

## **Niles Community Schools Superintendent Employment Contract**

Pursuant to Section 1229(1) of the Revised School Code and in accordance with the action found in the May 22, 2024, meeting minutes of the **Board of Education** ("Board") of the **Niles Community Schools** ("District"), the Board appoints **Dr. Adam Burtsfield** ("Superintendent") as its Superintendent of Schools according to the terms and conditions of this Contract as specifically described below.

1. **Term.** The Superintendent's contract term shall begin on January 25, 2025, and end on June 30, 2027. Any extension of this Contract requires the Board's express approval. The Board, in its sole discretion, may extend the Contract for an additional year upon completion of Superintendent's annual performance evaluation. If an extension occurs, a written amendment executed by the Superintendent and the Board President and Board Secretary shall be executed no later than June 30 of the year in which the Superintendent's annual performance evaluation is completed.

2. **Certification/Qualifications.** The Superintendent represents that he possesses and will maintain the requisite certification, credentials, and qualifications for the position assigned. This Contract is terminable if it is determined by the Board, the Michigan Department of Education, or other proper authority that the Superintendent does not possess the requisite certification or qualifications to perform the responsibilities associated with his position.

This provision is intended to enable the District to comply with applicable state law pertaining to the certification and qualifications of the position of Superintendent and to avoid any jeopardy to the District's operation or funding, or subjecting the Board, its members, or the District to any related fines, penalties, or sanctions.

3. **Duties.** The Superintendent shall faithfully and diligently perform the duties of Superintendent of the Niles Community Schools as required by law and as prescribed by the Board through its policies, regulations, and directives, as well as those duties that may be further established, modified, or amended by the Board.

- A. The Superintendent acknowledges the Board's ultimate authority as to his duties and will comply with Board directives to implement the Board's policies and education programs.
- B. The Superintendent will comply with and fulfill all duties and tasks for which he is responsible as required by state and federal law, as well as by the Board.
- C. The Superintendent shall recommend, implement, or cause to be implemented, the Board's policies, rules, regulations, bylaws, and programs as needed.
- D. As the District's chief executive officer, the Superintendent will administer the District's instructional, personnel, and business affairs, subject to the Board's direction.
- E. The Superintendent will act as an advisor to the Board on matters pertaining to school administration and shall inform the Board about administrative action taken on its behalf.

- F. 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 compensation and other group benefits shall be those as stated in this Contract, or otherwise reflect terms that may be mutually agreed by the Superintendent and Board.

4. **Compensation.** The Superintendent shall receive compensation for the performance of duties under this Contract at an annual base rate of One Hundred and Forty Thousand Dollars (\$140,000) per Contract year. This amount is subject to any deduction required by law and will be remitted through the District's regular payroll. The Superintendent will receive no other remuneration for services rendered under this Contract, except as specifically described below:

- A. The Superintendent's annual salary shall be paid in twenty-six (26) substantially equal bi-weekly installments (unless otherwise agreed by the parties), beginning with the commencement of the Contract year (July 1 - June 30) and pro-rated as appropriate.
- B. The Superintendent's per diem rate is calculated by dividing by 260 the annual base salary only (excluding from this formula any additional pay or benefits).
- C. For the 2025-2026 school year, starting on July 1<sup>st</sup>, the Superintendent's salary will increase by the same factor as for District teachers and will continue to increase each Contract year after any ratified teacher-agreed pay increase.
- D. 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 unless otherwise mutually agreed by the parties.
- E. Payroll deductions may be made as required by law or as authorized by the Superintendent.
- F. The District will contribute to the Superintendent's tax-deferred annuity program (as directed by the Superintendent), an amount equal to six percent (6%) of the Superintendent's annual base compensation under paragraph 4. This contribution will be made in pro-rated monthly payments.
- G. Following the Superintendent's annual performance review, the Board may authorize an additional stipend up to five thousand dollars (\$5,000) to be paid to the Superintendent for meritorious performance based on the Board's assessment, in its full discretion, of the Superintendent's performance for previously established goals.
- H. If, during the term of this Contract, the Board determines that the District's financial circumstances permit modification to the Superintendent's contractual wage or benefits, the parties will negotiate those potential changes to mutual agreement.
- I. Any compensation adjustment 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 President and Board Secretary, shall become a part of this Contract.
- J. Upon the Superintendent's employment separation from the District during any

