

**VAN BUREN PUBLIC SCHOOLS
SUPERINTENDENT CONTRACT**

THIS AGREEMENT, made June 30, 2017, between the VAN BUREN PUBLIC SCHOOLS of Belleville, Michigan, a public body corporate located in the Counties of Wayne and Washtenaw, State of Michigan, acting through its BOARD OF EDUCATION (hereinafter referred to as the "Board"), and Peter Kudlak, Superintendent (hereinafter referred to as the "Superintendent"), is as follows:

1. **Salary**

For the 2017-2018 school year, the Superintendent's salary shall be One Hundred Thirty Two Thousand Six Hundred Dollars (\$132,600.00) effective July 1, 2017. For any subsequent years, the Superintendent's salary shall be negotiated between the Board and the Superintendent. The salary herein provided shall be paid in regular consecutive payments and in the same manner and at the same intervals as the salaries of other personnel paid by the Board, less deductions authorized by law for income tax withholding, and other deductions as may be properly authorized by law.

2. **Contract Duration**

The Superintendent shall render service for a two (2) year period commencing July 1, 2017 through June 30, 2019 subject to extension and early termination as provided in paragraphs 4 and 9, respectively.

3. **Performance Evaluation**

The Board will evaluate the Superintendent's performance annually and in writing, on or before June 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. Any salary adjustments and contract extension will depend on the Superintendent receiving at least a performance rating of "effective" and the economic conditions of the Board, as determined by the Board. In connection with the evaluations pursuant to this section, if the Board so requests, the Superintendent shall have a complete physical examination by a physician of his choice and shall provide the Board with the results of the examination. The cost of the physical examination shall be paid by the Board.

4. **Contract Extension**

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 1 salary to be paid to the Superintendent 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 take no action to extend this contract for an additional year and in such case there will not be an extension.

5. **Nonrenewal**

Unless the Board of Education gives written notice of non-renewal of this contract to the Superintendent 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.

6. **Performance Responsibilities**

The Superintendent represents that he is duly and legally qualified to act as Superintendent of the Board and he agrees that during the term of this contract, he will perform the duties of Superintendent in a competent and professional manner as prescribed by the Board and the laws of the State of Michigan. The Superintendent further represents to the Board that he holds all certification and other qualifications required by Michigan law and the Michigan State Board of Education for a Superintendent and represents that he shall maintain the same while employed as Superintendent.

7. **Tenure Exclusion**

It is mutually understood and agreed that this contract does not confer tenure upon the Superintendent in the Superintendent position or any administrative position, nor does the Superintendent have tenure in any other non-classroom teaching capacity.

8. **Fringe Benefits**

a. **Work Days/Vacation and Paid Holidays**

The Superintendent shall work 260 days annually, exclusive of 12 Board paid holidays and twenty (20) paid vacation days, which shall not be accumulated and must be used each contract year, taken at a time least disruptive to school operations and are subject to advance notice to the Board President. Paid holidays are: New Years Day, Good Friday, Monday after Easter, Memorial Day, July 4th, Labor Day, Thanksgiving, Friday After Thanksgiving, Day Before Christmas, Christmas, Day After Christmas, and the Day Before New Year's (provided school is not in session on any of those days).

b. **Sick Days**

The Superintendent shall be allowed twelve (12) days of leave for sickness, with the unused days permitted to accumulate to a maximum of ninety (90) days (i.e., the Long Term Disability waiting period).

c. Personal Days

The Superintendent shall be allowed three (3) days of leave for personal business which, if not used, shall accumulate as sick leave.

d. Travel Expenses

The Superintendent shall receive automobile mileage reimbursed at the IRS rate per mile for travel for school related business outside the School District and other travel expenses approved by the Board for activities related to his position.

e. Membership Dues

The Board shall pay the annual membership dues of the Superintendent's membership in educational, professional and local civic organizations as approved by the Board.

f. Insurance

During the period covered by this contract, the Board shall provide Hospitalization, Term Life, Long Term Disability, Dental, and Vision Insurances similar to Administrators in the Van Buren Administrators and Supervisors Contract..

g. Conferences

With prior approval of the Board, the Superintendent shall be reimbursed per Board policy for all expenses relating to the attendance of a national conference. State conferences will be reimbursed in accordance with Board policy.

h. Tax Sheltered Annuity

Payroll deductions shall be available for existing tax deferred annuity programs and supplementary insurance coverage provided.

i. Retirement Severance

An administrator retiring under the Michigan Public School Employees Retirement System and having fifteen (15) years of in-district service shall receive a one-time retirement grant. The retiree shall be paid fifteen (15) dollars per unused accumulated sick day to a maximum of 70 days, for a maximum grant of \$1,050.00.

j. Early Notification of Termination

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

9. Termination

- a. This contract may be terminated by the Board for a reason that is not arbitrary or capricious including, but not limited to: willful violation by the Superintendent of rules, regulations, directives, or policies of the Board of Education of the School District, violation of any of the terms of this contract, misconduct, incompetence, or lack of legal qualifications.

