

## VAN BUREN PUBLIC SCHOOLS SUPERINTENDENT CONTRACT

THIS AGREEMENT, made December 9, 2019, between the VAN BUREN PUBLIC SCHOOLS of Belleville, Michigan, a public body corporate located in the Counties of Wayne and Washtenaw, State of Michigan, acting through its BOARD OF EDUCATION (hereinafter referred to as the "Board"), and Peter Kudlak, Superintendent (hereinafter referred to as the "Superintendent"), is as follows:

### 1. Salary

For the 2020-2021 school year, the Superintendent's salary shall be One Hundred Fifty-Four Thousand Dollars and 00/100 Dollars (\$154,0000) effective July 1, 2020. For the remainder of the 2019-2020 school year, the superintendent will continue to receive the salary he was receiving at the time of this Contract's execution. Salary shall be paid in regular consecutive payments and in the same manner and at the same intervals as the salaries of other personnel paid by the Board, less deductions authorized or required by law. For subsequent years, the Superintendent's salary shall be negotiated between the Board and the Superintendent, based in significant part on the Superintendent's job performance and job accomplishments as determined pursuant to the Superintendent's performance evaluation referenced in paragraph 3 below. Salary increases will depend on both the Superintendent receiving at least a performance rating of "effective" as well as the economic conditions of the District as determined by the Board. The Board will make all decisions related to salary adjustments by December 30 of each contract year.

### 2. Contract Duration

The Superintendent shall render service for the remainder of the current school year (December 9, 2019 through June 30, 2020) and for a three year period term thereafter commencing July 1, 2020 through June 30, 2023 subject to extension and early termination as provided in paragraphs 4 and 10, respectively.

### 3. Performance Evaluation

The Board will evaluate the Superintendent's performance annually and in writing, on or before December 30 of each contract year, using an evaluation instrument that complies with the requirements of the Michigan Revised School Code, that takes into account data on student growth as a significant factor, and that is mutually agreeable to the Board and the Superintendent, provided that the Board will select the evaluation instrument and criteria in the absence of agreement. The Board will grant a request by the Superintendent to meet to discuss his written evaluation in closed session.

### 4. Contract Extension

The Board, no later than December 30 of each contract year, may extend this contract for an additional one-year period. All other terms and conditions of this contract shall remain unchanged during subsequent terms unless mutually agreed to in writing by the Parties. The Board in its sole discretion and with or without cause may take no action to extend this contract for an additional year and in such case the contract will not be extended.

5. **Nonrenewal**

Unless the Board gives written notice of non-renewal of this contract to the Superintendent at least 90 days before the contract's termination date, this contract will, without further action, be automatically renewed for an additional one-year period as provided by Section 1229 of the Michigan Revised School Code. The Superintendent shall advise the Board of this requirement in September of the year in which the contract will terminate, and the Board shall conduct the performance evaluation of the Superintendent prior to December 30 of that year.

6. **Performance Responsibilities**

The Superintendent represents that he is duly and legally qualified to act as Superintendent of the District and he agrees that during the term of this contract, he will perform the duties of Superintendent in a competent and professional manner as prescribed by the Board and the laws of the State of Michigan. The Superintendent further represents to the Board that he holds all certification and other qualifications required by Michigan law and the Michigan State Board of Education for a Superintendent and represents that he shall maintain the same while employed as Superintendent. If the Superintendent fails to maintain any certification or qualification required by Michigan law, the Board may immediately terminate this contract.

7. **Duties and Assignment**

The Superintendent shall perform the duties of superintendent as prescribed by the Board and as may be established, modified, or amended from time to time by the Board. The Superintendent acknowledges the ultimate authority of the Board with respect to his responsibilities and directions related thereto. The Superintendent is subject to assignment and transfer to another administrative position of employment within the District at the discretion of the Board.

8. **Tenure Exclusion**

It is mutually understood and agreed that this contract does not confer tenure upon the Superintendent in the Superintendent position or any administrative position, nor does the Superintendent have tenure in any other non-classroom teaching capacity.

