

**SUPERIOR CENTRAL SCHOOL
SUPERINTENDENT/6-12 PRINCIPAL
2021-2022, 2022-2023, 2023-2024
CONTRACT**

THIS CONTRACT OF EMPLOYMENT (subsequently referred to as “Contract” or “Agreement”) by and between the Board of Education of Superior Central School District (“Board of Education”, or “School District”) and William Valima (“Employee”). The terms of the Contract are provided below.

1. **TERM.** Employee is employed for the period from July 1, 2021 through June 30, 2024, subject to extension, nonrenewal and discharge as provided in this Contract.
2. **DUTIES.** Employee agrees to serve the School District and to faithfully perform the duties of Superintendent/6-12 Principal, or the duties of such other position as may be assigned by the Board or it’s Superintendent in the exercise of discretion, in a competent and professional manner in compliance with the laws, rules and regulations applicable to the School District and in compliance with policies, regulations and practices of the Board of Education. If directed by the Superintendent, Employee shall attend Board meetings.
3. **QUALIFICATIONS.** Employee represents that he possesses and shall maintain all certificates, credentials, and qualifications required by law, including Michigan Department of Education rules and regulations, and those required by the Board to serve in the position assigned.
 - A. Employee shall furnish and maintain for the duration of this Contract in the School District administrative offices evidence that he satisfies the requirements of state and federal laws, rules and regulations for the position to which he is assigned.
 - B. As a condition of his continued employment, Employee also agrees to meet all continuing education requirements for the position assigned, as may be required by law or by the Michigan State Board of Education.
 - C. If at any time Employee fails to maintain all certificates, credentials, continuing education requirements, or qualifications for the assigned administrative position, this Contract shall automatically terminate and the Board shall have no further contractual obligations.
4. **PERFORMANCE EVALUATION.** Annually, during the term of this Contract, the Superintendent shall evaluate the performance of Employee and subsequently shall review Employee the evaluation of his performance, unless otherwise mutually agreed. It is understood that the evaluation is subject to the requirements of the recently enacted Section 1249 of the Revised School Code, 2009 PA 205, MCL 380.1249, using multiple rating categories that take into account student growth data as a significant factor.
5. **EMPLOYMENT “AT WILL”.** The Board specifically reserves to right to not extend or to not renew this Agreement regardless of cause or reason (excepting same shall not be arbitrary or capricious), but subject only to the laws of the State of Michigan and the United States. Contract nonrenewal is addressed immediately below. Further, the Employee is subject to discharge as provided below in No. 6.

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6. **RENEWAL/NONRENEWAL.** The contract is subject to renewal and nonrenewal.
- A. The Board may, by affirmation action, extend the Contract for an additional term, with Employee's salary subject to negotiation.
 - B. The Board acknowledges that unless it takes affirmative action to non-renew the Contract in a timely manner, the Contract will be renewed for an additional year.
 - C. Non-renewal of the Contract may only be done consistent with the provisions of Section 1229 of the Revised School Code, MCL 380.1229. Action to non-renew the Contract would be required at not less than two (2) Board meetings, with appropriate written notices required to be sent to Employee, as provided immediately below:
 - 1. On or before March 31, 2024 (or this date in a subsequent year if the Contract has not been non-renewed or if the Contract has been extended), the Board is considering non-renewal of the Contract and must deliver written notice to Employee of its action. Employee must also be advised in the notice that he will have the opportunity to meet with not less than majority of the board to discuss the reason(s) why the Board is considering non-renewal at a subsequent meeting not less than 30 days following receipt of the notice.
 - 2. Following the actions in (1.) immediately above, on or before May 1, 2024 (or this date in a subsequent year if the Contract has not been non-renewed or if the Contract has been extended), the Board must adopt a motion non-renewing the Contract for a reason(s) that is neither arbitrary nor capricious and must deliver appropriate written notice of its action to Employee.
7. **DISCHARGE.** Employee shall be subject to discharge from his employment with the School District during the term of this Agreement for proper and stated cause, including, but not limited to, loss of confidence in the Employee, commission of an act of moral turpitude, misconduct, dishonesty, theft, fraud, insubordination, incompetency, breach of confidentiality, unauthorized use of School District property, use or being under the influence of intoxicating beverages or controlled substances on School District property or at School District sponsored event, unauthorized possession of a dangerous weapon on School District property or at a School District sponsored event, conviction of a crime (misdemeanor or felony), any material breach of Employee's obligations under this Agreement (such as those provided by No. 2 Duties, No. 3. Qualifications, above), but the Board shall not arbitrarily and capriciously dismiss him. No discharge shall be effective until written charges have been served upon him and he has had an opportunity for a fair hearing before the Board after ten (10) calendar days' notice in writing. However, the Board is not required to give Employee an opportunity to correct any deficiencies or areas of concern referenced in this section. The hearing shall be public or private at the option of Employee. At such hearing, he may have legal counsel at his own expense.
8. **TENURE EXCLUSION.** The above named person shall not acquire tenure as an administrator in the position of Superintendent/6-12 Principal, in any non-classroom position or in any other non-teaching position to which he may be assigned.

