

**WEST BRANCH-ROSE CITY AREA SCHOOLS
SUPERINTENDENT EMPLOYMENT CONTRACT
2019-2024**

This contract is entered into on the 1st day of JULY, 2019, between the Board of Education of the West Branch – Rose City School District, referred to as the “Board of Education” and Philip Mikulski as Superintendent, referred to as “Administrator”, in this contract.

Because the Board of Education at a meeting held on the 18th day of March, 2019, approved the employment of the Administrator as Superintendent in accordance with the terms and conditions of this contract, and the Administrator desires to be employed by the Board of Education in accordance with the terms and conditions of this contract, the parties in consideration of the mutual promises contained in this contract, agree to the following:

1. **TERM.** This contract shall take effect on the 1st day of July, 2019, and continue in force through the 30th day of June, 2024 subject to extension and termination as provided in paragraphs 3 and 10.
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 it is discovered that the Administrator has failed to maintain all certificates, credentials, continuing education requirements or qualifications, the Administrator will be given a 60 day grace period in which he must obtain the lapsed certificate, credentials or other requirement. If after the 60 day grace period, the Administrator fails to obtain 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 the 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.

The Superintendent shall present his recommendations to the Board on any subject under consideration by the Board; attend each meeting of the Board; and, serve as an ex-officio member of each committee established by the Board.

The Superintendent shall have freedom to organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, which in his judgment best serves the District. The responsibility for selection, placement and transfer of personnel shall be vested in the Superintendent, subject to approval by the Board.

3. **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 the 1st day of April 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 by: (1) voting to not extend the contract or (2) not taking action on extending the contract.
 - 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 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. The Superintendent annually shall advise the Board of Education of this obligation during the month of January.
4. **TENURE EXCLUSION.** This contract does not confer tenure upon the Administrator in the position of Superintendent or any other administrative position in the district.
5. **BASE COMPENSATION.** The Board of Education shall pay the Administrator an annual salary of **\$119,484** for the school years 2019-2020 and not less than \$119,484 for the school years 2020-2021, 2021-2022, 2022-2023 and 2023-2024. The salary shall be paid in 26 equal installments. The Board of Education retains the right to adjust the salary during the continuation of this contract, but any adjustment shall not reduce the annual below the figures specified in this paragraph.

MERIT COMPENSATION. Consistent with Section 1250 of the Revised School Code, the Superintendent's job performance and job accomplishments will be significant factors in determining any future adjustments to the Superintendent's compensation.

6. **INSURANCE BENEFITS.** During the term of this contract, the Administrator shall receive the insurance benefits (health, dental and vision) provided by the school district to full-time, professional administrative staff on the same basis as available to those staff members in accord with the Board of Education policy and subject to the following limitations: first, this paragraph excludes any insurance benefit specifically set forth in this contract; and second, such insurance benefits are subject to change at any time on the same basis as changed for full-time, professional administrative staff.

The Board shall provide without cost to the Superintendent, Term Life Insurance in the amount equal to the annual compensation.

7. **OTHER BENEFITS.** The Administrator is entitled to the following specific benefits:
 - A. The Superintendent shall be entitled to thirty (30) paid time off (PTO) days each fiscal year. PTO days can be used for vacation, personal or illness purposes.
A maximum of fifteen (15) unused PTO days may be banked for future use each fiscal year up to a maximum of ninety (90) PTO days. As an alternative to banking said PTO days for future use, Superintendent may choose to be compensated at the rate of \$230.00 per unused PTO day up to a maximum of ten (10) days and a maximum of five (5) unused PTO days to be compensated at the same rate which will be directly paid into a Tax Sheltered Annuity (TSA) account of Superintendent's choosing.
 - B. Upon separation from the District for any reason prior to June 30, 2020, the Superintendent shall be entitled to compensation of up to a maximum of ten (10) unused PTO days at the rate of \$230.00 per unused PTO day and five (5) unused PTO days to be compensated at the same rate which will be directly paid into a Tax Sheltered Annuity (TSA) account of Superintendent's choosing *even if* more than fifteen (15) days have been banked. Separation from the District after June 30, 2020 will entitle the Superintendent to compensation of up to the maximum allowable banked PTO days (90) at the rate of \$230.00 per unused PTO day which will be directly paid into a Tax Sheltered Annuity (TSA) account of Superintendent's choosing.
 - C. The Superintendent shall be entitled the following paid holidays in addition to any PTO days: Labor Day, Thanksgiving and the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, Good Friday, Memorial Day and July 4. If a paid holiday falls on a Saturday or Sunday, then the Superintendent shall be permitted to take either the preceding Friday or following Monday as a PTO day as mutually agreed upon by the parties.

