

SUPERINTENDENT'S CONTRACT

It is hereby agreed by and between the Board of Education of Vassar Public Schools, Tuscola County, Michigan (hereinafter called "Board") and Stephan Clark (hereinafter called "Superintendent"), that said Board, in accordance with its action, as found in the minutes of its meeting held on **January 14, 2025**, has and does hereby employ the said Stephan Clark as Superintendent of Schools for a period of 3 years, commencing on the 1st day of July, 2025, and ending on the 30th day of June, 2028. Both parties further agree that said Superintendent shall perform the duties of his office as established by the Board of Education or as changed from time to time by the Board and further as prescribed by the laws of the State of Michigan and by the rules and regulations of said State or its agencies, including the State Board of Education or the Department of Education. The Superintendent's work year shall be 260 days annually. The parties agree that all working days and absences shall be documented on Time off Request forms that are signed by the Board President and turned into Human Resources for retention.

In consideration of the mutual promises contained in this contract, the parties agree to the following:

1. CERTIFICATION, DUTIES, ACTIVITIES AND WITHHOLDING OF TENURE STATUS.

This Contract is intended by the parties to be a full-time contract. It is agreed that Stephan Clark shall perform the duties of Superintendent of Schools in and for the School District and the Superintendent hereby agrees to devote his time, skill, labor and attention to said employment during the life of the contract and that he shall abide by the laws of the State of Michigan and the rules and regulations of the Board of Education of said District. Further, it is agreed that the Superintendent will furnish throughout the life of this contract a valid and appropriate certificate or permit to act as a Superintendent of Schools in the State of Michigan. If at any time the Superintendent fails to maintain all certificates/permits, continuing education requirements and/or qualifications for the position assigned herein, this contract shall automatically terminate, and the Board shall have no further obligation hereunder.

The Superintendent shall not be deemed to be granted continuing tenure while serving as an administrator under this contract. Conferral of tenure in this position as Superintendent is expressly withheld.

The Superintendent retains discretion to organize, reorganize, and arrange the administrative and supervisory staff, which in his judgment best serves the School District, subject to outstanding contractual commitments and Board approval. The administration and business affairs will be lodged with the Superintendent and administered by him with the assistance of his staff. The responsibility for the selection, placement and transfer of personnel shall be vested in the Superintendent and his staff, subject, however, to collective bargaining agreements, Board policy, and the approval of the Board of Education. The Board of Education, individually and collectively, will refer promptly all criticisms, complaints and suggestions called to its attention to the Superintendent for study, recommendation, and response after coordination with the Board of Education, if Superintendent deems necessary.

2. EVALUATION AND CONTRACT EXTENSION CONSIDERATION.

Annually, but no later than the last day of December of each year during the term of this contract, the Board of Education shall review with the Superintendent his

performance in that position as required by all related laws and/or policies using an evaluation instrument that includes multiple rating categories, includes established performance goals, and is mutually agreeable between the Board of Education and the Superintendent. Until otherwise agreed upon in writing, the parties will utilize the evaluation forms provided by MASB. Upon completion of the formal evaluation, the Board of Education shall consider a one or more-year renewal/extension of the contract, and act on that consideration no later than February 1 of each year.

The Superintendent shall receive merit compensation in the amount of \$1,500 if he is rated Effective on his annual evaluation. The Superintendent shall not receive any merit compensation if he receives a rating that is lower than Effective on his annual evaluation.

In the event the Board determines that the performance of the Superintendent is less than effective, the Board shall meet with the Superintendent to review the performance and shall provide an improvement plan that is designed to correct the Superintendent's deficiencies. The improvement plan shall include recommendations as to the areas of improvement in all instances where the Board deems the performance to be less than effective and recommend professional development opportunities designed to improve the Superintendent's rating by the next evaluation.

