

Superintendent Contract

St. Ignace Area Schools and Kari Visnaw

2021-2024

This contract is entered into on the 15th day of March 2021 between the Board of Education of St. Ignace Area Schools, referred to as the “Board of Education,” and Kari Visnaw as Superintendent, referred to as “Administrator” in this contract.

Because the Board of Education at a meeting held on the 15th day of March, 2021, approved the employment of the Administrator as Superintendent in accordance with the terms and conditions of this contract, and the Administrator desires to be employed by the Board of Education in accordance with the terms and conditions of this contract, the parties in consideration of the mutual promises contained in this contract, agree to the following:

- 1) **TERM.** This contract shall take effect on the 1st day of July, 2021 and continue in force through the 30th day of June, 2024, subject to extension and termination as provided in Paragraphs 4 and 11.
- 2) **DUTIES.** The Administrator represents that he/she possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the provisions of Sections 1246 and 1536 of the Revised School Code, the regulations of the Michigan Department of Education, and those required by the Board of Education to serve in the position assigned. The Administrator agrees, as a condition of his/her continued employment, to meet all certification and continuing education requirements for the position assigned, as are and may be required by law or by the Michigan Board of Education. If at any time the Administrator fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this Contract shall automatically terminate and the Board shall have no obligation to re-employ the Administrator. The Administrator agrees to devote his/her talents, skills, efforts and

abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. The Administrator agrees to faithfully perform those duties assigned by the Board of Education and to comply with the directives of the Board of Education with respect thereto. The Administrator further agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations, and by the Board of Education, to carry out the educational programs and policies of the School District during the entire term of this Contract. The Administrator agrees to devote substantially all of his/her business time, attention and services to the diligent, faithful and competent discharge of his/her duties on behalf of the School District to enhance the operation of the School District and agrees to use his/her best efforts to maintain and improve the quality of the programs and services of the School District.

- 3) **EVALUATION.** Annually, no later than the last day of November of each year during the term of this contract, the Board of Education shall review with the Administrator his or her performance as Superintendent as required by MCL 380.1249 and MCL 380.1249b. The Administrator shall remind the Board of Education of this responsibility in a timely manner.

The Administrator's performance shall be evaluated by the Board of Education not less than annually using multiple rating categories that take into account data on student growth and performance as a significant factor as required by MCL 380.1249 and MCL 380.1249b. The Board and the Administrator will meet to discuss and determine performance standards and district goals, prior to commencement of the evaluation process. Criteria upon which the Administrator shall be evaluated will be communicated to the Administrator by the Board of Education prior to the initiation of the evaluation process.

- 4) **EXTENSION.** This contract may be extended either by option of the Board of Education or by operation of law, as follows:

A. Board option. The Board of Education, no later than the 30th day of November of each year during the term of this contract, may extend the contract for an additional one-year period. In exercising this option, the Board of Education also shall establish the annual salary to be paid to the Administrator for the school year included

in the extension. All other terms and conditions of this contract shall remain unchanged. The Board of Education in its sole discretion and with or without cause may decline to extend this contract for an additional year.

B. Operation of Law. Unless the Board of Education gives written notice of non-renewal of this contract to the Administrator at least 90 days before the contract's termination date, this contract will, without further action, be automatically renewed for an additional one-year period as provided by Public Act 183 of 1979. The Superintendent annually shall advise the Board of Education of this obligation during the month of October.

- 5) **TENURE EXCLUSION.** This contract does not confer tenure upon the Administrator in the position of Superintendent or any other administrative position in the district.
- 6) **BASE COMPENSATION.** The Board of Education shall pay to the Administrator an annual salary of \$94,000 for the 2021-2022 school year and not less than \$96,000 for the 2022-2023 school year and the 2023-2024 school year. These salaries are based on a 260 day annual employment contract, and this salary shall be paid in 26 equal installments. The Board of Education retains the right to adjust the salary during the continuation of this contract, but an adjustment shall not reduce the annual salary below the figures specified in this paragraph.
- 7) **INSURANCE BENEFITS.** During the term of this contract, the Administrator shall receive the insurance benefits provided by the school district to full-time professional administrative staff on the same basis as available to those staff members in accord with the Board of Education policy and subject to the following limitations: first, this paragraph excludes any insurance benefit specifically set forth in this contract; and second, such insurance benefits are subject to change at any time on the same basis as charged for full-time, professional administrative staff. Specifically, these benefits are health insurance for the administrator and his/her eligible dependents or an annuity in lieu of health insurance, term life insurance in the amount of \$50,000, dental insurance, vision insurance, and long term disability insurance.

