



SUPERINTENDENT CONTRACT

BETWEEN

JONESVILLE COMMUNITY SCHOOLS

AND

ERIK WEATHERWAX

July 1, 2021 to June 30, 2024

CONTRACT OF EMPLOYMENT

Superintendent

The Board of Education (“Board”) of Jonesville Community Schools (“District”) and Erik Weatherwax (“Employee”), pursuant to Section 1229(1) of the Revised School Code of the State of Michigan, by Board action at a meeting held on the 7th day of June, 2021, employs Employee as District Superintendent for a three (3) year period commencing on July 1, 2021 and ending on June 30, 2024, according to the following:

1. Employee shall perform the duties of Superintendent as prescribed by Board and as may be established and/or amended by Board, the Revised School Code, and under the supervision and direction of Board. Employee accepts the ultimate authority and direction of Board with respect to his/her responsibilities.

2. Employee represents that he/she possesses and will maintain all certificates, credentials, and qualifications required by law, including the provisions of Sections 1246 and 1536 of the Revised School Code, including the regulations of the Michigan Department of Education, and those required by Board to serve in the position assigned. Employee agrees, as a condition of his/her continued employment, to meet all continuing education requirements required by law, regulation or the Michigan Department of Education. If Employee fails to maintain all certificates, credentials, continuing education requirements and/or qualifications required, this Contract shall automatically terminate and Board shall have no further obligations.

3. Employee agrees to devote his/her talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Employee agrees to faithfully perform duties assigned by Board and to comply with the directives of Board. Further, Employee agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations, District policies, and by Board to carry out the educational programs. Further, Employee agrees to devote substantially all of his/her business time, attention and services to the diligent, faithful and competent discharge of his/her duties on behalf of District to enhance the operation of District and agrees to use his/her best efforts to maintain and improve the quality of the programs and services of District. Employee will not perform professional services outside his/her administrative duties, or perform work for any other employer or entity without the preapproval of Board.

4. Employee shall be paid at an annual salary rate of not less than One Hundred Sixteen Thousand Five Hundred and no/100 Dollars (\$116,500.00) in consideration of his/her performance of the duties and responsibilities of the position. The annual salary shall be paid in up to twenty-six (26) biweekly installments beginning with the commencement of the fiscal/contract year (July 1 through June 30). Biweekly payment shall not begin until Employee begins work for the fiscal/contract year. This salary shall be prorated should Employee work less than a full fiscal/ contract year.

a. Should Employee be assigned or transferred to another position, the salary shall be as established by Board for that position. Upon separation or unpaid leave of absence of Employee during any fiscal/contract year, his/her salary shall be adjusted to reflect payment, on a

per diem basis, for the number of days on which services were actually and physically rendered during the contract year. Any amounts due Employee upon separation or commencement of unpaid leave shall be remitted by Board to him/her as soon as such amounts can diligently be determined. Any salary amounts received by Employee in excess of days actually worked during the fiscal/contract year shall be deducted from Employee's remaining wages and Employee, by executing this Contract, gives his/her written consent for such deduction. Any wage overpayments not recoverable by Board through wage deduction shall be remitted to Board by Employee within three (3) business days of separation from employment. If not paid in this manner, Employee agrees that judgment may be entered against him/her in any Michigan court of competent jurisdiction for such amount(s).

b. Board retains the right to adjust the annual salary of Employee during the second year of this Contract. Any such salary adjustment shall not reduce the annual salary below the minimum annual salary unless Employee has been transferred or assigned a position at a lower salary rate. Any adjustment in salary made during this Contract shall be in the form of a written amendment and when executed by Employee and Board, shall become a part of this Contract.

c. In the absence of an adjustment to the annual salary of Employee as provided in subparagraph b above, in each of the second and third years of this Contract Employee's annual salary shall be increased by the same percentage as the percentage increase in the wages of the District's teachers.

5. Compensation includes: salary and wages; on a current basis, investments made in a tax sheltered annuity for a public school employee as remuneration for service under the Public School Employees Retirement Act; and merit pay as established by a reporting unit for the purpose of rewarded achievement or specific performance objectives.

a. In addition to annual salary for services performed, Employee will be paid wages/compensation as a non-elective annuity contribution to an IRS 401(a), 403(b) or 457 plan in the annual amount of Six Thousand Five Hundred and no/100 Dollars (\$6,500.00). This sum shall be prorated based upon actual time worked if Employee does not work the full regularly scheduled work year. This sum shall be reported as wages for Office of Retirement Services (ORS) retirement contributions.

b. Board has allocated wages/compensation under this Contract between salary and annuity contributions, as requested by Employee. Board makes no representations as to the advisability or impact of these allocations for purposes of the Employee's tax, retirement, or financial planning. Board provides no assurances for purposes of retirement benefits. Employee has been provided an opportunity to consult with legal counsel, financial advisors, retirement advisors, and others as Employee deemed appropriate in requesting these allocations and has not relied on any representations by Board.

c. If, at any time, ORS reimburses contributions made from wages/compensation in this Contract or from previous contracts between Board and Employee,

reimbursement of Employee's contribution will be credited to Employee's 401(a), 403(b) or 457 plan with no cash option given.

