

Constantine Public Schools

Superintendent Contract of Employment

THIS CONTRACT OF EMPLOYMENT (subsequently referred to as "Contract" or "Agreement") constitutes an agreement by and between the Board of Education of Constantine Public Schools ("Board of Education", "Board" or "School District") and Stephen K. Wilson as Superintendent ("Superintendent"), collectively, the "parties." The terms of the Contract are provided below.

1. **TERM.** The Superintendent is employed for the period from July 1, 2019 through June 30, 2024, subject to extension, nonrenewal and discharge as provided in this Contract.
2. **QUALIFICATIONS.** The Superintendent represents that he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the rules and regulations of the Department of Education, and those required by the Board to serve in the position of Superintendent. The Superintendent shall furnish and maintain for the duration of this Contract in the central administrative offices evidence that the Superintendent satisfies the requirements for holding the position of the Superintendent or for such other position assigned by the Board. If at any time the Superintendent fails to maintain all certificates, credentials and qualifications for the position of Superintendent as required under this Contract, or fails to satisfy applicable continuing education requirements, this Contract shall automatically terminate and the Board shall have no further obligations under this Contract.
3. **DUTIES.** The Superintendent agrees to devote his talents, skills, efforts and abilities toward competently, proficiently and faithfully fulfilling all duties and responsibilities of the position of the Superintendent as required and assigned by the Board. The Superintendent agrees to comply with the directives of the Board and to comply with and fulfill all responsibilities and tasks required by state and federal law, rules and regulations and to carry out the educational programs and policies of the School District.
4. **CONTRACT EXTENSION.** The Contract may be extended either by option of the Board of Education or by operation of law as follows:
 - A. **Board Option.** The Board of Education, no later than April 1, of each year during the term of this Contract, may extend the Contract for an additional one-year period. If no action is taken by the Board, the Contract shall be deemed to have been renewed for one additional year. The Superintendent annually shall advise the Board of Education of this obligation, in writing, during the month of February.

B. Operation of Law / Nonrenewal.

- (i) Unless the Board of Education gives written notice of nonrenewal 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 Section 1229 of the Revised School Code. The Superintendent annually shall advise the Board of Education of this obligation, in writing, during the month of February.
- (ii) The Board is not required to wait for the annual evaluation to be conducted (No. 12.A.) in order to exercise its authority under Section 1229 of the Revised School Code should it elect to nonrenew the Contract.

C. Notice. The Board recognizes the right of the Superintendent to pursue other job opportunities. The Superintendent may terminate this Contract for such reason upon giving not less than ninety (90) calendar days written notice to the President of the Board.

5. COMPENSATION.

- A. Salary. The Superintendent shall be paid an annual salary of One Hundred Twenty Thousand Five Hundred Sixty-One Dollars (\$120,561.00), less applicable taxes and withholdings, in consideration of his performance of the duties and responsibilities of the position of Superintendent consistent with this Contract. Payment shall be in twenty-six (26) equal bi-weekly installments during the applicable twelve (12) month contract period July 1 through June 30. Compensation for each successive twelve (12) month period of this Contract shall be determined by mutual agreement between the Board and the Superintendent on or before July 1 of such period, provided, however, that in the event of their inability to agree, the Superintendent's annual rate of compensation shall not be reduced below One Hundred Twenty Thousand Five Hundred Sixty-One Dollars (\$120,561.00). Any adjustment in salary made during the term of this Contract shall be in the form of a written amendment and, when executed by the Superintendent and the Board, shall become a part of this Contract.
- B. Job Performance. Pursuant to Section 1250 of the Revised School Code, the Superintendent's job performance and job accomplishments shall be a significant factor in determining compensation and additional compensation.

Annual performance-based pay of up to a maximum of Fifty Dollars (\$50.00) per contract year (July 1-June 30) may be earned during each year of this Contract and paid in the last paycheck in June of the contract year in which it was earned. ("Contract year" is July 1 – June 30.) The criteria and weighting shall be determined annually by June 30th of the preceding year by the Board and the Superintendent based upon the recommendation of the Personnel Committee. The

Superintendent is to inform the Board in writing of the requirement to determine annual goals along with contractual timelines annually by April. In the event that criteria are not determined to provide the performance-based payment and the Superintendent notified the Board of the contractual timelines by April, the Superintendent will be compensated the full amount of the performance-based pay for the year.

