

CONTRACT OF EMPLOYMENT

An Agreement Between the Superintendent and the Board of Education of the Westwood Community School District

This Agreement is made this 18th day of December 2018, by and between the Westwood Community School District, located in the City of Dearborn Heights, City of Dearborn, City of Inkster, Wayne County, Michigan, hereinafter referred to as the "School District" and Dr. Stiles X. Simmons, hereinafter referred to as the "Superintendent," and is intended to prospectively replace the "Contract of Employment"

dated March 22, 2018 between the parties.

The said Board of Education, in accordance with its actions as found in the minutes of the meeting held on February 21, 2018, attached as Exhibit A, has and does hereby employ said Superintendent pursuant to the laws and statutes of the State of Michigan and under the following terms and conditions:

1. The School District employs the Superintendent as Superintendent of Schools of the Westwood Community School District for a term commencing July 1, 2018, and ending the last day of June, 2021, inclusive.
2. The Superintendent represents that he is duly and legally qualified to act as Superintendent in school districts organized by the laws of the State of Michigan.
3. For the services rendered, the School District agrees to pay the Superintendent a base salary of ONE HUNDRED THIRTY-THREE THOUSAND FOUR HUNDRED DOLLARS (\$133,400.00) for the 2018-2019 school year with future salary adjustments to be negotiated with the Board of Education.

The said salary shall be payable to the Superintendent by check or electronic fund transfer (at his election) to an account or accounts designated by him in evenly-spaced installment payments of at least two (2) each calendar month during the contract term, the precise intervals between installment payments within a month as determined by the business office of the School District. Any increase in salary shall be in the form of an amendment to the contract and shall be evidenced by a Board resolution and a memorandum signed by both parties which shall be attached and become a part of this Agreement. In no event shall the salary be reduced below the previous year's salary without the express, written consent of the Superintendent.

4. The Superintendent, during the term of this Agreement, will competently and efficiently perform the duties of the Office of the Superintendent as prescribed by the laws of the State of Michigan and that he will familiarize himself with the rules, regulations, policies, and directives duly adopted by the Board of Education for the governance of the School District and that he will perform said duties and comply with such rules and regulations to the best of his ability. The Superintendent, by agreement of the Board, may undertake consultative work, teaching, speaking engagements, writing, lecturing, or other professional duties and obligations. Board approval shall be required for the listed activities only if they are to take place during times when the Superintendent is on duty for the School District.

5. The Superintendent shall furnish, throughout the life of this Agreement, valid and appropriate credentials to act as Superintendent in the State of Michigan as directed by the Board and, except as otherwise described in Paragraph 4, the

Superintendent hereby agrees to devote all his time, skill, labor, and attention to said employment during the terms of this Agreement.

6. This Agreement, and/or the performance of services hereunder, does not confer tenure upon the Superintendent in an administrative or any other capacity.

7. This Agreement will automatically terminate upon the death of the Superintendent, however, accrued benefits hereunder shall be paid to the Superintendent's named beneficiaries, or as otherwise provided for by applicable law.

8. This Agreement may be terminated by the School District for the willful violation by the Superintendent of any of the adopted rules, regulations, directives, and policies of the Board of Education of said School District provided the provisions of such rules, regulations, directives and policies have not been previously waived by the District in writing; for a knowing violation of any terms of this Agreement, or for good and just cause, including but not limited to conviction of a crime requiring termination under applicable statutory and/or common law provisions; gross misconduct, demonstrable incompetence, or lack of substantive legal qualifications. As used herein, "just cause" requires, at a minimum, written notice of charges at least thirty (30) calendar days prior to Board action and a hearing before the Board of Education, in closed session at the Superintendent's request. In such hearing, the Superintendent may be represented by counsel of his choice and may call witnesses on his behalf and examine witnesses who offer evidence against him.

