

**SUPERINTENDENT'S CONTRACT OF EMPLOYMENT
ST. CHARLES COMMUNITY SCHOOLS
ST. CHARLES, MICHIGAN**

**Superintendent's Contract
2012-2015**

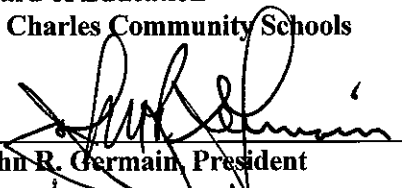
THIS AGREEMENT made and entered into this 20th day of June, 2012 by and between the St. Charles Community School District and Michael Wallace, Superintendent.

WITNESSETH:

1. The District agrees to employ the Superintendent subject to the terms included in the district's Superintendent's contract supplemental provisions, which are hereby incorporated by reference.
2. This contract shall cover the period commencing July 01, 2012 and ending June 30, 2015.
3. The District agrees to pay the Superintendent, for his services, a base salary of \$107,425 for 2012-2013, payable in twenty-six (26) equal biweekly installments. Salary for 2013-2014 and 2014-2015 years shall not be less than the salary for 2012-2013.
4. The District agrees that during the life of the contract, the established salary shall not be reduced below the figure stated above.
5. The Superintendent agrees to serve the District and perform faithfully those duties which are in the job description or which are directed by the Board of Education, or its designee, and to obey and fulfill the rules and regulations as established by law and by the Board of Education and to carry out its educational programs and policies during the entire term of this agreement.
6. Failure of the Superintendent to execute an individual contract of employment shall relieve the District of all obligation of employment to the Superintendent.

**Board of Education
St. Charles Community Schools**

By:




John R. Germain, President

By:



Leon C. Larsen, Secretary



Michael Wallace, Superintendent

St. Charles Community Schools
Superintendent's Contract Supplemental Provisions

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1. **SALARY**

The Board of Education hereby retains the right to adjust the annual salary of the Superintendent during the term of the contract. Said salary adjustment is not to reduce the annual salary below the figures stated above. Any adjustment in salary made during the life of this contract shall be in the form of an amendment and shall become a part of this contract. It is provided, however, that by so doing it shall not be considered that the Board of Education has entered into a new contract with the Superintendent or that the termination date of the existing contract has been extended. Salary increases for subsequent years of this contract shall be determined upon completion of the annual evaluation.

2. **SALARY COMPENSATION & ANNUITY**

The District agrees to pay the Superintendent, for his services, a base salary of \$107,425 for the 2011-2012 school year, payable in twenty-six (27) equal bi-weekly installments. Salary for 2012-2013, 2013-2014 and 2014-2015, years shall not be less than the salary for 2011-2012.

For the year 2011-2012 the school district shall pay the superintendent the sum of 14% of the base contract salary toward the purchase of a tax-sheltered annuity as approved by the Board. This board-paid TSA shall cease at such time that the IRS non-discrimination and coverage rules apply to such TSA's and said monies shall instead be paid as additional salary. The superintendent may designate which annuities he directs the board's contributions towards, or he may take any non-directed annuity amounts as additional salary. The sums paid for the purchase of a TSA during the 2012-2013, 2013-2014 and 2014-2015 contract years shall not be less than 14% of the base salary.

3. **DUTIES AND RESPONSIBILITIES**

The Superintendent as chief executive officer for the Board of Education, shall direct, under the Board's supervision, all operational activities of the school district, and be accountable for its entire management in accordance with established Board policies. While the Superintendent may delegate, at his discretion, certain responsibilities to other district personnel, he shall retain responsibility for action taken under such delegation.

4. **CERTIFICATION**

It is agreed that the Superintendent will maintain all certificates required by law, and, if possible, throughout the life of this contract, the valid and appropriate certificate to act as a School Administrator in the State of Michigan as directed by the Board of Education. The Superintendent hereby agrees to devote his time, skill, labor and attention to said employment during the term of this contract, provided, however, that consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations, may be allowed upon approval granted by the Board of Education.

5. **DISPUTE RESOLUTION**

In the event of a dispute between the parties relating to any provision of the Agreement, or a dispute concerning any of the parties' rights or obligations as defined pursuant to the Agreement, the parties hereby agree to submit such to binding arbitration. Such arbitration shall be conducted under the voluntary labor arbitration rules of, and administered by, the American Arbitration Association.

The arbitrator's fee and the expense of the American Arbitration Association shall be paid by the Board of Education. All parties are entitled to have representation of their own designation; however each party shall be responsible for the costs of such respective representation.

6. EVALUATION

An evaluation shall be conducted annually by the Board of Education.

7. EXPENSES

The Superintendent shall attend appropriate professional meetings at the local, state and national level. Only the expenses of registration, travel and lodging for state or national level conferences that are covered from Title IIA grant funds and not the general fund budget will be covered by the District, when approved by the Board.

8. HOLIDAYS

The following days will be considered holidays for the Superintendent employed on a twelve (12) month basis:

- Independence Day
- Labor Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- Christmas Eve Day through the day following New Year's Day
- Memorial Day
- Good Friday
- Monday following Easter (or equivalent day if spring break changes)

The Superintendent will not be required to work on the holidays that fall within the contract periods unless school is in session. (If a holiday falls when school is in session, the Superintendent will be expected to work with no additional remuneration.)

