

GRANT PUBLIC SCHOOLS SUPERINTENDENT CONTRACT

THIS AGREEMENT, is between the Grant Public Schools Board of Education, hereinafter called "Board" and Jonathan Whan, hereinafter called "Superintendent."

WITNESSETH:

1. CONTRACT PERIOD

The Board agrees to employ Jonathan Whan as Superintendent of Schools for a term of three (3) years from **July 1, 2015 to and including June 30, 2018**, subject to nonrenewal pursuant to the Michigan School Code and to the termination provisions described below. The Board shall review this contract with the Superintendent annually prior to March 1 of each year; the Board shall take official action to determine whether or not it is extended the contract for an additional year based on the Superintendent's evaluation and notify the Superintendent of its action, in writing. Such an extension shall be awarded for an overall rating of Effective or Highly Effective. If no action is timely taken by the Board, the evaluation will be deemed to have been effective and the contract will be extended. The Superintendent shall notify the Board President each year in October of the evaluation timeline.

2. DUTIES

The Superintendent agrees, during the period of this contract, to faithfully perform the duties of Superintendent in a competent and professional manner in accordance with the established policies and regulations of the Board of Education and the laws and regulations of the State and United States Department of Education.

The Superintendent shall serve as chief executive officer and chief administrative officer of the Board. He shall be entitled to:

- a. Present his recommendations to the Board on any subject under consideration by said Board
- b. Attend each meeting of the Board
- c. Serve as an ex officio member of each committee established by the Board

The Superintendent shall have complete freedom to organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, which in his judgment best serves the District. The responsibility for selection, placement, and transfer of personnel shall be vested in the Superintendent subject to approval by the Board. The Board, individually and collectively, shall refer promptly all criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendation.

3. COMPENSATION

The Board agrees to pay the Superintendent for his services during each year of said contract in twenty six (26), or twenty seven (27) when appropriate, equal installments. Compensation for the first year of the contract shall be \$120,000.

In addition, there shall be \$4,000 to a non-elective employer contribution to an annuity as part of the Superintendent's compensation for services rendered.

Said salary, annuity, compensation and benefits shall be reviewed annually by a Board Ad Hoc committee, consisting of the Board President, the Chair of the Finance Committee and one additional

Board member, agreed to by the Superintendent, and the Superintendent. This review will take place between the annual evaluation in December and May 31, and is subject to upward revision by agreement of the parties. In no case will the salary be lowered by the Board.

The Board shall also provide a technology stipend of \$2,500 a year to cover expenses the administrator will incur. Technology purchased by the Superintendent is considered and recognized as personal property of said Superintendent and the district has no claim or right to the technology. The Board and Superintendent believe that technology is a viable tool to assist the Superintendent through increased productivity and two-way voice and/or text communication as well as e-mail are necessary expenses, which enhance the effective and efficient operation of the District.

4. WORK YEAR

The Superintendent agrees to perform the duties of his position for a period of 52 weeks per year consisting of 260 workdays. The Superintendent shall perform the duties of Superintendent in a competent, proficient, and professional manner, and shall not during the term of the Contract be engaged in any other activity for remuneration without prior approval of the Board or its designee. The Superintendent pledges to use his best efforts to maintain and improve the quality and efficiency of the operation of the School District.

5. EVALUATION

The Board shall evaluate the Superintendent, at least annually, using the criteria in accordance with section 1249 of the Michigan Revised School Code, as applicable to the superintendent. Superintendent shall receive an overall rating of Highly Effective, Effective, Minimally Effective or Ineffective. The Board, in consultation with the Superintendent, shall determine the evaluation tool, categories, criteria timelines and processes to be utilized in evaluating the Superintendent. Criteria may include the manner in which day to-day operations of the district are handled, Board/Superintendent relations, staff and community relations, and the degree to which the Superintendent fulfills the responsibilities set forth in the job description and duties for that position. The evaluation process shall include but is not limited to a conference with the Superintendent, which shall be open or closed at the Superintendent's option in accordance with the Open Meetings Act. Each year, the Superintendent shall notify the Board President at the first November meeting of the upcoming evaluation timeline. At the Superintendent's request, the Board may also meet with the Superintendent on a quarterly basis to evaluate his performance. At the Superintendent's option, such evaluations shall be open or closed as permitted by the Open Meetings Act.

