

Taylor School District Superintendent Contract

This contract is entered into on the 8th day of February 2016, between the Board of Education of the Taylor School District, referred to as the "Board" and Ben Williams as Superintendent, referred to as "Administrator" or "Superintendent," in this contract.

Witnesseth: The District agrees to employ Ben Williams as Superintendent of Schools of the District on the terms and conditions set forth in this agreement:

1. **TERM.** This contract shall take effect on June 1, 2016 and continue in force through June 30, 2019, subject to extension and termination as provided in Paragraphs 4 and 12. Up to ten work days prior to June 1, 2016 may be required and \$500 per diem will be paid for those work days upon documentation on the first payroll after June 1, 2016.

2. **DUTIES.** The Administrator represents that he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the provisions of Sections 1246 and 1536 of the Revised School Code, the regulations of the Michigan Department of Education, and those required by the Board of Education to serve in the position assigned. The Administrator agrees, as a condition of his continued employment, to meet all certification and continuing education requirements for the position assigned, as are and may be required by law or by the Michigan Board of Education. If at any time the Administrator fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

The Administrator agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. The Administrator agrees to faithfully perform those duties assigned by the Board of Education and to comply with the directives of the Board of Education with respect thereto. The Administrator further agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations, and by the Board of Education, to carry out the educational programs and policies of the School District during the entire term of this Contract. The Administrator agrees to devote substantially all of his business time, attention and services to the diligent, faithful and competent discharge of his duties on behalf of the School District to enhance the operation of the School District and agrees to use his best efforts to maintain and improve the quality of the programs and services of the School District.

3. **EVALUATION.** The Board will evaluate the Superintendent's performance annually and in writing, on or before May 30, using an evaluation instrument with multiple rating categories, that takes into account data on student growth as a significant factor and established performance goals, and that is mutually agreeable, provided that the Board will establish the evaluation instrument and criteria in the absence of agreement. The Board will grant a request by the Superintendent to meet to discuss his written evaluation in closed session.

4. **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 June 30, 2018, may extend the contract for an additional one-year period, and each subsequent year consider an extension by June 30, so that this is at most a two-year contract going forward. In exercising this option, the Board of Education also shall establish the annual salary to be paid to the Administrator for the school year included in the extension. All other terms and conditions of this contract shall remain unchanged unless mutually agreed to in writing. The Board of Education in its sole discretion and with or without cause may decline to extend this contract for an additional year.
- B. **Operation of Law.** Unless the Board of Education gives written notice of non-renewal of this contract to the Administrator 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, now being MCL 380.1229. The Superintendent shall advise the Board of Education of this obligation in January if the contract terminates at the end of that school year and the Board shall conduct the evaluation of the superintendent prior to March 30 of that year.

5. **TENURE EXCLUSION.** This contract does not confer tenure upon the Administrator in the position of Superintendent or any other administrative position in the district.

6. **COMPENSATION.** The Board of Education shall pay to the Administrator an annual salary of One Hundred Thirty Thousand Dollars (\$130,000) for each year of the contract. The salary shall be paid in equal installments. This amount shall be prorated for June 1 to June 30, ~~2016~~²⁰¹⁴. The Board of Education retains the right to adjust the salary during the continuation of this contract, but an adjustment shall not reduce the annual salary below this amount. The work year is fifty-two (52) weeks, 260 days, July 1 to June 30. Per diem rate is determined by salary (\$130,000) divided by 260 = \$500 per day.

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7. **INSURANCE BENEFITS.** During the term of this contract, the Administrator shall receive the current Medical, Dental, Vision, Prescription Drug and LTD insurance plans in place that are offered to cabinet members with employment agreements along with the opportunity to participate in Flexible Spending Accounts offered by the Taylor School District. The board retains the right to change carriers and levels of insurance benefits.

8. **OTHER BENEFITS.** Other benefits afforded to the Superintendent shall be as follows:

- a. **Mileage Reimbursement.** The Superintendent shall be reimbursed at the IRS rate for miles driven required in the performance of his official duties during his employment under this Contract. Prior to June 1, 2016, the Superintendent will be reimbursed for up to five trips as needed to attend meetings in Taylor from current residence to Taylor at \$100 per trip.

b. **Sick Days.** The Superintendent shall receive ten (10) sick days per contract year and shall be permitted to accumulate. If employee is hired mid-year leave days will be pro-rated accordingly.

c. **Life Insurance.** The Superintendent shall receive life insurance policy at three (3) times base salary up to \$350,000. The board reserves the right to change carriers and third party administrators for group life insurance.

d. **Leave Days.** The Superintendent shall be provided with twenty-five (25) leave days on an annual basis (July 1-June 30). Leave days are combined time off days that can be used for vacation, illness, personal business, leaves of absences, etc. If employee is hired mid-year leave days will be pro-rated accordingly. Unused leave days may be carried over. In the event that the Superintendent resigns or the contract is otherwise terminated prior to the end of the fiscal year, leave shall be prorated. Other leaves such as bereavement leave, military leave, jury duty, FMLA shall be same as cabinet administrators.

e. **Holidays and Normal School Recess.** The Superintendent shall be entitled to time off on Independence Day, Labor Day, Thanksgiving, Christmas, Good Friday and Memorial Day as well as time off during school year for normal school recess periods with the exception of winter break in February and summer break.

f. **Liability Coverage.** Professional and public liability and hazardous work insurance will be provided.

g. **Payment of Professional Dues.** The District shall provide payment for Board or Superintendent approved job-related professional organizations during the term of this Agreement.

