

Caro Community Schools

Contract of Employment- Superintendent

Pursuant to Section 1229(1) of the Revised School Code, the Board employs **Peter Newman** for a 36 month period beginning July 1, 2018 and ending on June 30, 2021, according to the terms and conditions described below:

1. **Duties.**

Peter Newman shall perform the duties of Superintendent as prescribed by the Board and as may be established, modified, or amended from time to time by the Board.

- A. Administrator acknowledges the ultimate authority of the Board with respect to his duties and agrees to faithfully perform those duties to diligently implement the Board's policies and education programs.
- B. Administrator is subject to assignment and transfer to another position of administrative employment in the School District at the discretion of the Board, with no salary change.

2. **Qualifications.**

Administrator 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. As a condition of his continued employment, Administrator also agrees to meet all continuing educational requirements for the position assigned, as may be required by law or the Michigan State Board of Education. If at any time Administrator fails to maintain all certificates, credentials, continuing education requirements, or qualifications for the assigned administrative position, this Contract shall automatically terminate and the Board shall have no further contractual obligations.

3. **Performance.**

Administrator agrees to devote his talents, skills, efforts, and abilities toward competently performing all duties and responsibilities of the position assigned, including compliance with the directives of the Board to carry out its policies and educational programs. Administrator 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. Further, Administrator agrees to 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.

4. **Performance Evaluation.**

School Advance.

5. **Agreement Extension.**

The Board shall annually, on or before March 31, during each year of this Agreement take official action determining whether or not the Agreement is extended for an additional year and notify the Administrator of its action in writing.

6. **Compensation.**

Administrator shall be paid at an annual (12-month) salary rate of one hundred and ten thousand dollars (\$110,000) for the 2018-19 school year, one hundred and thirteen thousand dollars (\$113,000) for the 2019-20 school year, and one hundred and sixteen thousand dollars (\$116,000) for the 2020-21 school year 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 Board retains the right to adjust the Administrator's annual salary during the term of this Contract. Any such salary adjustments shall not reduce the annual salary below the minimum annual salary prescribed above unless mutually agreed.
- B. With Board review and in accordance with provisions of Section 1249 & 1250 of the Revised School Code, the job performance and the job accomplishments of the Administrator will be significant factors in determining any adjustment to the Administrator's compensation.

7. **Reimbursed Expenses.**

Administrator shall be eligible to be reimbursed for travel, meals and lodging in accordance with per diem expense and reimbursement procedures established by the Board. Administrator shall be required to present an itemized account of his reasonable and necessary expenses in accordance with directions of the Board or its designee. The Administrator shall be reimbursed for expenses related to course work necessary for continuing certification not to exceed 50% of the cost of tuition, subject to prior approval of the Board.

8. **Professional Development.**

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

9. **Insurance Programs.**

The terms of this agreement shall be subject to the mandates of the Publicly Funded Health Contribution Act, 2011, P.A. 152, and any change regarding health insurance adopted by the Board under the provisions of the Act. 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 Administrator and his eligible dependents for the following insurance programs.

A. Plan A:

The Board shall provide an insurance plan with our current Board approved provider with choices available regarding coverage and deductibles. 20% of insurance will be deducted from his base salary on a bi-weekly basis and adjusted as premium rates or enrollment status changes. Co-pays, deductibles and H.S.A. contributions will depend on the plan chosen, if applicable. The Plan chosen will be reviewed and approved by the Board on an annual basis with regards to premium contributions.

B. Plan B:

In lieu of taking Plan A, the Administrator shall receive LTD as provided in Plan A plus a monthly stipend of \$300 per month.

10. **Insurance Contracts.**

The Board, by remitting the premium payments and the above designated H.S.A. contribution required to provide the above described insurance coverage(s), shall be relieved from all liability with respect to insurance benefits.

11. **Errors and Omissions Insurance.**

The Board agrees to pay the premium amount for errors and omissions insurance coverage for Administrator while engaged in the performance of a governmental function and while Administrator is acting within the scope of his authority. The policy limits for this coverage and shall be not less than \$2,000,000.

A. The terms of the Errors and Omissions insurance policy shall control the Administrator'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. In the event that such insurance coverage cannot be purchased in the above amounts or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall notify Administrator. In that event, the Board agrees on a case-by-case basis to consider providing legal defense or indemnification to Administrator as authorized under MCL 691.1408 and MCL 380.11.a(3)(d).

12. **Work Schedule.**

Administrator is employed on the basis of fifty-two (52) weeks of work per fiscal year (July 1- June 30) as scheduled by the Board.

13. **Vacation.**

- A. Administrator shall be granted vacation time of four weeks (20 days) per fiscal year. Vacation days must be used within the fiscal year for which they are made available and Administrator shall not receive any additional compensation in lieu of vacation days.
- B. Administrator shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of school district business. All vacation scheduling is subject to the Board's approval.

14. **Holidays.**

Consistent with the school district's calendar, Administrator is entitled to the following holidays for which no service to the school district is required: Fourth of July, Friday before Labor Day, Labor Day, Thanksgiving Day and day after Thanksgiving, day before Christmas, Christmas Day and day after Christmas, New Year's Eve and New Year's Day, Good Friday, Memorial Day. (12 days) If the day falls on the weekend the day shall be observed on the Monday or Friday of that weekend.

