

Superintendent's Contract

Wakefield-Marenisco School District

This CONTRACT is made and entered into as of the 24th day of June, 2024 between the BOARD OF EDUCATION of the Wakefield-Marenisco School District, hereinafter referred to as the "DISTRICT" and JASON GUSTAFSON, as Superintendent, hereinafter referred to as "ADMINISTRATOR".

In consideration of the provisions of this agreement, the District and the Administrator agree as follows:

1. Term: This contract shall take effect on the 1st day of July 2024 and continue in force thereafter through the 30th day of June, 2027, subject to extension and termination as provided in paragraphs 4 and 5.
2. Duties: The Administrator represents the he meets all Michigan requirements and holds all certificates necessary for employment by the Board of Education as Superintendent of Schools. The Administrator agrees to perform the duties of Superintendent and School Administrator in a competent and professional manner in compliance with the laws applicable to the school district and the policies and regulations adopted by the Board of Education.
3. Evaluation: Annually and no later than December of each year, the performance of the Administrator will be evaluated and reviewed by the Board using the same tool as is used for teacher evaluations. If the administrator earns an effective rating, the administrator's contract will automatically renew for the next year.
4. Appeal Process
 1. Superintendent shall be evaluated in accordance with the Revised School Code, Act 451 of 1976, as amended. The Superintendent may appeal the evaluation process and rating received to the Board of Education. The appeal must be submitted in writing to the Board President within 30 calendar days after the Superintendent is informed of the rating. Within 15 days after the appeal is submitted, the Board of Education shall provide the Superintendent with written notice that a hearing shall be scheduled, in closed or open session at the election of the Superintendent, to consider the appeal and for the Superintendent to present witnesses, information and evidence. The hearing

shall be scheduled for a date mutually acceptable to the Board and Superintendent within 45 days after the appeal is submitted, unless extended by mutual agreement. The Superintendent may be represented by counsel at the hearing at their own expense. If the hearing does not resolve the matter, the Superintendent may request binding arbitration by filing a demand for arbitration with the American Arbitration Association within 30 calendar days after the hearing, or within 45 days after the appeal if no hearing is held. The arbitration is subject to the Michigan Uniform Arbitration Act, MCL 691.1681, et seq., as amended. The arbitrator shall be selected through the procedures of the American Arbitration Association, Employment Arbitration Rules. The arbitrator shall have authority to issue any appropriate remedy, and the decision of the arbitrator shall be enforceable by any court of competent jurisdiction.

5. Buyout

If the contract is terminated prematurely, the Superintendent shall be paid their entire total compensation for the remaining days/years of the contract, up to a maximum of 3 years, unless the termination was for just cause.

6. Termination: The Administrator may be discharged and this contract terminated at any time for good and just cause.

7. Compensation:

- A. The Administrator will be paid the base salary \$99,500 (Ninety Nine Thousand Five Hundred Dollars) effective July 1st, 2024 for a 260 day work year. The Administrator will receive the a minimum of the same increases as negotiated by WMEA for the remaining years of the contract, with the Administrator receiving a minimum salary increase of 2% effective July 1st, 2025, and a minimum salary increase of 1% effective July 1st, 2026.
- B. The Administrator will receive \$5,000 (Five Thousand Dollar) annually for his duties as the food service director. This pay will be added into his annual compensation.
- C. The Administrator will receive \$5,000 (Five Thousand Dollar) annually for his duties as the transportation director. This pay will be added into his annual compensation.
- D. The Administrator will receive a Board paid annuity of 2% of his total salary.

8. Fringe Benefits: During the term of this contract, the Administrator shall receive the same health, dental, and vision insurance as negotiated in the Wakefield-Marenisco Education Association master contract and as provided by Public Act 152 of 2011.

9. Sick Leave: The Administrator is entitled to twenty (20) days for each year of the contract to be accumulated up to 180 days. The Administrator shall be reimbursed for

unused, accumulated sick days at the rate of \$75 per day upon retirement or termination of this contract.

10. Vacation/Personal Days: The Administrator shall receive 35 personal days for each year of the contract. All days may carry forward. Unused Vacation/Personal days will be paid out at the Administrator's per diem rate upon retirement or termination of this contract.
11. Summer Schedule: The Administrator may work four day work weeks (Monday through Thursday) consisting of 8 hour work days when school is on recess for the summer.
12. Funeral Leave: The Administrator shall be entitled to receive up to five (5) days leave with pay due to the death of a member of his immediate family, as defined by the WMEA master contract. The Administrator shall be granted one (1) day of funeral leave with pay when a death occurs to a relative outside the employee's immediate family.
13. Holidays: the Administrator shall receive the following holidays as paid days off: New Year's Eve, New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Good Friday, Easter Monday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Friday immediately after Thanksgiving, Christmas Eve, and Christmas Day. If a holiday falls on a Saturday or Sunday, the vacation day will be taken on the immediately preceding Friday or the following Monday.
14. Sports Pass: The Administrator shall receive an annual family sports pass each year of the contract.
15. Special Provision: The District shall pay all local and state professional dues for the Administrator. These include Michigan Association of School Administrators, Region 1 Superintendent Association, and Wakefield-Bessemer Rotary Club.
16. Opt out Clause: It is agreed that the Board/Board President will meet with the administrator before May 1st of each year of this contract to discuss the position of "District Administrator". At this time, if either party decides that a change in the current administrative alignment is deemed necessary, the Board/Board President and Administrator will agree on the best course of action.
17. In light of the unique nature of the professional duties of the Administrator, the District shall provide to the Administrator, at no expense to him, legal counsel and representation in any legal action brought against him as Administrator and either hold

him harmless or insure him adequately against all liability that results from his performance in the course and scope of his employment as administrator.

In witness whereof, the parties have duly executed this Superintendent's Contract of Employment as of the day and year written in the opening paragraph.

Micki Sorensen, President, W-M Board of Education

Date

Jason Gustafson, Administrator, W-M

Date