

QUINCY COMMUNITY SCHOOLS
CONTRACT OF EMPLOYMENT

Marc Kramer, Superintendent

This Contract is entered into by and between the Board of Education of the Quincy Community School District (hereinafter "Board") and Marc Kramer (hereinafter "Superintendent"). The Board in accordance with its action found in the minutes of its meeting held on the 15th day of June, 2020, hereby employs Marc Kramer for a three year period commencing on July 1, 2020 and ending on June 30, 2023 according to the following terms and conditions.

1. The Superintendent shall perform the duties of Superintendent as prescribed by the Board and as may be established, modified and/or amended from time to time by the Board. The Superintendent acknowledges the ultimate authority of the Board with respect to his responsibilities and directions related thereto.

2. **CERTIFICATON:** The Superintendent represents that he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the provisions of Sections 1246 and 1536 of the Revised School Code, the regulations of the Michigan Department of Education, and those required by the Board to serve in the position assigned. The Superintendent agrees, as a condition of his continued employment, to meet and maintain all certification and continuing education requirements for the position assigned, as are or may be required by law and/or by the State Board of Education. If at any time the Superintendent fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

3. **RESPONSIBILITIES:** The Superintendent agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. The Superintendent agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, the Superintendent agrees 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 educational programs and policies of the School District during the entire term of this Contract. The Superintendent agrees that he will diligently and competently discharge his duties on behalf of the School District to enhance the operation of the School District and will use his best efforts to maintain and improve the quality of the programs and services of the School District.

4. **COMPENSATION:** The Superintendent shall be paid at an annual (twelve month) salary rate of not less than one hundred and fifteen thousand Dollars (\$115,000) in consideration of his performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board for the contract period July 1, 2020 through June 30, 2023. The annual salary shall be paid in twenty-four (24) equal bi-monthly installments beginning with the commencement of the fiscal/contract year (July 1 - June 30).

The Board hereby retains the right to increase the Superintendent's annual salary during the term of this Contract. Any such increase shall be reflected in a written amendment to this Contract.

The District shall pay \$100 monthly, toward a tax sheltered annuity program of the superintendent's choice.

Consistent with the provisions of Section 1250 of the Revised School Code, the Superintendent's job performance and job accomplishments will be significant factors in determining any adjustment to the Superintendent's compensation. The District will pay \$1,000 additional compensation for an "Effective" evaluation or \$2,000 additional compensation for a "Highly Effective" evaluation the following year.

5. **VACATION DAYS:** The Superintendent is employed on the basis of fifty-two (52) weeks of work per contract/fiscal year (July 1 through June 30). The Superintendent shall be granted vacation time of twenty (20) days per contract/fiscal year. Vacation days shall not be accumulative for more than two years. The Superintendent shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of the business of the School District. The Superintendent shall notify the Board President of any vacation of five or more consecutive days.

6. **EVALUATION:** The Superintendent's performance shall be evaluated by the Board not less than annually.

In the event the Board of Education determines the performance of the Superintendent is unsatisfactory in any respect, it shall describe, in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the Superintendent. The Superintendent shall have a right to make a written reaction or response to the evaluation. This response shall become a permanent attachment to the Superintendent's personnel file. Within thirty (30) days of the delivery of the written evaluation to the Superintendent, the Board shall meet with the Superintendent to discuss the evaluation.

7. **EARLY TERMINATION:** The Board shall be entitled to terminate the Superintendent's employment at any time during the term of this Contract when it determines that the Superintendent has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if the Superintendent materially breaches the terms and conditions of this Contract, or for other causes that are not arbitrary or capricious, as determined by the Board.

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.

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 terminate and the Board shall have no further obligation under this Contract.

8. **MEDICAL LEAVE:** In the event of the Superintendent's mental and/or physical incapacity to perform the duties of his office, he shall be granted an initial leave of ninety (90) work days for purpose of recovery. The Superintendent shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the ninety (90) work day period to be unpaid. Upon utilizing leave under this provision, the Superintendent shall furnish medical certification to the Board (or its designee) respecting the necessity for the leave.

If the Board (or designee) has reason to doubt the validity of the medical certification supplied by the Superintendent, it may require a second opinion, at Board expense.

The Superintendent may request a ninety (90) work day unpaid leave extension in the event of his physical and/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 conclusion of the extended leave interval. Medical certification shall be supplied by the Superintendent as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

If the Superintendent is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), his employment and this Contract may be terminated at the option of the Board. However, no such termination shall occur where restoration after leave is required by the Family and Medical Leave Act.

Prior to 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 in this context is precluded by the Family and Medical Leave Act.

9. **TENURE:** The Superintendent agrees that he shall not be deemed to be granted continuing tenure in the position initially assigned or to which he may be assigned or transferred or in any capacity other than that of a classroom teacher, should the probationary period required for tenure as a teacher be fulfilled, by virtue of this Contract or any employment assignment (requiring certification) with the School District. Nor shall the decision of the Board not to continue or renew the employment of the Superintendent for any subsequent period in any capacity, other than as a classroom teacher, as may be required by the Teachers' Tenure Act, be deemed a breach of this Agreement or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

10. **MEDICAL EXAM:** The Superintendent shall submit to such medical examinations, 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. Additionally, upon request of the Board, the Superintendent shall authorize the release of medical information necessary to determine if the Superintendent is capable of performing the essential job functions required by his assignment, with or without reasonable job accommodation(s). Any physical or mental examination or disclosure of such information required of the Superintendent by the Board shall be job related and consistent with business necessity. Any medical or psychological examination under this section shall be at Board expense. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.

