

**ALCONA COMMUNITY SCHOOLS
EMPLOYMENT CONTRACT - SUPERINTENDENT OF SCHOOLS**

Daniel J. O'Connor

Pursuant to Section 1229(1) of the Revised School Code the Board employs **Daniel J. O'Connor** ("Superintendent") beginning July 1st, 2021 and ending on June 30, 2026, according to the terms and conditions of this Contract as specifically described below.

1. **Term.** The Superintendent is employed from from July 1, 2021 through June 30, 2022 subject to extension, non-renewal, and termination as provided in this Contract.

2. **Contract Extension.** On or before April 1st of each Contract year, the Board shall review this Contract and take official action determining whether to extend the Contract for an additional year. If the Board takes no action by April 1st, the Contract shall extend for an additional Contract year. By March 1st of each year, the Superintendent shall, in writing, advise the Board of this provision.

3. **Qualifications.** The Superintendent represents that he possesses and will maintain all certificates, credentials, and qualifications required by law, including Sections 1246 and 1536 of the Revised School Code, Michigan Department of Education regulations, and those required by the Board to serve in the position assigned.

A. As a condition of his continued employment, the Superintendent also agrees to meet all continuing education requirements for the position assigned, as may be required by law or by the Michigan State Board of Education, and/or the Michigan Superintendent of Public Instruction

B. If at any time the Superintendent fails to maintain all certificates, credentials, continuing education requirements, or qualifications for the assigned administrative position, this Contract shall automatically terminate and the Board shall have no further obligation under its terms.

4. **Duties.** The Superintendent shall faithfully and diligently perform the duties of Superintendent as required by law and as prescribed by the Board, as well as those duties that may be further established, modified, or amended from time to time by the Board.

A. The Superintendent acknowledges the ultimate authority of the Board as to his duties and agrees to faithfully perform those duties and to diligently implement the Board's policies and education programs.

B. The Superintendent agrees to devote his talents, skills, efforts, and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned, including compliance with the directives of the Board to carry out its policies and educational programs.

- C. The Superintendent agrees to comply with and fulfill all responsibilities and tasks for which he is responsible as required by state and federal law, as well as by the Board through its policies, regulations, and directives.
- D. The Superintendent pledges to use his best efforts to maintain and improve the quality of District operations and to constantly promote efficiency in all areas of his responsibility.

5. **Compensation.** The Superintendent's initial base salary for the 2021-2022 Contract year shall be One Hundred fifteen thousand four hundred six Dollars (\$115,406.00) in consideration of his performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board.

- A. The Superintendent's base salary shall be increased on an annual basis by an amount equal to the average percentage increase for the professional teaching staff as of 06/23/2021.
- B. The Superintendent will receive a \$1500 increase or the equivalent of the professional teaching staff for each degree they receive that is pertinent toward their professional qualifications.
- C. The Board retains the right to additionally increase the Superintendent's annual salary during the term of this Contract, but in no event shall the salary be less than that for the previous Contract year.
- D. Consistent with Section 1250 of the Revised School Code, the Superintendent's job performance and job accomplishment will be significant factors in determining any adjustment to the Superintendent's compensation. See MCL 380.1250. Upon an evaluation rating of highly effective, the Superintendent shall receive a one-time lump sum payment of One Hundred and Fifty Dollars (\$150.00).
- E. If the Superintendent serves as the Board's Chief Negotiator for collective bargaining with the Alcona Education Association and the Teamsters Bargaining Unit, the Superintendent shall receive additional compensation at a rate of Two Thousand Five Hundred Dollars (\$2,500) per collective bargaining agreement. Said compensation shall be paid in the school year in which the tentative agreement is reached and shall not be a permanent adjustment to the Superintendent's salary base.
- F. 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.
- G. The Employer agreed to reimburse the employee \$800 per year for data services on the Employee's cellular phone service. The Employee agrees to maintain the data services as part of his/her duties. Reimbursement documentation can be sought up to three separate times a year.

6. **Business Expenses.** The Board will reimburse the Superintendent for all reasonable and necessary business-related expenses resulting from the performance of his duties as Superintendent. Verification of the expenses shall be in the manner determined by the Board, or its designee.

7. **Professional Dues.** The Board will pay the Superintendent's Association dues for the Michigan Association of School Administrators (MASA) and the MASA region in which the District is located. The Superintendent's membership dues for other appropriate professional, civic, and educational organizations that may benefit the District, will also be paid, subject to Board approval.

8. **Professional Meetings and Conferences.** The Board encourages the continuing professional growth of the Superintendent through his participation in:

- A. Conferences, programs, and other activities conducted or sponsored by local, state, and national school administrators and school board associations;
- B. Seminars and courses offered by public or private educational institutions; and
- C. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform his professional responsibilities for the District.