Contract year, his salary shall be adjusted to reflect payment, on a per diem basis without fringes, for the number of days on which services were rendered during the Contract year. Any amount due the Superintendent upon separation shall be remitted by the Board to him as soon as the amount can diligently be determined. Any wage or benefit amount received by the Superintendent exceeding days worked during the Contract year shall be deducted from the Superintendent's remaining wages. By executing this Contract, the Superintendent gives his written consent for such deduction.

- K. Any wage overpayment 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, the Superintendent agrees that judgment may be entered against her in any Michigan court of competent jurisdiction for such amount(s).

5. **Retirement Contribution.** Pursuant to the Michigan Public School Employees' Retirement Act, the Board will, on the Superintendent's behalf, contribute to the Michigan Public School Employees' Retirement System (MPERS), those amounts (exclusive of MIP contributions) as required by law.

- A. If the Michigan Office of Retirement Services (ORS) reimburses the District or Superintendent for contributions made from reportable compensation in this Contract or any previous employment contract between the District and Adam Burtsfield, the reimbursed amounts (employer or employee) will be paid to the Superintendent through a 403(b)/401(a) plan with no cash option.
- B. If, in any year, the contributions in Paragraph 4.F., when added to the contributions in Paragraph 4.A. exceed the IRC 415(c) limit, the contributions in Paragraph 4.F. will be made in subsequent years.

6. **Insurance Programs.** Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder, or third-party administrator, beginning January 25, 2025, the Board shall make premium payments on behalf of the Superintendent and his eligible dependents for the following listed group insurance plans (identical to those available to other District administrators), subject to possible modification as stated below:

- Medical health care benefit plan
- Dental insurance
- Vision insurance
- Long-term disability insurance

The Board has the right to allocate to the Superintendent the responsibility for a portion of the benefit plan costs for the insurance coverage specified above, as may be determined by the Board, in its discretion. The Board's contribution for the medical benefit plan shall not be less than the statutory amount determined by the Board to be necessary to comply with the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. Any adjustment will be applied at the beginning of the medical benefit plan coverage year which starts on January 1 of each calendar year. The Board will notify the Superintendent of the amount for which he is responsible over the Board-paid benefit plan cost contributions. The amount of benefit plan cost contributions designated by the Board as the Superintendent's responsibility shall be payroll-deducted from the Superintendent's wages.



Alternatively, the Superintendent may elect to take cash-in-lieu of medical insurance benefits in an amount equal to one hundred twenty five dollars (\$125) payable on a bi-weekly basis on the conditions that the Superintendent: (1) voluntarily and in writing opts out of the available medical health care benefit plan; and (2) provides documentation to the District's Business Office that the Superintendent has other medical health care coverage that meets the minimum value and coverage requirements of the Affordable Care Act.

7. **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 Paragraph 7, provided that comparable coverage (as determined by the Board) is maintained during the Contract term.

- A. The Board is not required to remit premiums for any insurance coverage for the Superintendent and his eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder, or third-party administrator.
- B. The terms of any contract or policy issued by any insurance company or third-party administrator shall control benefits, eligibility, coverage, termination of coverage, and other related matters.
- C. The Superintendent is responsible for ensuring that all forms and documents needed to receive the above-described insurance coverage are accurately completed and timely submitted.
- D. The Board, by remitting the premium payments required to provide the above insurance coverage(s), is relieved from all liability as to insurance benefits.

8. **Errors and Omission Insurance.** The Board will pay the premium amount for errors and omissions insurance coverage which includes the Superintendent while engaged in the performance of a governmental function and while acting within the scope of his authority. The policy limits for this coverage shall be at least One Million Dollars (\$1,000,000).

