

DEWITT PUBLIC SCHOOLS

SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

Effective Date: July 1, 2019

This Contract of Employment, made on the above date, between the DeWitt Public Schools Board of Education (the "Board"), the County of Clinton, and the State of Michigan hereinafter termed the Board, and **Dr. John Deiter** (the "Superintendent").

WITNESSETH:

Terms of Employment: The Board agrees to employ the Superintendent in an administrative capacity as Superintendent of Schools for a term commencing on July 1, 2019 and ending on June 30, 2022 (the "Term"). The Superintendent agrees to serve DeWitt Public Schools (the "District") for the Term and to fully perform the duties of his position subject to the policies and procedures of the Board, and other regulations, duties and requirements, imposed by applicable statutes of the State of Michigan.

Compensation: Effective July 1, 2019, the Board agrees to pay the Superintendent an annual base salary of not less than \$150,000 for each fiscal year beginning July 1, 2019. Beginning July 1, 2020, the Superintendent's base salary will be increased each year of the Superintendent's contractual Term by 1.5% of his previously-established base salary. One-twenty-sixth (1/26th) of the annual salary will be paid bi-weekly; and payments are subject to tax withholding and social security deductions.

The Board hereby retains the right to increase the Superintendent's annual salary during the Term. Consistent with the Revised School Code Sections 1249 and 1250 of the Revised School Code, the Superintendent's job performance and job accomplishments will be significant factors in determining any adjustment to the Superintendent's compensation. Any additional increases in salary that are not expressly provided by 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. The Superintendent shall further be eligible for merit compensation as an additional prospective salary in an amount up to to 1% of his base salary in recognition of his annual performance evaluation and additional positive efforts for the District. In addition, he shall receive an amount equal to 1% of his base salary for longevity pay each year. The merit payment shall be included in the first payroll of December or as soon thereafter as possible. The longevity payment shall be added to Superintendent's base salary each year and paid bi-weekly as part of his annual compensation.

During fiscal year 2018, the Board agrees to contribute an initial sum of Three Thousand Dollars (\$3,000) toward the purchase price of a tax-sheltered annuity with a five (5) year vesting period. Due to the five (5) year vesting period for each annuity contribution, the actual contribution for each fiscal year shall be as set forth in attached Schedule A. During the Term, and subject to the continued extensions of the Superintendent's Contract of Employment beyond the expiration of the Term (through fiscal year 2022), annual Board contributions to this annuity shall escalate by an incremental amount of One Thousand Dollars (\$1,000) until fiscal year 2022. Board contributions to this annuity will therefore total Twenty Five Thousand Dollars (\$25,000). Consistent with the agreement that the contribution to the tax-sheltered annuity will be subject to a five (5) year vesting period, each contribution toward the purchase price of a tax-sheltered annuity shall vest in accordance with the attached Schedule A.

In addition, during the fiscal year commencing July 1, 2019 and annually thereafter until the fiscal year ending on June 30, 2022, the Board agrees to contribute an additional \$10,000 toward the purchase of a

tax-sheltered annuity.

Qualifications. The Superintendent represents that he possesses and shall maintain all certificates, credentials, and qualifications required by law, including Michigan Department of Education Regulations, and those required by the Board to serve in the position assigned. 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. If at any time the Superintendent fails to maintain all certificates, credentials, continuing education requirements, this Contract shall automatically terminate and the Board shall have no further Contractual obligations.

Duties: The Superintendent agrees to faithfully perform his duties and obligations as the District's Superintendent, including, but not limited to, those duties required by the Revised School Code and the Board. He will act as an advisor to the Board on matters pertaining to the school administration or the 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 as may be adopted. He will faithfully and diligently fulfill all the duties and obligations incumbent upon him as the executive head of the District.

Expenses. The Superintendent shall be eligible to be reimbursed for meals, lodging, and such other reasonable and necessary travel expenses incurred while on official school business in accordance with the per-diem expense and reimbursement procedures established by the Board. Mileage reimbursement will be based on the then-current IRS rate for using a personally-owned vehicle for official school business. The fees or dues for one primary State and National Association membership in an appropriate education-related professional organization shall be paid by the Board. In addition, the Superintendent will be allocated a discretionary account in the amount of \$3500 annually to be used for his professional development and related expenses including, but not limited to conferences, seminars, professional publications, and related equipment. The Superintendent will advise and request prior approval from the Board President for use of these funds and, at any time he will be out-of-the district for more than one day for a professional development activity.

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's, provided that comparable coverage is maintained during the Term.

- A. The terms of any Contract or policy issued by any insurance company or third-party administrator shall be controlling for all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters.
- B. The Superintendent is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage.

