

**NOTTAWA COMMUNITY SCHOOL
CONTRACT OF EMPLOYMENT - SUPERINTENDENT**

This agreement made this 1st day of July 2019, by and between the Board of Education of the Nottawa Community School in the State of Michigan (hereinafter called the Board) and **Jerome Wolff** (hereinafter called the Superintendent), that pursuant to Section 1229 of the revised school code, the Board in accordance with its action as found in the minutes of the board meeting held on September 9, 2019, has and does hereby employ said Superintendent from July 1, 2019 through June 30, 2020 on a schedule of 220 work days per year.

1. Jerome Wolff represents that he is duly and legally qualified to act as Superintendent in the State of Michigan and will maintain all certificates and credentials required by law including regulation of Department of Education and the Board. If Superintendent fails to maintain these credentials this contract shall be terminated and the Board shall have no further obligation here under.
2. Jerome Wolff agrees that during the term of the contract he will perform the duties of Superintendent in a competent and professional manner and that he will faithfully observe the rules, regulations, policies and directives issued by the Board of Education.

Extension: Following the evaluation of the Superintendent in March, the Board of Education, may take official action determining whether or not the contract is extended for an additional year and notify the Superintendent of its action in writing. If no action is taken by the Board, the contract shall be deemed to have been extended for an additional year. In exercising this option, the Board of Education also shall establish the annual salary to be paid to the Superintendent for the school year included in the extension. All other terms and conditions of this contract shall remain unchanged unless altered by the Board of Education.

Duties:

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 the 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 the authority to organize, re-organize and arrange the administrative and supervisory staff including business affairs, which in his judgment best serve the district.

The responsibility for selection, placement, and transfer of personnel shall be vested in the Superintendent subject to approval of 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 recommendations.

The Superintendent agrees to and shall, during the term of this agreement, devote his time, attention and energy to the position of the School District. The Superintendent shall use vacation leave to perform outside activities such as consulting to other districts or educational agencies, lectures, engage in writing activities and speaking engagements and he shall retain any compensation or honorarium paid. In no case will the District be responsible for any expense attendant to the performance of those outside activities.

3. It is mutually understood and agreed:

- a. This contract shall be effective as of the 1st day of July, 2019, with a salary of Fifty Three Thousand Two Hundred and Sixty Eight Dollars (\$53,268) pro-rated for days worked from July 1, 2019 through September 9, 2019. The salary from September 10, 2019 through June 30, 2020 will be Fifty Four Thousand Three Hundred and Thirty Three Dollars (\$54,333) pro-rated for the days worked. The Boards' philosophy includes the concern expressed nationally that compensation be based upon satisfactory performance. Said salary and fringe benefits contained in this contract shall be renegotiated at no less than stated, prior to the end of the 2020 contract year.
- b. The Superintendent shall be reimbursed mileage and other necessary expenses incurred at the local, state and national level in connection with his duties. In addition he shall be granted mileage reimbursement at the current IRS rate for travel within and outside St. Joseph County. Any expenses incurred due to traveling must be detailed receipts in order to be reimbursed. The Board shall pay Professional memberships in organizations and associations relating to the district and the duties of the Superintendent.
- c. The Superintendent is entitled to the following benefits: Sick, Vacation and/or Personal Day leave and shall be granted at 10 days per year and must be used by June 30th or forfeited.
- d. The Superintendent is entitled to 7 paid Holidays (Independence Day, Labor Day, Thanksgiving Day, Christmas, New Year, Good Friday and Memorial Day).
- e. The Superintendent shall be eligible for self and dependents medical, dental and vision insurance or the option of \$400.00 per month for In-Lieu of Health Benefits offered by the Board. Other insurance will consist of Long Term Disability, Group Term Life Insurance of \$20,000 with \$20,000 AD&D.
- f. This contract and/or the performance of service there under do not confer tenure on the Superintendent or any other administration position in the district.

4. Indemnification and Hold Harmless:

- a. The District 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 Nottawa Community School, provided the incident arose while Superintendent was acting within the scope of his employment.
- b. The Board of Education 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 and will reimburse him 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.

Amendment

This amendment constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be amended, renewed or extended except by an instrument in writing duly adopted and executed by both parties.

Termination Provisions

- A. The Superintendent shall be subject to discharge for good and just cause, but the Board shall not arbitrarily dismiss him. 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.
- B. In the event of termination of this contract through mutual consent, the Superintendent shall be entitled to compensation as mutually agreed upon.

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 the 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.

Evaluation

The Board shall evaluate the Superintendent in writing during March of each year. The evaluation shall be presented to and discussed with the Superintendent by the President of the Board of Education. Before the commencement of each year of this agreement, the Board and Superintendent shall meet to discuss and determine the performance standards for said year. A summary evaluation shall be given at a regularly scheduled board meeting. At the time of the annual evaluation the Board will develop a compensation package.

Residence

In witness of this contract, we have set our hands and seals on this day and year.

Nottawa Community School Board of Education

By *Paul R. Rosebush* President of the Board 10-14-2019 Date

By *Sharon Day* Treasurer of the Board 10-14-2019 Date

By *James W. Y.* Superintendent 10/14/2019 Date

This contract was approved by a vote of the Board of Education at a public meeting on September 9, 2019, and the Board action has been made a part of its minutes.