The Board shall permit a reasonable amount of time for the Superintendent to attend such professional programs and pay for the necessary registration fees, travel, and subsistence expenses, as approved by the Board, and in accordance with Board policy.

9. **Tuition Reimbursement.** The Board shall reimburse the Superintendent for successful completion of graduate school courses in subject areas related to school administration at the rate of 50% of tuition paid per credit hour. To be eligible for the 50% tuition reimbursement benefit, the graduate school course(s) shall be approved by the Board before the Superintendent's enrollment and the Superintendent must provide evidence of successful completion of the approved course(s).

10. **Insurance Programs.** Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder, or third-party administrator, the Board shall make premium payments on behalf of the Superintendent and his eligible dependents for the following insurance programs, subject to possible modification as stated in 11 below.

- A. Health and hospitalization insurance: The Board's contribution toward this premium shall not be less than the statutory limit necessary to comply with the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. Any premium amount exceeding the statutory limitation shall be payroll-deducted from the Superintendent's compensation. If the Superintendent elects to not be covered by health and hospitalization insurance, he shall instead receive a cash in lieu of insurance benefits payment in the amount of Four Hundred Dollars (\$400).

- B. Dental insurance at the benefit level of 80%/80%/80%
- C. Vision care plan
- D. Long-term disability insurance equivalent to that provided to the District's professional staff pursuant to the Master Agreement
- E. Term life insurance with a face value of One Hundred Thousand Dollars (\$225,000.00)

11. **Insurance Contracts.** The Board reserves the right to change the identity of the insurance carrier, policyholder, or third-party administrator for any of the coverage for the plans and programs identified in 8, if comparable coverage (as determined by the Board) is maintained during the term of this Contract.

- A. The Board is not required to remit premiums for any insurance coverage for the Superintendent and his eligible dependents if the insurance underwriter, policyholder, or third-party administrator denies enrollment or coverage.
- B. 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.
- C. The Superintendent is responsible for ensuring the completion of all forms and documents needed to receive the above-described insurance coverage.
 - 1. 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.

12. **Vacation and Leave Days.** The Superintendent shall receive the leave benefits described below which are subject to and administered in accordance with applicable Board policy. The Superintendent shall maintain a record of the leave days used and report the use of leave days to the payroll clerk for proper processing.

- A. *Vacation:* thirty (30) paid days per Contract year. Unused vacation time does not carry over to the next Contract year, but a maximum of ten days may be converted to additional compensation payable at the Superintendent's per diem rate of pay. The Superintendent shall schedule use of vacation days in a manner to minimize interference with the District's business and orderly operation. All vacation scheduling is subject to the approval of the Board President.
- B. *Sick Leave:* accumulated under previous contracts. Thereafter, the Superintendent shall accrue one sick leave day each month worked, and to be accumulative with the balance of the days not used to a total of a maximum of one hundred eighty (180) days. Upon separation of employment and after 10 years of service with the District, the Superintendent shall receive a terminal leave payment of his per diem rate for twenty-five

percent (25%) of his unused sick leave days through a district approved annuity.

- C. *Personal Leave*: The Superintendent shall receive five (5) personal leave days per Contract year, beginning July 1 of each Contract year. Any unused personal leave days accumulate as sick leave in Paragraph B., above..
- D. *Emergency Leave*: The Superintendent shall receive five (5) emergency leave days per Contract year and may be used under the same conditions as provided for other professional staff. These days do not accumulate beyond the Contract year.
- 2. *Holidays*: Consistent with the District's calendar, the Superintendent is entitled to the following paid holidays for which no service to the District is required: Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve Day, Christmas (or the two days surrounding December 24 and 25 if they fall on a non-work day), the day after Christmas, New Year's Eve Day, New Year's Day (or the two days surrounding December 31 and January 1 if they fall on a non-work day), Good Friday (if school is not in session) or a floating holiday, Easter Monday (if school is not in session) or a floating holiday, Memorial Day, and 4th of July.

13. **Medical Examination**. The Superintendent shall submit to such medical examinations (including drug or alcohol tests), 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, or as may be directed by the Board to determine the Superintendent's ability to perform the essential job functions required by his assignment, with or without reasonable job accommodation(s).

- A. Further, the Superintendent shall submit to a comprehensive medical examination on an annual basis and shall submit to the Board President a statement from the examining physician about the Superintendent's ability to perform the essential job functions required by his assignment, with or without reasonable job accommodation(s).
- B. Upon the Board's request, the Superintendent shall authorize the release of medical information necessary to determine if the Superintendent is able to perform the essential job functions required by his assignment, with or without reasonable job accommodation(s).
- C. Any medical or psychological examination or disclosure of such information required of the Superintendent by the Board shall be job-related and consistent with business necessity.
- D. Any medical or psychological examination under this section shall be at Board expense and shall be conducted by appropriate medical personnel of the Board's choice.
- E. Any information obtained from medical or psychological examinations or inquiries shall be confidential. The Superintendent may receive the results of Board-ordered tests and examinations upon written request.

