

# CONTRACT

## HOWELL PUBLIC SCHOOLS SUPERINTENDENT'S CONTRACT

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between the Board of Education of Howell Public Schools (herein after called the "Board"), and Ronald C. Wilson (herein after called the "Superintendent").

WITNESSED:

In consideration of their mutual promises and agreements, the Board agrees to employ the Superintendent for the position of Superintendent and the Superintendent agrees to work for the District under the following terms and conditions:

1. **Term and Extension.** The Board agrees to hire the Superintendent and the Superintendent agrees to work for the School District beginning on July 1, 2012 and ending on June 30, 2015. The Board shall consider renewal of the Contract on or before March 30, 2013 and each subsequent March 30<sup>th</sup> thereafter whether to extend the Superintendent's contract for an additional year. In the event the Board does not vote to extend, it is considered a non-renewal of the contract.
2. **Evaluation and Communication.** The Board shall evaluate the Superintendent at least annually to be conducted no later than March 1, using the criteria and an evaluation process mutually agreed to by the Board. The Superintendent further will receive one (1) formative performance review annually in addition to the above summative evaluation.

The Board, individually and collectively, will refer promptly any pertinent criticisms, complaints and suggestions called to its attention to the Superintendent.

The evaluation of the Superintendent's performance will include, but is not limited to, the following factors:

- a. Leadership in education
  - b. Business and finance matters
  - c. Employee relations
  - d. Community relations
  - e. Relationships with the Board
  - f. Student achievement
3. **Tenure Exclusion.** This contract does not confer tenure upon the Superintendent in the position of Superintendent or any other non-classroom/non-teaching position in the district.

4. **Qualifications.** This Contract shall not be valid unless the Superintendent shall have and maintain all certifications as may be required by state statute and/or by the Michigan Department of Education, at his/her own expense, at the time the contractual period shall begin, and this Contract shall terminate if the Superintendent shall, at any time, fail to possess such qualifications or satisfy continuing education requirements. Proof of same shall be maintained at Central Office.

5. **Duties and Service to the District.** The Superintendent will faithfully serve the school district and be regardful of its interest during the term of this contract, and thereafter to the extent required by this contract and by law. The Superintendent agrees that during the term of this Contract, he will perform competently and efficiently the duties required of the Superintendent by law and as assigned by job description and/or by formal Board action and that he will faithfully observe and implement the policies adopted under the rules, regulations, and directives issued by said Board for the governance of the District and implementation of its educational program. The superintendent is the educational leader of the district and, as such, is the direct supervisor of the principals and central administration. The superintendent will each year address the goals for the district as determined by the board of education.

6. **Compensation**

A. Commencing July 1, 2012, the Superintendent's base yearly rate shall be \$155,000.00 (One Hundred Fifty Five Thousand and 00/100 Dollars) annually, which shall be paid in equal installments in accordance with rules of the Board governing payment of other professional staff members in the District.

B. The Superintendent shall receive twenty (20) days of vacation annually, exclusive of the following holidays: Labor Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Eve Day, Christmas Day, New Years Eve Day, New Years Day, Martin Luther King Day, Good Friday, Memorial Day, and Fourth of July. The Superintendent shall use these days within the twelve (12) month period in which it is earned. The Superintendent should take vacation time that is least disruptive to school operations. In consideration of this expectation, the Superintendent may carry over five (5) vacation days into the following contract year.

7. **Benefits**

A. The Board for the term of the Contract shall provide to the Superintendent and his dependents health, dental, and vision benefits equal to those provided to the members of the Howell Public Schools Administrator's Association. The Superintendent acknowledges and agrees that these benefits are subject to change; however any such change in benefits shall remain consistent with those provided to members of the Howell Public Schools Administrators' Association.