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9. COMPENSATION

- A. The Board agrees to pay Employee for his services for 2021-22 in the amount of \$103,577 (225 day). The employee shall receive a three percent (3%) increase in salary each July 1st of this contract upon a performance rating by the Board of the previous contract year of “effective” or “highly effective”.

- B. The Board agrees to purchase an annuity in the amount of \$5,000.00 in a tax-deferred annuity program of the Employee's choosing. The tax-deferred annuity shall be paid to the annuity company selected by the Employee in twenty-six (26) equal bi-weekly installments beginning with the commencement of the contract. The Employee may elect to increase his contribution to the tax-deferred annuity program by authorizing the School District to deduct additional sums of money from his bi-weekly pay.

- C. Consistent with Section 1250 of the Revised School Code, Employee’s job performance and job accomplishments will be significant factors in determining any adjustment to Employee’s compensation. Employee shall work each day students are in attendance.

10. FRINGE BENEFITS. Benefits to be provided Employee are:

- A. Insurance Coverage:
 - 1. Full Family Health Coverage
 - 2. Vision Insurance (VSP+)
 - 3. Dental Insurance (80% Basic, 80% Major)

Coverage is subject to eligibility criteria and all rules and terms and conditions of the policy selected by the School District. Should insurance coverage be denied for Employee or any dependent, the Board is not required to pay any premiums for any coverage denied. Consistent with the recently enacted Public Act 152 for 2011 (2011 P.A. 152), Employee will be required to contribute toward the cost of health insurance premiums as a condition to enrolling and participating in the medical benefit plan referenced above. (The Board as elected the hard cap option under P.A. 152) Employee authorized appropriate for the required contribution amount.

- B. Leave Time
 - 1. Sick leave amounting to eleven (11) days annually, accumulated to 150 days.
 - 2. Personal business days, four (4) annually; unused personal business days shall accumulate as sick days.

- C. Subject to budgetary considerations the School District will reimburse Employee for:

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1. Reasonable, necessary and receipted expenses for professional conferences and conventions.
2. Tuition for course work required for administrator certification and/or appropriate courses for professional development.
3. Dues to not more than one state professional organization.

D. Retirement benefits upon termination of employment with the School District.

1. To qualify for retirement benefits, Employee must:
 - a. Have worked at least ten (10) years at Superior Central.
 - b. Show proof of retirement from MPSERS.
 - c. Notify the Board of intent to retire including the last date of employment, no later than January 1st of the fiscal year in which the retirement will take place.
 - d. Submit an executed letter of resignation, which resignation has been accepted by the Board of Education.
2. Benefits shall be calculated using the Employee's number of accumulated leave days multiplied by the rate indicated below. Accumulation of leave days for payment will be capped at 150 days.

<u>Completed Full Years service at Superior Central</u>	<u>Rate</u>		<u>Accumulated Leave Days</u>
10-14	\$125 day	x	_____
15-19	\$150 day	x	_____
20-24	\$175 day	x	_____
25- +	\$190 day	x	_____

3. Benefits shall be paid in equal installments over (5) years/60 months. The initial payment shall be made not less than 60 calendar days following Employee's last day of employment.
4. Benefits terminate upon death. They are not intended to be a survivor benefit.

11. **BREACH.** In the event of a breach on the part of either party to this Contract, nothing contained in this Contract shall be construed to render the obligations of either party null and void.

12. **LIABILITY PROTECTION.** The Board shall maintain a liability insurance policy with Employee covered as an insured subject, however, in all respects to the rules, regulations and contractual provision, including eligibility, of the carrier/provider.

13. **ENTIRE AGREEMENT:** This agreement contains the entire agreement and understanding by and between the Board and Employee with respect to the employment of Employee and no representations, promises, contracts or understanding, written or oral, not contained in this document or its Addendums, shall be of any force or effect. All prior agreements pertaining to, connected with or arising in any manner out of the employment of Employee by the Board, are hereby terminated and shall be of no force or effect whatsoever subsequent to the execution of this Agreement. No change or modification of this Agreement shall be valid or binding unless it is in writing and signed by Employee and on behalf of the Board. No valid waiver of any provision

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of this Agreement, at any time, shall be deemed a waiver of any other provision of this Agreement at such time or at any other time.

14. **LIMITATIONS PERIOD:** Employee agrees that any claim or suit arising out of his 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. Employee 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 in this Contract and expressly 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 lawsuit, it is the parties' intent that the court shall enforce this provision to the extent possible and declare the lawsuit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.

15. **ENFORCEABILITY:** If any provision(s) of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void or becomes invalid due to legislative enactment, this Agreement shall continue in full force and effect without said provision(s). If any term of this Agreement is determined not to be legally enforceable as written, the provision will be enforced to the extent permitted by the law.

On behalf of **SUPERIOR CENTRAL SCHOOL DISTRICT
BOARD OF EDUCATION**

Dated: _____

By: _____

Its: _____

EMPLOYEE

Dated: _____

By: _____