

**Superintendent's Employment Contract
between Susan Wakefield
and the Board of Education for Plainwell Community Schools**

THIS CONTRACT is entered into on May 21, 2012, between the Board of Education of the Plainwell Community Schools, referred to as the "Board of Education" and Susan Wakefield, referred to as "Superintendent" in this contract.

Because the Board of Education at a meeting held on May 21, 2012, approved the employment of Susan Wakefield as Superintendent in accordance with the terms and conditions of this contract, and the Superintendent desires to be employed by the Board of Education in accordance with the terms and conditions of this contract, the parties in consideration of the mutual promises contained in this contract, agree to the following:

1. **TERM.** This contract shall take effect on the 1st day of July, 2012 and continue in force through the 30th day of June, 2015 subject to extension and early termination as provided in paragraphs 4 and 10, respectively.
2. **DUTIES.** The Superintendent represents that she meets all Michigan requirements and the qualifications currently established by the Board of Education for the Superintendent's position. The Superintendent agrees to perform the duties of Superintendent in a competent and professional manner in compliance with the laws applicable to the school district and the bylaws, policies, and regulations adopted by the Board of Education.
3. **EVALUATION.** Annually, beginning no later than the last day of January of each year during the term of this contract, the Board of Education shall conduct a performance review with the Superintendent, and shall issue a written evaluation not later than February 28. The Superintendent shall remind the Board of Education of this responsibility in a timely manner. The evaluation will be held in two parts: 1) the Superintendent will provide the board an annual written report highlighting her activities and progress in major categories of the evaluation instrument at a meeting closed at her discretion; and 2) at a follow-up meeting with the Superintendent, closed at her discretion, the Board and Superintendent will discuss her performance since the last evaluation. At the Superintendent's request, the Board may also meet with the Superintendent at more frequent intervals to review her performance.
4. **EXTENSION.** The Board of Education shall review this contract annually and shall, on or before March 31 of each year, take official action determining whether or not it is extended for an additional year. If no action is taken, the contract will not be extended. A new contract will be issued annually following Board approval. The Board of Education must give written notice of non-renewal of this contract to the Superintendent at least 90 days before the contract's termination date
5. **TENURE EXCLUSION.** This contract does not confer tenure upon the Superintendent in the position of Superintendent or any other administrative position in the district.
6. **COMPENSATION.** The Board of Education shall pay to the Superintendent an annual salary of One Hundred Eighteen Thousand Nine Hundred dollars (\$118,900) for the duration of this contract. The salary shall be paid in equal installments. The Board of Education retains the

right to adjust the salary during the continuation of this contract, after consultation with the Superintendent, but an adjustment shall not reduce the annual salary below the figures specified in this paragraph. As part of the ongoing evaluation of Superintendent, the Board, as its sole discretion, may provide the Superintendent with a merit payment as remuneration for achievement of specific objectives. The Board shall identify the specific objectives, after consultation with the Superintendent, prior to December 31 of each year. If the objectives are achieved, a merit payment in an amount determined by the Board shall be paid in June of each year. Objectives may not be identified during the first year of this contract.

7. **HEALTH INSURANCE BENEFITS.** During the term of this contract, the Superintendent shall receive the health 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 change at any time on the same basis as changed for full-time, professional administrative staff.
8. **OTHER BENEFITS.** The Superintendent is entitled to the following specific benefits:
 - a. **Sick Leave.** The Superintendent shall be credited in her initial contract with 60 days of sick leave with pay; thereafter, at the beginning of each contract year with twelve additional days of sick leave with pay, which leave may accumulate without limit. Sick leave may be used in accordance with policies adopted by the Board from time to time. In the event of the Superintendent's disability, if there are insufficient sick days to satisfy the waiting period of an applicable long-term disability policy, the Board shall continue Superintendent's salary throughout the waiting period up to 30 days.
 - b. **Personal Leave.** The Superintendent will be credited at the beginning of each contract year with two personal days with pay.
 - c. **Vacation.** The Superintendent will be eligible to receive twenty five days vacation with pay annually, which days shall be taken at such times as shall be mutually agreeable to the parties. The Superintendent shall have the right to carry up to twenty days from one fiscal year to the next with prior knowledge and consent of the Board.
 - d. **Dues.** The District will pay the annual Association dues of the Superintendent for the American Association of School Administrators, the Michigan Association of School Administrators, the M.A.S.A. Region in which the school district is located, and Rotary, as well as others as approved by the Board.
 - e. **Professional Meetings and Conferences.** Actual and reasonable expenses for attendance at professional meetings and conferences at the local, regional, and state level and one national conference per year will be covered by the District.
 - f. **Life Insurance.** The District will pay for term life insurance with a value of \$150,000.
 - g. **Annuity.** The Board shall contribute 7% of the Superintendent's base salary (Paragraph 6) to an annuity selected by the Superintendent.
 - h. **Tuition.** The District will pay university tuition equivalent to 3 credits at WMU per year; unused tuition credits will not carry over from year to year.