- B. The Board shall pay premiums on behalf of the Superintendent for long term disability insurance.
- C. The Superintendent shall be under the District's comprehensive general liability policy up to \$4,000,000 in coverage for each occurrence. Additionally, the Board agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual capacity, or in his official capacity as agent and employee of the Board, provided the incident arose while the Superintendent was acting within the scope of his employment. The Board shall provide liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgments resulting from his functioning as Superintendent. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.
- D. If the Superintendent incurs a service connected illness or injury, the Board shall provide worker's compensation insurance.
- E. The Superintendent shall be reimbursed for prior Board of Education approved travel, meals, and lodging in accordance with the per diem and reimbursement policy and procedures established by the Board.
- F. Effective July 1, 2012, the Superintendent will be provided with a monthly automobile allowance of \$450.00 (Four Hundred and Fifty and 00/100 Dollars) during the term of the Superintendent's service to the District.
- G. The Superintendent shall be credited with 12 sick leave days on July 1, 2012 of this Contract and on each July 1<sup>st</sup> thereafter for the length of this Contract.
- H. The Superintendent may accumulate unused sick days to a maximum of ninety (90) days. Unused sick days are not eligible for payout upon termination of the Superintendent's employment.
- I. The Superintendent shall be eligible for up to two (2) personal business days each contract year. The Superintendent may accumulate personal leave days up to a maximum of eight (8) days. Unused personal business days do not accumulate, and are not eligible for payout upon termination of the Superintendent's employment.
- J. In the event of the death of a family member (spouse, child, parent, sibling, in-law grandparent, or immediate family member as defined under the Family Medical Leave Act, as amended)), the Superintendent is eligible for up to five (5) days of bereavement leave not to be deducted from sick or any paid leave account.
- K. The Superintendent may be provided with local, state and national dues to the appropriate professional organizations, as shall be approved in advance by the Board.

- L. The Board shall provide, without cost to the Superintendent, group life insurance protection, which shall pay to the Superintendent's beneficiary, the sum of two (2) times the Superintendent's salary (to nearest \$1,000).
  - M. The District's only obligation for the insurance benefits provided in this contract shall be for the payment of premiums and the rules and any and all insurance coverage shall be subject to the underwriter's requirements
- 8. Termination Provisions.** The Superintendent shall be subject to discharge during the term of this contract for good and just cause. No just cause discharge shall be effective until written charges have been served upon him and he have 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. This provision shall not apply to nonrenewal of this contract pursuant to Section 1229 of the Revised School Code.
- 9. Suspension.** Whether pending the procedures set for in Paragraph 8 or pending an investigation of the conduct of the Superintendent, the Board may, in its sole discretion, direct that the Superintendent suspend all or any part of the performance of responsibilities and may assign the performance of such responsibilities to another person or persons. Such suspension of responsibilities shall be without loss of salary or other benefits under this Contract, until Superintendent is either reinstated or terminated under this Contract.
- 10. Severability.** Any provision of the Contract prohibited by laws of the United States or the State of Michigan shall be ineffective to the extent of such provision only, without invalidating the remaining provisions of the Agreement.
- 11. Arbitration and Governing Law**
- A. Any and all disputes under this agreement shall be submitted to binding arbitration pursuant to labor arbitration rules of the American Arbitration Association. Michigan courts may enter judgment upon and enforce any award entered by the arbitrator within his authority.
  - B. Michigan law shall govern this agreement and the sole and exclusive remedy under this agreement shall be monetary damages for any alleged breach. No equitable relief of any kind, including reinstatement, may be granted for any violation of this agreement, except as necessary to pay a monetary award granted pursuant to binding arbitration.
  - C. The scope of the arbitrator's authority is limited exclusively to the issue of whether a breach of contract occurred and, if so, the measure of monetary damages, which shall not be greater than the value of the salary and benefits remaining at the time of

**BOARD OF EDUCATION OF THE  
HOWELL PUBLIC SCHOOLS**

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
Ann L. Routt, President

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
Michael B. Witt, Vice President

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
Kimberly A. Witt, Secretary

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
Doug Moore, Treasurer

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
Edwin J. Leterski, Trustee

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
Jan Lobur, Trustee

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
Michael J. Maloney, Trustee