14. **Performance Evaluation.** The Superintendent's performance shall be evaluated by the Board, at least annually. This evaluation process shall comply with Section 1249b of the Revised School Code (or its successor provision), using multiple rating categories that take into account student growth data as a significant factor. See MCL 380.1249b.

15. **Assignment.** The Superintendent is subject to assignment and transfer to another administrative position of employment with the District at the Board's discretion. In the event of such assignment/transfer, the Superintendent's salary and other group benefits shall be those as stated in this Contract, or as such other terms that may be mutually agreed by the Superintendent and the Board.

16. **Tenure Exclusion.** The Superintendent is not deemed to have been granted tenure in the administrative position initially assigned or to which he may be assigned or transferred or in any capacity other than that of a classroom teacher pursuant to the Michigan Teachers' Tenure Act.

17. **Termination.** The Board is entitled to terminate the Superintendent's employment at any time during the term of this Contract when it determines that the Superintendent has engaged in any act of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if the Superintendent materially breaches the terms and conditions of this Contract, or for any other basis that constitutes good and just cause.

- A. The foregoing standard for termination of this Contract during its term does not apply to nonrenewal of this Contract at the expiration of its term, which decision is discretionary with the Board and is governed by Section 1229 of the Revised School Code, MCL 380.1229.
- B. If the Board undertakes to dismiss the Superintendent during the term of this Contract, he shall be entitled to written notice of charges and an opportunity for a fair hearing before the Board no sooner than ten (10) days after written notice of the charges. This hearing shall be public or private at the Superintendent's option. The Superintendent may have legal counsel attend this hearing, at the Superintendent's expense.
- C. If the Board terminates the Superintendent's employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further contractual obligation to the Superintendent.

18. **Arbitration.** If a dispute relating to the Superintendent's termination arises during the term of this Contract, the parties agree to submit such dispute 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, and shall comply with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.

- A. The parties intend that this process of dispute resolution shall include all contract and statutory claims advanced by the Superintendent arising from his termination 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.

- B. This agreement to arbitrate means that the 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, the Superintendent has 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, the Superintendent, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.
- C. The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and the Superintendent, subject to the Superintendent's right to seek to tax such fees as costs against the Board.
- D. 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 the Superintendent's termination during the term of this Contract. The arbitrator's Decision and Award shall be final and binding and judgment thereon may be entered in the Alcona County Circuit Court.

19. **Limitations.** The Superintendent agrees that any claim or suit arising out of his 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. The 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 in this Contract and expressly 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 lawsuit, it is the parties' intent that the court will enforce this provision to the extent possible and declare the lawsuit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.

20. **Entire Agreement.** This Contract contains the entire agreement and understanding between the Board and the Superintendent about the Superintendent's employment. Prior or concurrent representations, promises, contracts, or understandings (written or oral) not contained in this Contract have no effect.

- A. Any prior agreement (written or oral) pertaining to the terms of this Contract is cancelled and superseded by this Contract. Provided, however, that this Contract is voidable under the Revised School Code's provisions pertaining to criminal history and records checks.

B. No change or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board as reflected in its minutes, and signed by the Superintendent and the President and Secretary of the Board.

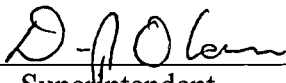
C. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provisions of this Contract at such time or at any other time.

21. **Voidability.** 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 provision(s).

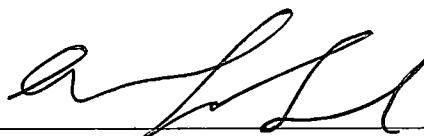
22. **Authorization.** This Contract is executed on behalf of the District pursuant to the authority contained in the Board resolution adopted on May 8, 2017, the same being incorporated herein by reference.

23. **Board Paid Annuity.** By June 30 of each year of the contract, the Board of Education shall contribute an amount equal to 4% of the Superintendent's salary to be invested in a personal 401k or 403b annuity with an investment firm selected by the Superintendent (or; one of the investment firms utilized by the district).

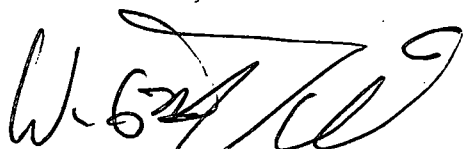
Dated:

By: 
Superintendent,
Daniel J. O'Connor

Dated:

By: 
Chad Spitznagel
Vice President, Board of Education

Dated:

By: 
Warren MacNeill
Secretary, Board of Education