

# **MERIDIAN PUBLIC SCHOOLS**

3361 N. M-30, Sanford, MI 48657-9161

## **CONTRACT OF EMPLOYMENT**

### **Superintendent and Special Education Coordinator**

It is hereby agreed by and between the Board of Education of the Meridian Public Schools (hereinafter "Board" or "School District") and Craig D. Carmoney (hereinafter "Superintendent") that pursuant to Section 1229(1) of the Revised School Code, the Board, has and does hereby employ the said Craig D. Carmoney for a three (3) year period commencing on **July 1, 2020 and ending on June 30, 2023**, according to the terms and conditions as described and set forth herein as follows:

1. Superintendent shall perform the duties of Superintendent, to include the additional duties as Special Education Coordinator, as prescribed by the Board and as may be established, modified and/or amended from time to time by the Board. Superintendent acknowledges the ultimate authority of the Board with respect to his responsibilities and directions related thereto. The Superintendent will act as an advisor to the Board on matters pertaining to the administration and operation of the School District and shall recommend, effect, or cause to be effected policies and programs approved by the Board of Education. Superintendent will faithfully and diligently fulfill all duties and obligations incumbent upon him as the executive head of the School District.

2. Superintendent represents that he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Department of Education, and those required by the Board to serve in the position assigned. Additionally, Superintendent agrees, as a condition of his continued employment, to meet all continuing education requirements for the position assigned, as are and may be required by law and/or by the State Board of Education. If at any time Superintendent 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.

3. Superintendent agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Superintendent agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, Superintendent agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board to carry out the educational programs and policies of the School District during the entire term of this Contract. Superintendent 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.

4. Superintendent shall be paid at an annual (twelve month) salary rate of not less than **One Hundred Twenty Seven Thousand One Hundred Fifty Dollars (\$127,150)** and for Special Education Coordinator a salary of **Forty Six Thousand Two Hundred Fifty (\$46,250)** from July 1, 2019 to June 30, 2020. **A combined salary will be paid in the amount of One Hundred Seventy Three Thousand Four Hundred Dollars (\$173,400) from July 1, 2020 to June 30, 2021** in consideration of his performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board. Upon separation of the Superintendent during any contract/fiscal year, the above annual salary amount shall be adjusted to reflect payment for the number of work weeks during which services were performed by Superintendent during the contract/fiscal year. The Board shall not be obligated to make payment for any week (other than personal and sick leave) during which Superintendent does not render services and shall be entitled to make wage deductions for any such work weeks, to the extent permitted under the Fair Labor Standards Act. Upon separation from employment, any amounts due Superintendent shall be remitted by the Board to him as soon as such amounts can diligently be determined. Any wage overpayments not recoverable by the Board through wage deduction shall be remitted to the Board by Superintendent within three (3) business days of separation from employment. If not remitted in this manner, Superintendent agrees that judgment may be entered against him in a Michigan court of competent jurisdiction for any such amount(s).

The Board hereby retains the right to increase the annual salary of Superintendent during the term of this Contract. Any increase in salary made during the term of this Contract shall be in the form of a written amendment and when executed by Superintendent and the Board, shall become a part of this Contract.

The annual salary shall be paid in twenty-six (26) bi-weekly installments beginning with the commencement of the fiscal/contract year (July 1 - June 30).

As remuneration of services performed under this Contract, the Board of Education shall contribute the amount of **Five Thousand Dollars (\$5,000)** to a 403(b) tax deferred annuity designated by the Superintendent not earlier than June 1, 2021, nor later than June 30, 2021, on the conditions that: (1) Superintendent remains employed as the District's Superintendent through June 30, 2021; and (2) Superintendent has received a satisfactory evaluation from the Board of Education for the 2020-2021 school year (i.e. July 1, 2020 – June 30, 2021).

If the above annuity contributions would cause the Superintendent to exceed the maximum annual contribution permitted under the Internal Revenue Code, any such

excess amounts shall be deferred for contribution until the next succeeding calendar year. The above remuneration is considered to be compensation attributable to job performance and job accomplishments pursuant to, and in accordance with, Section 1250 of the Revised School Code, MCL 380.1250. The parties also acknowledge and intend that the foregoing remuneration is intended to be merit pay for the attainment of specific performance objectives, as is authorized under Section 3a(2)(h) of the Public School Employees Retirement Act, MCL 38.1303a.

5. Superintendent is employed on the basis of fifty-two (52) weeks of work per contract/fiscal year (July 1 through June 30). Superintendent shall be granted **Paid Time Off (PTO)** of thirty-five (35) days per fiscal year. Earned but unused PTO may be carried over from one year to the next up to (but not exceeding) a maximum of sixty (60) working days. Upon termination of this Agreement, however, Superintendent shall be paid for up to (but not exceeding) thirty (30) working days of his accumulated PTO.

Superintendent shall schedule use of PTO days in a manner to minimize interference with the orderly operation and conduct of business of the School District. All scheduling of PTO over one week is subject to the approval of the Board.