6. **BENEFITS.**

A. Vacation. The Superintendent is employed on the basis of fifty-two (52) weeks of work per contract year (July 1 through June 30) as scheduled by the Board. The Superintendent shall be granted vacation time of twenty-five (25) days per contract year, exclusive of legal holidays. The Superintendent shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District. The President of the Board shall always be informed by the Superintendent in advance of any time the Superintendent will be absent from a Board meeting. The Superintendent will not schedule his vacation during a time when his presence and leadership are critical to the School District as determined by the Board President or by the Board of Education, as applicable. Vacation days shall carry over into the next year. Unused days will be paid out to the Superintendent.

B. Hospital, Medical, Dental, Life Insurance and Long-Term Disability.

(i) Subject to (iii) below, the Board shall provide the Superintendent with, at a minimum, the same health, dental, long-term disability and sick leave benefits as provided to other administrators employed by the Board. Equal bi-weekly deductions shall be made from the Superintendent's compensation to pay the requisite health insurance premiums, such as those required by Michigan law, including Public Act 152 of 2011, the Publicly Funded Health Insurance Contribution Act.

(ii) Subject to (iii) below, life insurance shall be a term policy of \$200,000. Beneficiary will be the choice of the Superintendent.

(iii) 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 Contract. However, the Board shall not be required to remit premiums for any insurance coverage(s) for the Superintendent and his eligible dependents if enrollment or coverage is denied by the insurance carrier, underwriter, policyholder or third party administrator. The terms of the 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. The Superintendent is responsible for assuring completion

of all forms and documents needed to receive the above described insurance coverages. The School District, by payment of the premium payments required to provide the above-described insurance coverages, shall be relieved from all liability with respect to insurance benefits.

- C. Sick Leave. The Superintendent shall be afforded the same sick leave granted to other administrators under the policies established by the Board (currently 15 days per contract year which may accumulate to 200 days). The unused portion of such allowance shall accumulate from year to year. If such credit results in the accumulation of 50 days or more, the Board will pay the Superintendent upon retirement from the School District in the following manner: 1-100 accumulated days - \$15.00 per day (\$1,500 maximum), 101-200 accumulated days - \$25.00 per day (\$2,500 maximum in addition to the monies received from 1-100 days). A maximum of \$4,000 may be granted for 200 days accumulated. No additional pay will be granted for unused sick days beyond 200.
- D. Personal Leave. The Superintendent shall be granted five (5) personal days per contract year. Any unused personal days roll over to accumulated sick days at the end of the contract year.
- E. Bereavement Leave. The Board shall grant five (5) days of leave (non-cumulative) for the death of a family member. "Family" includes spouse, child, mother, father, sibling, grandparent, mother and father-in-law, and "in-law" siblings and grandparents.
- F. Annuity. The School District will contribute Two Thousand Six Hundred Seventy Dollars (\$2,670.00) annually toward an annuity of the Superintendent's choice. Payment shall begin with the first July 2019 payroll for the 2019-2020 contract year.
- G. Professional Development. The Superintendent may attend meetings at the local, state and with prior Board approval, national levels for professional development. The Superintendent shall be eligible to be reimbursed for travel, meals and lodging in accordance with expense and reimbursement procedures established by the Board. The Superintendent shall be required to present an itemized account of his reasonable and necessary expenses. The Superintendent shall demonstrate his efforts toward professional development for himself.
- H. Organization. The School District shall pay the association dues of the Superintendent for the American Association of School Administrators, the Michigan Association of School Administrators and related MASA regional association. The Board shall pay the dues of any other professional organization deemed appropriate by the Superintendent and approved by the Board.
- I. Reasonable Expenses. The Superintendent is expected to represent the School District at many functions, both within and outside the School District. The School

District shall pay or reimburse the Superintendent for Board authorized expenses in accordance with applicable budget and fiscal procedures. The payment of expenses shall not be considered additional compensation, and shall be limited to no more than Five Hundred Dollars (\$500.00) annually.

