

**UBLY COMMUNITY SCHOOL DISTRICT
SUPERINTENDENT CONTRACT**

THIS CONTRACT is entered into on July 26, 2016, between the Board of Education of the Uby Community School District, referred to as the "Board" and Joe Candela referred to as "Superintendent" or "Administrator" in this contract.

1. **TERM.** This contract shall take effect on August 1, 2016 and continue in force through June 30, 2023 subject to extension and early termination as provided in paragraphs 3, 4, and 12, respectively.

2. **DUTIES.** The Administrator represents that he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the provisions of Sections 1246 and 1536 of the Revised School Code, the regulations of the Michigan Department of Education, and those required by the Board of Education to serve in the position assigned. The Administrator agrees, as a condition of his continued employment, to meet all certification and continuing education requirements for the position assigned, as are and may be required by law or by the Michigan Board of Education. If at any time the Administrator fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

The Administrator agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. The Administrator agrees to faithfully perform those duties assigned by the Board of Education and to comply with the directives of the Board of Education with respect thereto. The Administrator further agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations, and by the Board of Education, to carry out the educational programs and policies of the School District during the entire term of this Contract. The Administrator agrees to devote substantially all of his business time, attention and services to the diligent, faithful and competent discharge of his duties on behalf of the School District to enhance the operation of the School District and agrees to use his best efforts to maintain and improve the quality of the programs and services of the School District.

3. **EVALUATION.** The Board will evaluate the Superintendent's performance at least annually and in writing, on or before June 30, using an evaluation instrument with multiple rating categories, that takes into account data on student growth as a significant factor and established performance goals, and that is mutually agreeable, provided that the Board will establish the evaluation instrument and criteria in the absence of agreement. The Board will grant a request by the Superintendent to meet to discuss his written evaluation in closed session. In the event the Superintendent receives an effective or highly effective rating in his annual evaluation, his contract will be extended for an additional one (1) year period as provided in paragraph 4, unless the Board of Education provides written notice otherwise.

4. **EXTENSION.** This contract may be extended either by option of the Board of Education or by operation of law, as follows:

A. **Board Option.** The Board of Education, no later than June 30 of each year during the term of this contract, may extend the contract for an additional one-year period. In exercising this option, the Board of Education also shall establish the annual salary to be paid to the Administrator for the school year included in the extension. All other terms and conditions of this contract shall remain unchanged. The Board of Education in its sole discretion and with or without cause may decline to extend this contract for an additional year.

B. **Operation of Law.** Unless the Board of Education gives written notice of non-renewal of this contract to the Administrator at least 90 days before the contract's termination date, this contract will, without further action, be automatically renewed for an additional one-year period as provided by Public Act 183 of 1979, now being MCL 380.1229. The Superintendent shall advise the Board of Education of this obligation in January if the contract terminates at the end of that school year and the Board shall conduct the evaluation of the superintendent prior to March 30 of that year.

5. **TENURE EXCLUSION.** This contract does not confer tenure upon the Administrator in the position of Superintendent or any other administrative position in the district.

6. **COMPENSATION.** The Board of Education shall pay to the Administrator an annual salary of One Hundred Sixteen Thousand, Five Hundred Forty-Seven Dollars (\$116,547.00) for each year of the contract. The salary shall be paid in equal installments and increased by 1% for 2020-2021 and an additional 1% for 2021-2022. 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 below this amount. The work year is fifty-two (52) weeks, July 1 to June 30.

MERIT COMPENSATION. Consistent with the requirements of applicable legislation, the Superintendent shall be eligible for an annual merit pay bonus based upon his performance of up to \$500 which shall be paid following the year-end evaluation. The Superintendent shall receive the full amount of such bonus 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 bonus if he is rated Minimally Effective or Ineffective on his final year-end evaluation.

MERIT COMPENSATION – GOALS Up to Two (2%) percent of his salary as a merit bonus based upon the achievement of a maximum of five (5) goals jointly agreed upon between the Superintendent and Board of Education. Also, the superintendent will continue to work on accomplishing the strategic plan goals as approved by the Board of Education. The goals between the Superintendent and Board of Education will be agreed to by October 1st of each year with the merit bonus to be paid at the conclusion of each contract year.

7. **INSURANCE BENEFITS.** During the term of this contract, the Administrator shall receive the current Medical, Dental, Vision, Prescription Drug and LTD insurance plans in place that are offered to full-time, professional administrative staff along with the opportunity to participate in Flexible Spending Accounts if offered by the District. The board retains the right to change carriers and levels of insurance benefits on the same basis as changed for other administrative staff. The administrator's contribution shall be subject to payroll deduction.