- A. The terms of the errors and omissions insurance policy shall control the Superintendent's defense and indemnity. The Board's sole obligation is limited to the payment of premium amounts for the above errors and omissions coverage.
- B. If insurance coverage cannot be purchased in the above amount or at a reasonable premium rate, the Board will promptly notify the Superintendent of that fact and the parties will promptly meet and confer to reach a mutually agreeable solution to address that situation. In that event, the Board agrees on a case-by-case basis to consider providing legal defense or indemnification to the Superintendent as authorized by MCL 691.1408 and MCL 380.11 a(3)(d).

9. **Reimbursed Expenses.** The District shall reimburse the Superintendent for all necessary and reasonable expenses incurred from the performance of his duties as Superintendent, including travel, meals, and lodging in accordance with the District's per diem expense and reimbursement procedures.

10. **Vehicle/Cell Phone Allowance.** The Superintendent will receive 700 hundred dollars (\$700) per month as a stipend to offset expenses which the Superintendent regularly incurs on behalf of the District, including the Superintendent's use of his personal vehicle and cell phone to conduct District business. The

District shall reimburse the Superintendent at the current IRS mileage rate for District-related travel outside of a 30-mile radius of the District's Business Office. The Superintendent shall keep contemporaneous records of this business mileage and shall submit a monthly mileage reimbursement form to the District's Business Office.

11. **Professional Dues.** The District shall pay the Superintendent's dues for membership in the American Association of School Administrators (AASA), the Michigan Association of School Administrators (MASA), and the MASA region in which the District is located. Upon appropriate notice to and approval of the Board President, the District will also pay the reasonable dues and fees necessary to support the Superintendent's membership in other national, state, and local educational and civic organizations as deemed appropriate by the parties for the Superintendent's role as the District's educational leader.

12. **Professional Development.** The Superintendent may attend appropriate professional meetings, conferences, or workshops at the local and state levels, as well as training related to professional development and certification. The District will pay the Superintendent's reasonable expenses related to that attendance including his registration fees, tuition, travel, lodging, and meal expenses in accordance with Board policy. The Superintendent may attend appropriate professional meetings at the national level, the expenses of which will be paid by the District only with prior Board President approval.

13. **Authorized Absence and Leave.** The Superintendent shall diligently perform his duties in a timely and professional manner. The Superintendent's absence from duty due to personal illness or personal business shall be promptly reported to the Board President. The Superintendent shall consult with the Board President before taking any planned vacation days.

14. **Holidays.** Consistent with the District's calendar, the Superintendent is entitled to the following holidays:

- December Holiday Break - Three (3) days
- New Years -Three (3) days
- Martin Luther King, Jr. Day- Service Hours or Work
- Friday before Spring Break - 3.5 hours
- Memorial Day - One (1) day
- Fourth of July - One (1) day
- Labor Day - Two (2) days
- Thanksgiving - Two and a half (2.5) days

15. **Sick Leave.** Upon commencement of employment with the District, the Superintendent may roll over any sick days accumulated with the District. Effective July 1 of each subsequent Contract year, an additional twelve (12) sick days will be allotted. Unused sick leave days shall accumulate up to ninety (90) days, which may be used consistent with Board Policy. Unused sick time may be cashed in at a rate of \$45 (forty-five dollars) per day upon Contract termination if the Superintendent separates employment while in good standing with the Board.

16. **Bereavement Leave.** The Superintendent may use a paid bereavement leave of absence of up to five (5) consecutive workdays for the death of a spouse, child, parent, stepparent, parent-in-law, and sibling, as well as for a stepchild or grandchild if the Superintendent is the legal guardian. Under extenuating circumstances, additional days may be granted at the Board's discretion.

A paid bereavement leave of absence of up to three (3) consecutive workdays may be granted for the death of a grandparent, sister/brother-in-law, son/daughter-in-law, and grandparent-in-law, as well as for a stepchild or grandchild if the Superintendent is not the legal guardian.

17. **Vacation.** The Superintendent's employment is based on fifty-two (52) weeks of work per Contract year (July 1 - June 30), as scheduled by the Board. The Superintendent shall receive paid vacation time of twenty (20) workdays per Contract Year, in addition to the District-recognized holidays identified in this Contract.