9. If the Superintendent decides to appeal the results of the Hearing before the Board of Education, any dispute or controversy arising under or in connection with this Agreement, other than injunctive relief, shall be settled exclusively by arbitration, in

accordance with the then current rules of the Michigan Employment Relations Commission. The costs of arbitration shall be borne equally by the parties. The Arbitrator shall be bound by the express terms of this Agreement, and he/she shall have no authority to make any decision amending, changing, subtracting from, or adding to the provisions of this Agreement. The decision of the Arbitrator shall be final and binding upon the parties. The decision and award so rendered may be entered as a judgment in the court having jurisdiction thereof as set forth above. Prior to invoking arbitration as a remedy, the Superintendent and the School District shall be required to

submit the dispute to mediation as an effort to resolve the dispute. The parties shall agree upon a mediator through the Michigan Employment Relations Commission and shall bear the cost of the mediator equally. Mediation shall be non-binding, and no aspect of the mediation proceeding shall be admissible in any arbitration proceeding concerning the dispute.

10. Both the Superintendent and the Board of Education will refer to each other, criticism, complaints, and/or suggestions called to their respective attention and shall conduct joint meetings for the study and formulation of appropriate recommendations regarding same. In as much as these are personnel concerns, criticisms and complaints will be handled with the same discretion and confidentiality afforded other employees whose work is being evaluated.

11. In the event of termination of this Agreement by death or discharge, the Superintendent's beneficiaries shall be entitled to compensation and benefits only for services rendered by the Superintendent to date of death or termination.

12. The Superintendent shall be entitled annually to paid leave days of twelve (12) days for personal illness and four (4) personal business days, for a total of sixteen (16) days which, if unused, shall accumulate for use as sick leave in future years. The paid leave days will be subject to a sixty (60) day limitation on accumulation. Annually, he may return up to a total of thirty (30) unused paid leave days from his accumulated paid leave days, paid at his per diem rate. (For purposes of calculating his per diem rate, one day shall be equal to the annualized value of his salary divided by 233.) If the Superintendent becomes incapacitated by illness, whether physical, mental, or otherwise, such that he cannot perform the duties of his position for a period of in excess of six (6) calendar months, the Board may terminate this Agreement by furnishing written notice of termination to the Superintendent, accompanied by payment to the Superintendent of a sum equal to one-half of the annual salary in effect at the time of termination.

13. The Superintendent will have a comprehensive medical examination if required by the Board, and that this examination shall be conducted at an institution determined by the Board of Education and that a statement certifying his physical competency shall be filed with the Secretary of the Board and treated as confidential information by the Board. The cost of said medical examination is to be borne by the School District.

14. The Superintendent shall be responsible for the cost of technological devices for use in his employment such as internet equipped telephone, laptop, or other computer devices. This will not preclude the Board of Education from supplying the Superintendent with School District owned technological devices for use in his

employment. Such School District supplied devices shall remain the property of the School District.

15. The Board shall devote a portion or all of one meeting during each twelve (12) months of employment to a discussion of the working relationship between the Superintendent and the Board. In addition to the foregoing, the Board of Education shall provide to the Superintendent a written evaluation at least once every other year, unless annual evaluations are mandated by law. The written evaluation shall be provided no later than that last regular meeting of the Board of Education in April in a manner and form mutually agreed upon between the Board and the Superintendent. Failure to provide said evaluation shall be deemed a statement by the Board of Education that the Superintendent's service has been satisfactory for that period of time. For purposes of this Agreement, an evaluation shall be performed by the Board of Education during the 2018-2019 school year.

16. The Superintendent shall receive annually twenty (20) working days for vacation exclusive of legal holidays. The unused days will be subject to a sixty (60) day accumulation. Annually, he may return up to thirty (30) unused vacation days from annual credit of paid vacation days, paid at his then per diem rate. Upon retirement or termination, the Superintendent shall be paid the remaining balance of all unused vacation days from the accumulated bank at his then per diem rate.

17. The Board shall provide the Superintendent, in addition to his base salary, a tax-deferred annuity program of his choosing, as provided under the Internal Revenue Code, in an amount of EIGHT THOUSAND DOLLARS (\$8,000) per year for the term of this Agreement.

18. In addition to his base salary, the Superintendent shall receive compensation for each additional semester hour of graduate credit beyond the Masters Degree in the amount of \$80 per credit hour.