- b. In the event of involuntary termination of this contract as set forth in subparagraph (a) above, the Superintendent shall be entitled to compensation only for services rendered and benefits accrued to the date of termination at the salary rate then in effect.
- c. The foregoing standards for termination of this contract during its term shall not be applicable to non-extension pursuant to paragraph 4 of this contract or nonrenewal of this contract pursuant to paragraph 5, at the expiration of its terms (i.e., Michigan Revised School Code) which decision is discretionary with the Board of Education at its will.
- d. This contract shall be automatically terminated in the event of the death of the Superintendent with all appropriate benefits that have accrued to be paid to his/her heirs.

10. Applicable Law

This contract and all terms and conditions contained herein shall be governed by the laws of the State of Michigan. If any provision of this contract is contrary to law, then that provision shall be deemed invalid.

11. Entire Agreement

This agreement constitutes the sole and entire existing contract between the parties and supersedes and cancels all prior agreements, all prior practices, whether written or oral and expresses all obligations of, and restrictions imposed upon the Board and the School District. Any amendment hereinafter shall only be valid if in writing, approved by the Board and signed by both parties.

12. Employment Dispute Resolution

The parties agree that any and all claims, disputes, or controversies arising out of or involving the provisions, obligations or rights of this Agreement shall be submitted to binding arbitration before a neutral arbitrator. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Any dispute will be processed in accordance with the District's Employment Dispute Resolution Plan. By way of example only, such claims include claims under federal, state, and local statutory or common law, such as the Elliot-Larsen Civil Rights Act, MCL 37.2101 *et seq.*, the Older Workers Benefit Protection Act of 1990, the Persons with Disabilities Act, MCL 37.1101 *et seq.*, the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, as amended, including the amendments of the Civil Rights Act of 1991, the Americans with Disabilities Act, the law of contract and the law of tort. This agreement does not restrict an employee from filing a claim or charge with any state, federal or governmental agency.

IN WITNESS WHEREOF, the President and Secretary of the Board and the Superintendent have hereunto set their hands June 30, 2017.

VAN BUREN PUBLIC SCHOOLS

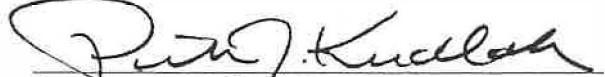


President, Board of Education



Secretary, Board of Education

SUPERINTENDENT



Peter Kudlak, Superintendent

ADDENDUM TO SUPERINTENDENT CONTRACT

The Van Buren Public Schools Board of Education approved renewal of Superintendent Peter Kudlak's contract for an additional two (2) years, through June 30, 2021. The salary for Superintendent Kudlak for the 2018 – 2019 school year was also approved in the amount of \$140,000.

A handwritten signature in black ink, appearing to read "Keith Johnston", is written over a solid horizontal line.

Keith Johnston, Board President

January 22, 2018

DATE PREPARED: 3/6/19

AGENDA #: 7c

VAN BUREN PUBLIC SCHOOLS
REQUEST FOR BOARD ACTION

MEETING DATE: 3/11/19

ITEM: Superintendent's Contract

PRESENTER: Keith Johnston

INDIVIDUALS IN ATTENDANCE: Board of Education

BACKGROUND: The Board needs to take action on the Superintendent's contract term and salary.

ACTION REQUESTED:

RATIONALE:

BUDGET IMPLICATIONS:

COMMUNICATION PLAN:

EVALUATION AND TIME LINES:

PERSONS/DEPARTMENTS RESPONSIBLE FOR IMPLEMENTATION:

BOARD COMMITTEE CHAIRPERSON'S RECOMMENDATION:

SUPERINTENDENT'S RECOMMENDATION:

DIRECTOR'S RECOMMENDATION:

SUPERVISOR'S RECOMMENDATION:

 X RECOMMENDATION:

MODEL RESOLUTION: I move that the Van Buren Public Schools Board of Education approve the renewal of Superintendent Peter Kudlak's contract for a term of extended at a salary amount of +2000⁰⁰

1 year - new
expiration
6/30/2022

142,000⁰⁰

Motion by Susan Featheringill
Support by Simone Pinter