

Contract of Employment

Superintendent

It is hereby agreed by and between the Board of Education of the Capac Community School District, located in St. Clair and Lapeer Counties in the State of Michigan (hereinafter, the "Board") and Levi Jeffrey Terpenning (hereinafter, the "Superintendent"), that pursuant to Section 1229(1) of the Revised School Code, the Board in accordance with its action found in the minutes of the meeting held on the 25th of June 2020 has and does hereby employ the said Levi Jeffrey Terpenning for a one (1) year period commencing on July 01, 2020 and ending June 30, 2021 according to the terms and conditions as described and set forth herein as follows:

1. Superintendent Evaluation and Contract Extension Consideration

Annually, but no later than the last day of December of each year during the term of this contract, the Board of Education shall review with the Superintendent, his performance as Superintendent as required by MCL 380.1249 and MCL 380.1249b. using an evaluation instrument with multiple rating categories, one that takes into account data on student growth as a significant factor and established performance goals, and one that is mutually agreeable and in compliance with the above-mentioned laws. Upon completion of the formal evaluation, the Board of Education shall consider a one-year renewal/extension of the contract and take formal action on that consideration by no later than 30 days following the completion of the evaluation.

2. Compensation

a. Salary

The Board agrees to employ the Superintendent at a rate of one hundred five thousand dollars (\$105,000).

b. Merit Compensation - no merit compensation for 2020-2021

The Superintendent shall receive an annual merit compensation bonus based upon his/her performance, of up to .0015% of his/her annual salary (or you can pick another amount of percent) if he/she is rated Highly Effective on his/her annual evaluation. The Superintendent shall receive .001% (or you can pick another percent, or combine the two for both an effective and highly effective rating) of his/her annual salary if he/she is rated Effective on his/her annual evaluation. The Superintendent shall not receive any bonus if he/she is rated Minimally Effective or Ineffective on his/her annual evaluation.

c. Annuity - no annuity for 2020-2021

1. The Board will pay 0 % each year of the contract to a tax-deferred annuity through a company selected by the Superintendent. or
2. The Superintendent will receive an annual tax-deferred annuity contribution in the amount of \$0 for an annuity with the company to be selected by the superintendent (or, if your district has a list of companies already for the teachers) \$0for an annuity with the company to be selected by the superintendent from a list of eligible programs approved by the School District.

3. Benefits

The Superintendent shall be entitled to the following benefits:

- a. The Board of Education agrees to pay the employer's contribution to the Michigan School Employees' Retirement System.
- b. The Board of Education agrees to provide to the extent permitted under PA 152 and consistent with the benefits provided to the Administrator Group, either 80% of the premium or the hard cap as defined under PA 152 at the Board's sole discretion, for full family health care and insurance benefits in the form of MESSA Choices Pak, or upon agreement by both the Board and other administrators, another insurance plan of comparable modifiers. In lieu of health insurance, the District agrees to pay a sum of two thousand dollars (\$2,000) applicable to Capac Community Schools' Cafeteria Plan.
- c. The Board of Education agrees to provide family vision insurance as part of the MESSA Choices Pak health or comparable insurance plan.
- d. MESSA Choices Pak Long Term Disability (LTD) or comparable plan 66.6% of pay to a max of five thousand five hundred dollars (\$5,500 per month, 90-day waiting period, freeze on offsets, 2 year limit on drug/alcohol and mental/nervous disabilities.
- e. The Board of Education agrees to provide the Superintendent with term life insurance in the face amount equal to two (2) times the amount of his or her annual salary.
- f. The Board of Education agrees to provide the Superintendent with MESSA Choice Pak or comparable dental insurance 80/80/50 - \$1,000 maximum orthodontia.
- g. The Superintendent shall be credited with twelve (12) sick days annually. The superintendent may accumulate a maximum of one hundred and twenty five (125) sick leave days. After October 31st any unused sick days, from the previous school year, over the allowable 125 will be paid to the superintendent at

the per diem rate.

h. The Superintendent is entitled to two (2) days of personal leave each year which may be utilized for personal business that cannot reasonably be conducted at other times (not for vacation or recreational purposes). Personal leave days will not be deducted from the Superintendent's sick leave accumulation, and any unused personal leave days will be added to the Superintendent's sick leave accumulation the following year.

i. The Administrator will receive the following holidays: July 4, the Friday before Labor Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, the days between Christmas and New Year's Eve, New Year's Eve, New Year's Day, Day after New Year's Day, Winter Recess (2 days), Good Friday, the Monday following Easter, and Memorial Day when they are not scheduled student days.