Up to (but not exceeding) ten (10) work days of PTO per year (July 1 through June 30) may be taken by the Superintendent in the form of extra pay (in lieu of taking or further accumulating PTO). As a condition of receiving extra pay, however, Superintendent must make an irrevocable written election to "cash out" such PTO, and such election must be made by March 1.

6. Superintendent's performance shall be evaluated by the Board annually, not later than December 31<sup>st</sup> of each calendar year unless the Superintendent and the Board mutually agree to bi-annual evaluations based on previous highly effective evaluations.

7. The Board shall be entitled to terminate the Superintendent's employment at any time during the term of this Contract when it determines that Superintendent has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, or if Superintendent materially breaches the terms and conditions of this Contract, or for other causes found to be sufficient by the Board that are not arbitrary or capricious.

The foregoing standards for termination of this Contract during its term shall not be applicable to non-renewal of this Contract at the expiration of its term or to non-extension during its term, which decisions are discretionary with the Board.

No discharge during the term of this Contract shall be effective until written charges have been served upon the Superintendent and he has had an opportunity for a hearing before the Board, after ten (10) days written notice. Said hearing shall be public or private at the option of the Superintendent. At such hearing, the Superintendent may have legal counsel present at his own expense. In the event of termination of the Superintendent's employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

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

If the Board (or designee) has reason to doubt the validity of the medical certification supplied by Superintendent, it may require a second opinion, at Board expense.

Superintendent may request a ninety (90) work day unpaid leave extension in the event of his physical and/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 Superintendent will be able to resume his duties at the conclusion of the extended leave interval. Medical certification shall be supplied by Superintendent as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

If Superintendent is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), his employment and this Contract may be terminated at the option of the Board. However, no such termination shall occur where restoration after leave is required by the Family and Medical Leave Act.

Prior to resumption of duty after an unpaid leave of absence for a serious health condition, Superintendent shall provide to the Board a fitness for duty certification from

Superintendent's health care provider. A second opinion may be required by the Board, at its expense, unless the securing of the second opinion in this context is precluded by the Family and Medical Leave Act.

9. Superintendent agrees that he shall not be deemed to be granted continuing tenure in the position of Superintendent in any capacity other than that of a classroom teacher, should the probationary period required for tenure as a teacher be fulfilled, by virtue of this Contract or any employment assignment (requiring certification) with the School District. Nor shall the decision of the Board not to continue or renew the employment of Administrator for any subsequent period in any capacity, other than as a classroom teacher, as may be required by the Teachers' Tenure Act, be deemed a breach of this Contract or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

10. Superintendent 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. Additionally, upon request of the Board, Superintendent shall authorize the release of medical information necessary to determine if Superintendent 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 Superintendent by the Board shall be job related and consistent with business necessity. Any medical or psychological examination under this section shall be at Board expense. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.

11. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third party administrator, the Board shall provide, subject to state laws, on behalf of Superintendent and his eligible dependents, for the following insurance programs, which are the same as those provided for other district administrators: term life insurance double to the nearest thousandth of the salary herein provided, as approved by insurance carrier; health insurance; health savings account; dental insurance; vision insurance; and long-term disability insurance. The Board will fund a Health Savings Account (HSA), on a monthly basis not to exceed the Hard Cap set by the District, if the Director enrolls in the district health care plan. The HSA amount will be reviewed and may change in the event there is a family status change during the 2020-2021 fiscal year. All insurances are based on insurance company maximum coverage limits, if applicable, and evidence of insurability, if required. If the current insurance policy exceeds the state mandated hard cap allowance, the amount of

employee premium contributions will be applied to the state mandated requirement for employee premium share for the hard cap provision.

12. The Board reserves the right to change the identity of the insurance carrier, policyholder or third party administrator for any of the above coverages, provided that comparable coverage, as determined by the Board, is maintained during the term of this Agreement. The Board shall not be required to remit premiums for any insurance coverages for Superintendent and his eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder or third-party administrator. The terms of any contract or policy issued by any insurance company or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. Superintendent is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The Board, by remitting the premium payments required to provide the above-described insurance coverage(s), shall be relieved from all liability with respect to insurance benefits.

13. Superintendent is entitled to the following holidays for which no service to the School District is required:

New Year's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Day
Fourth of July	Day before or Day after Christmas
Labor Day	New Year's Eve Day

14. At the inception of this Contract, on July 1, 2011, the Superintendent shall be credited with twenty-four (24) sick leave days. This shall represent Superintendent's initial sick leave allotment for the contract year beginning July 1, 2011. Effective with the contract year beginning July 1, 2012, the Superintendent shall be allocated twelve (12) days of **sick leave** per contract year. Unused sick leave days hereunder shall be cumulative to a maximum of one hundred thirty-five (135) days. Sick leave shall be used for absences resulting from the illness or disability of the Superintendent and to absences caused by illness or disability of the Superintendent's immediate family. Superintendent shall not be entitled to any payment upon termination or otherwise for accumulated unused sick leave days. As of June 30, 2017, the Superintendent will no longer receive additional sick leave days. Accumulated sick days accumulated between July 1, 2011 and June 30, 2017 shall remain available for use.

