

**SCHOOLCRAFT COMMUNITY SCHOOLS
CONTRACT OF EMPLOYMENT - SUPERINTENDENT**

Pursuant to Section 1229(1) of the Revised School Code and in accordance with the action found in the minutes of the Board of Education (the "Board") of the **Schoolcraft Community Schools** ("School District") meeting held on July 13, 2020 the Board employs (the "Superintendent") as its Superintendent of Schools according to the terms and conditions of this Contract of Employment as specifically described below.

1. **Term of Contract.** The Board employs the Superintendent for a fixed term of one (1) year beginning July 1, 2020 and ending on June 30, 2021. The Superintendent acknowledges that his employment with the District will end on June 30, 2021 and that he does not want his Contract to be extended. The Superintendent waives any notice obligation by the Board pursuant to Section 1229(1) of the Revised School Code.

2. **Administrative 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, including but not limited to:
 - A. Participating in meetings of the Bond Steering Committee

 - B. Supporting the Board with the implementation of a superintendent transition plan

3. **Qualifications.** The Superintendent represents that he possesses and shall maintain all certificates, credentials, and qualifications required by law, including Michigan Department of Education Regulations, and those required by the Board to serve in the position assigned.
 - A. As a condition of his continued employment, the Superintendent will meet all continuing education requirements for the position assigned, as may be required by law or by the Michigan State Board of Education.

 - B. If at any time the Superintendent fails to maintain all certificates, credentials, continuing education requirements, or qualifications for the assigned administrative position, the Superintendent shall promptly notify the Board of that fact.

4. **Performance.** The Superintendent will devote his talents, skills, efforts, and abilities toward competently and proficiently performing all duties and responsibilities of the administrative duties assigned, including compliance with the directives of the Board to carry out its policies and educational programs.
 - A. The Superintendent pledges to use his best efforts to maintain and improve the quality of School District operations and to constantly promote efficiency in all areas of his responsibility.

- B. The Superintendent will comply with and fulfill all responsibilities and tasks for which he is responsible as required by state and federal law, as well as by the Board through its policies, regulations, and directives.

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

- A. The Board and the Superintendent shall mutually establish goals and related metrics by which the Superintendent's performance will be annually evaluated.
- B. The Board shall complete the Superintendent's annual performance evaluation no later than May 31, 2021 and shall notify the Superintendent in writing as to whether he has met the mutually-established goals and objectives.
- C. The Board President shall issue a positive letter of recommendation on the Superintendent's behalf.

6. **No Tenure in Position.** This Contract shall not be deemed to grant the Superintendent continuing tenure in the capacity of Superintendent of Schools or any other administrative position within the School District. The failure of the Board to reemploy the Superintendent at the conclusion of this Contract, in any capacity other than as a classroom teacher, shall not be deemed a breach of this Contract or a discharge or demotion within the terms of the Michigan Teachers' Tenure Act.

7. **Compensation.** The Superintendent shall be paid at an annual (12-month) salary rate of not less than One Hundred Thirty-Two Thousand Eight Hundred and Twenty-Eight Dollars (**\$132,828.00**) in consideration of his performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board.

- A. The Superintendent's 2020-2021 salary shall be paid in twenty-four (24) substantially equal semi-monthly installments, beginning with the commencement of the Contract year (July 1 - June 30).
- B. An additional Three Thousand Dollars (\$3,000) per fulfilled goal under Paragraph 5 (up to a maximum of three (3) goals) will be added as compensation to the Superintendent's 2020-2021 salary if the agreed-upon metrics are met.
- C. The School District shall also pay a contribution to an Employer-sponsored 403(b) tax-deferred annuity on behalf of the Superintendent in the amount of \$50,000, payable in equal installments at the same time the Superintendent's 2020-2021 salary is paid under Paragraph 7.A. The Superintendent may opt to take a portion of this compensation in salary.
- D. The School District has allocated the Superintendent's contractual compensation between wages and 403(b) contributions as requested by the Superintendent. The

School District makes no representation as to the advisability of those allocations as to the Superintendent's tax, retirement, or financial planning. The Superintendent has had an opportunity to consult with legal counsel, financial advisors, retirement advisors, and others regarding the allocation of the Superintendent's compensation and has not relied on any representations from the School District as to the advisability of the allocation.

8. **Severance Pay.** In consideration of his many years of service to the School District and for entering this Contract, the School District will pay directly to the Superintendent's 403(b) Plan a total of Two Hundred Fifty Thousand Dollars (\$250,000), through equal payments of Fifty Thousand Dollars (\$50,000) over five (5) years as follows:

Payment 1	No later than June 30, 2021
Payment 2	No later than June 30, 2022
Payment 3	No later than June 30, 2023
Payment 4	No later than June 30, 2024
Payment 5	No later than June 30, 2025

The Superintendent acknowledges that he is responsible to pay taxes (if any) on the severance pay amounts distributed to his 403(b) Plan as outlined above.