8) **OTHER BENEFITS.** The administrator is entitled to the following specific benefits:

- a) Annual sick leave shall be 12 days and annual personal leave shall be 5 days. Sick leave days shall have unlimited accumulation and personal leave days may accumulate for two years at which time any excess will accumulate as sick leave.
- b) Accumulated sick and personal days will be paid to the Superintendent or his/her estate within sixty days of his/her retirement, termination, or death to a maximum of 35.71% of his/her current salary.
- c) Termination of \$250 for each year of administrative service with the St. Ignace Area Schools, payable annually for 5 years in a lump sum no later than sixty days after termination in the first year and by June 30 in each year thereafter.
- d) The Superintendent shall be entitled to thirty (30) working days of vacation, exclusive of legal holidays as established by District guidelines, during each year of this agreement. Such vacation period shall be with pay and shall be selected by the Administrator during periods of time least disruptive to the operation of the District. Any vacation period exceeding 5 consecutive days shall require approval of the President of the Board of Education. The maximum accumulated vacation days allowed as of the end of a contract year is fifty (50), and any unused vacation days exceeding fifty (50) shall accumulate as sick leave. At termination, a maximum of fifty (50) vacation days will be compensated to the Superintendent either as days used or, if requested, paid within thirty days of retirement, termination, or in the event of death.
- e) The District shall pay the reasonable dues of the Administrator for memberships in professional associations.
- f) The Administrator will be reimbursed for mileage and expenses incurred for out-of-town travel related to school business at the rate set by the district for all employees.
- g) The District agrees to maintain general errors and omissions liability insurance for the Administrator to cover legal expenses in defense of claims and payment of judgments resulting from his functioning as Superintendent.

9) **SPECIAL PROVISIONS.**

- a) **Physical examination.** The Superintendent agrees to have a comprehensive medical examination at any point wherein there is a

legitimate basis to question his/her fitness for duty. The Superintendent agrees to supply the Board of Education with a doctor's verification indicating the physical competency of the individual to perform the duties of the position. It is agreed that the doctor's verification shall be treated as confidential information by the Board of Education.

- b) **Disablement.** Should the Superintendent be unable to perform any or all of the duties outlined herein by reason of illness, accident, or other causes beyond the individual's control for period in excess of their accumulated sick leave and unused vacation time, the Board of Education may at its discretion make a proportionate deduction from the salary hereinbefore stipulated. If such a disability continues for more than one year or if said disability is considered permanent, irreparable, or of such a nature as to make performance of their duties impossible, the Board of Education may, at its option, terminate this agreement whereupon the respective duties, rights, and obligation hereunder shall terminate. Death of the superintendent terminates this contract.

10) **REIMBURSEMENT OF EXPENSES.** The Board of Education shall reimburse the Administrator for all actual and necessary business expenses related to the performance of the Administrator's duties on behalf of the District.

11) **TERMINATION.** If, at any time, the Administrator fails to maintain the credentials and qualifications for the position of superintendent as required by this contract, the contract shall automatically terminate. The Administrator may not be discharged nor this contract terminated for reasons that are arbitrary and capricious. The foregoing standards for termination of this contract during its term shall not be applicable to non-renewal of this contract at the expiration of its term, which decision is discretionary with the Board of Education. It is further agreed that prior to any dismissal by the Board of Education, the Superintendent shall have the right of written charges, notice of hearing and a fair hearing before the Board of Education. If the individual so chooses, he/she may be accompanied by legal counsel at the hearing, said legal expenses to be paid by the Superintendent. A minimum of thirty days notice of such hearing would be provided to the Superintendent. Any hearing before the Board of Education will be public unless a private hearing is requested by the Superintendent.

The Administrator may terminate this contract by delivering to the Secretary of the Board of Education a written notice of his/her election to terminate at least sixty (60) days prior to any anniversary date of this contract.

12) **SEVERABILITY.** If any provision of this contract is ruled illegal or unenforceable by a court of competent jurisdiction, the remainder of the contract not affected by the ruling shall remain valid and in effect.

13) **GOVERNING LAW.** This contract is governed by and shall be interpreted in accord with the laws of the State of Michigan.

We, the parties to this Superintendent's Employment Contract, sign our names and execute this contract as of the day and year written in the opening paragraph:

**FOR THE
BOARD OF EDUCATION**

**BY THE
ADMINISTRATOR**

President

Secretary