

**CARROLLTON PUBLIC SCHOOLS
SUPERINTENDENT'S EMPLOYMENT CONTRACT
July 1, 2016 – June 30, 2020**

THIS AGREEMENT, entered into this 1st day of July, 2015, between the Carrollton Public Schools Board of Education, hereinafter called "Board", and **Timothy L. Wilson**, hereinafter called "Superintendent".

WITNESSETH:

IT IS HEREBY AGREED as follows:

1. TERM

- a. The Board agrees to employ the Superintendent as Superintendent of its schools for the term of forty-eight months (48) from July 1, 2016 to and including June 30, 2020.
- b. The Board shall review this Contract with the Superintendent annually, and shall, on or before April 30 of each year, take official action to determine whether to extend this Contract for an additional year and shall notify the Superintendent of the Board's action in writing. If no action is taken by the Board, the Contract shall be deemed to have been renewed for an additional year. This Contract is subject to non-renewal by written notice at least ninety (90) days before the Contract termination date. Failure to give such written notice shall result in renewal of this Contract for an additional one (1) year period.

2. DUTIES

- a. The Superintendent agrees to faithfully perform the duties as Superintendent as duties may be assigned from time to time by the Board and such other duties as are required pursuant to the policies and regulations of the Board and pursuant to the laws, rules and regulations of the State of Michigan and the United States of America. The Superintendent shall act as an advisor to the Board on matters pertaining to the school administration or the School District, and he will inform the Board as to administrative action taken on its behalf. The Superintendent shall recommend; effect, or cause to be effected, the policies and programs of the Board of Education as may be adopted. The Superintendent shall faithfully and diligently fulfill all the duties and obligations incumbent upon him as the executive head of the administrative section of the school system and the School District.
- b. The Superintendent shall devote his time, attention and energy to the

business of the School District.

3. EVALUATION

The Board shall evaluate the Superintendent in February of each year using the criteria and an evaluation process mutually agreed upon by the Board. If mutual agreement cannot be reached, the Board shall proceed with the Superintendent's evaluation using the Board approved instrument from the prior year. The criteria and process adopted by the Board should be communicated in advance to the Superintendent.

4. COMPENSATION

- a. The Board agrees to pay the Superintendent in bi-weekly installments.
- b. For the 2016-17 Contract year (July 1, 2016 through June 30, 2017) the Superintendent's annual salary shall be \$117,400. As negotiated by the Board and Superintendent.
- c. Annuity of \$5,000 a year flat rate, Tax Deferred to a TSA of Superintendent's choice. The district's maximum total contribution shall not exceed \$50,000 during the Superintendent's employment with the district.
- d. Should this Contract be extended by its terms for an additional year, compensation shall remain the same as stated prior Contract year, unless the Board determines otherwise through negotiations with the Superintendent.

5. FRINGE BENEFITS

- a. Benefits shall be no less than that which was provided during the previous year unless agreed to by both the Board and the Superintendent. If the Superintendent determines that Health, Dental and Vision benefits are not requested, he will receive cash in lieu of full family health insurance as set forth in Exhibit A, attached hereto and incorporated herein. Benefits shall include the following options:
- b. The Superintendent shall be entitled to 30 working days of vacation each year at a time mutually agreeable to both parties. Vacation days are credited on July 1. Except in an emergency, when extended vacation time (more than one week) is planned, the request must be submitted to the Board in writing two weeks prior to the scheduled vacation. The Board will respond within five days.
- c. The Board may choose either to pay the Superintendent a lump sum payment for any unused vacation days when the employment is

terminated or may have the Superintendent use the vacation days earned prior to the termination date. Included in the ways in which employment may terminate are: resignation by the Superintendent, retirement, death, or dismissal by the District.

- d. The Superintendent shall be excused for the following Holidays:

July 4th, Labor Day break, Thanksgiving break, Christmas break, spring break, Memorial Day, or as otherwise determined by the Board.
- e. Superintendent shall be paid up to \$2,000 per contract year in merit pay based on the criteria set for the Superintendent.
- f. Group term life insurance in the amount equal to the Superintendent's salary shall be provided by the Board. The Superintendent shall be allowed to buy additional life insurance for himself or his dependents at the group rate, subject to the terms and conditions of the provider. The Board shall keep on file a copy of the group term life insurance policy for review.
- g. The Superintendent shall be entitled to 12 working days of sick time each year. Sick time is credited on July 1 of each contract year.
- h. Payout for sick/vacation days upon retirement only from Michigan Public Schools Employee Retirement System, shall be calculated at a rate of \$200 per day up to a maximum of 40 days (\$8,000). In addition, the Superintendent will be paid a rate of \$200 per day at the end of any contract year for accumulated sick/vacation days exceeding forty (40) days if he so chooses. Superintendent may choose to accumulate more than forty (40) days.
- i. The Superintendent shall have the option of designating amounts to be deducted from his salary and contributed to the tax sheltered annuity program he specifies in writing.
- j. Payroll deductions, for a credit union of the Superintendent's choice, shall be allowed.
- k. The Board shall pay full salary and benefits if the Superintendent is selected for jury duty, although the district shall be reimbursed any fees rendered to the Superintendent for that purpose.
- l. Income protection for Long Term Disability with no more than 30 days waiting period for accident and illness in the amount of 66 2/3% of base pay shall be provided by the Board. The Long Term Disability plan shall include rights to survivor and a cost of living benefit through a carrier

selected by the Board, subject to the terms and conditions of the provider.

