

Superintendent's Employment Contract

This contract is entered into as of the 18th day of June, 2019, between the Board of Education of the Allegan Area Educational Service Agency, referred to as the "Board of Education" or "School District" and William Brown as Superintendent, referred to as "Administrator", in this contract.

1. **Duties:** The Superintendent agrees, during the period of this contract, to faithfully perform his duties and obligations in such capacity for the school district including, but not limited to, those duties required by the School Code. He will act as an advisor to the Board on matters pertaining to the school administration of the School District, and he will inform the Board of significant administrative action taken on its behalf. The Superintendent shall recommend, effect, or cause to be effected, the policies and programs of the Board of Education as may be adopted. He will faithfully and diligently fulfill all the duties and obligations incumbent upon him as the executive head of the School District. Pursuant to MCLA 380.634(7), the administrator is prohibited from engaging in conduct involving moral turpitude and the Board may void this contract if the administrator violates the provision prohibiting conduct involving moral turpitude. The Superintendent shall perform the duties of Superintendent in a competent, proficient, and professional manner, and shall not during the term of the Contract be engaged in any other activity whether or not for remuneration without prior approval of the Board or its designee.
2. **Term:** The Board agrees to employ William Brown as Superintendent of schools for the term of three (3.0) years from July 1, 2019 to and including June 30, 2022, subject to the nonrenewal and termination provisions described herein.

The Board shall review this contract with the Superintendent annually, and shall, on or before June 30 of each ensuing year, take official action determining whether or not it is extended for an additional year and notify the Superintendent of its action in writing. The decision to extend shall depend in part on the Superintendent's overall evaluation rating; at no time, shall the contract duration exceed three years.

The District's failure to continue the Superintendent's employment after the term of this Agreement, or re-employ him in another capacity, will not be considered a breach of this Agreement.

3. **Annual Evaluation:** The Board will evaluate the Superintendent, at least 90 days before the end of the contract year, or at such other time as the Board shall establish after consulting with the Superintendent, using the criteria and an evaluation tool and process mutually agreed upon by the Board and the Superintendent, and consistent with applicable law. Informal evaluations may be conducted periodically through the year. The Superintendent may request that the evaluation(s) be considered in a closed session.
4. **Tenure Exclusion:** This contract does not confer tenure upon the Administrator in the position of Superintendent or any other administrative position or any position other than a classroom teacher in the School District.

5. **Professional Liability:** The School District agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual capacity as agent and employee of the School District, provided the incident arose while the Superintendent was acting within the scope of employment and excluding criminal litigations. In no case will individual Board Members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.
6. **Professional Growth:** Upon prior approval, the Superintendent may attend professional meetings at the local, state and national levels, the expenses of said attendance to be paid by the school district. A maximum of 1 work related national conference every two years.
7. **Reasonable Expenses:** The School District shall reimburse the Superintendent for all reasonable expenses resulting from the performance of the duties as Superintendent, in accordance with Board policies.
8. **Professional Dues:** 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 the MASA Region in which the School District is located, as well as other appropriate affiliations as approved.
9. **Compensation:** As compensation for all services rendered as Superintendent pursuant to this Agreement, the Board of Education shall pay, in 26 equal installments, to the Superintendent an annual salary of \$148,958 for the 2019-2020 contract year and the Board will also make a non-elective contribution pay of \$1,666.67 per month into a 403b or 457 annuity contract account. The Board will enter into an annuity contract for the benefit of the Superintendent with a provider of the Superintendent's choice. The Board of Education retains the right to adjust the salary during the continuation of this contract, but an adjustment shall not reduce the annual salary. Salary shall be prorated if needed for services actually rendered.

Merit Pay: Consistent with the requirements of applicable legislation, the Superintendent shall be eligible for a merit lump-sum payment based upon his performance of up to \$1,000.00 (One-Thousand Dollars), which shall be paid in June. The Superintendent shall receive the full amount of such payment if he is rated Highly Effective on his final year-end evaluation; one half of this amount if he is rated Effective on his final year end evaluation, and shall not receive any payment if he is rated Minimally Effective or Ineffective on his final year-end evaluation.

