

**PUBLIC SCHOOLS OF THE CITY OF MUSKEGON**

**SUPERINTENDENT CONTRACT EXTENSION**

It is hereby agreed by and between the Board of Education of the School District of the Public Schools of the City of Muskegon, in the State of Michigan (hereafter referred to as the "Board"), and Jon Felske (hereinafter referred to as the "Superintendent"), that the said Board in accordance with its action as found in the minutes of the meeting held on the 17<sup>th</sup> day of September, 2013, has and does hereby continue to employ said Jon Felske as Superintendent of Schools for a period commencing on July 1, 2013, and ending December 31, 2016. Both parties agree that said employee shall perform the duties of Superintendent of Schools as established by the Board as prescribed by the laws of the State of Michigan and by the rules and regulations of the State Board of Education and/or the Board of Education of the Public Schools of the City of Muskegon.

WITNESSETH:

1. In consideration of an annual salary to be One Hundred Seventy-Nine Thousand and 00/100 Dollars (\$179,000.00), said Superintendent agrees to perform faithfully the duties of Superintendent of Schools. The annual salary shall be paid in twenty-six (26) installments. Acknowledgment is made that the Superintendent is currently voluntarily receiving 7% less than the above stated contract amount until such time as the Board and the Superintendent agree to return to the amount of annual salary contained herein.

2. The Board hereby retains the right to adjust the annual total compensation of the Superintendent during the term of his contract, said total compensation adjustment not

to reduce the annual total compensation below the compensation recited herein. Any adjustment in annual total compensation made during the life of this contract shall be in the form of an amendment and shall become a part of this contract.

3. The Board may, by specific action, extend the termination date of the employment agreement. Any action taken by the Board to terminate the employment agreement between the parties shall be in conformance with the applicable provisions of the Michigan School Code. The Board has the right to unilaterally terminate the Superintendent's contract at any point. In the event of such termination, the Board shall pay to the Superintendent, as severance pay, the aggregate salary he would have earned under this employment contract from the actual date of termination for a period of twelve (12) months, or to the termination date of the contract, whichever is shorter. The amount due to the Superintendent shall be paid in full on the last day of employment.

4. The parties agree that the Superintendent shall not seek or entertain offers of employment from any public or private school district or organization during the life of this contract without the express written permission of the Board. Breach of this provision shall result in the Superintendent's termination and Superintendent shall be prohibited from taking a same or similar position in any school district or organization in Michigan for one year following a termination under this section. The parties agree that breach of this provision would cause irreparable harm to the District and the District may seek injunctive relief in a Court of competent jurisdiction to enforce this provision. Any termination pursuant to this provision disqualifies Superintendent from any further compensation under this contract, including the compensation referred to in paragraph 3 of this agreement.

5. The Superintendent shall be subject to discharge for cause. No discharge shall be effective until written charges have been served upon him and he shall 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. It is expected by the District that the Superintendent shall maintain and exemplify the highest moral standards both while actively performing his duties and also while representing the School District within the community. It is expected that the Superintendent shall adhere to and obey the laws of the State of Michigan, the policies promulgated by the District and the rules and regulations promulgated by the various State and Federal agencies with whom the District maintains an ongoing relationship. Failure to abide by the foregoing requirements shall be deemed to be cause for discharge. This provision is not intended to limit in any way the Board's definition of cause for which the Superintendent's contract may be terminated.

6. The Superintendent shall furnish throughout the life of this contract a valid and appropriate certificate as required by law or regulation of the Department of Education to act as Superintendent in the State of Michigan. Should the law or regulations about certification change, the Board shall allow the Superintendent a reasonable time to comply with the changes. The Superintendent hereby agrees to devote his full time, skill, labor and attention to said employment during the term of this contract. The Superintendent may accept adjunct teaching assignments at area colleges and universities provided he gives notice to the Board and further that said assignments in no way interfere with the performance of his duties under this contract.

7. The Board agrees that it shall defend, hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in his individual capacity, or in his official capacity as agent and employee of the Board, provided the incident arose while Superintendent was acting within the scope of his employment and excluding criminal litigation. The Board shall provide public liability insurance for the Superintendent and will reimburse him/her for any portion of such expense and judgments not covered by insurance. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

8. It is expressly understood that the Superintendent shall not acquire tenure in the position of Superintendent of Schools or any other non-classroom position.

9. Should the Superintendent during the course of his employment under this contract be placed on a Plan of Assistance relating to his job performance, the Plan of Assistance shall be considered an addendum to this contract and any violation of or failure to adhere to its terms and conditions shall be deemed a breach of terms and conditions of this contract of employment. The Plan of Assistance must be in writing and will require input from both the Board and Superintendent.

10. The Superintendent shall be entitled to twelve (12) sick leave days annually. Three (3) of the twelve (12) days may be used for personal business. The Superintendent will be awarded a one time entitlement of five (5) sick leave days on the start of this contract. Sick leave days may accumulate from year to year. Upon retirement, resignation or termination, any unused sick leave will be "bought out" at the rate contained in the

collective bargaining agreement with Muskegon City Teachers.

