

**BRONSON COMMUNITY SCHOOLS
EMPLOYMENT CONTRACT - SUPERINTENDENT OF SCHOOLS**

Pursuant to Section 1229(1) of the Revised School Code and in accordance with the action found in the December 17, 2019 meeting minutes of the **Board of Education** ("Board") of the **Bronson Community Schools** ("District"), the Board employs Steve Wilson ("Superintendent") according to the terms and conditions of this Contract as specifically described below.

1. **Term.** The Superintendent is employed for a three and one half (3 1/2) year period from January 6, 2020 through June 30, 2023, subject to extension, non-renewal, and termination as provided in this Contract.

2. **Contract Extension.** Any extension of this Contract requires the express approval of the Board. Not later than March 30, 2022, the Board shall review this Contract with the Superintendent and determine whether it will be extended beyond June 30, 2023.

3. **Qualifications.** The Superintendent represents that he/she possesses and will maintain all certificates, credentials, and qualifications required by law, including Sections 1246 and 1536 of the Revised School Code, Michigan Department of Education regulations, and those required by the Board to serve in the position assigned.

A. As a condition of continued employment, the Superintendent will meet all continuing education requirements for the position assigned, as may be required by law or by the Michigan State Board of Education, and/or the Michigan Superintendent of Public Instruction

B. If at any time the Superintendent 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 obligation under its terms.

4. **Duties.** The Superintendent shall faithfully and diligently perform the duties of Superintendent as required by law and as prescribed by the Board, as well as those duties that may be further established, modified, or amended from time to time by the Board.

A. The Superintendent acknowledges the ultimate authority of the Board as to his/her duties and agrees to faithfully perform those duties and to diligently implement the Board's policies and education programs.

B. The Superintendent will devote his/her talents, skills, efforts, and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned, including compliance with the directives of the Board to carry out its policies and educational programs.

C. The Superintendent agrees to comply with and fulfill all responsibilities and tasks for which he/she is responsible as required by state and federal law, as well as by the Board through its policies, regulations, and directives.

D. The Superintendent pledges to use his/her best efforts to maintain and improve the quality of District operations and to constantly promote efficiency in all areas of his/her responsibility.

5. **Compensation.** The Superintendent's base salary for the 2021-2022 Contract year shall be One Hundred Eighteen Thousand, Seven Hundred and Sixty-Six Dollars (\$118,766.00) in consideration of his/her performance of the duties and responsibilities of the position assigned in conformance with the Board's requirements and expectations.

A. The Superintendent's annual salary shall be in twenty-six (26) substantially equal bi-weekly installments during the applicable twelve (12) month period of July 1 — June 30.

B. The Board retains the right to additionally increase the Superintendent's annual salary during the term of this Contract, but in no event shall the salary be less than that for the previous Contract year.

C. Any adjustment in salary made during the term of this Contract shall be in the form of a written amendment and, when executed by the Superintendent and the Board, shall become a part of this Contract.

E. Consistent with Section 1250 of the Revised School Code, the Superintendent's job performance and job accomplishment will be significant factors in determining any adjustment to the Superintendent's compensation. See MCL 380.1250.

6. **Tax-Deferred Annuity.** The Board shall contribute an amount equal to five thousand dollars (\$5,000) to a 403b annuity designated by the Superintendent from a list of eligible programs available through the District's 403b Plan. The Board shall remit this contribution on a monthly basis at the rate of 1/12" of the annual total. Amount to be pro-rated the first year to two-thousand, five hundred dollars (\$2,500) contributed at a rate of 1/6th.

7. **Business Expenses.** Consistent with Board Policy, the Board will reimburse the Superintendent for all reasonable and necessary business-related expenses resulting from the performance of his/her duties as Superintendent, including travel, meals, and lodging in accordance with the District's per diem expense and reimbursement procedures. The Superintendent shall present an itemized account of these expenses in the manner determined by the Board. Mileage shall be reimbursed at the IRS rate

8. **Professional Meetings and Conferences.** The Board shall permit a reasonable amount of time for the Superintendent to attend such professional programs and pay for the necessary registration fees, travel, and subsistence expenses, as approved by the Board, and in accordance with Board policy.

9. **Professional Dues.** The Board will pay the Superintendent's Association dues in State and National professional organizations, not to exceed three membership dues in any one year.

10. **Insurance Programs.** Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder, or third-party administrator, the Board shall make premium payments on behalf of the Superintendent and his/her eligible dependents for the following insurance programs, subject to possible modification as stated in § 11 below.