6. Merit Pay.

In compliance with 1250 Merit Pay is tied directly to the Superintendents annual evaluation and is calculated as a percentage of the annual base salary with a maximum percentage of 3.25%. If earned, merit pay shall be paid on or before January 15, during a non-payroll week. This will take place following the evaluation, which is to be completed during December. The following is how merit pay will be determined:

Overall Evaluation Rating	Data Rating	Percent
Effective	Minimally Effective	0.50%
Effective	Effective	1.00%
Effective	Highly Effective	1.75%
Highly Effective	Minimally Effective	2.50%
Highly Effective	Effective	3.25%
Highly Effective	Highly Effective	3.25%

7. **FRINGE BENEFITS**

The Board shall provide the Superintendent with the following benefits:

- a. Health, Dental, Vision and LTD (66&2/3) insurance provided other administrative employees, with the Board's contribution not exceeding the amount paid for the District's administrative employees, provided that at all times the Board's contribution does not exceed the limitations imposed by The Publicly Funded Health Insurance Contribution Act.
- b. Term Life Insurance in the amount of \$150,000
- c. Sick bank of forty five (45) days; if Superintendent becomes disabled and lacks sufficient sick days to cover the LTD waiting period, the Board shall provide sick days to cover the waiting period. Superintendent shall not receive compensation for unused sick days.
- d. The superintendent shall be granted four (4) emergency/bereavement leave days, per event within a fiscal year, which will be charged against the sick bank. These days would be allowed for immediate family consisting of wife, children, grandchildren, the superintendent's parents/parent in-laws, siblings/brother/sister-in-law or their children.
- e. The Superintendent shall not be expected to work, and shall be paid for, all holidays as designated by the School Board as official holidays recognized by the District. (4th of July, Labor day, Thanksgiving, the day after Thanksgiving, Christmas Eve, Christmas day, New Years Eve, New Years day, Good Friday (if school is not in session), Memorial Day).

8. **VACATION**

The Superintendent shall be provided with twenty (20) days of vacation annually. Up to ten (10) days of vacation time will be paid at the per diem rate for the days of unused annual vacation. Payment will be made at the end of the fiscal year or when the Superintendent leaves the employ of the district, at his option. Vacation days do not carry over from year to year. The Superintendent will notify the Board President when five or more vacation days are scheduled to be used at one time.

9. **PROFESSIONAL GROWTH**

The Superintendent may attend professional meetings at the local, state and national levels, the expenses of said attendance to be paid by the district. The District encourages the Superintendent to attend seminars and classes that will help improve his skills and shall reimburse the Superintendent for expenses for successfully completed academic university courses or seminars. The Superintendent shall notify the Board President in advance of his absence from the District for such purposes.

10. **PROFESSIONAL DUES AND MEMBERSHIP FEES**

The District shall pay the Association dues of the Superintendent for the American Association of School Administrators, the Michigan Association of School Administrators, and MASA Region in which the District is located as well as other appropriate affiliations as approved as related to his duties as Superintendent.

11. **TRANSPORTATION**

The Board shall reimburse the Superintendent at the rate per mile established by the Internal Revenue Service for use of his automobile in conducting business associated with the position of Superintendent of Schools.

12. **MEDICAL EXAMINATION**

After the commencement of employment, the Board may, at its expense, direct that the Superintendent be examined by health care personnel of its choice in order to determine the Superintendent's continuing fitness. Such examination may, at the Board's option, include drug or alcohol tests to which the Superintendent herein consents.

13. **TENURE**

The Superintendent shall not have tenure in this or any other administrative or non-classroom position, 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, upon satisfaction of the statutory probationary period of two years.

14. **OUTSIDE ACTIVITIES**

The Superintendent may undertake non-district related activities, e.g., speaking engagements, writings, and lecturing. In the event that the Board, in its sole discretion, determines that any such activities interfere with the Superintendent's satisfactory performance or the time necessary for satisfactory performance of his duties, it may require that the Superintendent cease some or all of such activities.

