

**GALESBURG-AUGUSTA COMMUNITY SCHOOLS
EMPLOYMENT CONTRACT - SUPERINTENDENT OF SCHOOLS**

Wendy Maynard-Somers

Pursuant to Section 1229(1) of the Revised School Code and in accordance with the action found in the June 18, 2018 meeting minutes of the **Board of Education** (the "Board") of the **Galesburg-Augusta Community Schools** ("District"), the Board employs **Wendy Maynard-Somers** ("Superintendent") according to the terms and conditions of this Employment Contract set forth below.

1. **Term.** The Superintendent is employed for a three (3) year period from July 1, 2020 and ending on July 1, 2023, subject to extension, non-renewal, and termination as provided in this Contract. Any extension of this Contract requires the express approval of the Board.

2. **Qualifications.** The Superintendent represents that she possesses and will maintain all certificates, credentials, and qualifications required by law, including Sections 1246 and 1536 of the Revised School Code, Michigan Department of Education regulations, and those required by the Board to serve in the position assigned.

A. As a condition of her continued employment, the Superintendent also agrees to meet all continuing education requirements for the position assigned, as may be required by law or by the Michigan State Board of Education, and/or the Michigan Superintendent of Public Instruction

B. If at any time the Superintendent fails to maintain all certificates, credentials, continuing education requirements, or qualifications for the assigned administrative position, this Contract shall automatically terminate and the Board shall have no further obligation under its terms.

3. **Duties.** The Superintendent shall faithfully and diligently perform the duties of Superintendent as required by law and as prescribed by the Board, as well as those duties that may be further established, modified, or amended from time to time by the Board.

A. The Superintendent acknowledges the ultimate authority of the Board as to her duties and agrees to faithfully perform those duties and to diligently implement the Board's policies and education programs.

B. The Superintendent agrees to devote her talents, skills, efforts, and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned, including compliance with the directives of the Board to carry out its policies and educational programs.

C. The Superintendent agrees to comply with and fulfill all responsibilities and tasks for which she is responsible as required by state and federal law, as well as by the Board through its policies, regulations, and directives.

D. The Superintendent pledges to use her best efforts to maintain and improve the quality of District operations and to constantly promote efficiency in all areas of her responsibility.

4. **Compensation for Services.** As approved at the regular meeting of the Board on December 21, 2020, the Superintendent's annualized base salary for the 2020-2021 Contract year (retroactive to July 1, 2020) shall be One Hundred Eighteen Thousand and Three Hundred Forty-Eight Dollars (\$118,348) in consideration of her performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board.

- A. The annual salary shall be paid in twenty-six (26) equal bi-weekly installments per year, beginning with the commencement of the Contract year (July 1 - June 30).
- B. The Board retains the right to additionally increase the Superintendent's annual salary during the term of this Contract, but in no event shall the salary be less than that for the previous Contract year.
- C. Consistent with Section 1250 of the Revised School Code, the Superintendent's job performance and job accomplishment will be significant factors in determining any adjustment to the Superintendent's compensation. See MCL 380.1250. Upon an evaluation rating of effective or better, the Superintendent will be eligible for up to a five percent (5%) bonus to be determined by the Board in its sole discretion. Due to economic constraints facing the District, the Superintendent waives this bonus for the 2020-2021 Contract year. If the projected budget shortfall is backfilled by federal funding, the Board will review the Superintendent's salary for a possible increase, as well as bonus consideration under subparagraph C.
- D. Any adjustment in salary made during the term of this Contract shall be in the form of a written amendment and, when executed by the Superintendent and the Board, shall become a part of this Contract.
- E. As part of her total salary compensation, the Superintendent shall also receive a tax-deferred annuity payment in the amount of Seven Thousand Dollars (\$7,000) into a 403b plan under the Superintendent's direction. The Board shall make this payment in October of each Contract year. The Superintendent may elect to increase her contribution to the 403b plan by authorizing the School District to deduct additional sums of money from her bi-weekly paychecks.

5. **Business Expenses.** The Board will reimburse the Superintendent for all reasonable and necessary business-related expenses resulting from the performance of her duties as Superintendent. Verification of the expenses shall be in the manner determined by the Board, or its designee.