19. The Superintendent, the Board and the School District intend that all items of remuneration listed in this contract of employment will be treated as "compensation" under the Michigan Public School Employees Retirement Act and will be included in the Superintendent's Final Average Compensation. To effectuate that intent, the Board and the School District will provide the Superintendent with legal counsel, reasonably satisfactory to him, or reimburse the Superintendent's reasonable legal expenses, in the event any such item, or items of remuneration is/are not so treated, and the Superintendent chooses to challenge that decision, administratively, in court or by appeal. Said representation shall continue until and through the exhaustion of all appeal rights by the Superintendent.

20. The Superintendent shall attend appropriate professional meetings at the local, state, and national level and the expenses for attending said meetings are to be paid by the School District. Attendance at professional meetings at the national level shall be with the prior approval of the Board.

21. The Superintendent will receive Board paid insurance coverage and other fringe benefits as are comparable and provided by the Board of Education for Central Office Administrators in the School District in every respect, including termination benefits and retirement provisions. The Superintendent shall be eligible to receive an "opt out" payment of \$3,230 per year if he decides to opt out of the health insurance

benefits provided to Westwood Central Office Administrative employees. (This payment is the same as was offered to School District employees this past year.)

22. Failure to notify the Superintendent in writing no later than ninety (90) days prior to the termination of this Agreement of the Board's intention not to renew this Agreement will automatically result in a one-year extension of the existing Agreement in accordance with MCLA 380.1229.

23. The following professional indemnification benefits shall be provided to the Superintendent:

A. **Hold Harmless.** The District agrees that, to the extent it can legally do so, it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings at law or in equity (specifically excluding, however, any demands, claims, suits, actions, or legal proceedings brought against the Superintendent by or on behalf of the District, in any criminal proceedings brought against the Superintendent), in his individual capacity or in his official capacity as agent and employee of the District, provided the incident giving rise to the claim arose while the Superintendent was acting in good faith and within the scope of his employment and not willfully or wantonly, and provided further that the Superintendent was not acting contrary to Board policies, procedures or regulations. The District may, at the Board's option, provide a policy of insurance to meet its obligations under this Contract and the parties hereby agree that such coverage shall be in full satisfaction of the Board's obligations herein.

B. **Provision of a Defense.** The obligations of the District pursuant to this Section shall be conditioned on (a) prompt notification to the District by the Superintendent of any threatened or reasonably contemplated claim; (b) full cooperation by the Superintendent with the District and legal counsel (who shall be selected in the sole discretion of the Board of Education or, in the event this defense and indemnity obligation is satisfied through provision of a policy of insurance, counsel appointed by said carrier) in defending the claim; and (c) the Superintendent not compromising, settling, negotiating, or otherwise similarly dealing with the claim without the express consent of the Board of Education.

C. **Reimbursement.** In the event the District has provided a defense pursuant to this Section, and a court or other decision making body having jurisdiction over the matter determines that the act or omission of the Superintendent did not occur during the performance of his duties hereunder and within the scope of his employment or that the act or omission was willful or wanton or not in good faith, the Superintendent shall reimburse the District for all costs of such defense and indemnity actually incurred by the District.

D. **No Individual Liability.** In no event shall individual Board members be individually or collectively liable or responsible to the Superintendent for defending or indemnifying the Superintendent against such demands, claims, suits, actions, and legal proceedings.

24. The Superintendent shall fulfill all aspects of this Agreement, any exceptions hereto being by mutual consent of the Board and of the Superintendent. Failure to fulfill the obligations agreed to in this Agreement may, in the discretion of the

Board, be reported by the Board to the appropriate State Association of School Administrators and State Educational Authorities.

25. This Agreement constitutes and expresses the entire agreement of the parties herein and all promises, representations, and understandings relative thereto being herein merged.

Dated this 18th day of December 2018.

WITNESSES:

WESTWOOD COMMUNITY SCHOOL DISTRICT

Dione Snowden

By: *Timothy Emery*
Timothy Emery, Board President

By: *Sarah Ward*
Sarah Ward, Board Secretary

Anthony S. Guiness

Stiles X. Simmons
Dr. Stiles X. Simmons, Superintendent

THE END