

NEW BUFFALO AREA SCHOOLS
Contract of Employment
Superintendent of Schools

THIS AGREEMENT, entered into this 1st day of July 2019, by and between the Board of Education of the New Buffalo Area Schools, County of Berrien, State of Michigan, (hereinafter called the "Board"), and (hereinafter called the "Superintendent").

WITNESSETH:

1. Contract Period:

The Board agrees to employ the Superintendent as Superintendent of Schools for the term of five (5) years, from July 1, 2019, to and including June 30, 2024. Notification of non-renewal of this contract shall be given in writing at least ninety (90) days before the contract termination date or this contract is renewed for an additional one (1) year period. The Board specifically reserves the right to not renew this contract or any extension of the contract regardless of cause or reason.

- A. EXTENSION: The Board, no later than the 30th of June each year during the term of this contract, may extend the contract for an additional one (1) year period. The Board in its sole discretion, and with or without cause, may decline to extend this contract for an additional year. If the Board does not officially extend this contract, the contract will continue to expire on the expiration date specified above.
- B. EVALUATION: Annually, but no later than November 1st of each year during the term of this contract, the Board shall review with the Superintendent his performance as Superintendent. The Superintendent shall remind the Board of this responsibility in a timely manner.

2. Duties:

- A. The Superintendent agrees to perform the duties of Superintendent in a competent and professional manner in accordance with the established policies and regulations of the Board, the Superintendent's job description (to be developed and added by Superintendent), and the laws of the State of Michigan.

The Superintendent shall serve as chief executive officer and chief administrative officer of the Board. He shall be entitled to:

- 1. Present his recommendations to the Board on any subject under consideration by said Board,
- 2. Attend each meeting of the Board, and
- 3. Serve as an ex-officio member of each committee established by the Board.

B. The Superintendent shall organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs in a manner in which, in his judgment, best serves the District. The responsibility for selection, placement, and transfer of personnel shall be consistent with any Board policy and State and Federal law. No action shall be arbitrary or capricious. The Superintendent shall also attend all negotiation meetings with employees and shall keep the Board informed of the progress of such negotiation meetings.

3. Compensation:

A. Salary: The Board shall pay the Superintendent for fiscal year 2019-2020, an amount not less than \$129,253 per year (12 months). The remaining years of this contract will include an additional 2.5% each year. The salary shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified employees.

Longevity Payment: For each year of satisfactory service the following sum will be added to the base salary:

| | |
|------------|----------------|
| 1-5 years | \$150 per year |
| 6-10 years | \$250 per year |
| 11+ years | \$300 per year |

The Board shall provide a monthly car allowance of \$500 for the use of his auto in the performance of official duties during the life of this contract. In addition, the Board shall reimburse the Superintendent per mile for all out of County miles traveled when using his personal automobile in the performance of his official duties at the current IRS rate.

The Board shall contribute a 7.5% annual amount based on above compensation, as a non-elective employer contribution to a 403B account selected by the Superintendent.

The Superintendent shall receive 12 days of sick leave per year. Unused sick leave days shall be allowed to accumulate to a maximum of 150 days. Paid leave shall be concurrent with FMLA laws. Upon retirement from the district, the individual shall be compensated at the rate of 50% per diem rate for all accumulated days into a non-elective employer contribution to a 403 B account selected by the Superintendent.

The Board and Superintendent may mutually agree to adjust the salary and benefits of the Superintendent during the term of this contract. Pay will not be retroactive if adjustments are made.

The potential to earn Merit Pay will be based on the Superintendent's year end evaluation, not to exceed \$1,500.00.

- B. Superintendent shall be eligible to be reimbursed for travel, meals and lodging in accordance with per diem expense and reimbursement standards and procedures established by the Board. Any expense to be incurred by Superintendent for out-of-district travel shall be submitted in advance for review and approval by the Board. Superintendent shall be required to present an itemized account of his/her reasonable and necessary expenses in accordance with direction of the Board or its designee.

