

COLON COMMUNITY SCHOOLS

SUPERINTENDENT/DIRECTOR OF CURRICULUM

CONTRACT OF EMPLOYMENT

This Contract of Employment entered into this 30th day of June, 2020, between the Colon Community Schools Board of Education, County of St. Joseph, State of Michigan, hereinafter referred to as the Board, and Penny Brockway hereinafter referred to as the Superintendent. The Board in accordance with its action found in the minutes of its meeting held on the 18th day of May 2020, had and does hereby employ the Superintendent 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. The Superintendent agrees to faithfully perform the duties as Superintendent as may be assigned from time to time by the Board and such other duties as are required pursuant to the policies and regulations of the State of Michigan and the United States of America. She shall be entitled to present her recommendations to the Board on any subject under consideration by the Board. Superintendent acknowledges that she is subject to assignment and transfer to another position of employment in the School District at the discretion of the Board should the Board decide to eliminate this position. Such assignment or transfer shall be to a position of equivalent responsibility.
2. Superintendent agrees to and shall, during the term of this Contract, devote her time, attention, and energy to her position with the School District. However, she may engage in any for-profit, not-for-profit, or charitable activities at her discretion that do not conflict with her duties under this Contract. Such outside activities include, but are not limited to, lecturing, engaging in writing activities, and accepting speaking engagements. If such outside activities require the Superintendent to be absent during regularly-scheduled hours and are not part of a professional meeting or conference approved by the Board, she shall use Vacation Leave days to perform such activities and shall retain any honorarium, salary, or fee paid to her. In no case will the Board be responsible for any expense related to the performance of outside activities.
3. Superintendent pledges to use her best efforts to maintain and improve the quality of the operation of the School District and constantly promote efficiency in all areas of her responsibility.
4. Superintendent represents that she 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 her continued employment, to meet all continuing education requirements for the position assigned, as may be required 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 of assigned as required herein, this contract shall automatically terminate and the Board shall have no further obligations hereunder.

5. Superintendent shall be paid at an annual salary rate of Ninety-nine thousand, nine hundred, twenty-nine dollars (\$99,929) in consideration of her performance of the duties and responsibilities of this position.
6. The annual salary shall be paid in twenty-six (26) or twenty-seven (27) equal bi-weekly installments annually thereafter beginning with the commencement of the fiscal/contract year (July 1 - June 30). Upon separation of the Superintendent during any fiscal/contract year, her salary shall be adjusted to reflect payment, on a per diem basis, for the number of days on which services were actually and physically rendered during the contract year. Any amounts due the Superintendent upon separation shall be remitted by the Board to her as soon as such amounts can diligently be determined. Any salary amounts received by the Superintendent in excess of days actually worked during the fiscal/contract year shall be deducted from the Superintendent's remaining wages and Superintendent, by executing this contract, hereby gives her written consent for such deduction. Any wage overpayments not recoverable by the Board through wage deduction shall be remitted to the Board by the Superintendent within three (3) business days of separation from employment. If not paid in this manner, Superintendent agrees that judgment may be entered against her in any Michigan court of competent jurisdiction for such amount(s).
7. The Board hereby retains the right to adjust the annual salary of Superintendent during the remaining years of this contract. Any such salary adjustment shall not reduce the annual salary below the minimum annual salary prescribed hereinabove. Any adjustment 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.
8. The Board shall review the Superintendent's performance annually. This annual evaluation will be based on the Superintendent's achievement of goals established prior to the beginning of each school year and provided to the Superintendent in writing as soon as practicable.
9. The Superintendent shall be eligible for Authorized Absences, Insurance Benefits, and Other Benefits as set forth in Attachment A.

