

CONTRACT OF EMPLOYMENT

Superintendent

It is hereby agreed by and between the Board of Education of the Traverse Bay Area Intermediate School District (hereinafter "Board") and Nicholas Ceglarek (hereinafter "Superintendent") that pursuant to Sections 601a(1)(d), 623(1)(b) and 1229(1) of the Revised School Code, the Board in accordance with its action found in the minutes of its meeting held on the 18th day of June, 2019, has and does hereby employ Nicholas Ceglarek for a five (5) year period commencing on July 1, 2019 and ending on June 30, 2024 according to the terms and conditions as described and set forth herein as follows:

1. The Superintendent shall perform the duties of the office of Superintendent as prescribed by the Board and as may be established, modified and/or amended from time to time by the Board. Superintendent acknowledges the ultimate authority of the Board with respect to his responsibilities and directions related thereto.

2. Superintendent represents that he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the provisions of Sections 1246 and 1536 of the Revised School Code and the regulations of the Michigan Department of Education, to serve in the position of Superintendent. Superintendent agrees, as a condition of his continued employment, to meet and maintain all certification and continuing education requirements for the position of Superintendent as are and may be required by law and/or by the State Board of Education. If at any time Superintendent fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position of Superintendent, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

3. Superintendent agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position of Superintendent. Superintendent agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, Superintendent agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board to carry out the educational programs and policies of the Intermediate School District during the entire term of this Contract. Superintendent agrees that he will diligently and competently discharge his duties on behalf of the Intermediate School District to enhance the operation of the Intermediate School District and will use his best efforts to maintain and improve the quality of the programs and services of the Intermediate School District.

The Superintendent serves as the chief executive officer and chief administrative officer of the Board. The Superintendent is responsible, subject to Board approval and ratification, for managing, organizing and arranging operations and personnel in a manner that best serves the interests of the Intermediate School District. The responsibility for the selection placement, and transfer of personnel is delegated to the Superintendent, subject to final approval by the Board.

4. Superintendent shall be paid at an annual (twelve month) base salary rate of not less than One Hundred Ninety Seven Thousand Four Hundred Ten (\$197,410.00) in consideration of his performance of the duties and responsibilities of the position assigned in conformance with the requirements and

expectations of the Board. During the term of this Contract, the Superintendent's base salary rate shall not be decreased except by mutual written agreement executed as an amendment to this Contract.

As part of the remuneration for the Superintendent's services, the Board shall annually contribute an amount equal to ten percent (10%) of the Superintendent's base salary rate to a 403b tax deferred annuity. This contribution shall be remitted by June 30 annually in consideration of services rendered by Superintendent during the fiscal year that closes on that date.

The annual salary shall be paid in twenty-six (26) equal bi-weekly installments beginning with the commencement of the fiscal/contract year (July 1 - June 30).

The Board hereby retains the right to increase the annual salary of the Superintendent during the term of this Contract. Consistent with the provisions of Section 1250 of the Revised School Code, the Superintendent's job performance and job accomplishments will be significant factors in determining any adjustment to his compensation. Any increase 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.

5. The Superintendent is employed on the basis of fifty-two (52) weeks of work per contract/fiscal year (July 1 through June 30) as scheduled by the Board. Superintendent shall be granted vacation time of thirty (30) days per fiscal year. The Superintendent may carry over up to fifteen (15) unused vacation days from one fiscal year to the next succeeding fiscal year. Superintendent may make a written election to redeem up to ten (10) unused vacation days each fiscal year. The payment for those days will be at Superintendent's per diem rate (i.e. 1/260 of annual base salary as identified in ¶ 4 of this Contract. Superintendent shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the Intermediate School District. The Superintendent will inform the Board President in advance of use of vacation time.

6. Superintendent's performance shall be evaluated at least annually by June 30. By September 1, 2018, the Superintendent shall propose to the Board a process for evaluation of the Superintendent. At the time of the Superintendent's annual year-end evaluation, the parties will discuss whether they have interest in extending the term of this Contract. Should there be a mutual determination to do so, a new Contract shall be prepared reflecting the extended term.

7. The Board shall be 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 acts of moral turpitude, or for other causes that are not arbitrary or capricious.

The foregoing standards for termination of this Contract during its term shall not be applicable to non-renewal of this Contract at the expiration of its term, which decision is discretionary with the Board.