- i. The Board shall provide the Superintendent with an automobile allowance of Seven Hundred Fifty dollars (\$750) per month, subject to state and federal income tax.
- j. The Board shall provide annually Six Thousand Five Hundred dollars (\$6,500) for the Superintendent to apply toward the purchasing of a year of service with the MPSERS.

9. SPECIAL PROVISIONS. The following special provisions apply:

- a. Medical Examination. After a consultation with the Superintendent, that may be open or closed at her discretion, the Board may require the Superintendent to receive a medical examination to determine the existence of any condition which might impair the ability of the Superintendent to properly discharge her professional duties. The Board shall pay the cost thereof, provided that the examining physician and/or medical facilities are satisfactory to it. The physician's report shall be limited to the determination of the conditions set forth above and the basis for any such determination. In such a case, the Superintendent may submit, at her cost, a report from any health care provider of her choice, for consideration by the Board prior to a final determination.

10. EARLY TERMINATION.

- a. The Superintendent may be discharged and this contract terminated at any time for cause, including 1) failure to maintain the credentials and qualifications for the position of Superintendent as required by this contract, following notice of any requirements that are effective after execution of this contract, and a reasonable opportunity to satisfy them following such notice; 2) failure to uphold any Board of Education bylaw, policy, or regulation; 3) conviction of a felony or of a crime involving moral turpitude; 4) resignation with an effective date as shall be mutually agreeable; and 5) inability to perform the normal duties of her position by reason of disability that constitutes a serious health condition for a period or periods aggregating ninety (90) work days during a twelve-month period.
- b. Prior to making a determination that there is just cause for discharge or that a material breach of the contract has occurred, the Board shall give the Superintendent an opportunity to have a hearing that the Board, and if the alleged breach relates to the professional performance of the Superintendent, the Superintendent shall also be given prior notice of any alleged deficiencies in writing and a reasonable opportunity to take corrective action before the Board makes its determination. The Superintendent shall have the right to request either an open or closed hearing in accordance with the provisions of applicable law and to representation by counsel of her own choosing and at her own expense. The determination of the Board shall be in writing and given to the Superintendent within a reasonable time after the termination of such hearing, not to exceed 60 calendar days.

11. SEVERABILITY. If any provision of this contract is ruled illegal or unenforceable by a court of competent jurisdiction, the remainder of the contract not affected by the ruling shall remain valid and in effect.

12. **DISPUTE RESOLUTION.** In the event of a dispute between the parties relating to any provision of this Contract, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this Contract, the parties hereby agree to submit such to binding arbitration. Such arbitration shall be conducted under the rules of, and administered by, the American Arbitration Association. The arbitrator's fee and the expense of the American Arbitration Association shall be shared equally by the parties, however, the Superintendent's share shall not exceed \$1,000. All parties are entitled to have representation of their own designation, however, each party shall be responsible for the costs of such respective representation.
13. **GOVERNING LAW.** This contract is governed by and shall be interpreted in accord with the law of the State of Michigan.

We, the parties to this Superintendent's employment contract, sign our names and execute this contract as of the day and year written in the opening paragraph.

FOR THE BOARD OF EDUCATION:

BY THE SUPERINTENDENT:

President

Susan Wakefield

Secretary