6. **Professional Dues.** The Board will pay one hundred percent (100%) of the Superintendent's membership charges to professional, civic, and educational organizations that may benefit the District, subject to pre-approval by the Board.

7. **Professional Growth of the Superintendent.** The Board encourages the continuing professional growth of the Superintendent through her participation in:

- A. Conferences, programs and other activities conducted or sponsored by local, state, and national school administrators and school board associations.
- B. Seminars and courses offered by public or private educational institutions; and

- C. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform her professional responsibilities for the District.

The Board shall permit a reasonable amount of time for the Superintendent to attend such professional programs and pay for the necessary registration fees, travel, and subsistence expenses, as pre-approved by the Board, and in accordance with requirements of the Michigan Revised School Code.

8. **Insurance Programs.** Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder, or third-party administrator, the Board shall make premium payments on behalf of the Superintendent and her eligible dependents for the insurance programs, subject to possible modification as stated in ¶ 9 below consistent with the District's group insurance plan for its other administrators.

- A. Health and hospitalization insurance
- B. Dental insurance
- C. Vision insurance
- D. Long-term disability insurance
- E. Term life insurance (at 1.5 times the Superintendent's salary) to include an accidental death and dismemberment provision. The Superintendent shall be permitted to purchase (at her cost) additional life insurance

If the Superintendent elects to not be covered by health and hospitalization insurance, she shall instead receive a cash in lieu of insurance benefits payment in the amount of One Thousand Five Hundred Dollars (\$1,500).

The Board has the right to allocate to the Superintendent responsibility for a portion of the benefit plan costs for the insurance coverage specified above, as may be determined by the Board, in its discretion. This contribution, however, shall not be less than the statutory "hard cap" amount necessary to comply with the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. The Board will notify the Superintendent of the amount for which she is responsible in excess of the Board-paid benefit plan costs contributions. The Superintendent agrees that the amount of benefit plan costs contributions designated by the Board as the Superintendent's responsibility shall be payroll-deducted from the Superintendent's compensation.

9. **Insurance Contracts.** The Board reserves the right to change the identity of the insurance carrier, policyholder, or third-party administrator for any of the coverage for the plans and programs identified in ¶ 8, provided that comparable coverage (as determined by the Board) is maintained during the term of this Contract.

- A. The Board shall not be required to remit premiums for any insurance coverage for the Superintendent and her eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder, or third-party administrator.
- B. The terms of any contract or policy issued by any insurance company or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters.

- C. The Superintendent is responsible for ensuring the completion of all forms and documents needed to receive the above-described insurance coverage.
- D. The Board, by remitting the premium payments required to provide the above-described insurance coverage(s), shall be relieved from all liability with respect to insurance benefits.

10. **Residency.** The Superintendent shall reside within at least twenty-five (25) miles from the District's nearest boundary. The Superintendent is encouraged to establish her residence within the boundaries of the Galesburg-Augusta Community Schools. The Board shall reimburse the Superintendent up to Twenty-Five Hundred Dollars (\$2,500) towards the reasonable expenses to move customary household items to her residence in the District.

11. **Other Fringe Benefits.** The Superintendent shall receive such compensated and non-compensated leaves of absence, holiday periods, and other similar fringe benefits which are equal to those granted by the Board to other certified administrators for the District pursuant to either Board policy or any current bargaining agreement. Those benefits are summarized as follows:

- A. *Vacation:* up to twenty-five (25) paid days per Contract year, with five (5) days to be used during the Christmas break period. Vacation days must be used within the Contract Year for which they are made available and shall not accumulate beyond the Contract Year. The Superintendent shall schedule use of vacation days in a manner to minimize interference with the District's business and orderly operation. All vacation scheduling is subject to the approval of the Board President.
- B. *Sick Leave:* up to ten (10) paid days per Contract year, which may accumulate beyond the Contract year for up to a total of forty-four (44) days.
- C. *Holidays:* Good Friday, Memorial Day, July 4th, Friday Before Labor Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve, New Year's Day.
- D. *Bereavement Leave:* A maximum of five (5) days with pay will be allowed for a death in the immediate family. "Immediate family" is defined as father, mother, father-in-law, mother-in-law, spouse, children, brother, sister, grandmother, grandfather, brother-in-law, sister-in-law, grandchild, and others living within the household of the Superintendent.
- E. *Tuition Reimbursement:* The District will pay up to sixty percent (60%) of the cost per credit hour for in-state tuition at Western Michigan University, with a limit of six (6) credit hours per year. Classes must be related to the Superintendent's job responsibilities and must be pre-approved by the Board.
- F. *Mileage Reimbursement:* The Board will pay the Superintendent the IRS mileage rate for reimbursement of District-related travel, except for in-county travel and travel to/from the Superintendent's residence to the District.
- H. *Phone Stipend:* The Board will pay the Superintendent a monthly phone stipend of Seventy Dollars (\$70).