10. Up to twelve (12) weeks leave shall be granted, in any school year if in the previous school year the Superintendent worked for the district for at least 1,250 hours, for the purposes of serious illness of the Superintendent or her family member, or the birth or adoption of a child. If the leave is for the Superintendent's illness the Superintendent shall first exhaust accumulated sick days prior to placement on an unpaid leave of absence. If the leave is for the illness of a family member, the Superintendent shall submit upon request medical verification that the Superintendent's presence is required to care for the family member. The Superintendent's health plan benefits shall be continued during this twelve (12) week period on the same basis as if the Superintendent were continuing to work. However, if the Superintendent fails to return to work following the leave for reasons in the control of the Superintendent, the Superintendent shall reimburse the Board the premium contribution costs. This provision shall be administered consistent with the Federal Family and Medical Leave Act and Board Policy 3430.01.
11. Superintendent agrees that she shall not be deemed to be granted continuing tenure in the position initially assigned or to which she may be assigned or transferred or 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 Superintendent for any subsequent period in any capacity, other than as a classroom teacher, as may be required by tenure law, be deemed a breach of this Contract or a discharge or demotion within the provisions of the Michigan's Teacher's Tenure Act.
12. Superintendent, upon request of the Board, 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 her assignment, with or without job accommodation. Any physical or mental examinations or inquiries shall be considered and treated as confidential. The Board shall pay the cost of such examinations.
13. The Board reserves the right to change the identity of the insurance carrier, policyholder or third-party administrator for any of the insurance programs specified under this Contract, provided that comparable coverage, as determined by the Board, is maintained during the term of this Contract. The Board shall not be required to remit premiums for any insurance coverages for Superintendent and her eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder or third-party administrator. The terms of any contract or policy 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 payment of the premium payments required to provide the above-described insurance coverage, shall be relieved from all liability with respect to insurance benefits.

14. The Superintendent shall have the right to take such action as may be authorized by the Board to protect the safety of the Superintendent, the safety of other persons, or preserve or protect property. If the Superintendent is subpoenaed to appear in criminal proceeding arising out of an assault by a student, the time lost shall not be charged against the Superintendent. The Board will reimburse Superintendent for property damage or loss caused by the Board, the School District, or a student not covered by the Superintendent's insurance up to \$100 or not reimbursed by the student/parent provided such loss or damage was not related to the Superintendent's negligence. Full replacement will be paid for glasses, prosthetics, or hearing aids not covered by insurance, service contract, warranty, or supplementary insurance coverage if the student/parent is not responsible for reimbursement. The Superintendent must present proof that the item is not covered, as outlined above, before payment will be made. Damage must not be related to the Superintendent's negligence. Superintendent is encouraged not to bring, or leave, expensive personal items at school or in any unsecured areas. The Board will not reimburse for loss or damage to jewelry.
15. The Board shall be entitled to terminate the Superintendent's employment at any time during the term of this contract for acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetence, conviction or commission of a felony or misdemeanor or if Superintendent materially breaches the terms and conditions of the Contract. In the event that the Board undertakes to dismiss Superintendent during the term of this contract, she shall be entitled to written notice of charges and an opportunity for a hearing before the Board. In the event of termination of employment during the term of this Contract, this contract shall automatically terminate and the Board shall have no further obligation hereunder.
16. The Superintendent shall be entitled to terminate her employment and this Contract at any time during the term of this contract upon thirty (30) days' written notice to the Board.
17. In the event of any dispute between the parties relating to discharge or nonrenewal 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 rules of, and administered by, the American Arbitration Association. 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 their Contract including, but not limited to, claims of unlawful

discrimination and all claims for damages or other relief. The arbitrator's fee and the costs imposed by the American Arbitration Association shall be the obligation of 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 ninety (90) days of the effective date of Superintendent's discharge or non-renewal. The parties are entitled to have legal or other representation of their own designation, and each party shall be responsible for its own costs incurred in connection with such representation. The Decision and Award of the arbitrator shall be final and binding and judgment thereon may be entered in the County Circuit Court.

18. This Contract of Employment contains the entire agreement and understanding by and between the Board and Superintendent with respect to the employment of Superintendent and no representation, 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. No change or modification of this Contract shall be valid or binding unless it is in writing and signed by Superintendent and 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.
19. If any provision of this Contract 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 provisions.
20. This Contract is executed on behalf of the School District pursuant to the authority granted as contained in the resolution of the Board adopted on May 18, 2020, the same being incorporated herein by reference.