If the Superintendent wishes to file an appeal concerning the evaluation process and/or a rating of less than effective received under the evaluation, the Board of Education and Superintendent shall mutually agree to having an arbitrator hear and decide the appeal. The decision of the arbitrator shall be binding on the Board of Education and Superintendent. The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and the Superintendent, subject to the right of the Superintendent to seek to tax such fees as costs against the Board.

3. PROFESSIONAL LIABILITY.

The District agrees that it shall defend, hold harmless and indemnify the Superintendent, as permitted under law, from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual capacity, or in his official capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting within the scope of the employee's authority, during the course of employment as determined by the Board of Education. Expressly excluded are criminal prosecutions advanced against the Superintendent.

The Board shall pay the premium amount for liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgments resulting from the discharge of the Superintendent's obligations and will reimburse the Superintendent for any portion of such expense and judgments not covered by insurance. The policy limits for this coverage shall not be less than \$1,000,000.00. The terms of the liability insurance shall be controlling with respect to defense and indemnity of the Superintendent. In no case will any individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions, and legal proceedings.

4. COMPENSATION.

In consideration for the Superintendent's promises to faithfully perform the duties of the office of Superintendent of Schools and to serve as executive officer of the Board of Education, the Board agrees to pay the annual rate of **\$128,750.00**

for the period from July 1, 2025, to June 30, 2026 The annual salary as hereinabove specified will be paid in equal bi-weekly installments pro-rated to the periods of time in accordance with the Board policy.

Annuity: The Board of Education will contribute **8% (\$10,300.00)** of the Superintendent's earnings each year to a TSA approved plan on behalf of the employee as form of compensation that will be considered reportable to the Office of Retirement Services. This may be requested as a lump sum payment at the start of the business year (July 1) or may be spread out over a 26 pay period.

Longevity: Beginning the 3rd year (if applicable) - \$1,500.00; Beginning the 5th year - \$2,500.00; Beginning the 10th year- \$3,500.00.

5. FRINGE BENEFITS.

The Superintendent shall have the following fringe benefits:

- a. Life insurance: Two times salary **(\$257,500)**.
- b. Health Insurance benefits shall include full medical, vision, dental, long term disability coverage, and accidental death dismemberment coverage with the option to waive the health insurance and receive money in lieu of 4% of Superintendent salary (\$5,150.00).
- c. Sick Leave: **Fifteen (15)** days per year.

For unused sick days beyond 130, the Superintendent shall be paid \$150 per day. Fifteen days per year will be added. Sick days may be used for family emergencies, illness, or death. Upon retirement or death, the Superintendent shall be paid \$150 per day for his total sick days accumulated up to 130.

- d. Bereavement Leave:

Up to Five (5) days (per occurrence) may be used without loss of salary or sick days for immediate family. Immediate family is defined as: spouse, children, parents, grandparents, and parents-in-law. Leave must be exercised immediately following a qualifying death.

- e. Vacation days: Twenty (20) days per year. At the end of the year any remaining days will roll over to sick days.
- f. Paid Holidays are as follows: Independence Day, Labor Day, Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Memorial Day, and the Fridays following a Thursday holiday if there is no scheduled activity.
- g. Professional Organization Dues: The Board will pay dues to the Michigan Association of School Administrators, MASA Region, AASA, ASCD, and MASSP (associates' membership).

- h. Transportation Allowances: School car or IRS allowance per mile when using his own car on school business outside of the Vassar Public School District or evaluating district roads for inclement weather.
- i. Administrative and Teaching certification fees are reimbursed every five years.
- j. Tuition: At the sole discretion and prior approval by the Board of Education, the District shall reimburse the Superintendent for all tuition expenses incurred for successfully completed academic university courses related to profession. The Superintendent is responsible for any reporting of tuition compensation relative to IRS guidelines.
- k. Monthly cell phone stipend of \$100.00.

6. PROFESSIONAL GROWTH.

The Board encourages the continuing professional growth of the Superintendent through his participation in professional seminars, programs, and conferences sponsored by local, state, and national school administrator and school Board associations, as well as seminars and courses offered by public or private education institutions.

