

**SUPERINTENDENT'S CONTRACT**  
**FLUSHING COMMUNITY SCHOOLS**  
**GENESEE COUNTY, MICHIGAN**

THIS AGREEMENT, entered into this 28<sup>th</sup> day of June, 2016, between FLUSHING COMMUNITY SCHOOLS BOARD OF EDUCATION, GENESEE COUNTY, MICHIGAN, hereinafter called the "Board", and TIMOTHY Z. STEIN, hereinafter called "Superintendent".

WHEREAS, the Board of Education at a meeting held on the 28<sup>th</sup> day of June, 2016, approved the employment of Timothy Z. Stein as Superintendent in accordance with the terms and conditions of this contract; and

WHEREAS, Timothy Z. Stein desires to be employed as Superintendent in accordance with the terms and conditions of this contract;

NOW THEREFORE, IT IS AGREED, as follows:

**TERM**

The Board agrees to employ Timothy Z. Stein as Superintendent of its schools for the term of 3 years from 7/1/2016 to and including 6/30/2019.

**COMPENSATION**

The Board agrees to pay the Superintendent for his services during each year of said contract in equal installments unless otherwise agreed to by the parties. Compensation shall be \$157,563.00\* annually. Said salary shall be reviewed annually and is subject to the Fund Balance Driven Formula. (See Attached)

\*For the 2017-2018 School Year:

- Formula Determined Wage Adjustment

\*For the 2018-2019 School Year

- Formula Determined Wage Adjustment

Merit Pay stipend of (\$200) to be awarded annually upon successful achievement of District Student Growth Measures.

**BENEFITS**

- (a) Pay to the Michigan Public School Employees Retirement System for the account of the Superintendent the employer's contribution under law, and
- (b) Provide the Superintendent and pay the premium for a policy of term insurance on the life of the Superintendent while so employed in the amount of two and one-half times the annual salary of the Superintendent, rounded out to the nearest thousand, and
- (c) Provide coverage for dental, medical and hospitalization, disability, optical, and other fringe benefits as provided for other Flushing Community Schools administrators, and
- (d) Award twelve (12) sick days annually, three (3) of which may be used for business days. Sick day accumulation shall be capped at 180 days and be paid out for unused sick days at termination at \$100 per day. Sick days accumulated prior to July 1, 2010 will not be affected by the terms of this contract. Total pay at termination shall include all sick days accumulated as Superintendent under this contract in addition to those sick days accumulated by Timothy Stein in his previous work for the district, and

- (e) Provide twenty (20) non-cumulative paid vacation days per year to be taken at a time mutually agreed upon by the Board and the Superintendent, and
- (f) Provide seventeen (17) paid days for holidays as provided for other Flushing Community Schools administrators, and
- (g) If it is necessary to calculate a daily rate, it shall be 1/260th of the annual salary that year as the per diem salary rate, and
- (h) 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, and
- (i) Reimburse the Superintendent for all reasonable and necessary expenses incurred on behalf of the district in the performance of his duties under this contract; however, no reimbursement for out-of-state travel and expenses will be given without Board approval, and
- (j) Reimburse the Superintendent for reasonable and necessary memberships in professional and civic organizations, and
- (k) The Superintendent will be allowed to offer his special services and expertise, and he may be compensated additionally for consultant service from agencies or governmental units directly in addition to his board paid salary.

## **DUTIES**

The Superintendent accepts employment as Superintendent of Flushing Community Schools and agrees during the term of this contract to devote his full time and best efforts to the executive management and administration of the school system as it now or may hereafter be constituted or organized, under the provisions of the applicable Michigan statutes now existing or as amended, and under the policies and rules and regulations now in effect or hereafter adopted by the Board.

The Superintendent agrees to continue and to upgrade his qualifications as Superintendent and to comply with all legal requirements to be a Superintendent.

## **EVALUATION**

The Board shall prepare an evaluation of the Superintendent's performance on an annual basis prior to April 1st of each year. A copy of the evaluation shall be submitted to the Superintendent in writing.

## **PROFESSIONAL LIABILITY**

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 Flushing Community Schools, provided the incident arose while Superintendent was acting within the scope of his employment.

The Board 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.

## TENURE EXCLUSION

It is understood and agreed by the Superintendent that he is not deemed to be granted and is not granted continuing tenure in his capacity as Superintendent or in any capacity other than a classroom teacher by virtue of this contract.

## TERMINATION

The Superintendent shall be subject to discharge for good and just cause, but the Board shall not arbitrarily and capriciously dismiss him. No discharge shall be effective until written charges have been served upon him and he has 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.

## 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.

## NON-RENEWAL OF CONTRACT

This Contract shall terminate on June 30, 2019. The Superintendent acknowledges that he has no expectation of employment by the School District beyond that date. The Board of Education shall take action whether or not to extend the Contract by April 1, 2018. If the Board does not take such action by April 1, 2018, then this Contract will be automatically renewed for an additional one year period (July 1, 2019 through June 30, 2020). The Superintendent shall advise the Board President in writing of the Board of Education's obligation with respect to making a decision regarding the extension of this Contract pursuant to this section by February 1, 2018, and February 1 of each year thereafter in the event the Contract is automatically extended.

IN WITNESS THEREOF, the parties have duly executed this Superintendent's Employment Contract as of the day and year written in the opening paragraph.

FOR THE BOARD OF EDUCATION

Jessie R. Winkiel  
President

Nancy S. Protogot  
Secretary

BY THE ADMINISTRATOR:

Timothy Z. Stein  
Timothy Z. Stein

Fund Balance Driven Formula

Audited fund balance calculated as a percentage of total general fund expenditures.

Salaries shall be frozen until after the Board accepts the annual audit, and are contingent upon the level of general fund balance as follows:

15.00% or higher	Wage Opener.
13.01% - 14.99%	Superintendent will receive a stipend equivalent to .5% of base rate earnings July 1 – January 31. Stipend to be spread in equal bi-weekly payments between February 1 and June 30. Superintendent will receive a .5% increase to base rate of pay effective February 1.
8.60% to 13.0%	Superintendent will receive a stipend equivalent to .5% of base rate earnings scheduled for February 1 – June 30. Stipend to be spread in equal bi-weekly payments between February 1 and June 30.
8.59% or less	0% increase:  If the fund balance is 8.59% or less, then contracts will be adjusted to the necessary level of concessions in a mutually agreed upon fashion.

Payroll adjustments will be made effective on the first pay in April to meet necessary concessions if no agreement is reached.