The Board shall pay normal and reasonable fees or dues for membership in appropriate professional organizations. Subject to prior approval by the Board, the Superintendent may attend appropriate professional meetings at the local, state and national levels and shall be reimbursed for any registration fees, tuition, travel, lodging and/or reasonable meal expenses for himself/herself in relation thereto not prepaid by the Board.

4. Other Benefits:

- A. Superintendent is employed on the basis of fifty-two (52) weeks of work per contract/fiscal year (July 1 through June 30) as scheduled by the Board. Superintendent shall be granted vacation time of 20 days per fiscal year. Vacation days must be used within the fiscal year for which they are made available and Superintendent shall not receive any additional compensation in lieu of use of vacation days. Superintendent shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District.
- B. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third party administrator, the Board shall make premium payments on behalf of Superintendent and his/her eligible dependents for enrollment in the following insurance programs:

ABC Plan 1- H S A

Plan begins January 1 each year

Summary of Benefits

MESSA ABC Plan 1 (Member + Dependents)
In-Network Deductible \$1,300/\$2,600
ABC-RX Copay: \$10 generic/\$40 brand name
Dent 80/80/80/80:2000(1000) (Member + Dependents)
2 Cleanings
\$1,300 Ortho max
VSP 3 (Member + Dependents)
Vision Plan Year Each 07/01
Neg LTD 66 2/3% Max \$5,000
\$40,000 PAK Life
\$40,000 PAK AD&D

Superintendent shall contribute the amount of 20% per month, or whatever employee premium contributions are required by law per month, whichever amount is greater, as a condition to participating and enrolling in the above insurance programs. Superintendent hereby authorizes payroll deduction for the above amount.

- C. The Board reserves the right to change the identity of the insurance carrier, policyholder or third party administrator for any of the above coverage, provided that comparable coverage, as determined by the Board, is maintained during the term of this Agreement. The Board shall not be required to remit premiums for any insurance coverage for Superintendent and his/her eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder or third-party administrator. The terms of any contract or policy 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. Superintendent is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The Board, by remitting the premium payments required to provide the above-described insurance coverage(s), shall be relieved from all liability with respect to insurance benefits.
- D. Superintendent is entitled to the following holidays for which no service to the School District is required: (New Years Eve and Day, Great Americans' Day, Good Friday Afternoon, Memorial Day, Independence Day, Labor Day, Thanksgiving and the day after, Christmas Eve and Day).
- E. The Board understands that there is a business related need for the Superintendent to have access to cell phone service. As such, the Board will add an annual stipend of six hundred dollars (\$600) divided equally to the bi-weekly pay of the Superintendent. The Superintendent agrees to secure cell phone service through the cell phone service

provider of their choice and will in no way obligate the Board for such cell phone service. The Superintendent is free to combine both their personal cell phone service and the necessary business related cell phone service into one cell phone service contract. Any stipend indicated above will be terminated immediately upon the Superintendent's termination from the District.

5. Medical Examination:

- A. Superintendent shall submit to such medical examinations, supply such information and execute such documents as may be required by any underwriter, policyholder or third party administrator providing insurance programs specified under this Contract. Additionally, upon request of the Board, Superintendent shall authorize the release of medical information necessary to determine if Superintendent is capable of performing the essential job functions required by his/her assignment, with or without reasonable job accommodation(s). Any physical or mental examination or disclosure of such information required of Superintendent by the Board shall be job related and consistent with business necessity. Any medical or psychological examination under this section shall be at Board expense subject to insurance coverage. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.
- B. This Agreement shall be automatically terminated in the event of the death of the Superintendent.

6. Leave of Absence:

In the event of Superintendent's mental and/or physical incapacity to perform the duties of his/her office, he/she shall be granted an initial leave of ninety (90) work days for purpose of recovery. The Superintendent shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the ninety (90) work day period to be unpaid. Upon utilizing leave under this provision, Superintendent shall furnish medical certification to the Board (or its designee) respecting the necessity for the leave.

If the Board (or designee) has reason to doubt the validity of the medical certification supplied by Superintendent, it may require a second opinion, at Board expense.

