

THE NOVI COMMUNITY SCHOOLS SCHOOL DISTRICT

CONTRACT OF EMPLOYMENT FOR SUPERINTENDENT OF SCHOOLS

1. **Term of Contract.** It is hereby agreed between THE NOVI COMMUNITY SCHOOL S SCHOOL DISTRICT (hereafter referred to as the "School District") and DR. STEVE MATTHEWS (hereafter referred to as the "Superintendent" or "Administrator"), that the School District shall employ Dr. Steve Matthews as Superintendent of Schools for a period of three (3) years commencing on July 1, 2019, up to, and including June 30, 2022.
2. **Salary.** The Superintendent's salary for fiscal year 2019-2020 shall be 1.5% higher than the 2018-19 salary. Should the Superintendent be assigned or transferred to another administrative position, the salary paid shall be that as established by the board for that position.

The Board of Education hereby retains the right to adjust the annual salary of the Superintendent effective July 1, 2020 and effective each July 1st thereafter. The salary adjustment shall not include an increase of more than 1.5% of the annual salary and will be considered in each year of the contract. Any adjustment shall be dependent on performance, economic factors, and budget considerations.

Consistent with the provisions of Section 1250 of the Revised School Code, Administrator's job performance and job accomplishments will be significant factors in determining any adjustment to Administrator's compensation. Any increase in salary made during the term of this Contract shall be in the form of a written amendment and when executed by Administrator and the Board, shall become a part of this contract.

The annual salary shall be paid in equal installments in accordance with the policy of the Board of Education governing payment to professional staff members in the School District. The exception to this would be any performance based compensation (merit) adopted by the Board of Education for Administrator's in the District.

3. **Representation.** The Superintendent shall devote his full time and energy to the performance of his duties in a timely, faithful, diligent, efficient and fiscally responsible manner. The Superintendent further warrants, represents and affirms to the School District:
 - A. That he is fully qualified to serve as Superintendent of Schools and agrees to maintain all certifications, credentials and qualifications in accordance with the laws of the State of Michigan and the rules and regulations of the Department of Education.

If at any time 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;

- B. That he is competent to perform the duties for which he is hired, is possessed of the requisite skill and knowledge to enable him to do so, and that he will faithfully serve and be regardful of the interests of the School District;
 - C. That he will perform all duties in accordance with the law and with such care and skill as is necessary to prevent injury to the property, good will and interests of the School District; and
 - D. That he will not acquire any interests adverse to that of the School District.
4. **Termination.** The School District may terminate this Agreement, without liability hereunder for salary and/or fringe benefits for reasons which are not arbitrary or capricious. Acts or omissions constituting cause as determined by the board, shall include, but not be limited to, the following: if the Superintendent commits any act of moral turpitude, dishonesty, fraud, insubordination, incompetency, inefficiency or misconduct; in the event, in the view of the School Board, he is no longer qualified to serve as Superintendent of Schools or he has not acted in a manner in the best interest of the School District, or if he violates any of the terms or covenants of his Agreement.
5. **Dispute of Discharge.** In the event of any dispute between the parties relating to the discharge of Administrator during the term of this Contract, the parties hereby agree to submit 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, MCL 691.1681 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 Administrator arising from Administrator'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 Administrator from filing a claim or charge with any state or federal agency (such as Equal Employment Opportunity Commission or to the Michigan department of Civil Rights), and does not apply of any claims for unemployment compensation or workers' compensation which may be brought by Administrator. 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 Administrator 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, Administrator 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, Administrator, 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 Administrator, subject to the right of Administrator 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 eight (180) days of the effective date of the Administrator'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 6th Circuit Court of Michigan (Oakland County), pursuant to MCL 691.1681 et seq.

Any Arbitration claim shall be filed within one hundred eighty (180) days of the adverse Board action.

6. **Annual terms.** Superintendent is employed on the basis of fifty-two (52) weeks of work per contract/fiscal year (July 1 through June 30) as scheduled by the Board. Superintendent shall be granted vacation time of twenty-five (25) days per fiscal year. Superintendent may roll over up to ten (10) days of unused vacation days each year of the contract, not subject to accrual. Administrator shall not receive any additional compensation in lieu of use of vacation days. Administrator shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District. All scheduling of vacation is subject to the approval of the Board.
7. **Nonrenewal or Expiration.** The Board specifically reserves the right to non-renew this contract or any extension of the contract regardless of cause or reason. Pursuant to Section 1229 of the Revised School Code, if the Board of Education intends to let the Superintendent's contract expire, it must provide the Superintendent with written notification of the Board's decision not to renew the contract at least ninety (90) days prior to the contract's expiration date. If the Board does not comply with this requirement, the Superintendent's contract is automatically renewed for an addition one (1) year period.
8. **Incapacitation.** In the event of Superintendents mental and/or physical incapacity to perform the duties of his office, he shall be granted an initial leave of ninety (90) work days for purpose of recovery. The Superintendent shall first exhaust an accumulated sick leave and accrued vacation time, with the balance of the ninety (90) work day period to be unpaid. Upon utilizing leave under this provision, Superintendent shall furnish medical certification to the Board (or its designee) respecting the necessity for the leave.
9. **Tenure.** This Contract shall not be deemed to grant the Superintendent continuing tenure in the capacity of Superintendent of Schools or any other administrative position within the District. It is further understood that the failure of the Board of Education to re-employ the Superintendent at the conclusion of this Contract, in any capacity other

than a classroom teacher, shall not be deemed a breach of this Contract or a discharge or demotion within the terms of the Michigan Teacher Tenure Act.