11. The Superintendent agrees to have a comprehensive medical examination once every year. A statement certifying to the physical competency of the Superintendent shall be submitted to the President of the Board and shall be treated as confidential information. The cost of said physical examination over and above insurance coverage shall be paid by the Board.

12. Should the Superintendent be unable to perform any or all of his duties because of disability due to illness, accident or other cause and should said disability exist for a period of more than the Superintendent's accumulated sick leave during any school year, the Board may, in its discretion, make a proportionate deduction from the Superintendent's salary. If such disability continues for more than thirty (30) days beyond the Superintendent's accumulated sick leave or if said disability is permanent, irreparable or of such a nature as to severely impair the Superintendent's ability to perform the duties of Superintendent of Schools, the Superintendent shall be granted a leave of absence with pay for the duration of the disability up to one (1) year leave of absence, the Board shall have complete discretion to either renew the leave upon the Superintendent's request or terminate this contract. During any unpaid leave of absence due to disability, the Board shall not be obligated to provide the Superintendent with the salary and benefits provided by this contract of employment unless expressly agreed otherwise in writing.

13. The Board shall provide the Superintendent with the following fringe benefits:

- A. Life Insurance coverage in the face amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00).

- B. A line item in the annual budget for professional dues, fees, periodicals, etc., to be determined by the Board.
- C. Health and hospitalization insurance equal to that provided to the administrative team.
- D. The Board shall assume the full employee cost of FICA and all contributions to the Michigan Public Schools Employee Retirement System based upon Superintendent's total compensation package.
- E. An automobile allowance in the sum of Nine Hundred Thirty Five and 00/100 Dollars (\$935.00) per month with no mileage paid by the District. This sum shall be increased by the same percentage increase as the Board increases the mileage rate it pays to other employees.
- F. The Board will provide the Superintendent with a laptop computer for his use which shall remain the property of the District during his service. At the end of the contract, the laptop shall become the property of the Superintendent.
- G. The Board will contribute Ten Thousand and 00/100 Dollars (\$10,000) annually to a qualified 403(b) annuity of the Superintendent's choice for the benefit of the Superintendent.

14. The Superintendent shall be furnished with an office, stenographic help, executive secretary, and other facilities, equipment and services suitable to his position and adequate for the performance of his duties. Further, the Superintendent shall have

authority to select the Superintendent's secretary in conformance with existing school personnel policy and procedure. The Superintendent will be reimbursed only for reasonable and necessary expense incurred while representing the Board, and the Superintendent shall be required to present an itemized account for his expenditures, including written receipt in accordance with Board direction and Board policy.

15. Subject to prior approval by the President of the Board, the Superintendent shall be authorized to attend hearings, conferences, workshops and other meetings on behalf of the School District.

16. The Superintendent shall be entitled to six (6) calendar weeks vacation annually (that being thirty (30) days). Unused vacation, up to a maximum of fifteen (15) days per contract year, may accumulate. Upon retirement, resignation or termination, any unused accumulated vacation days will be "bought out" at the daily rate of the Superintendent. Superintendent may "cash in" up to five (5) days of his vacation time annually.

17. The Superintendent's annual salary may be increased upon a satisfactory annual review of Superintendent's performance. A satisfactory annual review will result in an increase that is consistent with the raise provided to the teachers for the upcoming school year. The annual review will be based on criteria identified jointly.

18. Upon full and complete satisfaction by Superintendent of all the terms and conditions contained herein, Superintendent shall, upon his retirement receive four (4) payments of \$20,000 each on January 1, 2017, January 1, 2018, January 1, 2019, and January 1, 2020. Superintendent shall be responsible for any local, state, and federal taxes applicable to these payments.

RESOLUTION

The School Board of the School District of the Public Schools of the City of Muskegon having duly met in open session for the purpose of reviewing the Superintendents performance;

WHEREAS, the Board of Education has recently reviewed the Superintendents performance and finds it to be exceptional in all areas.

NOW IT IS HEREBY RESOLVED that:

1. The Board of Education authorizes the President and Secretary to execute an extension of the Superintendents contract, together with all mutually agreeable terms to be effective through December 31, 2016.

By:

  
Louis Churchwell  
President of the Board of Education

Attest:

  
Marian Michalski  
Secretary of the Board of Education

I hereby certify that the attached is a true and complete copy of a resolution adopted by the Board of Education of the Muskegon Public Schools, at a Regular Meeting held on the 17<sup>th</sup> day of September, 2013.

Dated this 17<sup>th</sup> day of September, 2013.

  
Marian Michalski  
Secretary of the Board of Education

[S E A L]



IN WITNESS WHEREOF, the parties hereto have executed this contract in duplicate  
on the 17th day of September, 2013.

Witnesses:

PUBLIC SCHOOLS OF THE CITY OF  
MUSKEGON - Board of Education

Marian Michalske

By [Signature]  
Louis Churchwell  
Its President

[Signature]

Witnesses:

Linda R Austin

[Signature]  
Jon Felske, Superintendent

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