In the event that the Board undertakes to dismiss Superintendent during the term of this Contract due to any of the grounds enumerated above, he shall be entitled to written notice of charges and an opportunity for a hearing before the Board. In the event of termination of employment during the term of this Contract under this provision, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

Alternatively, if the Board determines to terminate this Contract during its term without reliance upon the reasons for termination enumerated above, it may do so on thirty (30) days written notice to the Superintendent. In the event of termination of employment during the term of this Contract under this alternative, the Board shall make a severance payment to the Superintendent in an amount equal to one (1) year of the base salary specified in ¶ 4 of this Contract. Such payment will be made within thirty (30) days of the effective date of termination and shall extinguish all other liability under this Contract.

8. In the event of Superintendent's mental and/or physical incapacity to perform the duties of his office, he shall be granted an initial leave of ninety (90) work days for purpose of recovery. The Superintendent shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the ninety (90) work day period to be unpaid. Upon utilizing leave under this provision, Superintendent shall furnish medical certification to the Board (or its designee) respecting the necessity for the leave.

If the Board (or designee) has reason to doubt the validity of the medical certification supplied by Superintendent, it may require a second opinion, at Board expense.

Superintendent may request a ninety (90) work day unpaid leave extension in the event of his physical and/or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is a verified prognosis that he will be able to resume his duties at the conclusion of the extended leave interval. Medical certification shall be supplied by Superintendent as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

If Superintendent is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), his employment and this Contract may be terminated at the option of the Board. However, no such termination shall occur where restoration after leave is required by the Family and Medical Leave Act.

Prior to resumption of duty after an unpaid leave of absence for a serious health condition, Superintendent shall provide to the Board a fitness for duty certification from his health care provider. The Board may seek a second opinion from an independent health care provider. The cost of that second opinion shall be paid by the Board.

9. Superintendent agrees that he shall not be deemed to be granted continuing tenure in the position of Superintendent or in any capacity other than that of a classroom teacher, should the probationary period required for tenure as a teacher be fulfilled. Nor shall the decision of the Board not to continue or renew the employment of Superintendent for any subsequent period in any capacity, other than as a classroom teacher, as may be required by the Teachers' Tenure Act, be deemed a breach of this Agreement or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

10. Superintendent shall submit to such medical examinations, 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. Additionally, upon request of the Board, Superintendent shall authorize the release of medical information necessary to determine if he is capable of performing the essential job functions required of the position of Superintendent with or without reasonable job accommodation(s). Any physical or mental examination or disclosure of such information required of

Superintendent by the Board shall be job related and consistent with business necessity. Any medical or psychological examination under this section shall be at Board expense. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.

11. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third party administrator, the Board shall make benefit cost payments, as specified below, on behalf of Superintendent and his eligible dependents for enrollment in the insurance programs that are provided to other executive administrative staff employed by the Board.

If Superintendent makes a voluntary written election not to enroll in the health/medical coverage offered by the Board, he will receive a monthly cash stipend of equal to that paid to other members of the executive administrative staff on the condition that he furnishes written verification that he is enrolled in another health/medical benefits plan that meets the minimum value and coverage requirements of the Affordable Care Act.

Superintendent agrees that the Board has the right to allocate to him responsibility for a portion of the benefit plan costs for the insurance coverages specified above, as may be determined by the Board, in its discretion. However, this contribution shall not be less than the amount determined by the Board to be necessary to comply with the Publicly Funded Health Insurance Contribution Act, 2011 PA 152. The Board will notify Superintendent of the amount for which he is responsible in excess of the Board paid medical benefit plan cost contributions and premiums. Superintendent agrees that the amount of medical benefit plan costs contributions and premiums designated by the Board, as his responsibility shall be payroll deducted from his compensation.

Provided that eligibility and insurability criteria are met, the Board will pay the premium amount for a term life insurance policy for the Superintendent with a death benefit specification of two times the Superintendent's base salary, rounded to the nearest multiple of \$5,000.00.

12. The Board reserves the right to change the identity of the insurance carrier, policyholder or third party administrator for any of the above coverages, provided that comparable coverage, as determined by the Board, is maintained during the term of this Agreement. The Board shall not be required to remit premiums for any insurance coverages for the Superintendent and his eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder or third-party administrator. 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. Superintendent is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. 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.