If the School District fails to make any of these five (5) payments on a timely basis, the entire amount (less any previously-made payments) will immediately be due. If the Superintendent has to initiate legal proceedings to enforce the terms of this paragraph, the District will pay all legal fees and costs incurred by the Superintendent if he is the prevailing party in such legal proceedings.

If the Superintendent dies during this five (5) year period, the School District will make any remaining payments to his estate.

9. **Retirement Fund.** The School District shall pay, on the Superintendent's behalf, the required contribution to the Michigan Public School Employees' Retirement Fund, commonly referred to as the Non-Contributory Plan. If an underfunding of District-paid contributions to the Superintendent's retirement account with the Michigan Public School Employees Retirement Services (MPERS) is discovered, the District will take appropriate investigative and accounting action to verify the underfunding. If the underfunding is verified and attributable to any act or omission by a District employee or agent, the District will take steps to remedy the actual underfunding to the Superintendent's MPERS account as permitted by law.

10. **Reimbursed Expenses.** The School District shall reimburse the Superintendent for all reasonable expenses resulting from the performance of his duties as Superintendent, including travel, meals, and lodging in accordance with the District's per diem expense and reimbursement procedures.

11. **Professional Development.** Subject to approval by the Board President, the Superintendent may attend appropriate professional meetings, conferences, or workshops at the local, state, and national levels, as well as training related to professional development and

certification. The School District shall pay the Superintendent's reasonable expenses related to that attendance including registration fees, tuition, travel, lodging, and meal expenses for himself.

12. **Professional Dues.** The School District shall pay the Superintendent's association dues for membership in the Michigan Association of School Administrators (MASA) and the MASA region in which the School District is located, along with other appropriate professional memberships for the Superintendent.

13. **Transportation.** The School District shall reimburse the Superintendent for use of his motor vehicle while conducting School District business. Such reimbursement is limited to travel outside of Kalamazoo County and shall be at the then-applicable School District mileage reimbursement rate.

14. **Insurance Benefits.** 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 his eligible dependents for the following group plans, subject to possible modification as stated in ¶ 15.

- A. Health and Hospitalization insurance: The Employer contribution toward the annual premium costs shall be capped at the limits set forth in Publicly-Funded Health Insurance Contribution Act, MCL 15.561 et seq., which is the cap including rate of inflation, which adjusts annually. The Superintendent will contribute the amount that exceeds the "hard cap" limit.
- B. Dental/Vision insurance: The Board shall provide the Superintendent with, at a minimum, the equivalent dental and vision benefits as provided to School District administrators.
- C. Life insurance: The Superintendent shall receive a term life policy that is double his annual salary (to the nearest \$1,000) that is paid by the School District. Beneficiary will be the choice of the Superintendent.
- D. Long-term disability: The Board shall provide ("LTD") insurance plan with the following provisions:
 - i. After the Superintendent has been totally disabled for a continuous period of ninety (90) days or expiration of his sick leave benefits as set forth in this Contract (whichever comes later), the LTD insurance plan pays a monthly benefit of 66.67% of the Superintendent's basic monthly earnings.
 - ii. The LTD insurance plan's monthly benefit shall be reduced by the amount of benefits received by the Superintendent through Worker's Compensation, Social Security, or the Michigan Public Schools Employees' Retirement System.

15. **Insurance Contracts.** The Board reserves the right to change the identity of the insurance carrier, policyholder, or third-party administrator for any of the coverages for the plans and programs identified in ¶ 14, 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 his 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 as to insurance benefits.

16. **Errors and Omissions Insurance.** The Board will pay the premium amount for errors and omissions insurance coverage for the Superintendent while engaged in the performance of a governmental function and while the Superintendent is acting within the scope of his authority. The policy limits for this coverage shall be not less than Five Million Dollars (\$5 million).

- 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).

17. **Vacation.** The Superintendent is employed on the basis of fifty-two (52) weeks of work per contract year (July 1 - June 30), as scheduled by the Board. The Superintendent shall be granted vacation time of twenty (20) days per Contract year, in addition to the holidays recognized by the School District and identified in ¶ 18 below.

- A. The Superintendent shall schedule use of vacation days in a manner to minimize interference with the District's business and orderly operation. The Superintendent shall notify the Board President of his vacation schedule.

B. All accrued vacation days must be used by June 30, 2021. Any remaining vacation days after June 30, 2021 shall be lost and not subject to remuneration of any kind.

18. **Holidays.** Consistent with the School District's calendar, the Superintendent is entitled to the following holidays for which no service to the School District is required: Independence Day, Labor Day, Thanksgiving and the day after Thanksgiving, Christmas Eve Day and Christmas (or the two days surrounding December 24 and 25 if they fall on a non-work day), New Year's Eve Day, New Year's Day (or the two days surrounding December 31 and January 1 if they fall on a non-work day), Good Friday (if school is not in session), Memorial Day. The Superintendent may also take three (3) additional personal preference holidays, to be used at the Superintendent's discretion.

19. **Personal Business Leave.** The Superintendent shall be granted two (2) personal business leave days with pay per Contract year to be used for obligations that cannot reasonably be scheduled at a time that does not conflict with the Superintendent's duties. Personal business leave shall not be used for social, recreational, vacation, or other similar purposes. Unused personal business leave days do not accumulate beyond the Contract year.