Superintendent may request a ninety (90) work day unpaid leave extension in the event of his/her physical and/or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is a verified prognosis that Superintendent will be able to resume his/her duties at the conclusion of the extended leave interval. Superintendent as a condition to any leave extension shall supply medical certification. Any extensions of leave for this purpose shall be at the discretion of the Board.

If Superintendent is unable to or does not resume work at the conclusion of a leave

taken under this paragraph (or any extension thereof), his/her employment and this Contract may be terminated at the option of the Board. However, no such termination shall occur where the Family and Medical Leave Act require restoration after leave.

Prior to resumption of duty after an unpaid leave of absence for a serious health condition, Superintendent shall provide to the Board a fitness for duty certification from Superintendent's health care provider. The Board, at its expense, may require a second opinion unless the securing of the second opinion in this context is precluded by the Family and Medical Leave Act.

7. Goals and Objectives:

The Board may establish Superintendent goals and objectives for each school year. Said goals and objectives shall be reduced to writing and shall be among criteria by which the Superintendent is evaluated.

8. Residency:

The Superintendent agrees to establish and maintain his family residence no further than twenty (20) miles from the boundary line of the school district within the first year of employment. The Board shall have the right to immediately terminate this agreement and its obligations hereunder in the event the Superintendent fails to satisfy the aforementioned residency requirements, it being understood that satisfaction of these residency requirements is a condition of employment.

9. Discharge:

The Superintendent shall be subject to discharge reasons that are not arbitrary or capricious as determined by the Board including but not limited to misconduct, incompetence, inefficiency, moral turpitude, criminal conduct and insubordination during the term of this Agreement. 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 five (5) days' notice in writing. At such hearing, he may have legal counsel at his own expense.

10. Tenure Status:

The Superintendent acknowledges that in accepting said appointment, there shall be no granting of tenure in said position.

11. The Superintendent represents that he/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 to serve in the position assigned. Superintendent agrees, as a condition of his/her continued employment, to meet all certification and continuing education requirements for the position assigned, as are and may be required by law and/or by the State Board of Education. If at any time 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.
12. This Contract contains the entire agreement and understanding by and between the Board and Superintendent with respect to the employment of Superintendent and no prior or concurrent representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect. All prior contracts or other agreements (written or oral) pertaining to the terms of this contract are cancelled and are superseded by the terms of this contract. Provided, that this contract is voidable pursuant to the provisions of the Revised School Code pertaining to criminal records and criminal history checks.

No amendment to or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board reflected in its minutes, and signed by Superintendent and the President and Secretary of the Board. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provision of this Contract at such time or at any other time.

13. If any provision of this Agreement becomes or is declared by a Court of competent jurisdiction to be illegal, unenforceable or void, this Contract shall continue in full force and effect without said provision(s).
14. Superintendent agrees that any claim or suit arising out of Superintendent's employment with the Board must be filed no more than six (6) months after the date of the employment action that is the subject of the claim or suit. Superintendent understands that the statute of limitations for claims arising out of an employment action may be longer than six (6) months, but agrees to be bound by the six (6) month period of limitation set forth herein and waives any statute of limitations to the contrary. Should a court of competent jurisdiction determine that this provision allows an unreasonably short period of time to commence a law suit, it is the intent of the parties that the court enforce this provision to the extent possible and declare the law suit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.

15. In the event of any dispute between the parties relating to discharge of Administrator 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 691.1681 *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 Administrator 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 Administrator 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 Administrator. 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 Administrator is waiving his/her right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, Administrator shall have the right to representation by counsel of his/her choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery and the right to a fair hearing. However, Administrator, 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 Administrator, subject to the right of Administrator 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 Administrator'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 2nd Circuit Court of Michigan (Berrien County), pursuant to MCL 691.1681 *et seq*.

IN WITNESS WHEREOF;

The Members of the Board of Education, New Buffalo Area Schools, and the said Superintendent have hereunto subscribed their names the 22nd day of July 2019.

New Buffalo Area Schools
Board of Education

Superintendent: _____ President: _____

Vice-President: _____

Secretary: _____

Treasurer: _____

Trustee: _____

Trustee: _____

Trustee: _____