- D. For 2019-2020 the Superintendent shall be entitled to a 1% (\$1,195) increase to his base salary if the Fall 2019 audited student count (FTE) is at least 1,973 students. This increase, if achieved, is to be paid over the remaining pay periods for the school year in equal installments after the official audited student count is determined.
- E. For the 2020-2021 school year and beyond, the Superintendent's salary will be reviewed and adjusted on a yearly basis if the Superintendent's performance and the District's financial situation justify an increase.
- F. At such times as the Superintendent drives his own personal vehicle on school business for out-of-district travel, he shall be reimbursed at a standard reimbursement rate used in the District for every out-of-district mile traveled.

8. SPECIAL PROVISIONS.

- A. **Disablement.** 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 a period in excess of his accumulated PTO 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 his 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.
- B. **Annuity Program:** The Board, upon the request of the Superintendent, shall withhold from his salary and transfer such sums as he shall designate to a tax-deferred annuity program of his choosing.
- C. **Professional Meetings:** The Superintendent may, upon approval of the Board, attend all appropriate national and state professional meetings. The Superintendent shall be authorized to attend local professional meetings. Where costs exceed Board policy, prior approval will be requested. The Superintendent shall be reimbursed for his/her expenses in connection therewith and for any other reasonable out-of-pocket expenses incurred on behalf of the Board.
- D. **Liability Insurance:** The Board shall provide public liability insurance for the Superintendent to cover legal expenses in defense of claims and payments of judgments resulting from his functioning as Superintendent and will reimburse him for any portion of such expense and judgments not covered by insurance, except if convicted of moral turpitude or fraud.

9. **REIMBURSEMENT OF EXPENSES.** The Board of Education shall reimburse the Administrator for all actual and necessary business expenses related to the performance of the administrator's duties on behalf of the District.

10. **TERMINATION.** If at any time it is discovered that the Administrator has failed to maintain all certificates, credentials, continuing education requirements or qualifications, the Administrator will be given a 60 day grace period in which he must obtain the lapsed certificate, credentials or other requirement. If after the 60 day grace period, the Administrator fails to obtain 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 may not be discharged not this contract terminated for reasons that are arbitrary and capricious. The foregoing standards for termination of this contract during its term shall be applicable to non-renewal of this contract at the expiration of its term, which decision is discretionary with the Board of Education.

The Board shall be entitled to terminate this contract at any time during its term for acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetence, inefficiency by the superintendent or if the superintendent materially breaches the terms and conditions of this contract. It is further agreed that prior to any dismissal by the Board of Education, the Superintendent shall have the right to written charges, notice of hearing and a fair hearing before the Board of Education. If the superintendent so chooses he may be accompanied by legal counsel at the hearing, said legal expenses to be paid for by the Superintendent. Any hearing before the Board of Education will be public unless a private hearing is requested by the Superintendent.

11. **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.

12. **DISPUTE RESOLUTION.** Any dispute or controversy relating to a provision of the contract which involves a claim of monetary damages or employment, or both, including any claim related to termination of employment, will be arbitrated pursuant to the rules of the American arbitration Association. Each party shall be responsible for its own representation costs.

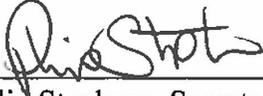
13. **GOVERNING LAW.** This contract is governed by and shall be interpreted in accord with the laws of the State of Michigan.

We, the parties to this Superintendent's Employment Contract, sign our names and execute this contract as of the day and year written in the opening paragraph.

FOR THE BOARD OF EDUCATION



Scott M. Williams, President



Philip Stephens, Secretary

BY THE SUPERINTENDENT



Philip Mikulski, Superintendent