10. **Fringe Benefits:** During the term of this contract, the Superintendent shall receive the fringe benefits provided by the School District to full-time, professional administrative staff. The Superintendent shall pay the remaining costs for existing insurance benefits he elects in excess of the Board contributions. If he elects to receive cash in lieu of the health insurance benefits, and he verifies that he has

coverage through another source, such as a spouse's employer, and provides proof of alternate coverage, if requested, he shall receive a lump sum payment of \$833.34 per month. If dental and vision are selected, the deduction will be taken from his pay based on the current COBRA rates of the dental and vision coverage. If the Superintendent experiences a change of status as defined by the School District's COBRA policy, he may change his election pursuant to this paragraph. The district shall provide the Superintendent a term life insurance policy of \$278,000.

11. **Vacation & Sick Days:** One (1) sick day per month accumulative to 35 days in a primary bank and up to 70 days total including the reserve bank as per the employee handbook and present AAESA long term disability plan for administrators. With 90 days' notice of retirement, the following amount shall be paid on the last payroll for unused sick days. 41-50 days: \$2,000; 56-80 days: \$3,000; 81-100 days: \$4,000. Four (4) weeks of vacation to be taken at such times as are commensurate with the responsibilities of the position for which he is employed, plus holidays as defined in the District Employee Manual. Records as to vacation days taken shall be maintained in the Department of Personnel of the District. A maximum of ½ of the yearly allotted vacation days may be carried over into the next school fiscal year. No more than 1/2 the annual allotment of vacation days may be paid to the Superintendent upon leaving the district in the event of having unused vacation time at the per diem rate in effect at separation of employment. Two (2) personal business days per year.
12. **Transportation:** The Superintendent is responsible for all transportation costs.
13. **Termination Provisions:** The Superintendent shall be subject to discharge for good and just cause; to the extent required by law, "good and just cause" shall include reasons that are not arbitrary or capricious. No discharge shall be effective until written charges have been served upon them and he shall have an opportunity for a fair hearing before the Board after ten (10) days' notice in writing. Said hearing shall be public or private at the option of the Superintendent. At such hearing, he may have legal counsel at his own expense. The "good and just-cause" standard for termination of this Agreement during its term shall not apply to non-renewal of this Agreement at any interval at which the Board is required to take action to renew or not renew it, which decision is discretionary with the Board of Education, or upon final expiration of the term of the Agreement.

This contract shall also be terminated in the event of the Superintendent's death or if he is disabled or incapable of performing the essential functions of this position for a period in excess of 150 consecutive or nonconsecutive days, or if it appears that there is a reasonable likelihood that the Superintendent shall not be able to return from a leave of absence due to physical or mental incapacity or resume the essential functions of his duties after such a leave. In such event, the Board may terminate this Contract and its obligations hereunder shall cease. After taking any approved disability leave, the Superintendent shall provide the Board a certification that he is fit for duty from the Superintendent's health care provider. A second opinion may be required by the Board, at its expense, unless such a second opinion in this context is precluded by the Family and Medical Leave Act.

- 14. **Dispute Resolution:** In the event of a dispute between the parties relating to any provision of the Agreement, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this Agreement, the parties hereby agree to submit such to binding arbitration. Any party alleging a breach of this Contract must submit a demand for arbitration within 90 days of the alleged breach. Any arbitration shall be conducted under the American Arbitration Association's National Rules for the Resolution of Employment Disputes. The Superintendent and the District also agree that a judgment on the award of the arbitrator(s) may be entered in any court of competent jurisdiction. The Superintendent and the District acknowledge and agree this paragraph of this Agreement precludes either from filing covered claims in court and, therefore, waive any otherwise available right to trial by jury. The arbitrator's fees and the expense of the American Arbitration Association shall be shared equally by the parties. All parties are entitled to have representation of their own designation; however, each party shall be responsible for the costs of such respective representation.

- 15. **Waiver of Breach:** The Board and the District will not waive any breach of any provision of this Agreement except in writing. Such a waiver will not waive future breaches.

- 16. **Severability:** If any provision of this contract is ruled illegal or unenforceable by a court of competent jurisdiction, the remainder of the contract not affected by the ruling shall remain valid and in effect.

- 17. **Entire Agreement.** This document contains the entire agreement of the parties and supersedes prior oral or written promises or understandings. It may be modified only by a written document signed by these parties.

We, the parties to this Superintendent's Employment Contract, sign our names and execute this contract on the day and year written below.

For the Board of Education

By the Superintendent

President

Secretary

Date

Date