9. INSURANCE

During the term of this contract, the Superintendent shall receive the insurance benefits provided by the school district to full-time, professional administrative staff on the same basis as available to those staff members in accord with the Board of Education policy and subject to the following limitations: first, this paragraph excludes any insurance benefit specifically set forth in this contract; and second such insurance benefits are subject to change at any time on the same basis as changed for full-time, professional administrative staff (or) the employee will receive \$180/month cash in lieu of health.. The employee contribution of health/dental/and vision will be 10% starting July 1, 2011 through December 31, 2011 and 20% beginning January 1, 2012.

The superintendent will receive a Group Term Life Insurance Plan, program or carrier as selected by the Board for \$210,000 for the duration of this contract.

10. LEGAL ASSISTANCE

If the Superintendent is involved in legal action as a result of any action taken by him in the course of his employment and in accordance with Board of Education policy, the Board will provide legal counsel and cooperate in his defense. Time lost by the Superintendent due to the need to meet with legal counsel and attend court proceedings in connection with any aforementioned incident, shall not be charged against the Superintendent.

11. LENGTH OF CONTRACT

The contract shall be for the period from July 1, 2011 to and including June 30, 2015. Four (4) years with consideration of an additional year by March 31, 2014. The Superintendent shall be subject to discharge for good and just cause, but the board shall not arbitrarily and capriciously dismiss him.

12. LONGEVITY

Longevity shall be added to the contract salary at the following rate: \$1300/year. The Superintendent must be employed by St. Charles Community Schools for a period in excess of 6 months of a contract year, during the first year of employment, to count as a full year when figuring longevity. The Superintendent will receive longevity based upon years employed as the Superintendent in St. Charles Schools.

13. PROFESSIONAL ORGANIZATIONS:

The Board shall pay the state and national annual dues for the Superintendent in his professional organizations upon approval of the Board. The Superintendent may be granted permission to attend a national conference with Board approval.

14. PROVISIONAL CHANGES

Any provisions not clearly established in the contract shall be defined in writing as the need arises through mutual cooperation between the Board of Education and the Superintendent.

15. RESIDENCY

The Superintendent employed in the district shall maintain his/her principal residency within twenty (20) miles of the nearest district boundaries unless otherwise approved by the Board of Education. Residency will be waived for the Superintendent for the duration of this contract only.

16. SICK LEAVE

The Superintendent shall be entitled to twelve (12) sick days per year accruable to a maximum of one hundred-twenty (120) days. Upon leaving the district, accumulated sick days will be paid at a rate of 42% of the Superintendent's daily rate. Daily rate is based on 260 workdays annually. Reimbursement for unused sick days will be paid no sooner than five months and no later than seven months from the last day of employment.

- A. Bereavement Leave. A maximum of five (5) days will be allowed the Superintendent in the event of a death in the immediate family. (Immediate family for purposes of this contract shall be defined as mother, father, husband, wife, child, sister, brother, sister-in-law, brother-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents and grandchild, also anyone who is a permanent resident in the Superintendent's home.) Up to three additional days of bereavement may be used upon approval by the board for situations not covered above. Bereavement days will not be charged to the Superintendent sick time.
- B. A maximum of three (3) days per illness will be allowed the Superintendent in the event of a critical illness of the Superintendent's mother, father, husband, wife, child, sister, brother, sister-in-law, brother-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents, and grandchild, or anyone who is a permanent resident of the Superintendent's home.

- C. Personal illness. After an absence of (5) consecutive days, the board may require certification of necessary absence from a physician and/or examination of a physician chosen by the district at district expense.

17. EMERGENCY LEAVE

- A. A maximum of three (3) days which shall not be charged against the Superintendent's sick allowance, may be granted at the discretion of the Board of Education whose judgment shall not be challenged for an emergency created by a catastrophe such as a fire, flood or tornado which causes extensive damage to the person or property of the Superintendent or his immediate family. (Immediate family for the purpose of this section shall be defined as the Superintendent's mother, father, husband, wife, child or any relative who is a permanent resident of the Superintendent's home.)

18. TENURE

The provisions of this contract do not confer tenure upon the Superintendent in any administrative position in the district. During the term of this contract, however, the Superintendent may not be assigned to any other position than that of the Superintendent, without his consent.

19. VACATIONS

The Superintendent is eligible to receive thirty (30) paid vacation days annually.

Vacation time may be accumulated from year to year. A total of ten days may be carried forward each year. The Superintendent shall notify district and Board President if vacation days will be 5 or more consecutive days.

In the event that the Superintendent terminates employment prior to the end of the contract year, vacation days will be prorated at a rate of one half day for each week worked in the contract year. Salary will be paid or deducted upon termination for each day accrued or used in excess of this amount. Daily rate is based upon 260 workdays annually.

If the Superintendent leaves his position, a minimum of four weeks notice is expected. Vacation time may not be used during these four weeks unless approved by the Board.

20. WORK YEAR

The contract year officially begins July 1 and ends June 30, annually.