

Superintendent Contract
St. Ignace Area Schools and Donald Gustafson
2018-2020

This agreement is made by and between the Board of Education of the School District of St. Ignace Area Schools (hereinafter referred to as "The Board") and Donald Gustafson (hereinafter referred to as the "Administrator"). The Board hereby agrees to employ the Administrator in the position of Superintendent for a period of two (2) years, 260 days per year, commencing on July 1, 2018 and ending on June 30, 2020. The Administrator and Board agree to this position for such terms and conditions of employment as follows:

1. The Board agrees to pay the Administrator an annual base salary of \$98,280 for the period July 1, 2018 to June 30, 2019. The Board agrees to pay the Administrator an annual base salary of \$99,459 for the period July 1, 2019 to June 30, 2020. Said salary shall be reviewed annually and is subject to upward revision by agreement of both parties.
2. The Board shall review this contract on or before November 30, 2018 and take official action determining whether or not another contract of similar duration shall be extended to the Administrator. The Board agrees that it will extend to the Administrator another contract unless it determines that there is just and reasonable cause for non-renewal. The Board agrees that it will take action in writing on any non-renewal for just cause issue prior to November 30, 2018.
3. The Administrator has shown that he possesses sufficient credentials as required by the State of Michigan to qualify for the position of Superintendent and this contract requires that sufficient credentials be maintained for the duration of this contract by the Administrator.
4. The Administrator may terminate this contract by delivering to the Secretary of the Board a written notice of his election to terminate at least sixty (60) days prior to any anniversary date of this contract.
5. The Board of Education shall evaluate the Administrator in writing during November of each year. The evaluation shall be conducted during a special Board meeting called for this purpose. The evaluation shall be presented to and discussed with the Superintendent by the Board and the Board shall take official action as to the status of the evaluation and it shall become record of the District.
6. Unless agreed to by this contract, all laws governing the employment of Superintendent established by the State of Michigan shall apply to the employment of the Administrator.
7. The Administrator shall not be deemed to be granted continuing tenure in such capacity as Superintendent but shall be deemed to have been granted continuing tenure as an active classroom teacher in accordance with the provisions of the Michigan Teacher Tenure Act.

8. The Administrator shall be subject to discharge for good and just cause, but the Board shall not arbitrarily and capriciously dismiss him. No discharge shall be effective until written charges have been served upon him and he shall have an opportunity for a fair hearing before the Board after thirty (30) days notice in writing. Said hearing shall be public or private at the option of the Administrator. At such hearing, he may have legal counsel at his own expense.
9. The District agrees to maintain general and errors and omissions liability insurance for the Administrator to cover legal expenses in defense of claims and payment of judgments resulting from his functioning as Superintendent.
10. The District shall pay the reasonable dues of the Administrator for memberships in professional associations.
11. The Administrator will be reimbursed for mileage and expenses incurred for out-of-town travel related to school business at the rate set by the district for all employees.
12. The Board shall provide the Administrator and his eligible dependents the following insurances/payments as comparable to that which is offered to the instructional staff:
 - a. Health insurance or a \$350 monthly payment to a Tax Sheltered Annuity
 - b. \$50,000 term life insurance
 - c. Dental insurance
 - d. Vision insurance
 - e. Long Term Disability insurance

The Board reserves the right to change the identity of the insurance carrier, policyholder, or third party administrator for any of the above coverages provided that comparable coverage is maintained during the term of this contract. The terms of any contracts or policies issued by any insurance company or third party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. The Administrator is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The school district, by payment of the premium required to provide the above-described insurance coverage, shall be relieved from all liability with respect to insurance benefits.

13. Additional benefits:
 - a. Annual sick leave shall be 12 days and annual personal leave shall be 5 days. Sick leave days shall have unlimited accumulation and personal leave days may accumulate for two years at which time any excess will accumulate as sick leave.
 - b. Accumulated sick and personal days will be paid to the Superintendent or their estate within sixty days of their retirement, termination, or death to a maximum of 35.71% of their current salary.
 - c. Termination pay of \$250 for each year of administrative service with the St. Ignace Area Schools, payable annually for 5 years in a lump sum no

later than sixty days after termination in the first year and by June 30 in each year thereafter.

- d. The Superintendent shall be entitled to thirty (30) working days of vacation, exclusive of legal holidays as established by District guidelines, during each year of this agreement. Such vacation period shall be with pay and shall be selected by the Administrator during periods of time least disruptive to the operation of the District. Any vacation period exceeding 5 consecutive days shall require approval of the President of the Board of Education. The maximum accumulated vacation days allowed as of the end of a contract year is fifty (50) and any unused vacation days exceeding fifty (50) shall accumulate as sick leave. At termination, a maximum of fifty (50) vacation days will be compensated the Superintendent either as days used or, if requested, paid within thirty days of retirement, termination, or in the event of death.

14. In the event of a breach on the part of either party to this agreement, nothing contained herein shall be construed to render the obligations of either party under this agreement null and void.

15. This agreement constitutes the entire contract between the parties with respect to the subject matter hereof and may not be amended, renewed, or extended except by an instrument in writing (addendum or otherwise), duly adopted and executed by the parties.

By Jane Ann Weiss
Jane Ann Weiss, Board President

Date 19 Nov 2018

By Ronn Farr
Ronn Farr, Secretary

Date 11.19.18

By Donald P. Gustafson
Donald Gustafson, Superintendent

Date 11/19/18

This contract was approved by a vote of the Board at public meetings on March 18, 2013, October 14, 2013, February 10, 2014, January 12, 2015, February 9, 2015, November 9, 2015, September 19, 2016, and October 15, 2018, and the Board action has been made a part of its minutes.