

BRANDON SCHOOL DISTRICT  
CONTRACT OF EMPLOYMENT

Superintendent of Schools

THIS CONTRACT OF EMPLOYMENT is entered into this 1st day of July 2018, by and between the Board of Education of the Brandon School District, hereinafter "Board" and Matthew Outlaw, hereinafter "Superintendent," according to the terms and conditions described and set forth herein.

1. Term of Employment.

Pursuant to Section 1229(1) of the Revised School Code, MCL 380.1229(1), the Board hereby employs Superintendent for a three-year period commencing on July 1, 2018, and ending on June 30, 2023.

2. Duties and Responsibilities.

Superintendent shall competently perform the duties and responsibilities of the position of Superintendent as prescribed by the Board and as may be established, modified and/or amended from time to time by the Board. He shall possess all qualifications required by law, if any, and shall devote his full time and energies to the position of Superintendent.

3. Tenure Exclusion.

Superintendent shall not acquire or be deemed to be granted continuing tenure in any capacity other than that of a classroom teacher as may be conferred by law and is hereby expressly denied tenure in any capacity other than a classroom teacher, as required by Article III, Section 1(7) of the Tenure Act, MCL 38.91(7).

4. Salary Compensation.

Superintendent shall be paid a base salary of \$137,957 for the 2018-2019 school year. The Board shall review the salary for Superintendent annually and may increase the annual salary of Superintendent during the term of this Contract; barring a financial emergency as defined by Michigan law, the base salary shall not be reduced in any subsequent year. Any increase in salary made during the term of this Contract shall be in the form of a written amendment and shall become a part of this Contract when executed by Superintendent and the Board.

The annual salary shall be paid in bimonthly payments beginning with the commencement of the fiscal/contract year (July 1-June 30), on such dates as the District shall establish for payments to salaried exempt staff. Upon separation of the Superintendent during any fiscal/contract year, his annual salary shall be adjusted to reflect payment for the number of work days for which services were actually and personally rendered during the fiscal/contract year.

In addition to salary, the District shall make a non-elective contribution in the amount of \$10,000 to a tax- sheltered annuity designated by the Superintendent

during each year of this Agreement. The Superintendent shall own the annuity as required by Section 403(b) of the Internal Revenue Code. The Superintendent may arrange through a salary-reduction agreement for additional contributions to the annuity on his behalf within the applicable legal limits. The choice of provider for this annuity is decided by the Superintendent.

Doctorate Stipend: In addition to base salary, the District will pay an annual stipend for doctorate degree of \$2,100. This stipend shall be paid through the District's normal payroll process.

Merit Pay: Consistent with section 1250 of the Michigan Revised School Code, the Superintendent shall be eligible for an annual stipend in the amount of \$10,000 in the event that he earns a highly effective rating on the annual evaluation by the board of education conducted in December of each year. This stipend will not accumulate, compound or be rolled into base salary. In the case that the district's fall audited enrollment is worse than projected or in the case of a financial emergency, the amount of the stipend may be reduced by action of the board of education. When earned, the stipend shall be paid in one lump sum not later than the final January payroll.

5. Vacation, Personal Business, and Bereavement.

Superintendent shall be granted five (5) paid personal business leave days each year from 2018-2023. Personal business leave days must be used within the fiscal year and will not be cumulative.

The Superintendent may take up to thirty (30) vacation days per school year, exclusive of legal holidays, subject to prior notice to the Board's President. Notwithstanding the non-cumulative nature of such vacation days, the Superintendent may elect to use vacation days not taken in the preceding school year up until September 30 in a subsequent year only [and may elect to be paid a maximum of ten (10) unused vacation days each year upon written request to the Board President by September 30].

Superintendent shall schedule use of personal business leave days and vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District.

Superintendent shall be granted three (3) bereavement days per occurrence in immediate family.

