

# CONTRACT OF EMPLOYMENT – SUPERINTENDENT OF SCHOOLS

Wayne R. Stitt

July 1, 2011- June 30, 2012

**THIS EMPLOYMENT CONTRACT** is made as of the date hereinafter set forth by and between **SCHOOLCRAFT COMMUNITY SCHOOLS**, Schoolcraft, Michigan (“Employer”) acting by and through its Board of Education (“Board”), and **WAYNE R. STITT** (“Superintendent”);

## WITNESSETH:

1. **Administrative Duties.** The Superintendent shall perform such administrative duties as may be assigned from time to time by the Employer. The Superintendent’s initial assignment is set forth on the signature page. The general duties of the administrative position to which the Superintendent is assigned shall be as set forth in the Employer’s policies.
2. **Performance.** The Superintendent agrees to faithfully and competently perform such administrative duties as may be assigned to him from time to time, to comply with all applicable laws, rules and regulations, and to carry out the Employer’s educational programs and policies.
3. **Compensation and Benefits**
  - 3.1 **Salary.** The Superintendent’s annual salary for the period of July 1, 2010 to June 30, 2011 shall be set forth in subsection 13B and shall be paid in substantially equal installments.
  - 3.2 **Benefits.** Benefits shall be as described in the attached Special Endorsements.
  - 3.3 **Adjustments.** Adjustments to the Superintendent’s compensation and/ or benefits for the 2011-12 school year, if any, shall be determined by the Board and communicated to the Superintendent on or before April 1, 2012. Such adjustments shall become effective as of July 1, 2012.
  - 3.4 **Payroll Deductions.** The Employer is authorized to make such payroll deductions as may be authorized by the Superintendent, or by law, and may also deduct such sums that have not been earned by reason of the absence of the Superintendent. The Superintendent agrees to reimburse the Employer on employment termination for any sums due the Employer, including any unearned Compensation paid to the Superintendent.
4. **Itemized Expenses.** The Superintendent’s expense allowance shall be disbursed and accounted for in accordance with such procedures as may be from time to time established by the Board. Reimbursed expenses shall not be considered additional compensation.
5. **Tenure.** The superintendent shall not acquire tenure while employed under this Contract, including, but not limited to, tenure as an administrator or teacher under the provisions of the Michigan Teacher Tenure Act.

## 6. Performance Review and Contract Extension.

**6.1 Goals and Objectives.** The Board, through its Personnel Committee, and the Superintendent, shall mutually establish goals and objectives in order to measure the Superintendent's performance. The Board shall notify the Superintendent on or before April 1, 2012 whether he has satisfactorily achieved such goals and met such objectives. The Superintendent will be evaluated on a bi-annual basis by the Board of Education.

**6.2 Notice of Satisfactory Performance.** If the Board deems the Superintendent's performance to be such that he has satisfactorily achieved such goals and met such objectives, it shall so notify the Superintendent in writing on or before April 1, 2012. The Superintendent's compensation for contract year 2012-13 shall be adjusted, if at all, in accordance with the provisions of subsection 3.3. A revised Contract of Employment reflecting the new term and other modifications, if any, shall be prepared approved by the Board and presented to the Superintendent on or before July 1, 2012. Any Contract based on an automatic extension, unless otherwise mutually agreed by the parties, shall include compensation terms not less favorable than the Contract being extended.

**6.3 Notice of Unsatisfactory Performance.** If the Board has notified the Superintendent in writing by April 1, 2012, that he has not satisfactorily achieved the goals and met the objectives set by the Board, then such written notification, unless subsequently amended in writing by the Board before April 1, 2012, shall serve as written notification of non-renewal of this Contract beyond June 30, 2014.

**6.4 Extension Acceptance.** The Superintendent shall give the Board written notice within 15 calendar days after receiving an offer to extend this Contract of his acceptance of such offer.

**7. Contract Term.** The term of this Contract is set forth in subsection 12E. Except for changes specifically set forth in paragraph 6 above, the term of this Contract may only be changed if done so in writing, signed by the President and Secretary of the Board, after official Board approval to make change, and signed by the Superintendent.