11. **INSURANCE:** Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third party administrator, the Board shall make benefit cost payments, as specified below, on behalf of the Superintendent and his eligible dependents for enrollment in the following insurance programs:

Health Insurance: The District shall pay the premium toward medical and hospitalization insurance with cost sharing by the Superintendent in accordance with the Board's adoption of premium sharing.

Dental Insurance: The District shall pay the full premium toward dental insurance.

Vision Insurance: The District shall pay the full premium toward vision insurance.

Life Insurance: The District shall purchase and keep in effect a variable term life insurance policy in the amount of \$300,000. The District's premium expense liability would end should the Superintendent terminate employment with the District. The policy, including all balances, shall be assigned and transferred to the Superintendent upon his termination or retirement. The District, as policy beneficiary, will pay the Superintendent's spouse, or survivors, \$200,000 upon his death and \$100,000 will be retained by the District.

Disability Insurance: The District shall pay the full premium toward a long term disability insurance program for the Superintendent with a 90 day qualifying period and a 67% of salary payout, up to a maximum of \$8,000 per month.

The Superintendent agrees that the Board has the right to allocate to the Superintendent's responsibility for a portion of the medical benefit plan costs and premiums for the plans and products specified above, as may be determined by the Board. The contributions required of the Superintendent shall not be less than the amount determined by the Board to be necessary to comply with the Publicly Funded Health Insurance Contribution Act, 2011 PA 152. The Board will notify the Superintendent of the amounts for which he is responsible in excess of the Board contributed medical benefit plan costs and premiums. To the extent that the medical benefit plan costs and premiums associated with the above plans and products exceed the level of the Board's contributions, the Superintendent hereby authorizes payroll deduction for all excess medical benefit plan costs and premium amounts required to maintain enrollment.

If the Superintendent makes a voluntary written election not to avail himself of the health /medical coverage offered by the Board, he will instead receive \$350.00, on a monthly basis, under a qualified Section 125 plan, on the further condition that the Superintendent furnishes written evidence that he is enrolled in another health/medical benefits plan that meets the minimum value and coverage requirements of the Affordable Care Act.

The Board reserves the right to change the identity of the insurance carrier, policyholder or third party administrator for any of the above coverages, provided that comparable coverage, as determined by the Board, is maintained during the term of this Contract. The Board shall not be required to remit medical benefit plan costs or premiums for any insurance coverages 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 above-described insurance coverage. The Board, by remitting the medical benefit costs and premium contributions required under this Contract to provide the above-described plans and products, shall be relieved from all liability with respect to insurance benefits.

12. BENEFIT TERMINATION: The Superintendent shall have benefits terminated on the last day of the month following termination of employment.

Upon termination of employment with the District, per the COBRA Act of 1986, the Superintendent and/or his family may be eligible to retain certain insurance benefits on a direct pay basis, plus 2% administrative fee, through the District's group carrier.

13. **HOLIDAYS:** The Superintendent is entitled to the following holidays for which no service to the School District is required: Independence Day, Friday before Labor Day, Labor Day, Thanksgiving, the day following Thanksgiving, Christmas Eve Day, Christmas Day, New Years Eve Day, New Years Day, Good Friday, and Memorial Day.

14. **PAID LEAVE DAYS:** If the Superintendent is absent from duty on account of personal illness or disability, he shall be allowed full pay for a total of fifteen (15) days per contract year. Unused paid leave days hereunder shall be cumulative to a maximum of 120 days for absence due to personal illness or disability of the Superintendent.

15. **TRAVEL:** The District shall provide the Superintendent \$250 monthly for travel and general expenses within the district/county. The Superintendent shall be eligible to be reimbursed for travel, meals and lodging in accordance with per diem expense and reimbursement standards and procedures established by the Board for travel outside the district/county. 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.

16. **PROFESSIONAL ORGANIZATIONS:** The fees or dues for membership in appropriate state and national professional organizations shall be paid by the Board. The Superintendent may attend appropriate meetings and conferences at the state level. Subject to prior approval by the Board, the Superintendent may attend appropriate conferences at the national level. He shall be reimbursed for any registration fees, tuition, travel, lodging and/or reasonable meal expenses for himself in relation thereto not prepaid by the Board.

17. **LIABILITY INSURANCE:** The Board agrees to pay the premium amount for errors and omissions insurance coverage for the Superintendent while engaged in the performance of a governmental function and while the Superintendent is acting within the scope of his authority. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of the Superintendent. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions coverage. In the event that such insurance coverage cannot be purchased in the above amounts and/or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify the Superintendent. In that event, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to the Superintendent as is authorized under MCL 691.1408 and MCL 380.11a (3)(d).

18. **AGREEMENT:** This Contract contains the entire agreement and understanding by and between the Board and the Superintendent with respect to the employment of the Superintendent and no prior or concurrent representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect. All prior contracts or other agreements (written or oral) pertaining to the terms of this contract are cancelled and are superseded by the terms of this contract. Provided, that this contract is voidable pursuant to the provisions of the Revised School Code pertaining to criminal records and criminal history checks.

19. **AMENDMENTS:** No amendment to or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board reflected in its minutes, and signed by the Superintendent and the President and Secretary of 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.

20. **SAVINGS CLAUSE:** If any provision of this Agreement 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).

21. **CLAIMS:** The Superintendent agrees that any claim or suit arising out of the Superintendent's 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 herein and 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 law suit, it is the intent of the parties that the court enforce this provision to the extent possible and declare the law suit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.

22. **EXECUTED DATE:** This Contract is executed on behalf of the Quincy Community School District pursuant to the authority granted as contained in the resolution of the Board adopted on June 15, 2020, the same being incorporated herein by reference.

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

Date: _____

SUPERINTENDENT

QUINCY COMMUNITY SCHOOLS
BOARD OF EDUCATION

Date: _____

By _____

President

By _____

Secretary