

# TRAVERSE CITY AREA PUBLIC SCHOOLS SUPERINTENDENT CONTRACT

THIS CONTRACT is entered into as of this 8th day of June, 2020, between the Board of Education of the School District of Traverse City Area Public Schools of Grand Traverse, Leelanau, and Benzie Counties, Michigan, hereinafter called "Board" and "District", respectively, and Dr. John VanWagoner as Superintendent of Schools, hereinafter called "Superintendent."

- A. **TERM.** The Board agrees to hire the Superintendent for a term commencing on July 15, 2020 and terminating on June 30, 2023 subject to the terms and conditions of this Contract.
- B. **QUALIFICATIONS.** 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 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 assigned as required herein, this Contract shall automatically terminate, and the Board shall have no further obligation hereunder.
- C. **PROFESSIONAL RESPONSIBILITIES OF SUPERINTENDENT.** The Superintendent shall perform the usual and necessary duties and tasks of the chief executive officer of a school district in a competent and professional manner, subject to the satisfaction, direction, and control of the Board, which shall be the sole judge of performance. Without limiting the generality of the preceding, such duties and tasks shall include and be subject to the following:
1. **Duties.** The Superintendent shall have charge of the administration of the schools under the direction of the Board and shall administer the District according to applicable law and regulations, Board policy and the requirements, regulations and guidelines of the Board. He shall be the chief executive officer of the District and shall, in general, perform all duties incident to the office of superintendent of schools and such other duties as may be prescribed by the Board.
  2. **Services.** This Contract is intended by the parties to be a full-time contract. The Superintendent shall devote his full time, energies and attention to the functions of superintendent at all times during the term of this Contract. The Superintendent shall remain available to meet the responsibilities of the superintendent of schools on such occasions as are necessary.
  3. **Relationship to the Board.** The Board and Superintendent mutually desire to work cooperatively with the objective of advancing the interests of the District through providing effective and successful District leadership. To that end, the Board shall promptly refer all criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendation unless the Board determines that the welfare of the District, its students or its staff requires

action inconsistent with this provision. The Superintendent shall have the obligation, unless excused, to attend all Board meetings and serve as an ex-officio member of all Board committees. Should a concern arise regarding the Superintendent's relationship with the Board, the parties may agree to utilize a mutually selected outside facilitator. In that event, the cost of the facilitation shall be paid by the Board.

4. **Outside Activities.** The Superintendent shall devote the necessary time, attention, and energy to the business of the District. Participation in outside professional activities by the Superintendent shall be subject to approval by the Board in its discretion where the time requirement for such activities is anticipated to be substantial (e.g., conferences, which require the Superintendent's absence from the District for two or more regular business days). In the event the Board, in its sole discretion, determines that any such outside activities interfere with the Superintendent's satisfactory performance or the time necessary for satisfactory performance of his duties, it may require the Superintendent to cease some or all of such activities. The Superintendent shall use personal or vacation time to conduct professional activities for which he receives fees for services or he shall provide the fees to the District.

The Superintendent may undertake consultative work or lecturing when such activities will not impinge upon the time and effort required to be exerted by the Superintendent in the discharge of responsibilities under this Contract unless the Board gives prior consent to such activities. When such consultative activities are approved by the Board, the Superintendent shall use vacation leave to perform such activities and may retain any honorarium paid. In no case will the District be responsible for any expense related to the performance of consultative activities.

5. **Incorporation of Laws.** Notwithstanding and not as a modification of any other specification or reference herein, this Contract is subject to and includes all applicable laws of the federal and state governments and all duly adopted policies, rules, and regulations of the District as are in effect or become in effect during the term of this Contract; and the Board specifically reserves the right to change such policies, rules, and regulations at any time.
6. **Residence.** The Superintendent is encouraged to establish and maintain his primary residence within the boundaries of the District during the term of this Contract.

- D. **COMPENSATION.** The District shall pay the Superintendent as remuneration for his services the annual base salary of \$197,500 base pay for the 2020/21 school year (amount to be prorated to the July 15th start date), \$197,500 for the 2021/22 school year, and \$197,500 for the 2022/23 school year. As part of his salary remuneration for services under this Contract, the Board agrees to provide the Superintendent a tax-sheltered annuity equivalent of 1.0 % monthly of his annual base salary for 2020/2021, 1.0 % monthly of his annual base salary for 2021/2022, and 1.0 % monthly of his annual base salary for 2022/2023. The Superintendent will select the tax-sheltered annuity from the District's recognized list of plans qualifying under Section 403(b) of the Internal Revenue Code.