- A. The Board shall fully pay the premiums of the Superintendent's insurance program, except for health insurance and prescription drug coverage (which is the current plan for administrators and support staff through the current Board-approved carrier).
 - (1) The fully-paid insurance program coverages include dental, vision, life, and accidental death and dismemberment.
 - (2) The Board's contribution toward the premium for health insurance and prescription drug coverage shall not be less than the statutory limit necessary to comply with the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. Any premium amount exceeding the statutory limitation shall be payroll-deducted from the Superintendent's compensation.
- B. The Superintendent may elect to instead receive a monthly cash in lieu of insurance benefits payment in the amount of Four Hundred Sixteen Dollars and Sixty-Seven Cents (\$416.17). This benefit is not permitted if the Superintendent's spouse is a full-time District employee.
 - (1) The election of this option is initiated by completing Form B-41 and submitting it to the Business Office during the open enrollment period. Once this election is made, the Superintendent may not change this status until the following election period.
 - (2) Payments will be made twice per Contract year — during the second payrolls in January and June.
- C Term life insurance with a face value of One Hundred Thousand Dollars (\$100,000).
- D. Group Basic Term Life Insurance of Fifteen Thousand Dollars (\$49,000.00), including an additional Fifteen Thousand Dollars (\$49,000,000).
- E. Group Accidental Life and Dismemberment Benefit.
- F. Group long-term disability insurance providing a monthly benefit of 66-2/3% of salary up to a maximum of Five Thousand Dollars (\$5,000) per month. Benefits will not accrue beyond the longer of: the duration of Benefits as listed in the policy; or Normal Retirement Age as defined by the 1983 amendment to the United States Social Security Act and is determined by your year of birth. The Superintendent may also select a Voluntary Short Term Disability plan at his/her expense through the same vendor.

11. **Insurance Contracts.** The Board reserves the right to change the identity of the insurance carrier, policyholder, or third-party administrator for any of the coverage for the plans and programs identified in § 10, if comparable coverage (as determined by the Board) is maintained

during the term of this Contract.

- A. The Board is not required to remit premiums for any insurance coverage for the Superintendent and his/her eligible dependents if the insurance underwriter, policyholder, or third-party administrator denies enrollment or coverage.
- B. 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.
- C. The Superintendent is responsible for ensuring the completion of all forms and documents needed to receive the above-described insurance coverage.
- D. 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.

12. Holidays. Consistent with the District's calendar, the Superintendent is entitled to the following paid holidays for which no service to the District is required: New Year's Day (January 1), Good Friday (if school is not in session), Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Break, and Spring Break. If the holiday falls on a Saturday, observe Friday; if the holiday falls on a Sunday, observe Monday.

13. Vacation. The Superintendent is employed on the basis of 260/262 days of work per Contract year (July 1 - June 30), as scheduled by the Board. To be pro-rated to 127/262 The Superintendent shall be granted vacation time of fifteen (15) days per Contract year, pro-rated to 7.5 days in the first year. in addition to the holidays recognized by the District and identified in § 12 above.

- A. Vacation days are granted at the beginning of the Contract year, but accrue at the rate of 1/12" of the allotment of vacation days per month. If the Superintendent's employment is separated from the District before the end of the Contract year, the vacation days will be pro-rated.
- B. The Superintendent shall schedule use of vacation days in a manner to minimize interference with the School District's business and orderly operation. All vacation scheduling is subject to the approval of the Board President.
- C. Vacation days must be used within the Contract year for which they are made available. The Superintendent shall not receive any additional compensation in lieu of unused vacation days, without the express agreement of the Board.

14. Sick Leave Days. If the Superintendent is absent from duty due to personal illness, he/she shall be allowed full pay for a total of twelve (12) days per Contract year. To be pro-rated to six (6) days in the first year. The Superintendent shall maintain a record of the leave days used and report the use of leave days to the payroll clerk for proper processing.

15. **Personal Business Days-** The Superintendent is entitled to two (2) days granted for the conduct of personal affairs. These days may be used for matters of an urgent and crucial nature, which require the personal attention of the Superintendent and cannot be tended to at an alternative time that does not interfere with the duties of employment. Personal days shall be taken as one (1) or one (1/2) day units. To be pro-rated to one (1) day in the first year.

16. **Other Fringe Benefits.** The fringe benefits in the Master Agreement between the Board and the Bronson Education Association shall accrue to the Superintendent if those benefits were in effect at the time of the signing of this Contract. The implementation into the Superintendent's Contract of any changed benefits in a new Master Agreement between the Bronson Education Association and the Board shall be expressly approved by the Board and the Superintendent. To the extent that other fringe benefits referenced in this paragraph conflict with the express terms of the Superintendent's Contract, the Superintendent's Contract shall control.