- J. Service Organizations. The School District shall pay the membership dues of one (1) local service club per year.
- K. Mobile Telephone. The School District shall reimburse the Superintendent the cost of a mobile telephone contract, up to One Hundred Twenty-Five Dollars (\$125.00) per month.
- 7. **MEDICAL EXAMINATION.** The Board requires that the Superintendent have a comprehensive medical examination biannually paid by the School District. The School District will pay only costs associated with the exam not covered by health insurance. The Superintendent shall pay any other expenses. A physician of the Superintendent's choice, who shall be approved by the Board, shall perform the exam. A statement certifying to the physical and mental competency of the Superintendent shall be submitted to the President of the Board and shall be treated as confidential information.
- 8. **TENURE EXCLUSION.** The above named person shall not acquire tenure as an administrator in the position of Superintendent, in any non-classroom position or in any other nonteaching position to which he may be assigned
- 9. **PROFESSIONAL LIABILITY PROTECTION.** The Board agrees to pay the premium amount for a liability insurance policy, *e.g.*, errors and omissions insurance coverage, for the 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 Five Million Dollars (\$5,000,000.00). The terms of the errors and omissions insurance policy and any applicable rules and regulations, including eligibility, shall be controlling. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above 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 the Superintendent. In that event, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to the Superintendent as is authorized under MCL 691.1408 and MCL 380.11 a.
- 10. **OUTSIDE ACTIVITIES.** The Superintendent may undertake non-district related activities (*e.g.*, consultative work, speaking engagements, teaching, writings, lecturing) provided prior approval is received from the Board. If the Superintendent receives compensation for such activities, he will be required to report such activity to the Board President and use vacation time to cover the time missed from work for the School District. In the event the Board, in its sole discretion, determines that any such activity interferes with the Superintendent's satisfactory performance or the time necessary for the Superintendent's satisfactory performance of duties, the Board may require that the

Superintendent cease some or all of such outside activities. In no case will the Board be responsible for any expense incurred by the Superintendent to the performance of outside activities or loss of income if the Board requires a reduction or cessation of the performance of outside activities.

11. **HOLIDAYS.**

- A. **Days Recognized.** The Superintendent shall receive the following 10 holidays: January 1, Good Friday, Memorial Day as observed, July 4, Labor Day, Thanksgiving Day, the Friday immediately after Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Eve. If a holiday falls on a Sunday, the holiday shall be taken on the immediately preceding Friday. If a holiday falls on a Sunday, the holiday shall be taken on the immediately following Monday.
- B. **Breaks.** The Superintendent is not required to work during school breaks including but not limited to Spring break, Thanksgiving break or Christmas/New Year's break and mid-winter break.

12. **EVALUATION.**

- A. **Annual Evaluation.** The Board shall evaluate the Superintendent's performance annually, but not later than May 15, and subsequently shall review with the Superintendent the written evaluation of his performance. Beginning with January 2020, the Superintendent shall annually advise the Board of Education in writing of this obligation during January prior to the Board's regular January meeting.

The evaluation instrument and process shall be mutually agreed upon. The evaluation shall be in written form. The Board shall determine the evaluation instrument and process if mutual agreement cannot be reached. Before the beginning of each year of this Contract, the Board and the Superintendent shall meet to discuss performance standards for the upcoming contract year.

- B. **Performance.** In the event the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe, in writing in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the Superintendent who may provide a written response to the evaluation. This response shall become a permanent attachment to the Superintendent's personnel file. Within thirty (30) business days of the delivery of the written evaluation to the Superintendent, the Board shall meet with the Superintendent to discuss the evaluation.