- m. The Board will pay the required retirement contribution to the Michigan Public School Employee Retirement System, which is based upon the amount of the Superintendent's compensation.
- n. Full-family MESSA coverage will be provided by the Board. The annual deductible will be funded by the Board. The district shall not pay more than 80 percent of the total cost of this health insurance plan with the employee paying the balance through payroll deduction.
- o. Fully paid, full-family dental insurance coverage through the self-funding plan of the Carrollton Public Schools as administered by AssureCare at 80% for each classification, or comparable dental insurance coverage through a carrier selected by the Board.
- p. The Board shall provide eye exam and optical services benefit, VSP-2 Plan, administered through MESSA or comparable vision insurance coverage through a carrier selected by the Board.
- q. The Superintendent shall be required to submit to a physical examination, by a licensed physician, before December 1 of even-numbered years, the cost not paid by insurance will be paid by the Board. A report of the medical examination shall be given to the Superintendent and the Board President and shall be treated confidential.
- r. Fees or dues for a family health club membership up to \$60 per month will be reimbursed. The Superintendent must provide proof that he used the club's facilities an average of at least 3 times per week. Proof should be submitted every 3 months for reimbursement.

It is understood that insurance benefits (e.g., Long term disability, dental, vision/eye/optical, health/medical) provided by the Board to the Superintendent are subject in all respects to the terms and conditions and rules and regulations of the various insurance plans and policies provided by the Board and may change from time to time.

6. REIMBURSEMENTS AND OTHER PAYMENTS

- a. The Superintendent shall be reimbursed a net amount of \$300.00 per month for travel and mileage relative to school business.
- b. The Superintendent shall be reimbursed for Professional Dues up to \$500 a year.
- c. The Board shall reimburse the Superintendent for all other reasonable and

necessary expenses, supported by receipts, incurred by the Superintendent in the performance of his duties as approved by the Board in an adopted budget. Said expenses shall be presented to the Board for approval in the exercise of its discretion, at the Board meeting following the date incurred.

7. RESIDENCY

The Superintendent is expected to live in the Carrollton School District.

8. TERMINATION PROVISIONS

During the length of this Contract, the Superintendent shall not be subject to discharge except for reasonable cause. No discharge shall be effective until written charges have been served upon him. He shall have an opportunity for a hearing before the Board not more than fifteen (15) days after receipt of the written charges. The hearing shall be public or private at the option of the Superintendent, subject to applicable law. At the hearing the Superintendent may have legal counsel at his own expense. The foregoing shall not apply to non-renewal of this contract or any extension of this Contract. Termination of this Contract by non-renewal shall be subject only to the procedures required by laws of the State of Michigan and the United States. The Board specifically reserves the right not to extend or renew this Contract or any extension of this contract regardless of cause or reason but subject only to the laws of the State of Michigan and the United States.

9. TENURE

The Superintendent shall not acquire tenure in this or any other administrative position or non-classroom position in the district.

10. BREACH

In the event of a breach on the part of either party to this Contract, nothing contained herein shall be construed to render the obligations of either party under this Contract null and void.

11. LIABILITY

The Board shall provide coverage for the Superintendent under its error and omission policy.

12. CERTIFICATION

The Superintendent shall furnish the duration of this Contract a valid and appropriate certificate as may be required by law or by regulation of the Department of Education in order for him to act as Superintendent in the State of Michigan or as

otherwise directed by the Board.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year above written.

BOARD OF EDUCATION
CARROLLTON PUBLIC SCHOOLS

By _____
Anthony McDonald, B.O.E. President

Date _____

SUPERINTENDENT
CARROLLTON PUBLIC SCHOOLS

By _____
Timothy L. Wilson, Superintendent

Date _____

Superintendent's Employment Contract
Exhibit A

Cash-in-lieu of Full Family Health Insurance
(Superintendent, Administrative and Non-bargaining Members)

If less than full family coverage of health insurance is required by an employee, the following cash-in-lieu (of full family coverage) will be provided by the Board through a Tax Sheltered Annuity (TSA) or cash (employee's choice):

When the difference between full family coverage and the required coverage:	The cash-in-lieu offering will be:
Is greater than \$8,000	\$4,000
Is greater than \$6,000 but less than \$8,000	\$3,000
Is greater than \$4,000 but less than \$6,000	\$2,000
Is greater than \$2,000 but less than \$4,000	\$1,000
Is less than \$2,000	None
If no health insurance is required by the employee	Equal to the single subscriber amount less employee co-pay