

DECATUR PUBLIC SCHOOLS  
Decatur, Michigan

SUPERINTENDENT CONTRACT

This contract of employment is entered by and between the BOARD OF EDUCATION OF DECATUR PUBLIC SCHOOLS, Van Buren County, State of Michigan (hereinafter referred to as the "BOARD"), and Patrick S. Creagan (hereinafter referred to as the "SUPERINTENDENT").

1. The Board agrees to employ Patrick S. Creagan as Superintendent of Schools for the term of July 1, 2019 to June 30, 2022. The Superintendent shall work 52 weeks per contract year in accordance with the administrative work schedule. The Superintendent agrees to serve the School District in that position, or in any position to which he may be assigned, and to faithfully perform the duties of his position to the satisfaction of the Board and in accord with the rules, regulations, policies, and educational programs of the Board and the laws and regulations of the State of Michigan.
2. 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 as Superintendent as required by MCL 380.1249 and MCL 380.1249b. using an evaluation instrument with multiple rating categories, one that takes into account data on student growth as a significant factor and established performance goals, and one that is mutually agreeable and in compliance with the above mentioned laws. Upon completion of the formal evaluation, the Board of Education shall consider a one-year renewal/extension of the contract and take formal action on that consideration by no later than 30 days following the completion of the evaluation.
3. The Superintendent represents that he holds all certificates and other qualifications required by law and by the District for his administrative assignment, and understands that it is his responsibility to maintain all such required certificates during the life of this Contract or it shall become null and void and all obligations hereunder shall cease. The Superintendent agrees to file in the office of the Superintendent of Schools such certificates and official transcript of academic credit prior to the commencement of his service under this Contract.
4. The Board agrees to pay the Superintendent the annual salary of One Hundred Seven Thousand Five Hundred dollars (\$107,500), for the performance of his duties under this Contract. Said salary shall be payable in equal installments throughout the school year. The Board shall be authorized to make such payroll deductions as shall be required by law or authorized in writing by the Superintendent in accordance with Board Policy. The Board agrees to reevaluate the salary rate each year this Contract is in force with the salary adjustment not reduced below the annual salary figure stated above unless such decrease is part of a uniform plan affecting salaries of all employees of the School District. Any adjustment in salary made during the life of this Contract shall be in the form of an amendment and shall become a part of this

Contract, but it shall not be considered that the Board has entered into a new contract with the Superintendent nor that the termination date of the existing contract has been extended.

5. The Superintendent shall receive an annual merit compensation bonus, based upon his performance, of Five Hundred dollars (\$500) if he is rated Highly Effective or Effective on his annual evaluation. The Superintendent shall not receive any bonus if he is rated Minimally Effective or Ineffective on his annual evaluation.
6. The Superintendent agrees that he shall not be deemed to be granted continuing tenure in the position of Superintendent of Schools or in any capacity other than that of a classroom teacher (if the probationary period for tenure as a teacher is fulfilled) by virtue of this Contract or any employment assignment within the District. Nor shall the failure of the District to continue to re-employ such employee in any capacity, other than as a classroom teacher, be deemed a breach of this Agreement or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.
7. During the term of this agreement, the Board shall not arbitrarily or capriciously terminate the Superintendent from employment under this Agreement without sufficient reason. The District shall be entitled to terminate the Superintendent's employment in the event of the Superintendent's inability to perform his duties for a period of ninety (90) days after use of accrued sick leave due to mental or physical disability. The District shall also be entitled to terminate the Superintendent's employment at any time for acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, or if the Superintendent materially breaches the terms and conditions of this Agreement. In the event of termination of employment, this Contract shall terminate and the Board shall have no obligation for further compensation. Non-renewal at the conclusion of this Contract shall be governed by applicable provisions of the School Code of 1976 or successor provision.
8. The Board of Education may require that the Superintendent have a comprehensive medical examination as may be deemed necessary by the Board. If such examination is required, a physician's statement shall be filed with the Secretary of the Board certifying to the physical fitness and physical capability and/or mental competency of the Superintendent to perform his duties. This statement shall be treated as confidential information by the Board, the cost of said medical and/or psychological reports to be borne by the School District.
9. The following fringe benefits will be provided to the Superintendent as detailed:
  - a. Medical and prescription health insurance to the state hard cap amount with Superintendent paying the difference and 100% Board paid of non-medical benefits with \$2,000 allowed for orthodontics per qualifying child. (Superintendent can opt out of health insurance and be

paid \$5,000 per year as cash in lieu of health coverage).

- b. \$1,200.00 per year for travel within the district and area. Area is defined as a 30-mile radius of Decatur. Mileage traveled by the Superintendent outside the area shall be reimbursed at the current rate paid by the Board.
- c. Twelve (12) sick days per year, which are accumulative not to exceed one hundred forty (140) days. If the Superintendent accumulates more than one hundred forty (140) days at the end of a school year, the Superintendent shall receive \$50 for each unused accumulated sick leave day over 140. The Superintendent may be compensated a maximum of eleven (11) days per school year. Upon retirement from Decatur Public Schools pursuant to the Michigan Public School Employees Retirement System, the Superintendent shall receive an amount equal to twenty percent (20%) of their most recent prorated per diem rate of pay for each unused accumulated sick leave day.
- e. Three (3) personal leave days annually to be used for conducting business that cannot be completed after working hours.
- f. The opportunity of attending local conferences and two state conferences per year, with expenses paid by the Board.
- g. Membership dues to one state and national professional association of the Superintendent's choice.
- h. Tuition costs for six (6) graduate hours taken at a university or college of the Superintendent's choice within the confines of the State of Michigan.
- i. Long-term disability insurance coverage for the duration of this Contract.
- j. Term AD and D life insurance in the amount of \$50,000, LTD – 66 2/3%, \$5,000 maximum, 90 calendar days straight wait, freeze on offsets, alcoholism/drug addiction and mental/nervous same as any other illness for the duration of this Contract.
- k. An annual annuity of 6% of his annual salary, to be paid bi-weekly.
- l. Twenty (20) days of paid vacation granted on July 1 of each contract year. The Superintendent may accumulate not more than forty (40) vacation days. Vacation days shall be granted at the beginning of the fiscal year, but accrue at the rate of 1/12<sup>th</sup> 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.
- m. The following holidays will be paid, even though no work is performed: Fourth of July, Labor Day, Thanksgiving Day and the day after, Christmas Day and one other day, New Year's Day and one other day, Presidential Holiday (if not a school session day), Good Friday (if not a school session day), and Memorial Day. If Christmas Day and/or New Year's Day and/or Fourth of July fall on a Saturday, the Friday preceding will be celebrated

as the holiday. If Christmas Day and/or New Year's Day and/or Fourth of July fall on a Sunday, the following Monday will be the celebrated holiday.

10. The Board of Education agrees, as a further condition of this employment Contract, that it shall defend, hold harmless, and indemnify the Superintendent 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 Board of Education, provided the incident arose while the Superintendent was acting within the scope of his employment.
11. This agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof, and supersedes all prior discussions, representations, amendments, or understandings of every kind and nature between them.
12. Any amendment, alteration, supplement, addendum, modification, or waiver shall be invalid unless it is set forth in writing, signed by the party intending to be bound thereby.
13. If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provisions; provided, however, that no such severability shall be effective if it materially changes the economic benefit of the Agreement to any party.

IN WITNESS WHEREOF, the parties, hereto have affixed their hands and seals this 17<sup>th</sup> day of June, 2019.

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Superintendent

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Date

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President, Board of Education

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Secretary, Board of Education