ATTACHMENT A

**COLON COMMUNITY SCHOOLS
SPECIAL ENDORSEMENTS
2020-2023 SUPERINTENDENT'S CONTRACT**

**Part A
Authorized Absences**

1. **Holidays.** Labor Day, Thanksgiving Day plus the day after, Christmas Day plus the day before, New Year's Day plus the day before, Good Friday (when school is not in session), Memorial Day, 4th of July.

2. **Vacation Leave.** Superintendent shall be granted vacation time of twenty-five (25) days per fiscal year. Vacation days must be used within the fiscal year for which they are made available and Superintendent shall not receive any additional compensation in lieu of the use of vacation days without the express agreement of the Board. Superintendent shall schedule the use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District. During the school year the Superintendent will receive the same school break days as other professional staff with the understanding that the Superintendent is Superintendent 24 hours a day seven days a week and will deal with important school issues whenever they arise.

3. **Sick Leave.**
 - 3.1 Sick leave may be used for:
 - A. Any physical or mental condition that disables the Superintendent from performing her duties, excluding any condition compensable by worker's compensation.

 - B. Any communicable disease which would be hazardous to the health of students, employees, or other persons using the School District facilities.

 - 3.2 Superintendent shall be credited with twelve (12) days of sick leave at the beginning of employment. Twelve (12) days sick leave shall be given each year and any unused days shall accumulate although the total accumulated days shall never exceed 130.

4. **Funeral Leave.**
 - 4.1 Superintendent shall be entitled to five (5) workdays of funeral leave due to the

death of an immediate family member, including a spouse, mother, father, child, stepchild, brother, sister, or the current mother-in-law, father-in-law, brother-in-law, sister-in-law.

- 4.2 Superintendent shall be credited with five (5) workdays per year of funeral leave for the deaths of anyone who is not an immediate family member. Funeral leave days shall not accumulate.
- 4.3 The attendance of a funeral as a representative of the School District shall not be charged against funeral leave.

5. **Business Leave**

- 5.1 Business, professional or personal obligations that cannot reasonably be scheduled at a time which does not conflict with the performance of duties, but not for social, recreation, vacation, or other similar purposes.
- 5.2 Superintendent shall be credited with four (4) workdays per year of business leave. Business leave shall not accumulate.

**Part B
Insurance Benefits**

Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third party administrator, the Board shall make premium payments up to the CAP amount on behalf of Superintendent and her eligible dependents for the following insurance programs:

- 1. A Health, Dental, Vision Insurance Plan that is consistent with the plan offered to other full-time employees of the District.
- 2. Life insurance in the amount of the Superintendent's salary.

**Part C
Other Benefits**

- 3. **Retirement.** The Board of Education shall pay the full employer retirement obligation to the Michigan Public School Employees Retirement System.
- 4. **Professional Association and Conferences.** Subject to express approval by the Board,

the fees or dues for membership in appropriate professional organizations shall be paid by the Board. Subject to prior approval by the Board, the Superintendent may attend appropriate professional meetings at the local, state and national levels and shall be reimbursed for any registration fees, tuition, travel, lodging and/or reasonable meal expenses for herself in relation thereto not prepaid by the Board subject to the budgeted amount on an annual basis. Attendance at professional association meetings and conferences should be considered as a workday and the Superintendent will not need to use a vacation, sick, or business day.

5. **Graduate Credit:** Reimbursement shall be provided for 2 courses or up to 8 semester hours per year for classes taken, that directly pertain to areas of responsibility.

6. **Annuity:** A District-provided contribution equaling 4% of Superintendent's annual salary will be made annually in the month of July into an agreed-upon and approved 403b vendor.

7. **Performance Payment:** To acknowledge the successful evaluation the Superintendent shall be paid \$2,000 for an Effective evaluation and \$3,500 for a Highly Effective evaluation annually. This payment will be made to the Superintendent within two (2) weeks following the Board's review of the Superintendent's performance.