Errors and Omissions Insurance. The Board agrees to pay the premium amount for 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 are as defined in District's current policy. The terms of the errors and omissions insurance policy shall control the Superintendent's defense and indemnity. The Board's sole obligation shall be limited to the payment of premium amounts for the above errors and omissions coverage.

Life Insurance: The Board will pay for a life insurance policy on the Superintendent's behalf that has a death benefit value of two and one-half (2.5) times the Superintendent's current annual salary. In addition, upon the Superintendent's death, health care benefits for surviving family members will continue for three (3) months.

Health Care Benefit: The Superintendent will receive at least the same health care benefits as provided by the Board for other administrative professionals. The Superintendent may choose cash in lieu of health care at the rate provided by the Board for other administrative professionals.

Vacation Leave: The Superintendent will receive twenty-five (25) vacation days per fiscal year with the ability to carry a maximum of 10 unused days to the next fiscal year. Unused vacation leave will not otherwise be compensated or allowed to accumulate.

Authorized Leave and Paid Holidays: The Superintendent shall receive the same annual sick leave benefit and paid holiday benefit as provided by the board for other administrative professionals at the time of the signing of this Contract.

Medical Examination. Upon Board request the Superintendent agrees to a medical examination at District expense to determine if he is capable of performing essential job functions required by his assignment, with or without reasonable job accommodation(s). Any physical or mental examination or disclosure of such information that the Board requires of Superintendent shall be job-related and consistent with business necessity. Any information obtained from medical or psychological examinations or inquiries shall be confidential.

Evaluation: In accordance with sections 1249 and 1250 of the Revised School Code, the Board shall evaluate the Superintendent's performance annually, in November, using multiple rating categories that take into account data on student growth. If the overall rating is lower than "effective," an Improvement Plan shall be put in place. The Superintendent shall remind the Board of Education of this responsibility in a timely manner. The Board and the Superintendent acknowledge and agree that the Superintendent's job performance, student growth and accomplishments were a significant factor in determining the Superintendent's compensation and will be a significant factor in determining any additional compensation. The Board's assessment of the Superintendent's job performance shall incorporate a rigorous, transparent, and fair evaluation system that the Superintendent's performance at least in part based upon data on student growth as measured by assessments and other objective criteria. The superintendent may request a facilitated evaluation in a closed Board session.

Extension: Not later than the last day of June each year, the Board will consider extending the Contract for an additional one-year period. If the Board is satisfied with the Superintendent's performance as reflected in his annual review, the Contract may be extended by one additional year. However, the Board, in its sole discretion and with or without cause, may decline to extend this Contract for an additional year. If the Board does not formally extend this Contract, the Contract will expire at the end of the Term.

Tenure: The Superintendent agrees that he shall not be deemed to be granted continuing tenure in the position initially assigned or to which he 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 District. Nor shall the decision of the Board 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, be deemed a breach of this Agreement or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

Termination: The Board may discharge the Superintendent for good and just cause, but the Board shall not arbitrarily and capriciously dismiss the Superintendent. If the Board terminates the Superintendent's employment during the Term, this Contract shall automatically terminate and the Board shall have no further obligation under this Contract.

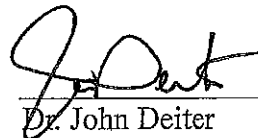
The foregoing standards for termination during the Term shall not apply to non-renewal of this Contract at the expiration of the Term, which decision is discretionary with the Board.

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. This Agreement supersedes any contrary provision in any other agreement.

Superintendent's Contract



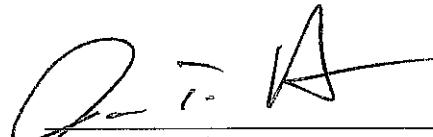
Clifford Flood
President, Board of Education
DeWitt Public Schools



Dr. John Deiter
Superintendent of Schools



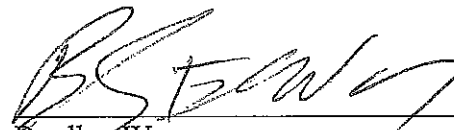
Craig Kahler
Vice President, Board of Education



Jason Hanselman
Treasurer, Board of Education



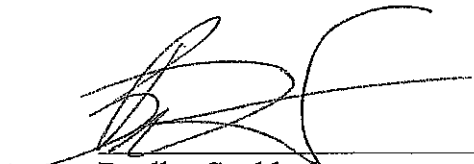
John Tramontana
Secretary, Board of Education



Bradley Wever
Trustee, Board of Education



Lisa Truscott
Trustee, Board of Education



Bradley Stoddard
Trustee, Board of Education