10. **Business Expenses.** The Superintendent shall be reimbursed for reasonable and necessary expenditures which are incurred in acting on the business of the School District. This includes a limited number of conferences and workshops held in the State of Michigan, attendance at which would not require an overnight stay. Superintendent may attend, at District expense, one national and one out of town, in state conference each year. Additional conferences/workshops may be attended with prior Board approval.

Superintendent will be paid a monthly stipend of four hundred (\$400) dollars per month to cover automobile and mileage expenses incurred in acting on the business of the district. Any additional expenditures will be reimbursed upon presentation of an itemized and detailed accounting of such expenditures and receipts relating thereto in the form required by the School District and in conformity with applicable laws and the regulations of the Internal Revenue Service.

11. **Insurance.** The Board agrees to pay the premium amount for errors and omissions coverage for Superintendent while engaged in the performance of a governmental function and while the Superintendent is acting within the scope of his authority. The policy limits for this coverage shall be not less than \$5,000,000. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of Superintendent the sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions coverage. In the event that such insurance coverage cannot be purchased in the above amounts and/or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify Superintendent. In that event, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to Superintendent as is authorized under MCL 691.1408 and MCL 380.11a (3)(d).

12. **Benefits/Compensation.** In addition to the Superintendent's salary provided for in Paragraph 2 of this Contract, the School District shall provide the Superintendent with the following:

- A. Paid membership in national and state professional organizations appropriate to the Superintendent's position, as approved by the Board of Education.
- B. Health care insurance, if elected, with full family coverage, under the group policy provided the Novi Community School Administrator's Group, including dental care insurance and vision insurance, subject to employee contribution as determined by the Board and in accordance with state law.
- C. The Superintendent may enter in a salary reduction agreement to fund a tax-sheltered annuity under Section 403(b) of the Internal Revenue Code of 1954 in accordance with the policies of the School District.

All additional fringe benefits not specifically addressed in this Contract that are granted to all Novi Community Schools Administrators' Group members shall be granted the Superintendent. Failure of an insurance company to provide any of the benefits which they have contracted for, for any reason, shall not result in liability to the School District, nor shall such failure be considered a breach by the School District of any obligations it owes to the Superintendent.

- 13. Medical Examination.** The Superintendent agrees to have an annual physical examination by a licensed physician, the cost to be paid by the School District and the results of said physical examination to be supplied to said Board and treated as confidential information. The Superintendent agrees to submit to such comprehensive medical and/or mental examinations by a District-appointed physician, hospital or clinic, when, in the Board of Education's judgment, such examination is necessary to determine if the Superintendent can perform the essential job duties of his positions, or to determine reasonable accommodations necessary to permit him to perform the essential job duties, or when such examination is otherwise job-related and consistent with business necessity. The cost of the physical and/or mental examinations shall be borne by the School District and the Superintendent shall sign such medical release forms, and other documents, which are necessary to permit the Board of Education to receive all of the medical records and physician reports of the physical and/or mental examinations for the purposes provided for in this paragraph.
- 14. Evaluation.** At least annually, but no later than the last day of December of each year during the term of this contract, the Board of Education shall review with the Superintendent, his performance as Superintendent as required by MCL 380.1249 and MCL 380.1249b. using an evaluation instrument with multiple rating categories, one that takes in to account data on student growth as a significant factor and established performance goals, and one that is mutually agreeable and in compliance with the above mentioned laws. Upon completion of the formal evaluation, the Board of Education shall consider any salary adjustment and/or contract modification/renewal/extension and take formal action on that consideration by no later than ninety (90) days following the completion of the evaluation.

The School District and Superintendent shall fulfill all aspects of this Contract, any exceptions thereto being by mutual consent of the Board and the Superintendent.

The School District's waiver of a breach of any provisions of this Agreement by the Superintendent shall not operate or be construed as a waiver of any subsequent breach by the Superintendent. No waiver shall be valid unless in writing and approved by the Board of Education of the School District.

Any provision of this Agreement prohibited by the laws of the United States or the State of Michigan shall be ineffective to the extent of such prohibition only without invalidating the remaining provisions of this Agreement.

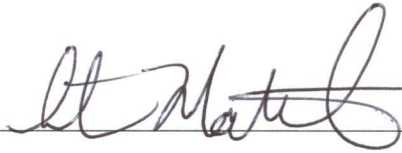
This Agreement contains the entire agreement of the parties hereto, and may not be altered, modified or rescinded by an prior contemporaneous statement to understanding of either such party, or any person on their behalf; the Agreement may be amended, modified, rescinded or otherwise altered during its term by written agreement signed by each of the parties hereto.

This Agreement is subject to approval by the School District's Board of Education.

SUPERINTENDENT OF SCHOOL

BOARD OF EDUCATION OF THE SCHOOL
DISTRICT OF THE NOVI COMMUNITY
SCHOOLS

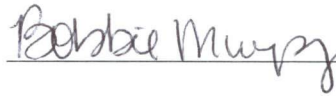
By: _____



Dr. Steve Matthews

Date: October 17, 2019

By: _____



Bobbie Murphy, President

Date: October 17, 2019