

## **Sturgis Public School District 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 9, 2019 meeting minutes of the **Board of Education** (“Board”) of the **Sturgis Public School District** (“District”), the Board employs **Dr. Arthur C. Ebert** (“Superintendent”) according to the terms and conditions of this Contract as specifically described below.

1. **Term.** The Superintendent is employed for a three (3) year period from July 1, 2019 through June 30, 2022 subject to extension, non-renewal, and termination as provided in this Contract.

2. **Contract Extension.** On or before March 31st of each Contract year, the Board shall review this Contract and shall determine whether to extend the Contract for an additional year. The Board shall notify the Superintendent of its action no later than April 1st. If the Board takes no action by April 1st, the Contract shall extend for an additional Contract year. By March 1st of each year, the Superintendent shall, in writing, advise the Board of its duties under this provision.

3. **Qualifications.** The Superintendent represents that he possesses and will maintain through the term of this Contract 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 shall 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 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 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 will comply with and fulfill all responsibilities and tasks for which he is responsible as required by state and federal law, as well as by the Board through its policies, regulations, and directives.
- D. The Superintendent will use his best efforts to maintain and improve the quality of District operations and to constantly promote efficiency in all areas of his responsibility.

5. **Compensation.** The Superintendent's annual salary for the 2019-2020 Contract year shall be One Hundred Thirty-Eight Thousand One Hundred Sixty-Eight Dollars (\$138,168) in consideration of his performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board.

- A. On behalf of the Superintendent, the District shall pay directly to the Michigan Office of Retirement Services (ORS), the Superintendent's annual Member Investment Plan (MIP) contribution on the Superintendent's annual salary, which is to be paid directly to ORS seven percent (7%) contribution on the Superintendent's annual salary.
- B. The Superintendent's annual salary shall be in twenty-six (26) equal bi-weekly installments during the applicable twelve (12) month period of July 1 – June 30.
- C. The Superintendent's contractual salary constitutes the total compensation to be paid to the Superintendent for his professional services, regardless of the hours of service required to perform the job, and no overtime or additional compensation will be paid for such services except as otherwise specifically provided in this Contract.
- D. If the Superintendent receives wages under this Contract and leaves the District's employment, the Superintendent agrees to reimburse the District for all wages received for which no work was performed, unless the parties otherwise mutually agree.
- E. The Board retains the right to open the Contract on an annual basis to adjust the Superintendent's annual salary and other compensation during the term of this Contract. Any such adjustment shall not reduce the annual salary or other compensation below the amounts stated in this Contract unless otherwise mutually agreed by the Administrator.
- F. Any adjustment in salary or other compensation 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. Unless expressly stated in writing, any such adjustment amendment for salary or other compensation shall not be considered a new Contract or an extension of the Contract's termination date.
- G. 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 Eight Percent (8%) of the Superintendent's base salary per Contract year through 2020-2021 as a non-elective contribution to a 403b annuity designated by the Superintendent from a list of eligible programs available through

the District's 403b Plan. The contribution rate shall be 11% thereafter. This Board-paid contribution shall be made during the Contract year on a bi-weekly basis at the rate of 1/26<sup>th</sup> of the annual total and shall conform to the requirements of Internal Revenue Code Section 403b. The Superintendent's eligibility for this benefit is contingent on maintaining a performance evaluation rating of at least "effective" and not being subject to termination proceedings.

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 duties as Superintendent, including travel, meals, and lodging in accordance with the District's per diem expense and reimbursement procedures up to Five Thousand One Hundred Dollars (\$5,100) per Contract year. The Superintendent shall present an itemized account of these expenses in the manner determined by the Board.

8. **Mileage.** The Superintendent shall be paid the then-current IRS rate for mileage for all business-related travel outside the District.

9. **Professional Meetings.** The Superintendent may attend meetings at the local and state levels. With prior Board approval the Superintendent may attend meetings at the national level. Upon the presentation of an itemized account of reasonable and necessary expenses and consistent with Board policy, the Superintendent shall be reimbursed for related registration fees, tuition, travel, lodging, and reasonable meal expense. The Superintendent's time away from the District and his administrative responsibilities shall be limited and reasonable as determined by the Board.

10. **Professional Development.** The District will reimburse the Superintendent up to Two Thousand Dollars (\$2,000) per Contract year for all reasonable and necessary expenses incurred for successful completion of academic graduate level courses and professional development courses, as approved in advance by the Board, including but not limited to tuition, fees, textbooks, and mileage.

11. **Professional Dues.** The District will pay the Superintendent's dues for membership in the American Association of School Administrators (AASA), the Michigan Association of School Administrators (MASA), and the MASA Region VII. The Superintendent's membership dues in other professional organizations shall be paid upon Board approval.

12. **Service Organizations.** The District will pay the Superintendent's membership dues in one (1) local service organization per Contract year.

13. **Outside Activities.** The Superintendent may undertake non-District related activities (e.g., consultation work, speaking engagements, teaching, writings, lectures) provided prior approval is received from the Board. If the Superintendent receives compensation for such activities, he shall use vacation time to cover his absence from District work. If the Board, in its sole discretion, determines that any such activity interferes with the Superintendent's satisfactory performance of his duties, the Board may direct the Superintendent to stop his participation in some or all of those outside activities. The Board shall not have responsibility for any expense attendant to the performance of the Superintendent's outside activities.