20. **Funeral Leave.** The Superintendent shall receive up to five (5) funeral leave days with pay per Contract year, related to the death of the Superintendent's spouse, child, grandparent, parent, or sibling, (and the spouse or child of any of the listed relatives), as well as any person based on friendship or prior association. Unused funeral leave days do not accumulate beyond the Contract year. The Superintendent's attendance at a funeral as a representative of the District will not be charged against funeral leave.

21. **Meritorious Leave.** The Board, at its sole discretion, may grant the Superintendent meritorious leaves of absence for family emergencies or other meritorious reasons not provided in this Contract. This leave may be paid or unpaid as determined by the Board.

22. **Sick Leave.** The Superintendent is authorized to use sick leave days when absent from duty due to personal or family illness or disability, except for any injury to the Superintendent compensable by worker's compensation. The Superintendent shall receive twelve (12) sick leave days each Contract year, with a maximum accumulation of one hundred (100) days.

23. **Disability Leave.** In the event of the Superintendent's mental or physical incapacity to perform the essential functions of his job with or without reasonable accommodation, 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 under ¶ 22 before triggering the paid disability leave in ¶ 23. Health plan premium payments shall be made on the Superintendent's behalf during this interval to the extent required by law. Upon using leave under this provision, the Superintendent shall furnish medical certification to the Board (or its designee) as to the necessity for the leave.

- A. If the Board (or designee) has reason to doubt the validity of the medical certification supplied by the Superintendent, the Board may require a second opinion, at its expense.
- B. The Superintendent may request a ninety (90) work-day unpaid leave extension in the event of his physical 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 the Superintendent will be able to resume his duties at the end of the extended leave interval. Medical certification shall be supplied by the Superintendent as a condition to any leave extension. Any extensions of leave for this purpose shall be at the Board's discretion.
- C. If the Superintendent is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any leave extension), his employment and this Contract may be terminated at the Board's option. However, no such termination shall occur when restoration after leave is required by the Family and Medical Leave Act.
- D. Before any resumption of duty after an unpaid leave of absence for a serious health condition, the Superintendent shall provide to the Board a fitness for duty certification from the Superintendent's health care provider. A second opinion may be required by the Board, at its expense, unless the securing of the second opinion is precluded by the Family and Medical Leave Act.

24. **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 his 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 his assignment, with or without reasonable job accommodation(s).
- B. Any physical 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.

25. **Administrator Benefits.** The Superintendent shall be entitled to any other benefits that the Board authorizes and approves for other School District administrators. In any case of inconsistency or contradiction, the terms of the Superintendent's Contract shall control.

26. **Nonrenewal.** The Board's decision not to continue or renew the Superintendent's employment for any subsequent period in any capacity (other than as a classroom teacher as may be required by the Michigan Teachers' Tenure Act) shall not be deemed a breach of this Contract or a discharge or demotion under the Michigan Teachers' Tenure Act.

27. **Termination.** Either party may terminate this Contract as set forth below.

- A. The Board may terminate the Superintendent's employment at any time during the term of this Contract, namely when it determines that the Superintendent has done any of the following: materially breached the terms of this Contract; been convicted of any felony; fails to possess any qualification required by law; or for any other reason that constitutes just and reasonable cause for termination, consistent with District Policy. If the Board undertakes to dismiss the Superintendent during the term of this Contract, he shall be entitled to written notice of the charges and an opportunity for a hearing before the Board.
- B. The Superintendent may terminate this Contract by giving the Board written notice not less than sixty (60) calendar days before the effective date of employment separation.
- C. This Contract shall automatically terminate on the Superintendent's death.
- D. If the Superintendent terminates this Contract before June 30, 2021, the \$250,000 pay-out provision in Paragraph 8 will be pro-rated to reflect the months which the Superintendent was actually employed for the 2020-2021 school year. For example, if the Superintendent is employed only through December 31, 2020, his pay-out is reduced by 50% (6 out of 12 months) to \$125,000. This provision does not apply to termination upon the Superintendent's death, as that circumstance is expressly addressed in Paragraph 8.

28. **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. The Arbitrator's decision 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 his 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 his 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 his 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 Circuit Court for the Ninth Judicial Circuit of Michigan (Kalamazoo County).

29. **Limitations.** The 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. 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.

30. **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.

31. **Not Assignable.** This Contract is for personal professional services and may not be assigned or transferred by the Board or by the Superintendent. This provision, however, does not in any way impede the Board's rights to assign the Superintendent to administrative duties as it deems appropriate, in its sole discretion.

32. **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).

33. **Authorization.** This Contract is executed on behalf of the School District pursuant to the authority contained in the Board resolution adopted on July 13, 2020, the same being incorporated herein by reference.

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

Date: _____, 2020

SUPERINTENDENT

Date: _____, 2020

SCHOOLCRAFT COMMUNITY SCHOOLS
BOARD OF EDUCATION

By: _____

Its: President

Date: _____, 2020

By: _____

Its: Secretary