If July 4th, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day falls on a Sunday, the following Monday shall be considered the holiday. If any of the holidays designated in this paragraph fall on a Saturday, the previous Friday shall be considered the holiday.

k. The Superintendent shall be provided with up to three (3) bereavement days for each occurrence to be used for deaths in the immediate family of the Superintendent or spouse. Immediate family shall be defined as father, mother, spouse, brother, sister, child, grandparents, grandchildren or a dependent of the immediate household.

m. The Superintendent is entitled to twenty (20) days' vacation each year, exclusive of legal holidays, and will notify the Board President of the dates. 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 October 31st in a subsequent school year only. After October 31st any unused vacation days, from the previous school year, will be paid to the superintendent at the per diem rate.

n. The Board will reimburse the Superintendent for any out-of-pocket expenses, including mileage (IRS reimbursement rate), incurred on behalf of the District upon presentation of an itemized statement.

o. The superintendent will be compensated fifty dollars (\$50.00) per month in support of an electronic device (including a cell phone) of their choosing.

p. Breakfast and lunch to be provided by the District Cafeteria. Cost not to exceed \$1,200.00 per year

4. The Superintendent will hold and maintain throughout the life of this contract all valid and appropriate certificates to act as Superintendent of Schools in the State of Michigan. If required by law or as directed by the Board of Education and the Superintendent hereby agrees to devote his time, skill, labor, and attention to said employment during the term of this contract. Failure of the Superintendent to maintain the appropriate certification will be just cause for the Board to terminate this contract. The Board agrees to pay for the Superintendent's annual certification fee.

5. The Superintendent will be subject to the direction and control by the Board of Education, shall perform the duties defined by law and such other duties as shall be delegated to him by the Board, and shall comply with all Board policies.

6. The Board may require that the Superintendent has a comprehensive medical examination as may be deemed necessary, or every school fiscal year, whichever occurs more frequently. If such examination is required, a statement shall be filed with the Secretary of the Board certifying the physical fitness and physical capability and/or mental competency of the Superintendent to perform duties. The Board shall treat this statement as confidential information and the cost of the said medical report will be borne by the District. The Board shall be entitled to terminate this contract during its term in the event of the Superintendent's inability to perform his position responsibilities for a period of ninety (90) consecutive days or more due to mental or physical disability.

7. The Superintendent shall be subject to discharge for just cause. 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 the ten (10) days' notice in writing. Said hearing shall be public or private at the option of the Superintendent. At such hearings, he may have legal counsel at his own expense. In the event the Board of Education terminates this contract before its expiration under this section, the Superintendent shall have the right to contest such decision through arbitration under the rules of the American Arbitration Association. The arbitrator shall be selected and the hearing conducted under such rules. The location of the hearing shall be at the offices of the School District or such other location as the parties agree. The sole responsibility of the arbitrator shall be to determine if there was just cause for the discharge and the arbitrator shall render a written decision which shall, at a minimum include specific factual findings regarding whether or not just cause for discharge existed. In the event the arbitrator determines the Board of Education did not have just cause for discharge, the Board of Education shall have the option of reinstating the

Superintendent with back pay or paying the back pay award and the balance due through the term of this Agreement for any remaining years, as if notice of non-renewal had been given, along with any benefits. The parties shall share equally the cost of the arbitrator and the American Arbitration Association and each shall pay their own legal fees.

8. The Superintendent shall not be deemed to be granted continuing tenure in the position of Superintendent or in any other non-classroom position.

9. The District shall pay the Association dues for up to two (2) entities of the Superintendent. Examples of these Associations include the American Association of School Administrators; the Michigan Association of School Administrators and the M.A.S.A. Region in which the School District is located, as well as other appropriate affiliations as approved.

10. The Superintendent is encouraged to attend workshops, conventions, and conferences with prior Board approval for the purpose of professional improvement.

11. By mutual agreement with the Board in advance, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations that do not interfere with the time available or the performance rendered by the Superintendent to satisfactorily perform his duties to the Board.

12. The Board agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, lawsuits, administrative or judicial proceedings brought against the Superintendent in his individual capacity, or in his official capacity as an agent and employee of the School District, provided the incident arose while the Superintendent was acting within the scope of his employment, so long as the action does not emanate from the intentional, reckless, criminal or tortious conduct of the Superintendent contrary to the District's interest or public policy. The Board shall provide public liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgments resulting from his functioning as Superintendent and limited to those situations identified above, will reimburse him for any portion of such expense and judgments not covered by insurance. In no case will individual Board Members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions, and

legal proceedings.

13. The Superintendent shall be provided paid moving expenses not to exceed three thousand dollars (\$3,000) when the Superintendent establishes residency within the School District, to move his household and all reasonable and customary items of the household.

14. The terms of this Agreement may be extended by the signing of an ADDENDUM OF AGREEMENT, modifying the dates of the Agreement and the compensation, as agreed upon.

In WITNESS WHEREOF, we have executed the Agreement on the 25th day of June, 2020.

Capac Community Schools

Superintendent

William Ellis
President of the
Capac Community Schools
Board of Education

Leví Jeff Terpenning
Capac Superintendent