

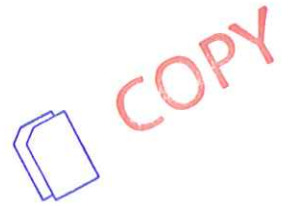
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WALDRON AREA SCHOOLS

CONTRACT OF EMPLOYMENT

FOR

SUPERINTENDENT OF SCHOOLS



It is hereby agreed by and between the Board of Education of Waldron Area Schools (hereinafter “Board”) and José N. Vera (hereinafter the “Superintendent”), that pursuant to Section 1229 of the Revised School Code, the Board in accordance with its action found in the minutes of its meeting held on the, on the 9th day of March, 2015, and does hereby extend the employment contract of the Superintendent for a 3-year period ending when this Contract terminates on June 30, 2018, according to the terms and conditions as described and set forth herein as follows:

1. Duties:

The Superintendent shall perform the duties of Superintendent as prescribed by the Board and as may be established, modified, and/or amended from time to time by the Board. Such duties will include the duties of Principal for the grades K – 12. The Superintendent acknowledges the ultimate authority of the Board with respect to his responsibilities and directions related thereto.

The Superintendent agrees to devote his time, talents, skills, efforts, and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. The Superintendent agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, the Superintendent agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board to carry out the educational programs and policies of the School District during the entire term of this Contract. The Superintendent pledges to use his best efforts to maintain and improve the quality of the operation of the School District and constantly promote efficiency in all areas of his responsibility.

Among his other duties, the Superintendent shall prepare the agenda for each Board meeting in consultation with the President of the Board, or the President’s designee, and forward same to each member of the Board, along with his recommendations and supporting documentation on each agenda item, sufficiently in advance of the meeting so that each Board member can assimilate such information prior to the meeting to which the agenda applies. The Superintendent shall be entitled to attend all public meetings of the Board. The Superintendent shall also be entitled to attend all closed meetings of the Board unless the subject of such closed meeting involves: (a) deliberations about the possible dismissal, suspension, or disciplining of the Superintendent; (b) deliberations upon complaints or charges brought against him; or (c) consideration of attorney/client privileged communications that concern the School District’s rights or obligations vis-à-vis the Superintendent. In all such cases, the Board shall exercise its discretion as to whether his participation in a closed meeting shall be permitted.

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2. Qualifications:

The Superintendent represents that he possesses, holds, and will maintain all certificates, credentials, and qualifications required by law, including the regulations of the Department of Education and those required by the Board to serve in the position assigned. Additionally, the Superintendent agrees, as a condition of his continued employment, to meet all continuing education requirements for the positions(s) assigned, as are and may be required by law and/or by the State Board of Education. If at any time the Superintendent fails to maintain all certificates, credentials, continuing education requirements, and/or qualifications for the positions(s) assigned as required herein, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

3. Conflict of Interest:

The Superintendent shall faithfully serve the School District and be regardful of its interests during the term of this Contract, to the extent required by this Contract and by law. The Superintendent shall not directly or indirectly acquire or otherwise possess any interest adverse to that of the School District. In the event that a question reasonably arises as to whether a given interest is in conflict with the interests of the School District, the Superintendent shall make full disclosure of the same to the Board for its review and disposition, which disposition shall be controlling and complied with by the Superintendent. Failure to adhere to this requirement shall provide a basis for termination of employment.

4. Other Work:

The Superintendent shall not undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations when such activities would in any manner impinge upon the time and effort required to be exerted by the Superintendent in the discharge of his responsibilities under this Contract, unless the Board gives its prior consent to such activities by Board action adopted at a duly constituted meeting. The limitations imposed upon the Superintendent, as above expressed, are not intended to apply as a limitation on time spent for vacation purposes.

5. Tenure:

The Superintendent agrees that he shall not be deemed to be granted continuing tenure in the position initially assigned or to which he may be assigned or transferred or in any capacity other than that of a classroom teacher, should the probationary period required for tenure as a teacher be fulfilled, by virtue of this Contract or any employment assignment (requiring certification) with the School District. Nor shall the decision of the Board not to continue or renew the employment of the Superintendent for any subsequent period in any capacity, other than as a classroom teacher, as may be required by the Teachers' Tenure Act, be deemed a breach of this Contract or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

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6. Assignment:

The Superintendent is subject to assignment and transfer to another administrative position of employment in the School District at the discretion of the Board. Should the Superintendent be assigned or transferred to another administrative position, the salary paid shall be as established in this contract.

7. Rollover:

Should the Superintendent receive a satisfactory evaluation pursuant to this Agreement, or should the Superintendent not receive a formal evaluation at all during any school year, this Agreement will be automatically extended for an additional year, so long as the term of Agreement does not at any time three (3) years.

8. Evaluation:

The Superintendent's performance shall be evaluated by the Board annually, not later than March 15th.