13. **TERMINATION.**

- A. **Termination / Nonrenewal.** This Contract shall terminate on its expiration date of June 30, 2024, or subsequent termination date if the Contract has been extended, provided the Board has given the Superintendent ninety (90) days written notice prior to the expiration date of the Contract in accordance with the nonrenewal provisions of Section 1229 of the Michigan Revised School Code.
- B. **Discharge.** The Superintendent shall be subject to discharge by the Board from his employment with the School District during the term of this Agreement for proper and stated cause, including, but not limited to, (a) inefficiency, (b) dishonesty, (c) loss of confidence by the Board in the leadership of the superintendent, (d) commission of an act of either (i) moral turpitude, (ii) misconduct, (iii) theft, (iv) fraud, (v) insubordination as determined by the Board, (e) conviction of a crime (misdemeanor or felony), (f) any material breach of the Superintendent's obligations under this Agreement (such as those provided by No. 2, Qualifications, No. 3, Duties, above) as determined by the Board or (g) commission of an act of unprofessional conduct under Section 1230b(8)(b) of the Revised School Code as determined by the Board, but the Board shall not arbitrarily and capriciously dismiss him. The foregoing standards for Discharge during its term shall not be applicable to nonrenewal of this Contract at the expiration of its term, which is discretionary with the Board. No discharge shall be effective until written charges have been served upon him and he has had an opportunity for a fair hearing before the Board after ten (10) calendar days' notice in writing. However, the Board is not required to give the Superintendent an opportunity to correct any deficiencies or areas of concern. The hearing shall be public or private at the option of the Superintendent. At such hearing, he may have legal counsel at his own expense.

14. **DISPUTE RESOLUTION.** In the event of a dispute between the parties relating to discharge of the 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 for the resolution of Employment disputes of, and administered by, the American Arbitration Association.

Further, the parties intend that this process of disputed resolution shall be inclusive of ALL contract and statutory claims advanced by the Superintendent arising from the 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 the 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 the 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 the Superintendent is waiving his right to adjudicate all claims relating to discharge of the Superintendent during the term of this Contract in a judicial forum and is instead choosing to arbitrate those claims. In any such arbitration proceeding, the Superintendent shall have the right to representation by counsel of his choice at his own expense, the right to appointment of a neutral arbitrator, the right to reasonable discovery and the right to a fair hearing. However, the Superintendent, through this agreement to arbitrate such claims, does not waive any statutory right or remedies in the context of such arbitration proceedings.

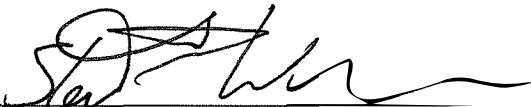
The arbitrator's fee and the cost imposed by the American Arbitration Association shall be shared equally by the Board and the Superintendent.

Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board Secretary within one hundred eighty (180) calendar days of the effective date of the Superintendent's discharge during the term of this Contract. The Decision and Award of the arbitrator shall be final and binding and judgment thereof may be entered in the Circuit Court for the 45th Judicial Circuit of Michigan (St. Joseph County).

15. **COOPERATION.** The Board and the Superintendent will work together for the benefit of the School District.
16. **BREACH.** In the event of a breach on the part of either party to this Contract, nothing contained in this Contract shall be construed to render the obligations of either party null and void.
17. **ENTIRE AGREEMENT.** This Contract of Employment contains the entire agreement and understanding by and between the Board and the Superintendent with respect to the employment of the Superintendent and no representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect. All prior agreements and representations, written or oral, pertaining to, connected with or arising in any manner out of the employment of the Superintendent by the Board, are hereby terminated and shall be of no force or effect. No change or modification of this Contract of Employment shall be valid or binding unless it is in writing and signed by the Superintendent and authorized and signed by the Board. No waiver of any provisions of this Contract shall be valid unless it is in writing and signed by the 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.
18. **ENFORCEABILITY.** 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; provided, however, that no such severability shall be effective if it materially changes the economic benefit of the Contract to any party.

SUPERINTENDENT

Dated: _____, 2019

By: 
Stephen K. Wilson

On behalf of CONSTANTINE PUBLIC SCHOOLS
BOARD OF EDUCATION

Dated: _____, 2019

By: _____

Its: _____

Dated: _____, 2019

By: _____

Its: _____

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