9. **Fringe Benefits**

a. **Work Days/Vacation and Paid Holidays**

The Superintendent shall work 260 days annually, exclusive of 12 paid holidays and 20 paid vacation days, which must be taken at a time least disruptive to school operations and subject to advance notice to the Board President. The Superintendent must use all vacation days accumulated in a given contract year by August 30 immediately after the conclusion of that contract year, except that any vacation days not used at the conclusion or termination of this contract or at the time of the Superintendent's separation from employment with the District will be forfeited. Paid holidays are: New Year's Day, Good Friday, Monday after Easter, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving, Friday After Thanksgiving, Day Before Christmas, Christmas, Day After Christmas, and the Day Before New Year's (provided school is not in session on any of those days).

**b. Sick Days**

The Superintendent shall be allowed 12 days of leave per contract year for sickness. Unused sick days may accumulate up to a maximum of 100 total days.

**c. Personal Days**

The Superintendent shall be allowed 3 days of leave per contract year for personal business which, if not used, shall accumulate as sick leave, except at no time may the Superintendent's accumulated sick leave exceed 100 total days.

**d. Travel Expenses**

The Superintendent shall receive automobile mileage reimbursed at the IRS rate per mile for travel for school related business outside the District and other travel expenses approved by the Board for activities related to his position.

**e. Membership Dues**

The Board shall pay the annual membership dues of the Superintendent's membership in educational, professional and local civic organizations as approved by the Board.

**f. Insurance**

Upon proper application and acceptance for enrollment by the insurance underwriter, policyholder, or third party administrator, the Board shall make monthly premium payments on behalf of the Superintendent and his eligible dependents for the following insurance programs: Health, Dental, Term Life Insurance (in an amount no less than three times the Superintendent's annual salary), Vision, and Long Term Disability.

The Board reserves the right to change the identity of the insurance carrier, policy holder, 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 contract. The Board shall not be required to remit premiums for any insurance coverages for the Superintendent and his eligible dependents if enrollment or coverage is denied by the insurance underwriters, policy holder, 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. The 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.

The Superintendent agrees that the Board has the right to allocate to the Superintendent responsibility for a portion of the premium for the insurance coverages specified in this paragraph, as may be determined by the Board, in its discretion. However, this contribution

shall not be less than the amount determined by the Board to be necessary to comply with the Publicly Funded Health Insurance Contribution Act, 2011 PA 152. The Board will notify the Superintendent of the premium amount for which he is responsible in excess of the Board-paid premium contributions. The Superintendent agrees that the amount of premium contributions designated by the Board as the Superintendent's responsibility shall be payroll deducted from the Superintendent's compensation.

**g. Conferences**

With prior approval of the Board, the Superintendent shall be reimbursed per Board policy for all expenses relating to his attendance at a national conference. State conferences will be reimbursed in accordance with Board policy.

**h. Tax Sheltered Annuity**

Payroll deductions shall be available for existing tax deferred annuity programs and supplementary insurance coverage provided.

**i. Reimbursement for Accumulated Sick Days**

If the Superintendent continues his employment through the term of this contract or through the term of any subsequent contract extension or if he retires through the Michigan Public School Employees Retirement System, upon his separation from employment with the District, upon his separation from employment or retirement the Superintendent shall receive a one-time severance grant in the amount of one-hundred dollars per accumulated sick day, for a maximum grant of \$10,000. If the Superintendent resigns his employment, or if the Board terminates this contract pursuant to paragraph 10, the Superintendent forfeits all accumulated sick days.

**10. Termination**

- a. The Superintendent agrees to give 90 days' written notice to the Board of his intention to terminate this contract or to resign his employment.
- b. The Board may terminate this contract for a reason that is not arbitrary or capricious including, but not limited to: willful violation by the Superintendent of rules, regulations, directives, or policies of the Board; violation of any of the terms of this contract; misconduct; incompetence; or lack of legal qualifications.
- c. Before terminating this contract pursuant to this paragraph, the Board shall provide the Superintendent written notice of its reasons for considering termination and an opportunity for the Superintendent to respond to those reasons at a hearing of the Board.
- d. In the event of involuntary termination of this contract as set forth in subparagraph (b) above, the Superintendent shall be entitled to compensation only for services rendered and benefits accrued to the date of termination at the salary rate then in effect, exclusive of any accumulated sick or vacation days.