6. Employee is employed on the basis of two hundred and sixty (260) workdays per fiscal year (July 1 through June 30) as scheduled by Board, and generally works forty (40) hours per week but is expected to work additional hours as required for his/her position..

7. Employee's performance shall be evaluated by Board annually and presented to Employee in writing no later than March 1 in any given school year. As such evaluations are to be based in part on goals and objectives, said goals and objectives will be presented to the Employee in writing prior to the year of evaluation.

8. Upon the beginning of the term of this Contract Employee shall be vested with fifteen (15) sick leave days. Employee shall accumulate sick leave at a rate of one day per month worked, but at no time shall Employee's total accumulated sick days exceed a maximum of ninety (90) days. Employee may utilize up to four (4) sick days per contract year for personal business.

9. Employee shall receive twenty (20) days of vacation for each school year (July 1st - June 30th of following calendar year), which may be taken after July 1 and before June 30, of each school year. Employee can rollover upto five (5) vacation days from the previous year. All remaining vacation days must be used within the fiscal year for which they are made available and Employee shall not receive any additional compensation in lieu of use of vacation days without the express agreement of Board. Employee shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the District. All scheduling of vacation is subject to the approval of Board. Upon the retirement/resignation of Employee, Board shall compensate Employee for no more than one (1) day of unused vacation leave for each year of service as Superintendent, up to a maximum of ten (10) days. Said compensation shall be based upon a per-diem calculation of the annual salary amount received by Employee in his/her last full year of employment, and shall be paid by contribution to an annuity of Employee's choosing.

10. Employee shall receive the following:

- a. One Hundred and no/100 dollars (\$100.00) per month for automobile allowance.
- b. Seventy Five and no/100 dollars (\$75.00) per month for cell phone allowance.

11. Board shall be entitled to terminate Employee's employment at any time during the term of this Contract for acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, conviction or commission of a felony or misdemeanor, if Employee materially breaches the terms and conditions of the Contract, or other reasons that are not arbitrary or capricious as determined by Board. If Board acts to dismiss Employee during this Contract, he/she shall be entitled to written notice of charges and an opportunity for a hearing before Board. Employee may be represented by legal counsel, at his/her expense, at the Board hearing. If Board

acts to discharge Employee, this Contract shall automatically terminate and Board shall have no further obligation.

12. This Contract may be non-renewed by Board pursuant to Section 1229(1) of the Revised School Code.

13. Employee shall be eligible for family medical leave per Board policy and the Family and Medical Leave Act. Applicable paid leave shall be concurrent with the Family and Medical Leave Act.

14. Prior to resumption of duty after an unpaid leave of absence for a serious health condition pursuant to the Family and Medical Leave Act, Employee shall provide to Board a fitness for duty certification from Employee's health care provider. A second opinion may be required by Board, at its expense, unless the securing of the second opinion in this context is precluded by the Family and Medical Leave Act.

15. Employee shall submit to such medical examinations, supply such information and execute such documents as may be required by any underwriter, policyholder or third-party Employee providing insurance programs specified under this Contract. Additionally, upon request of Board or Superintendent, Employee shall authorize the release of medical information necessary to determine if Employee is capable of performing the essential job functions required by his/her assignment, with or without job accommodation. Any physical or mental examination or disclosure of such information required of Employee by Board shall be job related and consistent with business necessity. Any medical or psychological examination under this section shall be at Board's expense. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.

16. Employee agrees that he/she shall not be deemed to be granted continuing tenure in the position initially assigned or to which he/she may be assigned or transferred or in any capacity other than that of a classroom teacher, should the probationary period required for tenure as a teacher be fulfilled, by virtue of this Contract or any employment assignment (requiring certification) with the District. Nor shall the decision of Board not to continue or renew the employment of Employee 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 Contract or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act. Employee 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.

17. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third-party administrator, Board shall make premium payments on behalf of Employee and his/her eligible dependents for enrollment in the following insurance programs:

- a. Health Insurance: MESSA ABC Plan 1 - BCBS PPO HSA \$1400/\$2800

- b. Dental Insurance: Delta Dental through MESSA
- c. Term Life Insurance: MESSA \$35,000 - also AD&D Life Insurance \$200,000 through SETSEG
- d. Vision Insurance: MESSA VSP 3 Gold
- e. Long Term Disability Ins.: Group Disability through SETSEG \$7500

Employee may choose to obtain his/her own insurance coverage in lieu of the insurance coverage to be provided by Board as described above, in which event Employee shall receive a cash-in-lieu insurance reimbursement payment in the amount of \$300 per month.