These benefits shall be subject to and administered in accordance with any Board policy establishing employment benefits for administrators, and any plan document describing the benefit and eligibility for the benefit. The Board does not pay any compensation for unused sick, vacation, or other leave days upon separation from employment. The Superintendent shall maintain a record of the leave days used and report the use of leave days to the payroll clerk for proper processing.

12. **Medical Examination.** The Superintendent shall submit to such medical examinations (including drug or alcohol tests), supply such information, and execute such documents as may be required by any underwriter, policyholder, or third-party administrator providing insurance programs specified under this Contract, or as may be directed by the Board to determine the Superintendent's ability to perform the essential job functions required by her assignment, with or without reasonable job accommodation(s).

- A. Upon the Board's request, the Superintendent shall authorize the release of medical information necessary to determine if the Superintendent is able to perform the essential job functions required by her assignment, with or without reasonable job accommodation(s).
- B. Any medical or psychological examination or disclosure of such information required of the Superintendent by the Board shall be job-related and consistent with business necessity.
- C. Any medical or psychological examination under this section shall be at Board expense and shall be conducted by appropriate medical personnel of the Board's choice.
- D. Any information obtained from medical or psychological examinations or inquiries shall be confidential. The Superintendent may receive the results of Board-ordered tests and examinations upon written request.

13. **Errors and Omissions Insurance.** The Board agrees to pay the premium amount for errors and omissions insurance coverage which includes the Superintendent while engaged in the performance of a governmental function and while the Superintendent is acting within the scope of her authority.

- A. The terms of the errors and omissions insurance policy shall control the Superintendent's defense and indemnity. The Board's sole obligation shall be limited to the payment of premium amounts for the above errors and omissions coverage.
- B. If such insurance coverage cannot be purchased in the above amount or at a reasonable premium rate, the Board will promptly notify the Superintendent of that fact and the parties will promptly meet and confer to reach a mutually agreeable solution to address that situation. In that event, the Board agrees on a case-by-case basis to consider providing legal defense or indemnification to the Superintendent as authorized under MCL 691.1408 and MCL 380.11a(3)(d).

14. **Performance Evaluation.** The Superintendent's performance shall be evaluated by the Board, at least annually. This evaluation process shall comply with Section 1249b of the Revised School Code (or its successor provision), using multiple rating categories that take into account student growth data as a significant factor. See MCL 380.1249b.

The Board will evaluate the Superintendent annually on or before April 1 of each Contract year. The Superintendent shall notify the Board annually, no later than the last Board meeting in February, of the need to conduct her performance evaluation.

15. **Extension of Agreement.** On or before April 1 of each Contract year, the Board will determine whether to extend the Superintendent's Contract for an additional Contract year. The Superintendent shall place the issue of extension on the Board's agenda for the last Board meeting in March. The Contract may be extended by the affirmative vote of a majority of the then-current Board members at that time. The compensation for the additional year may be set at that time or determined later in accordance with this Contract.

The Contract term will not be extended without the affirmative vote of a majority of the then-current Board members. Merely achieving an evaluation rating of "effective" or above does not guarantee that the Board will extend the Contract term.

16. **Assignment.** The Superintendent is subject to assignment and transfer to another administrative position of employment with the District at the Board's discretion. In the event of such assignment/transfer, the Superintendent's salary and other group benefits shall be those as stated in this Contract, or as otherwise mutually agreed-upon by the Superintendent and the Board.

17. **Tenure Exclusion.** The Superintendent shall not be deemed to have been granted tenure in the administrative position initially assigned or to which she may be assigned or transferred or in any capacity other than that of a classroom teacher.