13. Superintendent is entitled to the following holidays for which no service to the Intermediate School District is required:

- New Year's Day
- Good Friday (if school is not in session)
- Memorial Day

Independence Day
Labor Day
Thanksgiving
Day After Thanksgiving
Christmas Eve Day
Christmas Day
Day after Christmas

14. At the inception of this Contract on July 1, 2018 Superintendent shall be granted ninety (90) days of accumulated sick leave for personal illness or disability. In addition, the Superintendent will be allocated twelve (12) sick leave days at the commencement of each fiscal year, beginning on July 1, 2018. Unused sick leave shall be cumulative to a maximum of One Hundred Ten (110) days and shall have no cash value upon the termination of Superintendent's employment with the Intermediate School District.

15. Superintendent shall be eligible to be reimbursed for travel, meals and lodging in accordance with per diem expense and reimbursement standards and procedures established by the Board.

Subject to express approval by the Board, the fees or dues for the Superintendent's membership in appropriate professional organizations shall be paid by the Board.

The Board expects that the Superintendent will attend appropriate professional meetings at the local and state levels. Prior approval of the Board will be required for attendance at any national conferences or meetings. Superintendent shall be reimbursed for any registration fees, tuition, travel, lodging and/or reasonable meal expenses for himself in relation thereto not prepaid by the Board.

16. Superintendent is authorized to utilize up to ten (10) work days in any fiscal year for consultant work, speaking engagements, planning facilitations and like activities, with prior approval of the Board President. In no case will the Board be responsible for any expense attendant to the performance of the above activities. It is also recognized that the Superintendent may occasionally teach courses at the college and university level, outside of work hours. However, no such activities will interfere with the performance of his duties as Superintendent.

17. In recognition of the Superintendent's extensive experience in the field of education and his academic credentials the Board will provide the Superintendent with an annual stipend in the amount of twelve and one-half percent (12.5 %) of the annual base salary rate as specified in ¶ 4 of this Contract. This benefit amount shall not be subject to contribution under the Public School Employees Retirement Act.

18. The Board will either lease or purchase a suitable vehicle for use by the Superintendent in connection with the performance of his job duties within the Intermediate School District. The cost of the vehicle will be at the Board's discretion and the Intermediate School District shall be responsible for all costs of maintenance, insurance, tires, gasoline (for school business), registration, license and similar associated costs. The Superintendent will be responsible for reporting personal use of the automobile in accordance with TBAISD policy and applicable IRS standards. At such time as the Superintendent deems appropriate, he shall present to the Board his choices of vehicles for the Board's consideration, to be leased or purchased.

19. The Board agrees to provide the Superintendent with tuition reimbursement and certification fees reimbursement consistent with the Collective Bargaining Agreement provisions for professional staff.

20. The Board agrees to pay the premium amount for errors and omissions insurance coverage for the Superintendent while he is engaged in the performance of a governmental function and while he is acting within the scope of his authority. The policy limits for this coverage shall be not less than \$500,000.00. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of Superintendent. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions coverage. In the event that such insurance coverage cannot be purchased in the above amounts and/or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify Superintendent.. In that event, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to the Superintendent as is authorized under MCL 691.1408 and MCL 601a(1)(d).

21. This Contract contains the entire agreement and understanding by and between the Board and the Superintendent with respect to the his employment and no prior or concurrent representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect. All prior contracts or other agreements (written or oral) pertaining to the terms of this contract are cancelled and are superseded by the terms of this Contract. Provided, that this Contract is voidable pursuant to the provisions of the Revised School Code pertaining to criminal records and criminal history checks.

No amendment to or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board reflected in its minutes, and signed by Superintendent and the President and Secretary of the Board. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provision of this Contract at such time or at any other time.

22. 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. Superintendent agrees that any claim or suit arising out of his 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. 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 herein and 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 law suit, it is the intent of the parties that the court enforce this provision to the extent possible and declare the law suit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.

24. This Contract is executed on behalf of the Traverse Bay Area Intermediate School District pursuant to the authority granted as contained in the action of the Board taken on June 18, 2019, the same being incorporated herein by reference.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

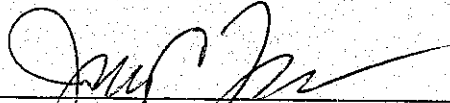
Date: 6/18/19



SUPERINTENDENT - NICHOLAS CEGLAREK

**TRAVERSE BAY AREA
INTERMEDIATE SCHOOL DISTRICT
BOARD OF EDUCATION**

Date: 6/18/19

By 

Joseph C. Fisher - President

By 

Elizabeth McKellar - Secretary

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