

**MILAN AREA SCHOOLS
MILAN, MICHIGAN**

CONTRACT OF EMPLOYMENT

SUPERINTENDENT OF SCHOOLS

It is hereby agreed by and between the Board of Education of Milan Area Schools (hereinafter "Board") and Bryan M. Girbach (hereinafter "Superintendent") that pursuant to Section 1229(1) of the Revised School Code the Board hereby employs the said Bryan M. Girbach for a five (5) year period commencing on July 1, 2018 and ending on June 30, 2023, according to the terms and conditions as described and set forth herein as follows:

1. Superintendent agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Superintendent agrees to faithfully perform those duties assigned by the Board and to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board to carry out the education programs and policies of the School District during the entire term of this Contract.
2. Superintendent represents that he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the regulations of the department of Education, and those required by the Board to serve in the position assigned. Additionally, Superintendent agrees, as a condition of his continued employment, to meet all continuing education requirements for the position assigned, as may be required by law and/or by the State Board of Education. If at any time Superintendent fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this Contract may be terminated and the Board shall have no further obligation hereunder.

3. Superintendent shall serve as chief executive officer and chief administrative officer of the Board. He shall be entitled to:
 - a. Present his recommendations to the Board on any subject under consideration by the Board.
 - b. Attend each meeting of the Board.
 - c. Serve as ex officio member of each committee established by the Board.
4. The Superintendent shall have the responsibility to organize and reorganize the administrative and supervisory staff, including instruction and business affairs, in a manner in which his judgment best serves the district and shall promptly inform the Board thereafter. The Board shall also vest the responsibility for selection, placement, and transfer of personnel in the Superintendent. The selection of certified personnel for vacancies will be subject to approval of the Board. The Board, individually and collectively, shall promptly refer all criticisms, complaints, and suggestions called to its attention to the Superintendent if they are of such a nature to warrant the Superintendent's study and recommendation.
5. Superintendent agrees that he shall not be deemed to be granted continuing tenure in such capacity but shall be deemed to have been granted continuing tenure as an active classroom teacher in accordance with the provisions of the Michigan Teacher Tenure Act provided the Superintendent has satisfied the probationary period and eligibility requirements to gain tenure as a classroom teacher.
6. The Superintendent agrees to have a comprehensive medical examination once every year. A statement certifying to the physical competency of the Superintendent will be submitted to the Board President, upon request, and shall be treated as confidential information. The District shall pay the cost of said physical examination and reports.

7. Superintendent is employed on the basis of fifty-two (52) weeks of work per contract/fiscal year (July 1 through June 30) as scheduled by the Board.
8. Superintendent's performance shall be evaluated annually using the criteria and evaluation process mutually agreed upon by the Board and Superintendent.
9. On or before April 1 of each year covered by this Contract, the Board shall consider taking official action to determine whether this Contract should be extended for an additional year. The Superintendent shall be provided with written notification of any action taken by the board. If no action is taken, this contract shall be deemed not to have been extended for an additional year unless extension of this contract results by operation of law pursuant to Subsection 1229 (1) of the Revised School code. Superintendent shall notify the board in writing no later than February 15 of each year of the obligation of the Board to review this Contract annually.

10. Compensation

- a. The Board agrees to pay the Superintendent for his services during each year of said contract in twenty-four (24) equal installments unless otherwise agreed to by the parties beginning with the commencement of the fiscal/contract year (July 1 to June 30). Compensation shall be \$153,796 (2018-2019), \$157,487 (2019-2020), and \$161,267 (2020-2021) for services rendered. Said salary shall be reviewed annually and is subject to upward revision, based on the annual performance evaluation, by agreement of the parties. In no case will the salary be lowered. The Board hereby retains the right to increase the annual salary of the Superintendent during the term of this Contract. Any increase 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. Upon separation of the Superintendent during any fiscal/contract year, his annual salary shall be adjusted to reflect payment for the number of workweeks during which services were actually and physically rendered during the contract year.

- b. In November of 2020, the two parties will review the newly approved financial audit. If the audited unassigned fund balance (defined as the audited fund balance minus \$330,000, the assigned fund balance for athletics, and the assigned fund balance for PECC, compared to the audited expenditures) is equal to or greater than 10%, then 50% of the amount of the unassigned fund balance exceeding the 10% threshold will be distributed to all employees of the district (using percent of salary calculations) and will be paid out in a one-time salary distribution on the last paycheck of December 2020.
- c. After completing five (5) years of service (2008-2009 contract will count as the first full year), the Superintendent becomes eligible for longevity. The longevity payment will be \$400 per year times the number of years as Superintendent in the district. The first payment will be made in June 2014.

11. Fringe Benefits

- a. The Superintendent shall be given a two hundred dollar (\$200.00) per month cash allowance that may be used to purchase a tax sheltered annuity.
- b. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder, and/or third party administrator, the Board shall make premium payments on behalf of the Superintendent and his eligible dependents for the following insurance programs. The Board shall not be

required to remit premiums for any insurance coverage for the Superintendent and his eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder, 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 described insurance coverages. The Board, by remitting the premium payments required to provide the insurance coverage(s) described, shall be relieved from all liability with respect to insurance benefits.

- Health insurance comparable to other teacher/administrator contracts.
- Dental insurance comparable to other teacher/administrator contracts.
- Vision insurance comparable to other teacher/administrator contracts.