14. **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 eligible dependents for the following insurance programs, subject to possible modification as stated in ¶ 15 below.

- A. Subject to Paragraph B., the Board shall pay the premiums for the same medical, dental, vision, and long-term disability insurance for the Superintendent on the same basis as premiums paid to other full-time professional administrative staff employed by the Board during the term of this Contract.
- B. The Board's contribution toward the premium for health insurance and prescription drug coverage shall not exceed 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.
- C. Term life insurance in an amount equal to two (2) times the nearest \$5,000 of the Superintendent's annual base salary.

15. **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 ¶ 14, 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 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 as to insurance benefits.

16. **Vacation.** The Superintendent is employed on the basis of fifty-two (52) weeks of work per contract year (July 1 - June 30), as scheduled by the Board. The Superintendent shall be granted vacation time of thirty (30) days per Contract year, in addition to the holidays recognized by the District and identified in ¶ 17 below.

- A. The Superintendent shall schedule use of vacation days in a manner to minimize interference with the District's business and orderly operation. The Superintendent shall schedule the use of his vacation for a time at which his presence and leadership are critical to the District as determined by the Board President.
- B. Vacation days must be used within the Contract year for which they are made available and shall not accumulate beyond the Contract year. The Superintendent may submit up to ten (10) unused vacation days at the end of each Contract year for reimbursement at a per diem pay rate

per unused vacation day.

- C. No compensation will be paid to the Superintendent for any unused vacation days upon his separation from employment with the District.

17. **Holidays.** Consistent with the District's calendar, the Superintendent is entitled to the following holidays for which no service to the School District is required: New Year's Eve Day, New Year's Day, Good Friday, Memorial Day, Independence Day, Friday before Labor Day, Labor Day, Thanksgiving and the day after Thanksgiving, Christmas Eve Day, and Christmas.

18. **Paid Time Off.** The Superintendent shall be granted the following paid time off. The Superintendent shall schedule use of personal business leave in a manner to minimize interference with the District's business and orderly operation.

- A. Personal business leave of two (2) days per Contract year, non-cumulative.
- B. Sick leave of ten (10) days per Contract year, non-cumulative.
- C. Bereavement leave. The Superintendent shall receive five (5) days on non-cumulative leave for the death of a family member to include spouse, child, parent, sibling, grandparent, grandchild, mother and father-in-law, and "in-law" siblings and grandparents.

19. **Disability Leave.** In the event of the Superintendent's mental or physical incapacity to perform his duties, he shall be granted an initial leave of ninety (90) work days for purpose of recovery. The Superintendent shall first exhaust any accumulated personal leave and accrued vacation time, with the balance of the ninety (90) work-day period to be unpaid. Health plan premium payments shall be made on behalf of the Superintendent during this interval to the extent required by law. Upon using leave under this provision, the Superintendent shall furnish medical certification to the Board (or its designee) as to the necessity for the leave.

- A. If the Board (or designee) has reason to doubt the validity of the medical certification supplied by the Superintendent, a second opinion may be requested, at Board expense.
- B. The Superintendent may request a ninety (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 interval, as described above, provided that there is a verified prognosis that the Superintendent will be able to resume his duties at the end of the extended leave interval. Medical certification shall be supplied by the Superintendent as a condition to any leave extension. Any leave extension for this purpose shall be at the Board's discretion.
- C. If the Superintendent is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any leave extension), his employment and this Contract may be terminated at the Board's option. However, no such termination shall occur when restoration after leave is required by the Family and Medical Leave Act.
- D. Before any resumption of duty after an unpaid 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 the securing of the second opinion is precluded by the Family and Medical Leave Act.

20. **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 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 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 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.

21. **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.

22. **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 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.

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

24. **Resignation Notice.** The Superintendent shall provide a minimum of ninety (90) days written notice of resignation to the Board, unless otherwise agreed to by the Board.

25. **Nonrenewal.** The Board's decision to discontinue or non-renew the Superintendent's employment for any subsequent period in any capacity (other than as a classroom teacher as may be required by the Michigan Teachers' Tenure Act), shall not be deemed a breach of this Contract or a discharge or demotion pursuant to the Michigan Teachers' Tenure Act.

26. **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 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 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.

27. **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 of, and 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 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 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 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 St. Joseph County Circuit Court.

28. **Limitations.** The Superintendent 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. 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.

29. **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.

30. **Voidability.** Whenever possible, this Contract shall be interpreted in a manner to be effective and valid according to Michigan law. 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).

31. **Governing Law.** This Contract is governed by and shall be interpreted in accord with the



laws of the State of Michigan.

32. **Jurisdiction/Venue.** The proper jurisdiction and venue for any action to enforce this Contract or interpret its terms is the St. Joseph County Circuit Court, State of Michigan (except as the parties have otherwise agreed to arbitration in ¶ 27).

33. **Authorization.** This Contract is executed on behalf of the District pursuant to the authority contained in the Board resolution adopted on December 9, 2019, the same being incorporated herein by reference.

Dated: December \_\_, 2019

By: \_\_\_\_\_  
Arthur C. Ebert, Superintendent

**Sturgis Public School District Board of Education**

Dated: December \_\_, 2019

By: \_\_\_\_\_  
Scott Boland  
President, Board of Education

Dated: December \_\_, 2019

By: \_\_\_\_\_  
Emily Halling  
Secretary, Board of Education