18. Employee agrees that Board has the right to allocate to Employee responsibility for a portion of the premium for the insurance coverages, as may be determined by the Board and in its discretion. This contribution shall not be less than the amount determined by Board to be necessary to comply with the Publicly Funded Health Insurance Contribution Act, 2011 PA 152. Board will notify Employee of the insurance costs including taxes, assessments and copayments or which he/she is responsible in excess of Board paid premium contributions, subject to payroll deduction.

19. Employee agrees that Board has the right to allocate to Employee responsibility for a portion of the premium for the insurance coverages, as may be determined by the Board and in its discretion. This contribution shall not be less than the amount determined by Board to be necessary to comply with the Publicly Funded Health Insurance Contribution Act, 2011 PA 152. Board will notify Employee of the insurance costs including taxes, assessments and copayments subject to payroll deduction for which he/she is responsible in excess of Board paid premium contributions.

20. Board reserves the right to change the identity of the insurance carrier, policyholder or third-party administrator for any of the above coverages, as determined and maintained by Board during this Contract. Board reserves the right to self-fund any of the above benefits. Additionally, Board shall not be required to remit premiums for any insurance coverages for Employee and his/her 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 of third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. Employee is responsible for assuring completion of all forms and documents needed to receive the insurance coverage. District, by payment of the premium payments required to provide insurance coverage, shall be relieved from all liability with respect to insurance benefits.

21. Employee is entitled to the following holidays for which no service to District is required: July 4th, Labor Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas, New Years Day, Memorial Day and three (3) Floating Holidays. If the holiday falls on a Saturday or Sunday the preceding Friday or following Monday will be used as the holiday.

22. Employee shall be eligible to be reimbursed for travel, meals and lodging in accordance with per diem expense and reimbursement procedures established by the Board. Any expenses to be incurred by Employee for out-of-district travel shall be submitted in advance for review and approval by Board or its designee. Employee shall be required to present an itemized account of reasonable and necessary expenses in accordance with direction of Board or its designee.

23. Subject to express approval by Board, the fees or dues for membership in appropriate professional organizations shall be paid by Board. Subject to prior approval by Board, Employee may attend appropriate professional meetings at the local, state and national levels and shall be reimbursed for any registration fees, tuition, travel, lodging and/or reasonable meal expenses for himself/herself in relation thereto not prepaid by Board.

24. Board agrees to pay the premium amount for errors and omissions insurance coverage for Employee while engaged in the performance of a governmental function and while Employee is acting within the scope of his/her authority. The policy limits for this coverage shall be not less than \$2,000,000.00. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of Employee. The sole obligation undertaken by 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, Board shall have the right to discontinue said coverage and shall so notify Employee. In that event, Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to Employee as is authorized under MCL 691.1408 and MCL 380.11a(3)(d).

25. Employee may receive reimbursement for coursework, subject to approval by Board. In order to be eligible for reimbursement, the coursework must be directly related to Employee's responsibilities with District. Employee's job duties and responsibilities shall have priority over class attendance. Time away from District and/or the duties and responsibilities of Employee shall be limited and reasonable. In order to be eligible for reimbursement, the class must have been completed by Employee and a satisfactory grade obtained as evidenced by a college transcript. Reimbursement, if approved by Board, shall be as follows:

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| a. 3.0 or higher GPA | 50% reimbursement |
| b. 2.9 or lower GPA | 0% reimbursement |

26. If a dispute arises between the parties relating to discharge of Employee during this Contract, the parties agree to submit such 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. Arbitration under this provision shall be conducted pursuant to the terms of the Michigan Arbitration Act, MCL 691.1681 *et seq.* and MCR 3.602. The parties intend that this dispute resolution shall be inclusive of all contract and statutory claims advanced by Employee arising from Employee's discharge during 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

Employee 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 Employee. This agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings. Employee acknowledges he/she is waiving his/her right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, Employee shall have the right to representation by counsel of his/her choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery and the right to a fair hearing. However, Employee, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.

27. The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by Board and Employee, subject to the right of Employee to seek to tax such fees as costs against Board. Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on Board within one hundred eighty (180) days of the effective date of Employee's discharge during the term of this Contract and to enforce the award.

28. Employee agrees that any claim or suit arising out of Employee's employment with Board must be filed no more than 180 days after the date of the employment action that is the subject of the claim or suit. Employee understands that the statute of limitations for claims arising out of an employment action may be longer than 180 days, but agrees to be bound by the 180 day 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.

29. This Contract contains the entire agreement and understanding between the Board and Employee with respect to the employment of Employee 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 Schools 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 and signed by Employee and 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.

30. 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 provisions; provided, however, that no such severability shall be effective if it materially changes the economic benefit of this Contract to any party.

31. This Contract is executed on behalf of the District pursuant to the authority granted under the laws of the State of Michigan.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on the day and year noted.

Date

_____, Employee

**BOARD OF EDUCATION OF
JONESVILLE COMMUNITY SCHOOLS**

Date

Its: President

Date

Its: Secretary