17. **Medical Examination.** The Superintendent shall submit to such medical examinations (including drug or alcohol tests), 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, or as may be directed by the Board to determine the Superintendent's ability to perform the essential job functions required by his/her assignment, with or without reasonable job accommodation(s).

- A. Further, the Board may require the Superintendent to submit to a comprehensive medical examination on an annual basis and shall submit to the Board President a statement from the examining physician about the Superintendent's ability to perform the essential job functions required by his/her assignment, with or without reasonable job accommodation(s).
- B. Upon the Board's request, the Superintendent shall authorize the release of medical information necessary to determine if the Superintendent is able to perform the essential job functions required by his/her assignment, with or without reasonable job accommodation(s).
- c Any medical or psychological examination or disclosure of such information required of the Superintendent by the Board shall be job-related and consistent with business necessity.
- D. Any medical or psychological examination under this section shall be at Board expense and shall be conducted by appropriate medical personnel of the Board's choice.
- E. Any information obtained from medical or psychological examinations or inquiries shall be confidential. The Superintendent may receive the results of Board-ordered tests and examinations upon written request.

18. **Performance Evaluation.** The Superintendent's performance shall be evaluated by the Board, at least annually. This evaluation process shall comply with Section 1249b of the Revised

School Code (or its successor provision), using multiple rating categories that take into account student growth data as a significant factor. See MCL 380.1249b.

19. **Assignment.** The Superintendent is subject to assignment and transfer to another administrative position of employment with the District at the Board's discretion. In the event of such assignment/transfer, the Superintendent's salary and other group benefits shall be those as stated in this Contract, or as such other terms that may be mutually agreed by the Superintendent and the Board.

20. **Tenure Exclusion.** The Superintendent is not deemed to have been granted tenure in the administrative position initially assigned or to which he/she may be assigned or transferred or in any capacity other than that of a classroom teacher pursuant to the Michigan Teachers' Tenure Act.

21. **Resignation Notice.** The Superintendent shall provide a minimum of ninety (90) days written notice of resignation to the Board.

22. **Termination.** The Board is entitled to terminate the Superintendent's employment at any time during the term of this Contract when the Board determines that the Superintendent has engaged in any act of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if the Superintendent materially breaches the terms and conditions of this Contract, or for any other basis that constitutes good and just cause.

- A. The foregoing standard for termination of this Contract during its term does not apply to nonrenewal of this Contract at the expiration of its term, which decision is discretionary with the Board and is governed by Section 1229 of the Revised School Code, MCL 380.1229.
- B. If the Board undertakes to dismiss the Superintendent during the term of this Contract, he/she shall be entitled to written notice of charges and an opportunity for a fair hearing before the Board no sooner than ten (10) days after written notice of the charges. This hearing shall be public or private at the Superintendent's option. The Superintendent may have legal counsel attend this hearing, at the Superintendent's expense.
- C. If the Board terminates the Superintendent's employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further contractual obligation to the Superintendent.

23. **Arbitration.** If a dispute relating to the Superintendent's termination arises during the term of this Contract, the parties agree to submit such dispute to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes, as administered by the American Arbitration Association, and shall comply with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.

- A. The parties intend that this process of dispute resolution shall include all contract and statutory claims advanced by the Superintendent arising from his/her termination 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. Instead, this agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings.

- B. This agreement to arbitrate means that the Superintendent 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, the Superintendent has 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, the Superintendent, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.
- C. The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and the Superintendent, subject to the Superintendent's right to seek to tax such fees as costs against the Board.
- D. Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within ninety (90) days of the effective date of the Superintendent's termination during the term of this Contract. The arbitrator's Decision and Award shall be final and binding and judgment thereon may be entered in the Branch County Circuit Court.

24. **Limitations.** The Superintendent agrees that any claim or suit arising out of his/her 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. The 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 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 will 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.

25. **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.

- A. Any prior agreement (written or oral) pertaining to the terms of this Contract is cancelled and superseded by this Contract. Provided, however, that this Contract is voidable under the Revised School Code's provisions pertaining to criminal history and records checks.
- B. No change or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board as reflected in its minutes, and signed


by the Superintendent and the President and Secretary of the Board.

C. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provisions of this Contract at such time or at any other time.

26. **Voidability.** 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 without said provision(s).

27. **Authorization.** This Contract is executed on behalf of the District pursuant to the authority contained in the Board resolution adopted on December 17, 2019, the same being incorporated herein by reference.


Dated: 7/27, 2021

By: 
Stephen Wilson
Superintendent

Dated: July 28, 2021

By: 
Janet Byler, Board President

Dated: July 29, 2021

By: 
Brenda Kelley, Board Secretary