6. Holidays.

Superintendent is entitled to the following holidays ten (10) days for which no service to the School District is required as follows:

Labor Day  
Thanksgiving Day

New Year's Eve Day  
New Year's Day

The Day after Thanksgiving Day  
Christmas Day  
The Day Before or the Day after Christmas

Good Friday  
Memorial Day  
Fourth of July

7. Personal Illness or Disability.

If the Superintendent is absent from duty on account of personal illness or disability, he shall be allowed full pay for a total of thirteen (13) paid leave days in each year of employment pursuant to this Contract, with one additional such day added each year of this agreement to a maximum of fifteen (15) days in 2016-2017 and beyond. Unused paid leave days shall accumulate to a maximum of ninety (90) days. Upon termination of employment and within the provisions of MSPERS, the Superintendent shall be paid for 50% of accumulated sick leave at per diem.

Initially, upon commencement of employment ninety (90) paid leave days shall be provided in the event the Superintendent's mental and/or physical incapacity to perform the duties of his office, for purpose of recovery, which are not cumulative and shall be reduced each contract/fiscal year by the number of leave days available to the Superintendent through his accumulation of paid leave days. The Superintendent shall first exhaust any of his accumulated paid leave days prior to using leave days granted under this provision.

Medical certification shall be supplied by the Superintendent as a condition of any extended leave for the purpose of recovery from a mental and/or physical incapacity. If the Board 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 physical and/or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is reasonable likelihood that Superintendent will be able to resume his duties at the end of the extended leave interval. Medical certification shall be supplied by Superintendent as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

If Superintendent is unable or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), his employment and this Contract may be terminated at the option of the Board. However, no such termination shall occur where restoration after leave is required by the Family and Medical Leave Act.

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.

8. Medical Examination.

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, Superintendent shall have a comprehensive medical examination annually and have a statement certifying the physical competency of Superintendent to perform his duties and responsibilities submitted to the President of the Board to become part of the Superintendent's employment records. Any medical examination under this provision shall be at Board expense. Any information obtained from medical examinations under this provision shall be considered and treated confidentially.

9. Insurance Benefits.

The District will provide the Superintendent the same health insurance benefits provided to other central office administrators employed by the District during the term of this Agreement, and the Superintendent shall contribute to the cost of such insurance benefits on the same basis as required of other central office administrators and/or applicable law.

a. Term Life Insurance Upon proper application and acceptance for coverage by the insurance company, the Board shall make premium payments to provide Superintendent with term life insurance coverage in the amount of twice his annual salary compensation.

b. Long Term Disability Insurance The Board agrees to provide a long-term disability insurance plan, which will provide a monthly benefit assuring Superintendent 66.67% of his monthly salary compensation and will have a qualifying period of three (3) consecutive months of disability. Terms and conditions established by the long-term disability carrier shall be governing for benefits under this plan.

The Board reserves the right to change the identity of the insurance carrier, policyholder or third party administrator for any of the above coverages, provided that comparable coverage, as determined by the Board, is maintained during the term of this Agreement.

The Superintendent shall be entitled to participate in any benefit plans which are offered to central office administrators.

10. Expense Reimbursement.

Superintendent shall be reimbursed for travel, meals and lodging related to the performance of his duties and responsibilities in accordance with expense and reimbursement procedures established by the Board. Any expense to be incurred by Superintendent for out-of-state travel shall be submitted in advance for review and approval by the Board. Superintendent shall be required to present an

itemized account of his actual and necessary expenses in accordance with direction of the Board.

In the event that Superintendent's family establish residency within the Brandon School District, and their children are enrolled within the District, their actual moving costs shall be reimbursed up to \$10,000.00 upon presentation of receipts in a form satisfactory to the Board President. For the duration of this Agreement, Board Policy 1220 is waived.

11. Professional Dues and Meetings.

The District shall pay the Association dues of the Superintendent for the National Association of School Administrators, the Michigan Association of School Administrators and MASA Region in which the School District is located as well as other appropriate affiliations as approved by the Board.

The Superintendent may attend meetings of these professional organizations at the local and state levels. The expenses of said attendance to be paid by the Board as an expense related to performance of Superintendent's duties and responsibilities. Subject to prior approval by the Board, the Superintendent may attend appropriate professional meetings at the national level and shall be reimbursed for any registration fees, tuition, travel, lodging and/or reasonable meal expenses for himself in relation thereto which are not prepaid by the Board.