15. **TERMINATION PROVISIONS**

The Superintendent shall be subject to discharge for just cause and the Board shall not arbitrarily and capriciously dismiss him. The following reasons constitute just cause and are not arbitrary and capricious: including by way of example but not limited to 1) failure to maintain the credentials and qualifications for the position of Superintendent as required by this contract, following notice of any requirements that are effective after execution of this contract, and a reasonable opportunity to satisfy them following such notice; 2) willful failure to uphold any Board of Education bylaw, policy, or regulation that lead to detrimental results for the district; 3) conviction of a felony or of a crime involving moral turpitude; 4) resignation with an effective date as shall be mutually agreeable; 5) inability to perform the essential functions of his position by reason of disability that constitutes a serious health condition for a period or periods aggregating ninety (90) school days during a twelve-month period.

Prior to making a determination that discharge should occur, the Board shall give the Superintendent an opportunity to have a hearing before the Board, and the Superintendent shall also be given prior notice of any alleged deficiencies in writing and a reasonable opportunity (as defined by the Board following consultation with the Superintendent) to take corrective action before the Board makes its determination. The Superintendent shall have the right to request either an open or closed hearing in accordance with the provisions of applicable law and to representation by counsel of his own choosing and at his own expense. Such a request may be received by the Board within 20 business days of the Superintendent's receipt of the Board's notice of concerns. The determination of the Board shall be in writing and given to the Superintendent within a reasonable time after the termination of such hearing, not to exceed 60 calendar days.

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Death - This Contract and its terms shall automatically terminate in the event of the death of the Superintendent. Any earned salary or accrued unused vacation pay at the time of death shall be paid to the Superintendent's heirs and/or designated beneficiaries in the manner permitted or required by applicable law.

16. PROFESSIONAL LIABILITY

In the light of the unique nature of the professional duties of the Superintendent, the Board shall provide to him at no expense legal counsel and representation in any legal action brought against him as Superintendent and either hold him harmless or insure him adequately against all liability that results from his performance as Superintendent or as a result of performing any duties related to the superintendency.

17. RESIDENCY

The Superintendent shall maintain his principal residence within twenty miles of the borders of the Grant School District.

18. RETIREMENT PAY

In appreciation for services to the school district, a retirement stipend shall be granted. This stipend will be \$1,000 per year based on the Superintendent's years of service as an administrator in the Grant Public Schools, up to a maximum of twenty (20) years, retirement must be from the Grant Public Schools and from public school employment under MPSERS eligibility to be eligible for this stipend.

19. DISPUTE RESOLUTION

In the event of a dispute between the parties relating to any provision of this Agreement, the employment relations, 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 rules of and administered by the American Arbitration Association. The arbitrator's fee and the expense of the AAA shall be shared equally by the parties; however, Superintendent's cost shall not exceed \$500.00. All parties are entitled to have representation of their own designation; however, each party shall be responsible for the costs of such respective representation. Arbitration must be initiated within 60 days of the action giving rise to the dispute or it is waived.

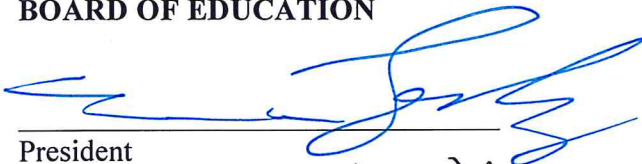
20. AMENDMENT

This agreement constitutes the entire understanding and agreement of the parties. No individual Board member has the authority to enter into any new or different contract or to modify this agreement. No change shall be effective with respect to the terms of this employment agreement unless in writing and signed by both parties.

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.

**GRANT PUBLIC SCHOOLS
BOARD OF EDUCATION**

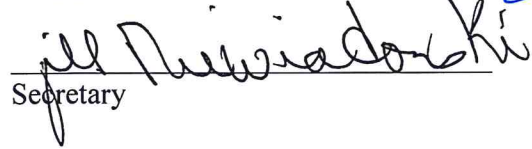
SUPERINTENDENT



President



Superintendent



Secretary

July 10, 2015
Date

July 10, 2015
Date