8. **OTHER BENEFITS.** Other benefits afforded to the Superintendent shall be as follows:

a. **Stipend.** The Board agrees to pay the Administrator an annual stipend of Nine Thousand Six Hundred Dollars (\$9,600) for each year of the contract for additional duties as required for this position, prorated for 2016-17. The stipend shall be paid in equal installments.

b. **Mileage Reimbursement.** The Superintendent shall be reimbursed at the IRS rate for miles driven outside the District required in the performance of his official duties during his employment under this Contract to a maximum of \$150 per month.

c. **Cell Phone Reimbursement.** The Board shall pay \$25 per month for the superintendent to maintain a cell phone.

d. **Sick Days.** If the Superintendent is absent from duty on account of personal illness or disability, he shall be allowed full pay for a total of fifteen (15) days per contract year. Unused paid leave hereunder shall be cumulative to a maximum of 100 days. Unused sick day payout will be equal to the Teacher Agreement Article VIII A5. Three sick days per year may be used for personal business. Personal business is defined in Teacher Agreement Article IX A.

e. **Life Insurance.** The Superintendent shall receive a \$200,000 life insurance policy.

f. **Vacation and Holidays.** The Superintendent shall be provided with twenty-five (25) vacation days on an annual basis (July 1-June 30). Vacation days shall be used by August 31 of the following fiscal year granted. Vacation days shall be granted at the beginning of the fiscal year, but accrue at the rate of 1/12th of the allotment of vacation days per month. In the event that the Superintendent resigns or the contract is otherwise terminated prior to the end of the fiscal year, vacation shall be prorated. The Superintendent shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the school district and shall notify the Board President. The Superintendent is also entitled to ten (10) holidays for which no service to the School District is required.

h. **Bereavement Days.** The Superintendent shall be entitled to bereavement days as defined in the Teacher Agreement Article VIII C

i. **Liability Coverage.** The Superintendent shall be covered under the District's Comprehensive General Liability Policy.

j. **Payment of Professional Dues.** The District will pay annual membership dues for professional associations such as MASA, and others as approved by the Board.

9. **PROFESSIONAL DEVELOPMENT.** The Board expects the Superintendent to continue his professional development and expects him to attend appropriate professional meetings at the local and state level and the expenses of said attendance to be incurred by the School District. The Superintendent shall request prior Board approval for any national event attendance and travel.

10. **PHYSICAL EXAMINATION.** As a condition precedent to the duties and obligations under this contract, the Superintendent agrees to have a comprehensive medical examination and to provide the Board of Education with a doctor's verification indicating the physical competency of the individual to perform the duties of the position. Thereafter, the Superintendent agrees to have a comprehensive medical examination at any point wherein there is a legitimate basis to question his fitness for duty. The Superintendent agrees to supply the Board of Education with a doctor's verification of such, as previously specified. It is agreed that the doctor's verification shall be treated as confidential information by the Board of Education.

11. **DISABILITY.** Should the Superintendent be unable to perform any or all of the duties outlined herein by reason of illness, accident, or other causes beyond the individual's control for period in excess of their accumulated sick leave and unused vacation time, the Board of Education may in its discretion make a proportionate deduction from the salary hereinbefore stipulated. If such a disability continues for more than one year or if said disability is considered permanent, irreparable, or of such a nature as to make performance of their duties impossible, the Board of Education may, at its option, terminate this agreement whereupon the respective duties, rights, and obligation hereunder shall terminate. Death of the superintendent terminates this contract.

12. **TERMINATION.** The Board shall be entitled to terminate the Superintendent's contract at any time during the term of this contract for any reason which is not arbitrary and capricious including but not limited to moral turpitude, incompetency, inefficiency, or insubordination. The Superintendent will be entitled to written notice of charges and an opportunity for a hearing before the Board if the Board undertakes dismissal of the Superintendent. In the event of termination of employment during the term of this Agreement, this contract shall automatically terminate and the Board shall have no further obligation hereunder.

13. **RESIGNATION.** The Superintendent agrees to give sixty (60) days written notice to the Board of his intention to terminate this agreement.

14. **ARBITRATION.** The parties agree that any dispute or controversy involving the provisions, obligations or rights of this Agreement shall be submitted to binding arbitration.

Such arbitration shall be conducted according to the rules of the American Arbitration Association. The arbitrator's fee and the cost of the American Arbitration Association shall be shared equally between the parties. All parties may have representation but shall be responsible for the cost of same. Arbitration shall be filed within 180 days of the alleged breach of contract. The Superintendent and Board waive any longer limitations period. The Superintendent and the Board 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 Board 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.

15. ENTIRE CONTRACT. This Contract constitutes the sole and entire existing agreement between the parties. It supersedes and cancels all prior contracts, all prior practices, whether oral or written, and expresses all obligations and restrictions imposed upon the Board and the School District. Provided, that this contract is voidable pursuant to the provision of the Revised School Code pertaining to criminal history background checks and unprofessional conduct checks. In order to be valid and binding, all changes and modifications to the Agreement shall be in writing, approved by the Board of Education and signed by the Administrator and the Board of Education.

16. GOVERNING LAW. This Agreement is governed by the laws of the state of Michigan.

IN WITNESS WHEREOF the parties hereto set their hand on July 26, 2016.

FOR THE BOARD OF EDUCATION: BY THE SUPERINTENDENT:

President

Superintendent

Secretary

Date