12. Cellular Telephone and Computer.

The Board shall provide Superintendent with a mobile cellular telephone and home computer for conducting the duties and responsibilities of the position.

13. Evaluation.

The Board will evaluate the Superintendent's performance, in writing, in accordance with applicable Board Policy. The Board and the Superintendent will meet to establish criteria for the Superintendent's evaluation by January 31 of each year of this agreement. If they are unable to establish mutually agreeable criteria/goals, the Board may unilaterally establish the criteria/goals. The Board, or a committee thereof, and the Superintendent may meet at mutually agreeable times to review the Superintendent's performance and progress. The addendum attached as Exhibit 1 shall be followed unless the Board, following consultation with the Superintendent, modifies the timelines described therein.

14. Termination and Discharge.

The Board shall be entitled to terminate and discharge the superintendent from employment at any time during the term of this contract for reasons that are not arbitrary or capricious. In the event that the Board undertakes to terminate and discharge Superintendent from employment during the term of this Contract, he shall be entitled to written notice of charges and after ten (10) days following that written notice, an opportunity for a hearing before the Board. Said hearing shall be public or private at the option of the Superintendent. At such hearing, he may

have legal counsel and present witnesses on his behalf at his own expense. In the event of termination and discharge of Superintendent from employment during the term of this Contract, the Board shall have no further obligation to Superintendent under the terms of this Contract as of the date of the termination and discharge.

15. Extension and Non-Renewal.

The Board shall on or before April 1 of each year consider taking action to either extend, or not extend, the Contract with the Superintendent for an additional year. If no action is taken by the Board, the contract shall not be extended and the existing Contract of Employment shall continue in effect as written for its originally stated term without modification. If the Board decided to extend the Contract with the Superintendent for an additional year, a new Contract of Employment shall be issued, the substantive terms of which shall be identical to the terms of this Contract, unless otherwise modified in writing by mutual agreement of the parties, with the dates of the term of the Contract to be changed to reflect the new period of employment. Superintendent shall notify the Board of this provision of the Contract annually and not later than March 1 of each year of the Contract. Furthermore, if applicable, the Board shall provide Superintendent with notice of the nonrenewal of this Contract at least ninety (90) calendar days prior to its expiration. For example, if the Contract expires on June 30, 2019, notice of nonrenewal must be delivered to the Superintendent not later than April 1, 2019.

16. Professional Liability Insurance.

The Board agrees to maintain errors and omissions insurance coverage for employees of the School District, which shall include the Superintendent while engaged in the performance of his duties and responsibilities as Superintendent of Schools and while Superintendent is acting within the scope of his authority as Superintendent of Schools. The terms of the errors and omissions insurance policy shall be controlling regarding the defense and indemnification of the Superintendent. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions coverage.

17. Entire Agreement and Understanding.

This Contract contains the entire agreement and understanding by and between the Board and Superintendent with respect to the employment of Superintendent and no representations, promises, contracts or understandings written or oral, not contained herein, shall be of any force or effect. All prior agreements pertaining, connected with, or arising in any manner out of the employment of the Superintendent by the Board, are hereby terminated and shall hereafter be of no force or effect whatsoever. No change or modification of this Contract shall be valid or binding unless it is in writing and signed by Superintendent and 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 any time.

18. Severability of Contract Provisions.


If any provision of this Contract 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 in all other respects without said provision(s). If any term of this Contract is determined not to be legally enforceable as written, the provision will be enforced to the extent allowed by law.

19. Execution of Contract.

This Contract is executed by the Board on behalf of the Brandon School District pursuant to a duly authorized Board resolution.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed on the dates reflected:

BRANDON SCHOOL DISTRICT

By: 

Matthew S. Outlaw  
SUPERINTENDENT

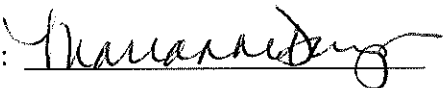
Date: 12/18/18

BOARD OF EDUCATION

By: 

Diane Salter  
PRESIDENT

Date: 12/17/2018

By: 

Marianne Dwyer  
SECRETARY

Date: 12/17/18