- A. The Superintendent shall schedule vacation day use in a manner to minimize interference with the District's business and orderly operation. All vacation scheduling is subject to the Board President's approval.
- B. While vacation days are intended to be used within the Contract year for which they are made available, the Superintendent will be paid for up to five (5) unused vacation days through June 30 of each Contract year. Payout will be based on a rate of three hundred dollars (\$300) per unused vacation day and will be made by the second payroll in July. Beyond this annual 5-day cap, unused vacation days do not accumulate and are not subject to payout upon Contract termination.

18. **Disability Leave.** In the event of the Superintendent's mental or physical inability to perform the duties of his assignment, he shall be granted an initial paid leave of ninety (90) workdays for the purpose of recovery. The Superintendent shall first exhaust any accumulated sick leave before triggering this paid disability leave. As a condition of receiving this paid disability leave, the Superintendent shall furnish medical certification to the Board (or its designee) as to the leave's necessity.

- A. If the Board (or designee) has reason to doubt the validity of the medical certification supplied by the Superintendent, it may require a second opinion, at Board expense.
- B. The Superintendent may request a ninety (90) workday unpaid leave extension due to his physical or mental inability to return to work at the expiration of the initial leave interval, as described above, if there is a verified prognosis that the Superintendent will be able to resume his duties at the end of the extended leave. Medical certification must be supplied by the Superintendent as a condition for any leave extension. Any leave extension for this purpose is at the Board's discretion.
- C. If the Superintendent is unable to or does not resume work at the conclusion of a disability leave (or any leave extension), his employment and this Contract may be terminated at the Board's option. However, no such termination shall occur when post-leave restoration is required by the Family and Medical Leave Act.
- D. Before any resumption of duty after an unpaid leave for a serious health condition, the Superintendent shall provide to the Board a fitness for duty certification from the Superintendent's health care provider. A second opinion may be required by the Board, at its expense, unless the securing of the second opinion is precluded by the Family and Medical Leave Act.

19. **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 that assignment, with or without reasonable job accommodation(s).

- A. 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 the assignment, with or without reasonable job accommodation(s).
- B. Any medical or psychological examination or disclosure of such information required of the Superintendent by the Board must be job-related and consistent with business necessity.
- C. Any medical or psychological examination shall be at Board expense and shall be conducted by appropriate medical personnel of the Board's choice.
- D. Information obtained from any medical or psychological examination or inquiry is confidential. The Superintendent may receive the results of Board-ordered tests and examinations upon written request.

20. **No Tenure in Position.** In accordance with applicable law, the Superintendent is not granted continuing tenure in the position of Superintendent or in any other administrative capacity by virtue of this Contract or any employment assignment within the District other than as a classroom teacher.

21. **Performance Evaluation.** The Superintendent's performance shall be evaluated by the Board in compliance with Revised School Code Section 1249b or its successor provision. See MCL 380.1249b.

- A. The annual evaluation process will be completed no later than June 20 of each year.
- B. Within fifteen (15) calendar days after Board action on the Superintendent's evaluation rating, the Superintendent may appeal a rating of needing support. The written appeal must be delivered to the Board President and must identify the specific reason(s) for the appeal as well as the remedy sought. No later than fifteen (15) calendar days after the Board President's receipt of the appeal, a meeting shall be scheduled for the Board to review the Superintendent's appeal. As permitted by the Open Meetings Act, the appeal review may be conducted in closed session at the Superintendent's request. The Board's decision is final and is not subject to arbitration.

22. **Nonrenewal.** The Board's decision not to continue or renew the Superintendent's employment for any subsequent period in any capacity (other than as a classroom teacher as may be required by the Michigan Teachers' Tenure Act) is not a breach of this Contract or a discharge or demotion under the Michigan Teachers' Tenure Act.

23. **Suspension and Termination.** The Board is entitled to suspend or terminate the Superintendent's employment at any time during the term of this Contract for a material breach of this Contract or for any reason that is not arbitrary or capricious.

- A. The foregoing standard for Contract termination during its term does not apply to

Contract nonrenewal at the expiration of its term, which decision is discretionary with the Board and is governed by Revised School Code Section 1229, MCL 380.1229.