## 8. Termination.

**8.1 Termination for Cause.** The Employer may terminate the contract for cause on the happening if the following events, namely;

- A. The material breach of the contract.
- B. The conviction of the Superintendent of a felony or of crime involving moral turpitude; or
- C. The failure of the Superintendent to possess any qualifications required by law.

**8.2 Termination for Death or Disability.** The contract shall terminate on the death or disability of the Superintendent. The Superintendent shall be deemed to be disabled if he cannot perform the essential functions of his job, with or without reasonable accommodation.

**8.3 Termination by Superintendent.** The Superintendent shall have the right to terminate the contract prior to its normal expiration date by giving the Employer not less than 60 days prior written notice.

**9. Assignability.** This Contract is for personal professional services and may not be assigned or transferred by the Employer or by the Superintendent.

**10. Contract Administration.**

**10.1 Notice.** Any notice to the Superintendent may be given in any reasonable manner. Written notice by ordinary mail, postage prepaid, to the last written address given to the Employer by the Superintendent shall constitute reasonable notice.

**10.2 Hearings.** If a dispute arises between the parties concerning the interpretation or application of this Contract, the Superintendent shall have the right to a hearing before the Board.

**10.3 Personnel Records.** The Employer shall cause an official personnel file to be maintained by the Superintendent.

**10.4 Administrative Regulations.** The Employer reserves the right to establish from time to time such employment regulations as it deems reasonable and which are not contrary to the express terms of this contract.

**11. Superintendent's Liability.** The Employer agrees to indemnify and save the Superintendent harmless against expenses actually and necessarily incurred by the Superintendent in connection with any action in which the Superintendent is a defendant in any legal proceeding by reason of being or having been employed by the Employer under this contract of employment, except:

- A. Any action in which the Superintendent shall have been determined by a court of competent jurisdiction to have been guilty of intentional misconduct or gross negligence; or,
- B. Any action in which the Superintendent shall have been determined to have been guilty of negligence arising out of a breach of duty following notice of termination; or,
- C. Any action in which the Superintendent shall have failed to notify the Employer of a claim against him within a reasonable time, but only to the extent that the defense of such action shall have been prejudiced by reason of such failure to give notice.

**12. Moving Expenses.** The Board will pay \$4,000.00 to the Superintendent to offset moving expenses incurred in relocating within 10 miles of the Schoolcraft School District. The moving expenses will be paid after the Superintendent has established residency in the new home.

13. **Contract Effective Date.** This Contract shall first be offered to the Superintendent for his approval, and shall not be subjected to withdrawal by the Employer for fifteen (15) calendar days. It shall be effective when approved by the Board. This Contract supersedes any prior employment agreements the Employer may have with the Superintendent; however, any vested benefits due the Superintendent under any prior contract shall remain in full force and effect.

14. **Specific Contract Terms.**

- A. Initial Assignment. (Section 1) Superintendent of Schools.
- B. Annual Salary. (Section 3.1) \$111,000
- C. Expense Allowance. (Section 4) As budgeted
- D. Benefits. (Section 3.2) As described in attached Special Endorsements
- E. Contract Terms. (Section 7) The contract term begins July 1, 2011 and ends at midnight on June 30, 2014.

IN WITNESS WHEREOF, The parties have executed this Contract in duplicate originals.

EMPLOYER:

SUPERINTENDENT:

Dated: 4/26/11

Dated: 4/26/11

By: [Signature]  
Its: Board President

By: [Signature]  
Wayne R. Stitt

By: [Signature]  
Its: Board Secretary

## SPECIAL ENDORSEMENTS

### Part A – Authorized Absences

1. **Holidays.** The Superintendent shall receive the following holidays: July 4, Labor Day, Thanksgiving (2 days), Christmas (2 days), New Years (2 days), Good Friday (if school is not in session), and Memorial Day. Three additional personal preference holidays to be used at the discretion of the Superintendent.
2. **Vacation Leave.** The Superintendent shall receive 20 work days of paid vacation leave during each 12 months of service, five of which may, at the discretion of the Superintendent, be credited as additional salary. Vacation days shall be used within 12 months following the end of the contract year in which earned and shall be taken at such time (s) as may be mutually convenient to the Superintendent and the Board.
3. **Sick Leave.**
  - 3.1 **Use.** Sick leave may be used for:
    - A. Any physical or mental condition which disables the Superintendent from performing his duties, excluding any condition compensable by worker's compensation.
    - B. Any communicable disease which would be hazardous to the health of students, employees or other persons using school district facilities.
    - C. Any immediate family illness that needs to be attended
  - 3.2 **Accumulation.** The Superintendent shall be credited with 12 days sick leave each contract year, with a maximum accumulation of 100 days. He shall annually be paid for accumulated sick days in excess of 90 at his per diem rate. After ten years of service with the district the Superintendent shall be paid up to 100 accumulated sick leave days at his per diem rate on the date his employment with the school district ends.
4. **Funeral Leave.**
  - 4.1 **Use.** Funeral leave may be used as follows:
    - A. For the funeral and to attend to personal matters arising from the death of:
      1. The Superintendent's spouse; and
      2. The Superintendent's or spouses children, grandparents, parents, brothers or sisters and their spouses or children.
      3. For the funeral of any person by reason of friendship or prior association.
    - B. Funeral attendance as a representative of the school district shall not be charged against funeral leave.
  - 4.2 **Accumulation.** The superintendent shall be credited with 5 funeral days each contract year. Funeral days shall not accumulate.

**5. Business Leave.**

- 5.1 Use.** Business, professional or personal obligations which cannot reasonably be scheduled at a time which does not conflict with the performance of duties, but not for social, recreational, vacation, or other similar purposes.
- 5.2 Accumulation.** The Superintendent shall be credited with 2 business leave days each contract year. Business leave shall not accumulate.

- 6. Meritorious Leave.** The Board may provide the Superintendent with other meritorious leaves of absence for reasons of family emergencies, or other meritorious reasons not otherwise provided herein. The leave may be paid or unpaid as determined by the Board.

**Part B – Insurance Benefits**

- 1. Health Insurance.** The Superintendent shall not be eligible to receive Employer sponsored health insurance benefits.
- 2. Dental and Vision Insurance.** The Board shall provide the Superintendent with, at a minimum, the equivalent dental and vision benefits as provided to the district administrators.
- 3. Life Insurance.** The Superintendent shall receive a term life policy that is double his annual salary (to the nearest \$1,000) that is paid by the district. Beneficiary will be the choice of the Superintendent.

**Part C – Other Benefits**

- 1. Additional Compensation.** As additional compensation for services rendered by the Superintendent on behalf of the Employer, the Employer shall contribute an additional \$23,500 plus 1% of the Superintendent's annual salary, as set forth in subsection 13B, to a deferred compensation plan established by the Superintendent.
- 2. Professional Membership.** The Employer shall pay appropriate professional memberships.

**Part D – Severance Allowances**

- 1. General Severance Rights.** If the contract is terminated prior to its normal expiration date, the following severance allowances shall apply:
  - 1.1 Termination for Cause. (8.1)** If the contract is terminated for cause, the Superintendent shall not be eligible to receive any benefits, whether vested or not vested, beyond the employment termination date.
  - 1.2 Disability Termination. (8.2)** If the contract is terminated by reason of the disability of the Superintendent, the Superintendent shall be eligible to receive:
    - A.** Full Compensation for 60 calendar days following termination or until he is able to receive private or public disability benefits, whichever first occurs.
  - 1.3 Termination by Death. (8.2)** If the contract is terminated by reason of the death of the Superintendent, the Superintendent's spouse, children or estate, as the case may be, shall be eligible to receive full compensation for 30 calendar days.

**Termination by Superintendent. (8.3)** If the Superintendent fails to give proper termination notice, the Superintendent shall not be eligible to receive any benefits, whether vested or not vested, beyond the employment termination date. If proper notice is given, the Superintendent shall be eligible to receive any unused vested benefits due as of the termination date.

- 2. Severance Allowance Limitation.** In no event, unless otherwise required by law, shall:
  - A.** Compensation or benefits extend beyond the regular contract term.
  - B.** Benefits be paid for both disability and death.