9. **PROFESSIONAL DEVELOPMENT.** The Board expects the Superintendent to continue his professional development and expects him to participate in relevant learning experiences. The Superintendent may attend appropriate professional meetings at the local and state level and the expenses of said attendance to be incurred by the School District. The Superintendent shall request prior Board approval for any national event attendance and travel. Such request to the Board shall include estimated expenses for the national level conference.

10. **PHYSICAL EXAMINATION.** As a condition precedent to the duties and obligations under this contract, the Superintendent agrees to have a comprehensive medical examination and to provide the Board of Education with a doctor's verification indicating the physical competency of the individual to perform the duties of the position. Thereafter, the Superintendent agrees to have a comprehensive medical examination at any point wherein there is a legitimate basis to question his fitness for duty. The Superintendent agrees to supply the Board of Education with a doctor's verification of such, as previously specified. It is agreed that the doctor's verification shall be treated as confidential information by the Board of Education.

11. **DISABILITY.** Should the Superintendent be unable to perform any or all of the duties outlined herein by reason of illness, accident, or other causes beyond the individual's control for period in excess of their accumulated sick leave and unused vacation time, the Board of Education may in its discretion make a proportionate deduction from the salary hereinbefore stipulated. If such a disability continues for more than one year or if said disability is considered permanent, irreparable, or of such a nature as to make performance of their duties impossible, the Board of Education may, at its option, terminate this agreement whereupon the respective duties, rights, and obligation hereunder shall terminate. Death of the superintendent terminates this contract.

12. **TERMINATION.** The Board shall be entitled to terminate the Superintendent's contract at any time during the term of this contract for any reason which is not arbitrary and capricious. The Superintendent will be entitled to written notice of charges and an opportunity for a hearing before the Board if the Board undertakes dismissal of the Superintendent. In the event of termination of employment during the term of this Agreement, this contract shall automatically terminate and the Board shall have no further obligation hereunder.

13. **RESIGNATION.** The Superintendent agrees to give ninety (90) days written notice to the Board of his intention to terminate this agreement.

14. **INDEMNIFICATION.** The District will defend, indemnify and hold the Superintendent harmless from and against all claims, suits, judgments, liabilities, costs and expenses, of a civil nature and excluding criminal matters, arising from actions taken or decisions made in good faith within the scope of employment while being Superintendent. The Superintendent shall give the Board notice of any claim for defense and indemnification hereunder promptly upon knowledge of any possible claim or action against the Superintendent. The Board shall have the right to appoint the attorney and conduct the defense of any such claim or action. If, in the opinion of the Board, the Superintendent fails to cooperate fully in the defense of any claim or action, then this provision of defense, indemnify and save harmless shall become null and void. This paragraph survives the termination and expiration date of this contract.

15. **ARBITRATION.** The parties agree that any dispute or controversy involving the provisions, obligations or rights of this Agreement shall be submitted to binding arbitration. Such arbitration shall be conducted according to the rules of the American Arbitration Association. The arbitrator's fee and the cost of the American Arbitration Association shall be shared equally between the parties. All parties may have representation but shall be responsible for the cost of same. Arbitration shall be filed within 180 days of the alleged breach of contract. The Superintendent and Board waive any longer limitations period. The Superintendent and the Board also agree that a judgment on the award of the arbitrator(s) may be entered in any court of competent jurisdiction. The Superintendent and the Board acknowledge and agree this paragraph of this Agreement precludes either from filing covered claims in court and, therefore, waive any otherwise available right to trial by jury.

16. **ENTIRE CONTRACT.** This Contract constitutes the sole and entire existing agreement between the parties. It supersedes and cancels all prior contracts, all prior

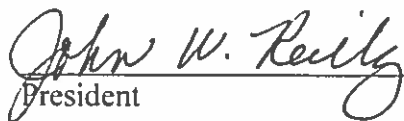
practices, whether oral or written, and expresses all obligations and restrictions imposed upon the Board and the School District. Provided, that this contract is voidable pursuant to the provision of the Revised School Code pertaining to criminal history background checks and unprofessional conduct checks. In order to be valid and binding, all changes and modifications to the Agreement shall be in writing, approved by the Board of Education and signed by the Administrator and the Board of Education.

17. **GOVERNING LAW.** This Agreement is governed by the laws of the state of Michigan.


IN WITNESS WHEREOF the parties hereto set their hand this 8th day of February, 2016.

FOR THE BOARD OF EDUCATION


BY THE SUPERINTENDENT:



President



Superintendent



Secretary

2/17/16

Date