9. Medical Examinations:

The Superintendent shall submit to such medical examinations, supply such information, and execute such documents as may be required by any underwriter, policyholder, or third-party administrator providing insurance programs specified under this Contract. Additionally, upon request of the Board, the Superintendent shall authorize the release of medical information necessary to determine if the Superintendent is capable of performing the essential job functions required by his assignment, with or without reasonable job accommodations(s). Any physical or mental examination or disclosure of such information required of the Superintendent by the Board shall be job related and consistent with business necessity. Any medical or psychological examination under this section shall be at Board expense. Any information obtained from medical or psychological examinations or inquires shall be considered and treated as confidential.

10. Salary:

The Superintendent shall be paid at an annual (twelve month) salary rate of not less than seventy-five thousand dollars (\$75,000) consideration of his performance of the duties and responsibilities of the positions(s) assigned in conformance with the requirements and expectations of the Board.

The annual salary shall be paid in twenty-four (24) equal installments beginning with the commencement of the fiscal/contract year (July – June 30). Payments are to be made on the tenth (10th) and twenty-fifth (25th) of each month.

The Board hereby retains the right to increase the annual salary of the Superintendent during the term of this Contract. Any increase in salary made during the term of this

Contract shall be in the form of a written amendment and, when executed by the Superintendent and the Board, shall become a part of this Contract.



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11. Insurance:

Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder, and/or third-party administrator, the Board shall make premium payments on behalf of the Superintendent and his eligible dependents for the following insurance programs:

Dental Insurance: Dental insurance at the level of protection that is at least the level provided other administrative employees.

Term Life Insurance: in the amount of the annual salary

Vision Insurance: Vision insurance at the level of protection that is at least the level provided other administrative employees.

The Board reserves the right to change the identity of the insurance carrier, policyholder, or third-party administrator for any of the above coverage(s), provided that comparable coverage, as determined by the Board, is maintained during the term of this Contract. The Board shall not be required to remit premiums for any insurance coverage(s) for the Superintendent and his eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder, or third party administrator or if the cost of the coverage is unreasonable high. The terms of any contract or policy issued by any insurance company or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. The Superintendent is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The Board, by remitting the premium payments required to provide the above-described insurance coverage(s), shall be relieved from all liability with respect to insurance benefits.

In lieu of Health Insurance—the superintendent will receive a \$10,300 annuity. The remainder of the funds not to exceed \$5,000 will go into an account that will be used at the discretion of the superintendent for building/staff activities.

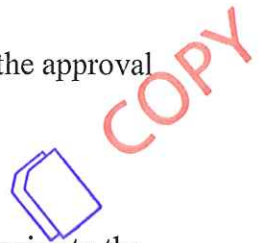
12. Annuity: DEFINED

Total annuity compensation to superintendent is \$10,300.

13. Vacation:

The Superintendent is employed on the basis of fifty-two (52) weeks of work per contract/fiscal year (July 1 – June 30) as scheduled by the Board. The Superintendent shall be granted vacation time of twenty-five (25) days per fiscal year, exclusive of the holidays specified herein. Vacation days must be used within the fiscal year for which they are made available. The superintendent shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of

business of the School District. All scheduling of vacation is subject to the approval of the Board.



14. Holidays:

The Superintendent is entitled to the following holidays for which no service to the District is required:

1. July 4th
2. Friday before Labor Day
3. Labor Day
4. Thanksgiving
5. Friday after Thanksgiving
6. Christmas Eve
7. Christmas Day
8. Day after Christmas
9. New Year's Eve
10. New Year's Day
11. Day after New Year's
12. Good Friday
13. Memorial Day
14. Floating Holiday

15. Sick Leave

If the Superintendent is absent from duty on account of personal illness or disability, he shall be allowed full pay for a total of 13 days per contract year. Unused paid leave days hereunder shall be cumulative to a maximum of 70 days for absence due to personal illness or disability of the Superintendent. The Superintendent shall not receive any additional compensation for unused sick leave days.

16. Expense Reimbursement:

The Superintendent shall be eligible to be reimbursed for travel, meals and lodging in accordance with per diem expense and reimbursement procedures established by the Board. In lieu of mileage the Superintendent will be paid a \$300.00 per month car allowance. This will be paid on the 25th of every month. Any expense to be incurred by the Superintendent for out-of-district travel shall be submitted in advance for review and approval by the Board. The Superintendent shall be required to present an itemized account of his reasonable and necessary expenses in accordance with direction of the Board or its designee.

17. Professional Dues and Meetings:

Subject to express approval by the Board, the fees or dues for membership in appropriate professional organizations shall be paid by the Board. The Superintendent may attend appropriate professional meetings at the local, state, and national levels and shall be reimbursed for any registration fees, tuition, travel, lodgings, and/or reasonable meal expenses for himself in relation thereto not prepaid by the Board. For national level trips the Superintendent will notify the Board.