15. **Authorized Absences.**

- A. 15 paid sick days per year. The Superintendent shall be awarded 15 days of accumulated sick leave upon approval of this Agreement. Upon termination of this Agreement, the Superintendent shall be entitled to compensation of unused sick days, personal days, vacation days or bereavement days up to \$8500.
- B. Up to but not exceeding three (3) days may be used by Mr. Newman for each death in his immediate family. "Immediate family" is interpreted to include father, mother, brother, sister, husband, wife, child, parent-in-law, grandparent, grandchild or any other person who has clearly stood in the same relationship with him as any of these. Two (2) additional days shall be provided in cases of the death of a spouse, parent, or child. The number of days for funerals or any additional bereavement days will be determined as each separate case arises at the discretion of the Board. Leave for bereavement beyond three (3) days shall be deducted from accumulated leave time. If Mr. Newman is attending a funeral as a representative of the school, time will not be deducted from his bereavement days or PTO days.

16. **Disability.**

In the event of the Administrator's mental or physical incapacity to perform the duties of his office, he shall be granted an initial leave of ninety (90) work days for purpose of recovery. Administrator shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the ninety (90) work day period to be unpaid. Health plan premium payments shall be made on behalf of Administrator during this interval to the extent required by law. Upon utilizing leave under this provision, Administrator shall furnish medical certification to the Board (or designee) respecting the necessity for the leave.

- A. If the Board (or designee) has reason to doubt the validity of the medical certification supplied by the Administrator, it may require a second opinion, at Board expense.
- B. Administrator may request a (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 Administrator will be able to resume his duties at the end of the extended leave interval. Medical certification shall be supplied by Administrator as a condition to any leave extension. Any extension of leave for this purpose shall be at the Board's discretion.
- C. If Administrator 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 where restoration after leave is required by the Family and Medical Leave Act.
- D. Prior to any resumption of duty after an unpaid leave of absence for a serious health condition, Administrator shall provide to the Board a fitness for duty certification from Administrator'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.
- E. The parties agree that the Administrator's position is a "key employee" position as prescribed by the Family Medical Leave Act.

17. **Medical Examination.**

Administrator shall submit to such medical examinations, 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.

- A. Upon request of the Board, Administrator shall authorize the release of medical information necessary to determine if Administrator is capable of performing the essential job functions required by his assignment, with or without reasonable job accommodation(s). Any physical or mental examination or disclosure of such information required of Administrator by the Board shall be job-related and consistent with business necessity.
- B. Any medical or psychological examination under this section shall be a Board expense. Any information obtained from medical or psychological examinations or inquiries shall be confidential.

18. **Termination for Cause.**

The Board shall be entitled to terminate the Administrator's employment at any time during the term of this Contract for misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if Administrator materially breaches the terms and conditions of this contract.

- A. The foregoing standards for termination of this Contract during its term shall not apply to non-renewal for this Contract at the expiration of its term, which decision is discretionary with the Board.
- B. In the event that the Board undertakes to dismiss Administrator during the term of this Contract, he shall be entitled to not less than ten (10) days' written notice of charges and an opportunity for a fair and impartial hearing before the Board. At such hearing, he may have legal counsel at his own expense. In the event of termination of employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further contractual obligation. Nonrenewal shall be done in accordance with the provisions of Section 1229(1) of the Revised School Code.

19. **Notice to the Board.**

If for any reason, the Administrator intends to vacate the job, he must give the board not less than fourteen (14) days' written notice.

20. **Dispute.**

In the event of a dispute between the parties relating to any provisions of this contract, or a dispute concerning any of the party's rights or obligations as defined pursuant to this contract, the parties hereby agree to submit to binding arbitration. Such arbitration shall be conducted under the rules of, and administered by, the American Arbitration Association. The parties shall share the arbitrator's fee and the expense of the American Arbitration Association equally. All parties are entitled to have representation of their own designation; however each party shall be responsible for the costs of such respective representation.

21. **Entire Agreement.**

- A. This Contract contains the entire agreement and understanding between the Board and Administrator as to the employment of Administrator. Representations, promises, contracts, or understandings (written or oral) not contained in this Contract have no effect.
- B. All prior agreements pertaining to, connected with, or arising in any manner out of the employment of Administrator by the Board, are terminated and shall have no effect; provided, however, that this Contract is voidable under the Revised School Code's provisions pertaining to criminal records checks.
- C. No charge or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board reflected in its minutes and signed by the Administrator, President and Secretary of the Board.
- D. 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.

22. **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).

23. **Authorization.**

This Contract is executed on behalf of the School District pursuant to the authority contained in the resolution of the Board adopted on May 14, 2018, the same being incorporated herein by reference.

In the witness whereof, the parties have caused this contract to be executed on the day and year first above written.

Peter R. Newman, Superintendent
Caro Community Schools

Date

Dean Tomlinson, President
Caro Community Schools' Board of Education

Date

Paul Strasz, Secretary
Caro Community Schools' Board of Education

Date