

Gibraltar School District Superintendent Contract

This contract is entered into on **June 23, 2020**, between the Board of Education of the Gibraltar School District, referred to as the “Board of Education,” and **Amy Conway** as Superintendent, referred to as “Superintendent,” in this contract.

1. **TERM.** This contract shall take effect on July 1, 2020, and continue in force through June 30, 2023, subject to extension and termination as provided in Paragraphs 4 and 10.

2. **DUTIES.** The Superintendent represents that she 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 Superintendent agrees, as a condition of her 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 Superintendent 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 Superintendent agrees to devote her talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. The Superintendent 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 Superintendent 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 Superintendent agrees to devote substantially all of her business time, attention and services to the diligent, faithful and competent discharge of her duties on behalf of the School District to enhance the operation of the School District and agrees to use her best efforts to maintain and improve the quality of the programs and services of the School District. The Superintendent will not directly or indirectly acquire or otherwise possess any interest adverse to that of the School District. In the event that a question arises as to whether a given interest is in conflict with the interests of the School District, the Superintendent shall make full disclosure of same to the Board of Education for its review and disposition, which disposition shall be controlling.

3. **EVALUATION.** The Board will evaluate the Superintendent’s performance annually and in writing, using an evaluation instrument with multiple rating categories that takes into account data on student growth as a significant factor, 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 Administrator to meet to discuss her written evaluation in closed session.

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 30th 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 Superintendent 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.** The Board may choose to not renew this contract upon its expiration pursuant to Section 1229 of the Michigan School Code. Pursuant to that statute, the Board's failure to do so will renew this contract for an additional one-year period. The Superintendent annually shall advise the Board of Education of this obligation during the month of February in the year in which the contract is to expire.

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

6. **COMPENSATION.** The Board of Education shall pay to the Superintendent an annual base salary of \$145,000 for the 2020-2021 school year. The salary for the future school years shall be agreed to by the parties. The salary shall be paid in equal installments.

Annuity. The District will deposit 5% of base salary annually into a non-elective 403(b) Plan selected by the Superintendent. This deposit shall be divided equally over the payroll schedule from July 1 to June 30.

Merit. Consistent with the requirements of applicable legislation, the Superintendent shall be eligible for an annual merit pay bonus based upon her performance of \$3500 which shall be paid following the annual evaluation. The Superintendent shall receive the full amount of such bonus if she is rated Highly Effective or Effective on her annual evaluation and shall not receive any bonus if she is rated Minimally Effective or Ineffective on her annual evaluation.

7. **INSURANCE BENEFITS.** During the term of this contract, the Superintendent shall receive the Medical/Health Insurance, Dental Insurance, Long-term/Short-term Disability, Vision Insurance benefits provided by the school district to full-time, professional administrative staff contained in the SAGSD contract 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. *Life Insurance:* The School District will provide the Superintendent group life insurance protection policy of \$325,000. Optional plans for additional coverage at the Superintendent's expense will be made available, subject to terms of the underwriter.

8. **OTHER BENEFITS.** The Superintendent is entitled to the following specific benefits:

- A. Cash in Lieu of Insurance: In the event the Superintendent declines the health/dental/vision insurance options she shall be entitled to annual payment of \$8,500.

- B. Vacation and Holidays - The Superintendent shall receive twenty-five (25) days of paid vacation annually in addition to the paid holidays noted below. 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. If the Superintendent desires more than ten (10) consecutive workdays for vacation, prior approval by the Board of Education is required. Five (5) days hereby allocated for vacation may be bought back at the per diem rate if unused by the end of any school year covered by this Contract. There shall be no accumulation of unused vacation days for purposes of redemption or buy-out upon termination from employment. The Superintendent shall not take vacation days two weeks prior to the start of the school

year and one week after the end of the school year unless approved by the Board. The paid holidays referred to above are as follows:

July 4 th	Labor Day
Thanksgiving Day	Friday Following Thanksgiving Day
Christmas Eve	Christmas Day
New Year's Eve	New Year's Day
Good Friday	Monday Following Easter Sunday*
Memorial Day	*provided school is not in session

C. Leave Days: The Superintendent shall be entitled to twelve (12) leave days annually to be used for illness and other personal reasons. Unused days may be accumulated up to ninety (90) days.