- B. If the Board undertakes to suspend or terminate the Superintendent during the Contract term, the Superintendent is entitled to a hearing before the Board, which shall be scheduled no sooner than ten (10) calendar days after providing the Superintendent with written notice of the charges. This timeline may be waived if mutually agreed by the parties.
- C. The Superintendent may be represented by legal counsel at this hearing, but at his expense.
- D. If the Board terminates the Superintendent's employment during the Contract term, this Contract shall automatically terminate, and the Board will have no further contractual obligation to the Superintendent. If the contract is terminated prematurely, the Superintendent shall be paid their remaining compensation for the remaining days, of the current school year, for a maximum of one year, at their per diem rate, unless the termination was for a material breach of this contract or just cause.

24. ***Contract Termination by Superintendent.*** This Contract may be terminated by the Superintendent upon written notice to the Board at least one hundred twenty (120) calendar days before the termination date specified in the Superintendent's written notice. The Board, in its sole discretion, may waive part or all of this one hundred twenty (120) day notice requirement.

25. ***Arbitration.*** If an unreconciled dispute relating to the Superintendent's termination arises during the term of this Contract, the parties agree to submit the 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 (AAA), except as expressly stated below. This arbitration shall also comply with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.

- A. The parties intend that this dispute resolution process includes 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. Accordingly, the Superintendent waives the right to adjudicate those claims in a judicial forum and instead opts to arbitrate those claims.
- B. This agreement to arbitrate means that the Superintendent waives his right to adjudicate discrimination claims in a judicial forum and instead opts to arbitrate those claims. In any 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. The Superintendent, however, through this arbitration agreement, does not waive any statutory rights or remedies in the context of the arbitration proceedings.
- D. Notwithstanding the fact that the AAA National Rules for the Resolution of Employment Disputes may have a different arrangement for payment of the arbitrator's fee and the AAA costs, the parties expressly state their intent that the



arbitrator's fees and AAA costs 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 within one hundred eighty (180) days of the effective date of the Superintendent's termination during the term of this Contract.

- E. The arbitrator's Decision and Award shall be final and binding on the parties. Judgment thereon may be entered in the Berrien County Circuit.

26. **Limitations Period.** The Superintendent agrees that any claim or suit arising from his employment with the Board must be filed no later 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 from an employment action may be longer than six (6) months, but agrees to be bound by the six (6) month limitation period \ in this Contract and expressly waives any statute of limitations to the contrary. If a court of competent jurisdiction determines that this provision allows an unreasonably short time period 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.

27. **Entire Agreement.** This Contract contains the entire agreement and understanding between the Board and the Superintendent about his employment with the District. 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 is 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 Board President and Secretary.
- 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.

28. **Severability.** 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).

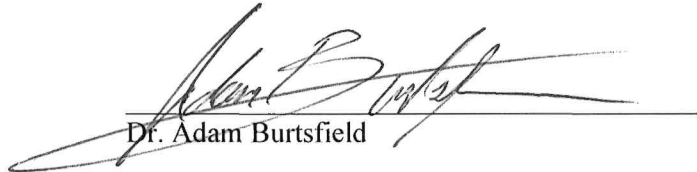
29. **Applicable Law.** This Contract shall be governed by and interpreted in accordance with the laws of the State of Michigan.

30. **Authorization.** This Contract is executed on behalf of the District pursuant to the authority contained in the Board resolution adopted on May 22, 2024, the same being incorporated herein by reference.

IN WITNESS WHEREOF, the parties have executed this Contract on the date(s) noted below.

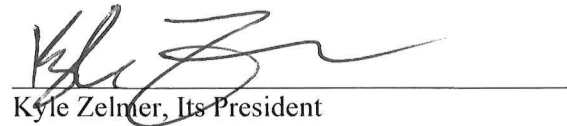
**Superintendent**

8/19, 2024

  
Dr. Adam Burtsfield

**Board of Education of the Niles  
Community Schools**

8/19, 2024

  
Kyle Zelmer, Its President

8/19, 2024

X   
Kathy Moore, Its Secretary