- e. The foregoing standards for termination of this contract during its term shall not be applicable to non-extension pursuant to paragraph 4 of this contract or nonrenewal of this contract pursuant to paragraph 5 at the expiration of its term, which decision is discretionary with the Board of Education.
- f. This contract shall be automatically terminated in the event of the death of the Superintendent. In the event of the Superintendent's death during the term of this Agreement, the Board shall pay the Superintendent's heirs for the Superintendent's accumulated sick days, up to a maximum of \$10,000, and any salary earned prior to death.

#### **11. Leave of Absence, Medical Examinations, and Inquiries**

In the event of the Superintendent's mental or physical incapacity to perform the duties of his office, he shall be granted an initial leave of 90 workdays for purpose of recovery. The Superintendent shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the ninety 90 workday period to be unpaid. Insurance premium payments shall be made on behalf of the Superintendent during this period to the extent required by law. Upon utilizing leave under this provision, the Superintendent shall furnish medical certification to the Board certifying the necessity for the leave. If the Board has reason to doubt the validity of the medical certification supplied by the Superintendent, it may require a second opinion, at Board expense.

The Superintendent may request a 90 work day unpaid leave extension in the event of his physical or mental inability to return to work at the expiration of the initial leave period, as described above, provided that the Superintendent provides the Board medical documentation stating that there is a good prognosis that the Superintendent will be able to resume his duties at the conclusion of the extended leave interval. Any leave extensions are within the sole discretion of the Board.

If the Superintendent is unable to 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 returning to work after a leave of absence for a serious health condition, the Superintendent shall provide to the Board a fitness for duty certification from the Superintendent's health care provider. A second opinion may be required by the Board, at its expense, unless requiring a second opinion is precluded by the Family and Medical Leave Act.

The Superintendent shall submit to such medical examinations, supply such information, and execute such documents as may be required by an underwriter, policyholder or third party administrator providing insurance programs specified under the contract. Additionally, upon request of the Board, the Superintendent shall authorize the release of medical information necessary to determine if the Superintendent is capable of performing the essential job functions required by his assignment, with or without reasonable job accommodations. Any physical or mental examination or disclosure of such information required of the 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. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.

**12. Applicable Law**

This contract and all terms and conditions contained herein shall be governed by the laws of the State of Michigan. If any provision of this contract is contrary to law, then that provision shall be deemed invalid.

**13. Entire Agreement**

This agreement constitutes the sole and entire existing contract between the parties and supersedes and cancels all prior agreements, all prior practices, whether written or oral, and expresses all obligations of, and restrictions imposed upon the Board and the District. Any amendment hereinafter shall only be valid if in writing, approved by the Board and signed by both parties.

**14. Employment Dispute Resolution**

In the event of any dispute between the parties 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 Uniform 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 the Superintendent arising from the Superintendent'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.

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, the right to appointment of a neutral arbitrator, the right to reasonable discovery and the right to a fair hearing.

The arbitrator's fee and the costs imposed by the American Arbitration Association for any arbitration proceeding shall be shared equally by the Board and the Superintendent.

Except as otherwise provided by law, any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within 180 days of the facts giving rise to the dispute or within 180 days from the Superintendent's discharge from

employment, whichever is first. The decision and award of the arbitrator shall be final and binding and judgment thereon may be entered in a court of competent jurisdiction.

IN WITNESS WHEREOF, the President and Secretary of the Board and the Superintendent have hereunto set their hands December 9, 2019.

VAN BUREN PUBLIC SCHOOLS

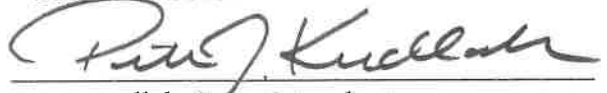


President, Board of Education



Secretary, Board of Education

SUPERINTENDENT



Peter Kudlak, Superintendent