The employee (through payroll deductions) will contribute 20% of the illustrative rate towards health care. The District shall pay no more of the annual costs or illustrative rate and any payments for reimbursement of co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or similar accounts used for health care costs, than is allowed under the Michigan Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq.

- c. Long Term Disability insurance with a waiting period of thirty (30) working days. Benefits will be sixty-six and two thirds ($66 \frac{2}{3}$) percent of the Superintendent's salary. Payment of health, dental, and vision insurance premiums by the Board will continue for a maximum of two (2) years while receiving Long Term Disability payments.

- d. The Board shall purchase and keep in effect a universal term life insurance policy in the amount of \$200,000. This shall be a continuous policy with premium paid in full by the Board.
- e. 13 sick days per year to be accumulated without limit. Superintendent will receive credit for the sick days already accumulated during his current employment with the district.
- f. Three personal business leave days per year. Personal business leave days shall not accumulate and shall be converted to sick leave days at the end of the fiscal year if not used.
- g. Twenty (20) vacation days per year. Vacation days must be used within the fiscal year for which they are made available. Annually, up to ten (10) vacation days may be forfeited for per diem pay. A maximum of five (5) vacation days may be carried over into the next fiscal year. Any days not forfeited or carried over will revert to accumulated sick leave. At separation, the Superintendent will receive payment for any unused vacation days at a per diem rate. This calculation will be separate from the payment made for unused sick days. The Superintendent shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District.
- h. The following days will be considered holidays for the Superintendent. If the holiday falls on a Saturday or Sunday, the preceding Friday or following Monday will be used as the holiday unless school is in session: July 4th, Labor Day, Thanksgiving Day, Friday following Thanksgiving Day, December 24, Christmas Day, December 31, New Year's Day, Memorial Day, Good Friday (if school is not in session), and scheduled non-student days during Christmas, Midwinter, and Spring Breaks.

- i. Upon termination of the Superintendent's employment, he will be paid for unused sick days at a rate of \$185 per day to a maximum of \$24,685.
 - j. The Board shall reimburse the Superintendent for all reasonable expenses for successfully completed academic college and/or university courses in an area relevant to education and/or administration including: tuition, textbooks, and fees.
12. The Board, upon the request of the Superintendent, shall withhold from the Superintendent's salary and transfer such sums, as the Superintendent shall designate to a tax deferred annuity program of the Superintendent's choosing, subject to legal restrictions.
13. The Board shall pay the Superintendent's dues for the American Association of School Administrators (AASA), the Michigan Association of School Administrators (MASA), MASA Regional dues, WISD local dues, one service club and/or other appropriate affiliations approved by the Board.
14. The Superintendent may attend professional meetings at the local, state, and national levels, the expenses of said attendance to be paid by the District. The District shall also reimburse the Superintendent for all reasonable expenses resulting from the performance of his duties as Superintendent (including out of district mileage). The Superintendent shall be required to present an itemized account of his reasonable and necessary expenses in accordance with direction of the Board or its designee in order to receive approval for reimbursement.
15. The Board shall be entitled to terminate the Superintendent's employment at any time during the term of this Contract for acts of moral turpitude, misconduct, fraud, or if the Superintendent materially breaches the terms and conditions of this Contract.

The foregoing standards for termination of this Contract during its term shall not be applicable to non-renewal of this contract at the expiration of its term, which decision is discretionary with the Board of Education.

In the event that 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 hearing before the Board. In the event of termination of employment during the term of this contract, this Contract shall automatically be terminated and the board shall have no further obligation hereunder.

16. In the event of any dispute between the parties relating to discharge of the Superintendent 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 Employment Dispute Resolution Rules of and administered by, the American Arbitration Association's Detroit office. 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. The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and Superintendent. Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within one hundred eighty (180) days of the effective date of the Superintendent's discharge. The parties are entitled to have legal or other representation of their own designation, and each party shall be responsible for its own costs incurred in connection with such representation. The decision and award of the arbitrator shall be final and binding and judgment thereon may be entered in the Circuit Court for the 22nd Judicial Circuit of Michigan (Washtenaw County).

17. The Board agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his individual capacity, or in his official capacity as agent and employee of the Board, provided the incident arose while the Superintendent was acting within the scope of his authority and during the course of his employment and excluding criminal litigations. The Board shall provide liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgments resulting from his functioning as the Superintendent and 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.
18. This Contract contains the entire agreement and understanding by and between the Board and Superintendent with respect to the employment of the Superintendent and no representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect. All prior agreements pertaining to, connected with, or arising in any manner out of the employment of the Superintendent by the Board, are hereby terminated and shall hereafter be of no force or effect whatsoever. No change or modification of this contract shall be valid or binding unless it is in writing and signed by the Superintendent and the Board. No valid waiver of any provision of this contract, at any time, shall be deemed a waiver of any other provision of this contract at such time or at any other time.
19. 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). If any term of this Contract is determined not to be legally enforceable as

written, the provision will be enforced to the extent allowed by law.

20. This Contract is executed on behalf of the School District pursuant to the authority granted as contained in the resolution of the Board adopted on December 8, 2015, the same being incorporated herein by reference.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on the day and year first written above.

SUPERINTENDENT

Date: _____

Bryan M. Girbach

MILAN AREA SCHOOLS BOARD OF EDUCATION

Date: _____

Board President