18. **Termination.** The Board is entitled to terminate the Superintendent's employment at any time during the term of this Contract when it determines that the Superintendent has engaged in any act of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if the Superintendent materially breaches the terms and conditions of this Contract, or for any other basis that constitutes reasonable and just cause.

- A. The foregoing standard for termination of this Contract during its term shall not apply to nonrenewal of this Contract at the expiration of its term, which decision is discretionary with the Board and shall be governed by Section 1229 of the Revised School Code, MCL 380.1229.
- B. If the Board undertakes to dismiss the Superintendent during the term of this Contract, she shall be entitled to written notice of charges and an opportunity for a hearing before the Board.
- C. If the Board terminates the Superintendent's employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further contractual obligation to the Superintendent.

19. **Arbitration.** If a dispute relating to the Superintendent's termination arises during the term of this Contract, the parties agree to submit such dispute to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association, and shall comply with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.

- A. The parties intend that this process of dispute resolution shall include all contract and statutory claims advanced by the Superintendent arising from her termination during the term of this Contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. However, this agreement to arbitrate does not restrict the Superintendent from filing a claim or charge with any state or federal agency (such as the Equal Employment Opportunity Commission or the Michigan Department of Civil Rights), and does not apply to any claims for unemployment compensation or workers' compensation which may be brought by the Superintendent. Instead, this agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings.
- B. This agreement to arbitrate means that the Superintendent is waiving her right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, the Superintendent has the right to representation by counsel of her choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery, and the right to a fair hearing. However, the Superintendent, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.
- C. The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and the Superintendent, subject to the Superintendent's right to seek to tax such fees as costs against the Board.
- D. Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within one hundred eighty (180) days of the effective date of the Superintendent's termination during the term of this Contract. The arbitrator's Decision and Award shall be final and binding and judgment thereon may be entered in the Kalamazoo County Circuit Court.

20. **Limitations.** The Superintendent agrees that any claim or suit arising out of her employment with the Board must be filed no more than six (6) months after the date of the employment action that is the subject of the claim or suit. The Superintendent understands that the statute of limitations for claims arising out of an employment action may be longer than six (6) months, but agrees to be bound by the six (6) month period of limitation set forth in this Contract and expressly waives any statute of limitations to the contrary. Should a court of competent jurisdiction determine that this provision allows an unreasonably short period of time to commence a lawsuit, it is the parties' intent that the court will enforce this provision to the extent possible and declare the lawsuit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.

21. **Entire Agreement.** This Contract contains the entire agreement and understanding between the Board and the Superintendent about the Superintendent's employment. Prior or concurrent representations, promises, contracts, or understandings (written or oral) not contained in this Contract have no effect.

- A. Any prior agreement (written or oral) pertaining to the terms of this Contract is cancelled and superseded by this Contract. Provided, however, that this Contract is voidable under the Revised School Code's provisions pertaining to criminal history and records checks.

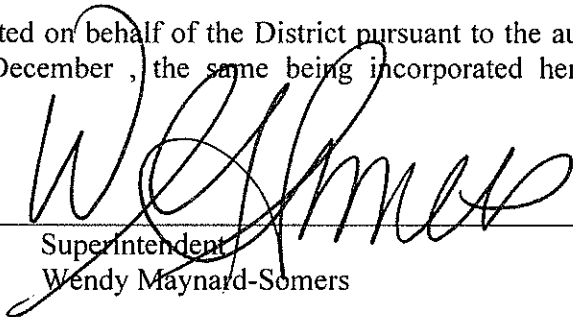
B. No change or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board as reflected in its minutes, and signed by the Superintendent and the President and Secretary of the Board.

C. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provisions of this Contract at such time or at any other time.

22. **Voidability.** If any provision of this Contract becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Contract shall continue in full force and effect without said provision(s).

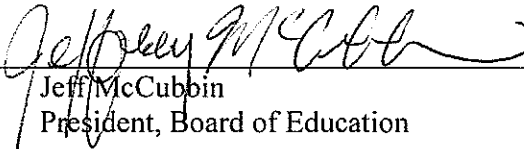
23. **Authorization.** This Contract is executed on behalf of the District pursuant to the authority contained in the Board resolution adopted on December , the same being incorporated herein by reference.

Dated: 4/15/2021

By: 

Superintendent
Wendy Maynard-Somers

Dated: _____

By: 

Jeff McCubbin
President, Board of Education