



GODFREY-LEE PUBLIC SCHOOLS

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• Superintendent Employment Contract •

July 1, 2019 to June 30, 2022

PREAMBLE: This contract evidences the employment agreement between the Board of Education (Board) and Kevin Polston (Superintendent). The terms of the contract are provided below.

1. DUTIES

Mr. Polston shall competently perform the responsibilities of the Superintendent as established by state law, Board policy and procedure, and Board direction.

2. TERM

The Board agrees to employ Kevin Polston as Superintendent of its schools for the term from July 1, 2019 to June 30, 2022.

3. EXTENSION

This contract may be extended either by option of the Board of Education or by operation of law, as follows:

A. Board Option. The Board of Education, no later than the 30th day of March of each year during the term of this contract, will extend the contract for an additional one-year period, if the Superintendent earns an Effective or Highly Effective evaluation rating on the most recent performance evaluation.. The Board of Education also shall establish the annual salary to be paid to the Superintendent for the school year included in the extension. All other terms and conditions of this contract shall remain unchanged. The Board of Education in its sole discretion and with or without cause may decline to extend this contract for an additional year no later than the 30th day of March of each year during the term of this contract. At that time, this contract shall become a two year agreement (and then a one-year agreement the following year) with no automatic extension or renewal provisions for the subsequent years.

B. Operation of Law. Unless the Board of Education gives written notice of non-renewal of this contract to the Superintendent at least 90 days before the contract's termination date, this contract will, without further action, be automatically renewed for an additional one-year period as provided by Public Act 183 of 1979. The Superintendent annually shall advise the Board of Education of this obligation during the month of March.

4. CERTIFICATION

The Superintendent shall furnish and maintain for the duration of this contract any current certification(s) that might be required by law and/or by administrative rules of the MDE for the

position of Superintendent. At all times, the Superintendent must maintain the credentials and qualifications as required by the MDE and as required by legislative actions, and/or as required by the Board of Education and its policies and or bylaws. The district will reimburse all tuition, books, and fees for continuing education associated with the attainment of a doctoral (either Ph. D. or Ed. D.) degree in education from an accredited college or university.

5. EVALUATION

The Board shall perform an annual performance evaluation of the Superintendent NO LATER THAN DECEMBER 15 of each contract year. The Superintendent shall notify the Board of the need for the evaluation at the Board's first scheduled regular meeting in October of each contract year.

6. COMPENSATION

The Board shall pay the Superintendent One Hundred Thirty Two Thousand Dollars (\$132,000.00) salary payable in bi weekly installments for the 2019-20 fiscal year, and One Hundred Thirty Six Thousand (\$136,000) salary payable in bi weekly installments for the 2020-21 fiscal year. For each succeeding fiscal year during the Term, Superintendent's annual base salary will increase by a minimum of the average percentile increase to salary received by tenured teachers with Godfrey-Lee Public Schools for such related fiscal term. The salary will be no less than the 2020-21 school year. The Board will also pay 7.5% of the full year's salary on behalf of Superintendent for enhanced retirement benefits as compensation of services for the 2019-20 fiscal year, 8.5% of the full year's salary for the 2020-21 fiscal year, and 9.5% of the full year's salary for the 2021-22 fiscal year. The amount will be paid to the Superintendent's account in the Godfrey-Lee Public Schools Tax Deferred Annuity Retirement Plan. This amount will be paid during the contract year in bi weekly installments by the Board and will be prorated if employment terminates before the end of the contract year.

7. DUES

The Board shall pay for dues for appropriate professional organizations, as approved by the Board. These include but are not limited to the following:

- Michigan Association of School Administrators
- Michigan Association of Computer Users in Learning
- American Association of School Administrators
- Kent Intermediate Superintendent's Association

8. VACATION BENEFITS

The Superintendent shall be entitled to twenty-five (25) days of paid vacation leave per contract year. Vacation time when school is in session is not to exceed one (1) week at a time. Up to five (5) days may be carried over into the next year, never to exceed 30 days total accrued. Vacation time will not be used during either the first or last week of the school year. At the end of each contract year, the Superintendent shall be paid on a per diem basis for up to five (5) unused vacation days.

9. HOLIDAYS

The Superintendent is entitled to take the following days off as holidays: July 4th, Labor Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, Christmas Day, and the day before New Year's Day, New Year's Day and Memorial Day. When holidays occur on the weekend, the weekday(s) prior or after will be granted as the holiday(s) off.

10. LIFE INSURANCE

The Board shall provide a double indemnity group term life insurance policy in the amount of Two Hundred Fifty Thousand Dollars (\$250,000).

11. BENEFITS

The Superintendent shall participate in the Michigan Public School Employees Retirement System.

The Board shall provide Superintendent and his eligible dependents with such group health, dental, long term disability, and vision insurance as is provided by the Board to its full-time administrative staff. All such group insurance coverage shall be subject to such terms and conditions as may be prescribed by the Board, by the insurance program(s)/provider(s), and/or by law. For example, Superintendent shall be subject to such group health insurance premium co-payments as are required of the District's other administrators in compliance with Michigan's Publicly Funded Health Insurance Contribution Act (as amended); and such premium co-payments shall be made by Superintendent by payroll deduction. If the Superintendent elects to decline the insurance, then he will receive a premium amount equal to the employer paid portion of full family coverage as cash in lieu (as stated in the contribution limits under MCL 15.563, as amended by 2013 Public Act 270).

The Superintendent shall receive fifteen days of sick leave per year, of which four days can be used for personal leave. Unused sick leave days may be carried forward and accumulate without limit. pension contributions, mileage reimbursement for travel outside Kent County at the IRS per mile rate and other fringe benefits not specifically identified above in accordance with the benefits provided to the professional teaching staff. The Superintendent shall receive a travel stipend for travel and other unreimbursed expenses in the amount of \$2,500 payable quarterly.

12. OUTSIDE EMPLOYMENT

The Superintendent is expected to devote his full time and best efforts to the assigned duties. The Superintendent shall not accept outside employment or business ventures without the prior written approval of the Board.

13. TENURE EXCLUSION

The Superintendent shall not obtain continuing tenure in any administrative capacity, including the position of Superintendent or in any other non-classroom or non-teaching position.

14. TERMINATION

This Agreement shall terminate on any of the following conditions:

- (a) upon its expiration date provided the Board has given notice of intent not to renew at least 90 days prior to the expiration date;
- (b) upon the District's dissolution or merger;
- (c) for good and just cause and not arbitrary or capricious. No discharge will 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. The hearing shall be public or private at the option of the Superintendent, and he may have legal council at the option of the Superintendent, and he may have legal counsel at his own expense;
- (d) upon receipt of a criminal record check from the Michigan State Police which contains one of the listed offenses contained in Attachment B as provided by the Michigan Department of Education in regards to Public act 131 of 2005, or any other felony convictions that are unsatisfactory to the Board;
- (e) upon receipt on a positive drug screen resulting from illegal substances – prescription drugs authorized by the Superintendent's physician are exempt, and,
- (f) upon mutual consent of the Board and the Superintendent.

15. MISCELLANEOUS

Any provision not specifically addressed above shall be governed by the Board's Policies and Procedures, as they exist at that time.

16. ARBITRATION

The Board and the superintendent agree that any disputes arising under this Agreement shall be resolved by submission to binding arbitration in accordance with the voluntary labor arbitration rules of the American Arbitration Association. Each party shall mutually share the cost of the arbitrator and filing fees, and shall bear their own costs in such arbitration.

Board of Education President
Godfrey-Lee Public Schools

Date

Superintendent
Godfrey-Lee Public Schools

Date