15. Superintendent will be granted five (5) days for the purpose of attending the **funeral** of a member of the Superintendent's immediate family. The term "immediate family" for purposes of this provision shall be: spouse, mother, mother-in-law, father, father-in-law, brother, sister, child, grandchild and grandparents. In addition, two (2) days per contract year will be granted for the purpose of attending the funeral of any relative not listed above. Additional days will be allowed in cases of emergency, illness or deaths in the immediate family at the discretion of the Board.

16. Superintendent shall be eligible to be reimbursed for meals and lodging in accordance with per diem expense and reimbursement standards and procedures established by the Board. Any expense to be incurred by Superintendent for out-of-state travel shall be submitted in advance for review and approval by the Board. Superintendent shall be required to present an itemized account of his reasonable and necessary expenses in accordance with direction of the Board or its designee.

When Superintendent is required to use his personal vehicle for District business, the Board shall reimburse Superintendent the rate allowed (without taxation) by the Internal Revenue Service. Such reimbursement shall be made upon receipt from Superintendent of such mileage documentation as the Board may reasonably require.

17. The Board will pay annual dues for the Superintendent's membership in the Michigan Association of School Administrators and the American Association of School Administrators. Any other fees or dues for membership in professional organizations are subject to express prior approval by the Board.

18. Board shall reimburse Superintendent for the tuition and fees incurred by the Superintendent, during the course of his employment, upon successful completion of post graduate course work which is relevant to the Superintendent's position and the performance of job responsibilities. In the absence of Board approval to the contrary, such reimbursement shall be limited to the tuition and fees per credit, for not more than nine (9) credits per year. Such reimbursement shall be further limited to level of in-state tuition and fees charged by the University of Michigan.

19. This Contract contains the entire agreement and understanding by and between the Board and Superintendent with respect to the employment of Superintendent and no representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect. All prior agreements pertaining to, connected with, or arising in any manner out of the employment of Superintendent by the Board, are hereby terminated and shall hereafter be of no force or effect whatsoever.

Provided, that this contract is voidable pursuant to the provisions of the Revised School Code pertaining to criminal records and criminal history checks.

No amendment to 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 Superintendent and the President and Secretary of the Board. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provision of this Contract at such time or at any other time.

20. In the event of any dispute between the parties relating to discharge of Superintendent during the term of this Contract, the parties hereby agree to submit such to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association. Arbitration under this provision shall be conducted pursuant to the terms of the Michigan Arbitration Act, MCLA 600.5001 *et seq* and MCR 3.602.

The parties intend that this process of dispute resolution shall be inclusive of all contract and statutory claims advanced by Superintendent arising from Superintendent's discharge during the term of this Contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. However, this agreement to arbitrate does not restrict Superintendent from filing a claim or charge with any state or federal agency (such as the Equal Employment Opportunity Commission or the Michigan Department of Civil Rights), and does not apply to any claims for unemployment compensation or workers' compensation which may be brought by Superintendent. Instead, this agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings.

This agreement to arbitrate means that Superintendent is waiving his right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, Superintendent shall have the right to representation by counsel of his choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery and the right to a fair hearing. However, Superintendent, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.

The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and Superintendent, subject to the right of Superintendent to seek to tax such fees as costs against the Board.



Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within one hundred eighty (180) days of the effective date of Superintendent's discharge during the term of this Contract. The Decision and Award of the arbitrator shall be final and binding and judgment thereon may be entered in the Circuit Court for the 42nd Judicial Circuit of Michigan (Midland County).

21. If any provision of this Agreement 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).

22. Superintendent agrees that any claim or suit arising out of Superintendent's employment with the Board must be filed no more than six (6) months after the date of the employment action that is the subject of the claim or suit. Superintendent understands that the statute of limitations for claims arising out of an employment action may be longer than six (6) months, but agrees to be bound by the six (6) month period of limitation set forth herein and waives any statute of limitations to the contrary. Should a court of competent jurisdiction determine that this provision allows an unreasonably short period of time to commence a law suit, it is the intent of the parties that the court enforce this provision to the extent possible and declare the law suit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.

23. This Agreement is executed on behalf of the Meridian Public Schools School District pursuant to the authority granted as contained in the resolution of the Board adopted on June 24, 2019, the same being incorporated herein by reference.



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

Date: 7/6/20

[Signature]  
CRAIG D. CARMONEY  
SUPERINTENDENT

MERIDIAN PUBLIC SCHOOLS  
BOARD OF EDUCATION:

Date: 7/9/20

By [Signature]  
MICHAEL D. BOWEN, PRESIDENT

Date: \_\_\_\_\_

By [Signature]  
DENNIS J. COLE, SECRETARY