D. Jury Duty: The Board shall pay full salary and benefits for the Superintendent selected for jury duty days in accordance with Board Policy net of any compensation she may receive for serving jury duty.

E. Funeral Leave: Absence required by attendance at a funeral in the immediate family shall not be construed as sick leave. Leave for funerals for the immediate family shall be allowed at full pay. Three (3) days shall be allowed if the funeral leave is for a member of the immediate family whose funeral will be held within one hundred (100) miles of the Central Office; five (5) days shall be allowed if the funeral will be held in excess of one hundred (100) miles of Central Office. Any extension beyond these time limits shall be deducted from leave days. (Immediate family includes spouse, children, parents, mother-in-law, father-in law, grandparents, grandchildren, brothers, sisters, brothers and sisters-in law, or any dependent living in the household.) Funerals for someone other than immediate family members shall be deducted from leave days.

F. Professional Development and Dues. Annually, the District will pay for the membership dues for two professional organizations or associations of the Superintendent's choice. In addition, the Board will pay up to \$2,000 for Professional Development for the Superintendent for professional coaching or tuition as determined by the Superintendent. The Superintendent may attend conferences in as necessary and will be reimbursed for such expenses upon presentation to the District of an itemized and detailed accounting of such expenditures/receipts relating thereto on the form required by the District.

G. Mileage Reimbursement. The Superintendent shall be reimbursed at the IRS rate for miles driven required in the performance of her official duties.

H. Longevity. In recognition of longevity in position and service as Superintendent, beginning the sixth year of employment (2020-21), in addition to base salary, the Superintendent will receive a stipend of 4% of base salary annually to be paid the first payroll each December.

9. **PHYSICAL AND MENTAL EXAMINATIONS.** The Superintendent agrees to submit to a comprehensive physical and/or mental examination at District Expense by a professional(s) of the District's choice when, in the Board's judgment, such examination is necessary to determine: if the Superintendent can perform the essential functions of her job; the accommodations necessary to permit her to perform the essential functions of her job; or, is otherwise consistent with business necessity. In connection with such a physical and/or mental examination, the Superintendent will sign all requested release forms and other documents necessary to permit the designated professional(s) and the District to receive pertinent medical records and reports.

10. **TERMINATION.** The Superintendent may not be discharged nor this contract terminated for reasons that are arbitrary and capricious. 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 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. Either party may be accompanied by legal counsel at the hearing, with each party bearing its own legal expenses. 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. **INDEMNIFICATION.** The Board agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against her in her individual capacity or in her official capacity as agent and employee of the School District, provided the incident arose while the Superintendent was acting within the scope of her employment and excluding criminal litigation. The Board shall provide errors and omissions insurance coverage for the Superintendent to cover legal expenses in defense of claims and payment of judgments resulting from her functioning as Superintendent and will reimburse her for any portion of such expense and judgments not covered by insurance. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

13. **DISPUTE RESOLUTION.** Both parties agree that to reduce potential litigation costs, 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 within 30 calendar days from the date the Superintendent knew or should have known that the dispute arose. Failure to timely file a demand for arbitration shall result in the matter being settled based on the Board's last disposition. The cost of arbitration fees shall be divided equally. Witness costs, legal expenses and other expenses shall be at each party's own cost. The arbitration decision shall be final and binding upon the District and the Superintendent. A court of competent jurisdiction may enter judgment on the arbitration award.

14. **ENTIRE AGREEMENT.** This Contract contains the entire agreement and understanding between the Board and the Superintendent about the Superintendent's employment. Prior or concurrent representations, promises, contracts, or understandings (written or oral) not contained in this Contract have no effect.

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

FOR THE BOARD OF EDUCATION:

BY THE SUPERINTENDENT:

Board President

Amy Conway, Superintendent

Board Secretary

Date