In its encouragement, the Board shall permit the Superintendent to attend such meetings and pay for the necessary fees for travel and subsistence expenses as approved in advance by the Board. The Superintendent shall request approval for any overnight travel incurred relating to the District.

The Board further encourages the Superintendent to be visible in the community and integrate with local organizations to promote the benefits of the School District. The Board agrees to pay any membership fees in county-wide or local community organizations with preapproval by the Board.

7. DISCHARGE DURING THE LIFE OF THE CONTRACT.

It is agreed between the Superintendent and Board of Education that acts of moral turpitude, misconduct, failure to fulfill the obligations of this contract or written directives by the Board will be reviewed by the Board of Education as reasons for discharge.

It is further agreed that prior to any dismissal by the Board of Education, the Superintendent shall have the right of written charges, notice of hearing and a fair hearing before the Board of Education. The Superintendent may be accompanied by legal counsel at the hearing and any legal expenses shall be paid for by the Superintendent. The hearing before the Board of Education will be public or private at the option of the Superintendent.

The Board agrees that it will not discharge the Superintendent for reasons that are arbitrary or capricious or without just cause during the life of this contract. The foregoing standards for termination of this contract during its term shall not be applicable to non-renewal of this contract at the expiration of its term, which decision is discretionary with the Board of Education. It is agreed that in the event that the Board discharges the Superintendent, this contract shall automatically terminate, and the Board shall have no further obligation hereunder.

The Superintendent agrees that in the event that he is terminating his employment contract before the expiration set forth herein, he will provide a minimum of ninety (90) days written notice addressed to the Board of Education. Any failure to provide notice shall be construed as a material breach of this agreement.

8. ARBITRATION.

In the event of any dispute between the parties relating to discharge of the Superintendent during the term of this contract, the parties hereby agree to submit such to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association. Arbitration under this provision shall be conducted pursuant to the terms of the Michigan Arbitration Act, MCL 600.5001 *et seq* and MCR 3.602.

The parties intend that this process of dispute resolution shall be inclusive of all contract and statutory claims advanced by the Superintendent arising from Administrator's discharge during the term of this contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. However, this agreement to arbitrate does not restrict the Superintendent from filing a claim or charge with any state or federal agency (such as the Equal Employment Opportunity Commission or the Michigan Department of Civil Rights), and does not apply to any claims for unemployment compensation or workers' compensation which may be brought by the Superintendent. Instead, this agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings.

This agreement to arbitrate means that the Superintendent is waiving his right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, the Superintendent shall have the right to representation by counsel of his choice and expense, the right to appointment of a neutral arbitrator, the right to reasonable discovery and the right to a fair hearing. However, the Superintendent, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.

The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and the Superintendent, subject to the right of the Superintendent to seek to tax such fees as costs against the Board.

Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within one hundred eighty

(180) days of the effective date of the Superintendent's discharge during the term of this contract. The Decision and Award of the arbitrator shall be final and binding, and judgment thereon may be entered in the Circuit Court having jurisdiction over the School District.

9. ENTIRE AGREEMENT.


This Contract sets forth the entire agreement between the parties concerning employment of the Superintendent and as of the 1st day of July 2025, supersedes all prior agreements and understandings between the parties, whether written or verbal, concerning these matters. Except as otherwise stated herein, changes to this contract, whether by way of addition, deletion, or both, are not binding unless in

writing and signed by both parties. In signing this contract, the Superintendent does

not rely upon any representation or inducement other than those set forth herein. It is agreed that no individual Board member has any authority to enter into a new or different contract of employment with the Superintendent other than as set forth herein.

IN WITNESS WHEREOF, the parties have executed this contract as of the day and year first above written.

Superintendent of Schools:

Date: 6/12/25 Sign 

President, Board of Education:

Date: 6/25/25 Sign 