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18. Liability Insurance:

The Board agrees to pay the premium amount for errors and omission insurance coverage for the Superintendent while engaged in the performance of a governmental function and while the Superintendent is acting within the scope of his authority. Coverage shall not include any demands, claims, suits, actions, judgments, expenses, and attorneys' fees for those claims or any causes of action where it is determined by the Board of Education that the Superintendent committed misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith, with conscious indifference or reckless disregard, and further hostile, or otherwise in a position to the interests of the School District. The policy limits for this coverage shall be not less than \$1,000,000. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of the payment of premium amounts for the above errors and omissions coverage. In the event that such insurance coverage cannot be purchased in the above amounts and/or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify the Superintendent. In that event, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to the Superintendent as is authorized under MCLA 691.1408 and MCLA 380.11a(3)(d).

19. Termination:

The Board shall be entitled to terminate the Superintendent's employment at any time during the term of this Contract for acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetence, material breach of the terms and conditions of this Agreement, or for any other reason which is not arbitrary or capricious. The foregoing standards for termination of the contract during its term shall not be applicable to nonrenewal of this Contract at the expiration of its term pursuant to Section 1229 of the Revised School Code, which decision is discretionary with the Board of Education.

In the event that the Board undertakes to dismiss the Superintendent during the term of this Contract, he shall be entitled to written notice of charges and an opportunity for a hearing before the Board. In the event of termination of employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

20. Disability:

In the event of the Superintendent's mental and/or physical incapacity to perform the duties of his office, he shall be granted an initial leave of ninety (90) work days in any 365 consecutive days prior for purpose of recovery. The Superintendent shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the ninety (90) work day period to be unpaid. Health plan premium payments shall be made on behalf of the Superintendent during this interval to the extent required by law. Upon utilizing leave under this provision, the Superintendent shall furnish medical certification to the Board respecting the necessity for the leave.

If the Board (or designee) has reason to doubt the validity of the medical certification supplied by the Superintendent, it may require a second opinion, at Board expense.

If it is immediately determinable that such disability is permanent, irreparable, or of such nature as to make the continued performance of the Superintendent's duties improbable, the Board, at its option, may forthwith terminate this Contract, whereupon the respective rights, duties, and obligations of the parties shall thereby terminate. Notwithstanding the forgoing, the Superintendent shall be entitled during said period of disability and during the term of the Contract to insurance benefits, any available/unused sick leave days, and any available/unused vacation days.

The Superintendent may request a ninety (90) work day unpaid leave extension in the event of his physical and/or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is a verified prognosis that the Superintendent will be able to resume his duties at the conclusion of the extended leave interval. Medical certification shall be supplied by the Superintendent as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

If the Superintendent is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), his employment and this Contract may be terminated at the option of the Board. However, no such termination shall occur where restoration after leave is required by the Family and Medical Leave Act.

Prior to resumption of duty after an unpaid leave of absence for a serious health condition, the Superintendent shall provide to the Board a fitness for duty certification from the Superintendent's health care provider. A second opinion may be required by the Board, at its expense, unless the securing of the second opinion in this context is precluded by the Family and Medical Leave Act.

21. Arbitration

In the event of any dispute between the parties relating to the discharge of the Superintendent during the term of this Contract, the parties hereby agree to submit such to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association. Arbitration under this provision shall be conducted pursuant to the terms of the Michigan Arbitration Act, MCLA 600.5001, *et seq.*, and MCR 3.602

The arbitrator's fee and costs imposed by the American Arbitration Association shall be shared equally by the Board and Superintendent.

Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within thirty (30) days of the effective date of the Superintendent's discharge during the term of this Contract. The Decision and Award of the arbitrator shall be final and binding, and judgment thereon may be entered in a court of competent jurisdiction.

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22. Entire Agreement:

This Contract contains the entire agreement and understanding by and between the Board and the Superintendent with respect to the employment of the superintendent and no representations, promises, contract, or understanding, written or oral, not contained herein shall be of any force or effect. All prior agreements pertaining to, connected with, or arising in any manner out of the employment of the Superintendent by the Board, are hereby terminated and shall hereafter be of no force or effect whatsoever. Provided, that this Contract is voidable pursuant to the provisions of the Revised School code pertaining to misconduct and criminal records checks. No change or modification of this Contract shall be valid or binding unless it is in writing and signed by the Superintendent and the Board. No valid waiver of any provision of this contract, at any time, shall be deemed a waiver of any other provision of this Contract at such time or at any other time.

23. Invalid Provisions:

If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Contract shall continue in full force and effect without said provision(s).

Date: 4/13/15

[Signature]

Superintendent
WALDRON AREA SCHOOLS
BOARD OF EDUCATION

Date: 4-13-15

By Dick Storehalder

President

Date: 4-13-15

By [Signature]

Secretary