

Baldwin Community Schools Superintendent's Contract

THIS CONTRACT, entered into this 8th day of August, 2011 between the Board of Education, hereinafter called the "Board" and Stiles X. Simmons, hereinafter called "Superintendent".

WITNESSETH:

1. DUTIES

The Superintendent agrees, during the period of this contract, to faithfully perform his duties and obligations in such capacity for the School District including, but not limited to, those duties required by the School Code. He will act as an advisor to the Board on matters pertaining to the school administration or the School District, and he will inform the Board of significant administrative action taken on its behalf. The Superintendent shall recommend, effect, or cause to be effected, the policies and programs of the Board of Education as may be needed. He will faithfully and diligently fulfill all the duties and obligations incumbent upon him as the executive head of the School District.

2. TERM

The Board agrees to employ Stiles X. Simmons as Superintendent of its schools for the term of three (3) years, less days to be prorated for work days missed before this contract was executed, from August 8, 2011 to and including June 30, 2014.

The Board shall review this contract with the Superintendent annually, and shall, on or before March 31 of each ensuing year, take official action determining whether or not to extend the contract for an additional year. If no action is taken by the Board, the contract shall be deemed to have been extended for an additional year.

3. EVALUATION

The Board shall evaluate the Superintendent, at least annually, using the criteria and an evaluation process mutually agreed to by the Board and the Superintendent.

4. TENURE

The Superintendent shall not be deemed to be granted continuing tenure in such capacity but shall be deemed to have been granted continuing tenure as an active classroom teacher in accordance with the provisions of the Michigan Teacher Tenure Act.

5. LIABILITY INSURANCE

- A. The District agrees that it will maintain errors and omission and general liability insurance, which will include coverage for the Superintendent as an employee of the District. Indemnification and duty to defend provisions shall be governed by the policy.
- B. The District shall not defend or indemnify the Superintendent for actions, which are not in good faith or within the scope of his employment or of a criminal nature. In no case will individual Board members be personally liable for indemnifying the Superintendent against demands, claims, suits, actions, or legal proceedings.

6. PROFESSIONAL GROWTH

The Superintendent may attend professional meetings at the local and state levels, the expenses of said attendance to be paid by the District.

The District shall reimburse the Superintendent for all reasonable expenses resulting from the performance of his duties as Superintendent.

7. PROFESSIONAL DUES

The District shall pay the Association dues of the Superintendent for the American Association of School Administrators, the Michigan Association of School Administrators, and the M.A.S.A. region in which the School District is located, as well as other appropriate affiliations as approved. The Superintendent shall be allowed to attend one (1) national conference annually.

8. COMPENSATION

The Board agrees to pay the Superintendent for his services during each year of said contract in equal installments unless otherwise agreed to by both parties. Base compensation shall be \$100,000 for the 2011-2012 school year. Said salary shall be reviewed annually and is subject to upward revision by agreement of the parties. In no case will the salary be lowered.

The Board shall provide the Superintendent with additional compensation of \$958 per month to assist with expenses incurred such as the cost of a cell phone, internet service, use of an automobile within the district, contributions made for the School District, employee dinners, and receptions, expenses for his spouse at school related dinners, receptions, etc. and other costs associated with performance of his duties.

The Board shall also pay \$500 per month into a Non-elective Employer 403(b) plan on behalf of the Superintendent.

All compensation above is to be prorated using the deduction of 1/260th for each day not worked since July 1 until the date the Superintendent officially begins employment with the School District.

9. RELOCATION EXPENSES

The Superintendent shall be paid a lump sum of \$5,000 as compensation for moving expenses if the Superintendent establishes residence within the boundaries of the School District.

10. FRINGE BENEFITS

The Board of Education shall provide the Superintendent with the following benefits:

- MESSA Choices II with preventive care rider, health, dental, life, vision and long-term disability insurance provided other administrative employees. In the event the Superintendent does not subscribe to the aforementioned insurance benefits, an amount equal to the cost of the insurance shall be paid to the Superintendent in addition to his annual compensation. The Board of Education reserves the right to change health insurance carriers at any point during the term of this contract.
- Term Life Insurance in the amount of \$100,000 face amount (Superintendent only)
- 25 vacation days per year may be accumulated with a limit of 40 days. These shall be in addition to the holidays recognized by the district. Unused vacation days up to 40 shall be paid at the per diem rate of 1/260th of the Superintendent's annual compensation when employment is terminated.
- If the Superintendent is absent from duty because of personal illness or disability, he shall be allowed full pay for a total of twelve (12) days per contract year. Unused paid leave days hereunder shall be accumulative to a maximum of One Hundred and Twenty (120) days for absence due to personal illness or disability of the Superintendent. Sick days are not paid per diem or at any other rate when employment is terminated.
- The Superintendent is entitled to four (4) personal business days per contract year. Unused personal days shall be credited to the Superintendent's Compensable Sick Days.

11. TRANSPORTATION

For travel outside Lake County, the Superintendent shall be reimbursed at the IRS per mile eligible rate.

12. TERMINATION PROVISIONS

The Superintendent shall be subject to discharge for good and just cause, but the Board shall not arbitrarily and capriciously dismiss him. No discharge shall be effective until written charges have been served upon him and he has an opportunity for a fair hearing before the Board after ten (10) days' notice in writing. Said hearing shall be public or private at the option of the Superintendent. At such hearing, he may have legal counsel at his own expense.

13. DISPUTE RESOLUTION

In the event of a dispute between the parties relating to any provision of this Agreement, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this Agreement, the parties hereby agree to submit such to binding arbitration. Such arbitration shall be conducted under the labor arbitration rules of, and administered by, the American Arbitration Association. The arbitrator's fee and expense of the American Arbitration Association shall be shared equally by the parties. All parties are entitled to have representation of their own designation; however each party shall be responsible for the costs of such respective representation.

14. BREACH

In the event of a breach of the part of either party to this agreement, nothing contained herein shall be construed to render the obligations of either party under this agreement null and void.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

Date

Stiles X. Simmons, Superintendent

BALDWIN COMMUNITY SCHOOLS
BOARD OF EDUCATION

Date

Joseph Brooks Jr., President

Date

Shawn L. Washington, Secretary