The Board, at the request of the Superintendent and in accordance with law, will withhold and transfer an amount of salary annually, semi-annually or monthly, said amount to be determined by the Superintendent, permitting the Superintendent to participate, if he so desires, in a tax-deferred annuity program.

**E. FRINGE BENEFITS.** 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 Superintendent and his eligible dependents for enrollment in the following insurance programs:

1. The Superintendent will be covered at Board expense under the Board's then current standard group long-term disability (60% of monthly earnings, 90 day waiting period). The Superintendent will receive 60% of his monthly earnings at the Board's expense during the long-term disability 90 day waiting period for any days not covered by the Superintendent's accrued sick time balance. The Superintendent will be covered at Board expense and the Board's then current standard group term life insurance policy with a death benefit thereunder equal to two times the Superintendent's then current base salary. If the Superintendent elects, in writing, to not receive the group long-term disability protection or the term life insurance, he will be provided cash in lieu of the monthly premiums for the insurance coverage he declines.
2. The Superintendent and his dependent family will be covered at the same rate as the non-affiliated administrators' current group health, dental, and vision insurance policies.

The Superintendent may select cash in lieu of the monthly premiums afforded him under the above-listed health and/or dental and/or vision insurance coverage. The monthly amount available will be as limited by the Board and will be added to the Superintendent's gross income with the Superintendent accordingly responsible for signing a "Salary Reduction Agreement" to cover the same. With the cash, the Superintendent may select a tax-sheltered annuity or mutual fund from the District's recognized list of plans qualifying under Section 403(b) of the Internal Revenue Code. In order to participate in this program, the Superintendent must show proof of health and/or dental and/or vision insurance under another plan.

3. The Superintendent shall be entitled to twenty-five (25) vacation days, with pay, per contract year. A maximum of five (5) unused vacation days may accrue and be carried over into the next succeeding fiscal year.
4. The Superintendent shall be allowed twelve (12) sick days per contract year which may be banked or accumulated from year to year, up to a maximum of one-hundred-eighty (180) allotted and unused days at the start of any contract year. Any time off due to illness in excess of the allotted and accumulated sick days then in effect shall not be compensated, except as may otherwise be provided pursuant to the terms of the above disability policy or except as the Board, at its discretion, may otherwise decide.

5. The Superintendent may take up to two (2) personal days, with pay, per contract year to conduct personal business. Any such days unused and remaining at the end of each contract year shall convert to sick leave.
6. 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.
7. The Superintendent will not be paid an annual car allowance. All automobile travel required of the Superintendent within the District is the responsibility of the Superintendent, and no other compensation will be given under this contract. The Board shall reimburse the Superintendent for reasonable travel outside the District (at the standard District rate) and business expenses incurred by him in the performance of his duties hereunder on the basis of detailed expense accounts rendered by him to the Board in accordance with the Board's regular accounting requirements and policies regarding reimbursement of expenses. District provided vehicles are available for out of district travel and encouraged to be used when possible. The Board will provide the Superintendent with a credit card to facilitate the tracking and payment of such expenses, which shall be used solely for ordinary and necessary business expenses, and for no other purposes.
8. The Board recognizes that high-performing superintendents continue to learn and develop their leadership practices, technical processes and knowledge in order to meet the complex demands of their jobs. The Board recognizes that Michigan law requires administrators to be certified, and encourages exemplary professional practice in the Superintendency by making provision for specialty and enhanced endorsement to that certification. Subject to prior approval of the Board, the District will pay for the membership, registration fees, travel (airplane or train), lodging and/or reasonable meal expenses for himself in relation thereto not prepaid by the Board to carry out the goals of the Superintendent's professional leadership development plan per year. Fees or dues for membership in the Michigan Association of School Administrators (MASA), American Association of School Administrators (AASA), Michigan School Business Officials (MSBO) and one local service organization in which he may elect to join shall be paid by the Board unless waived by Superintendent. The Superintendent may also participate in one national conference per year with approval of the Board.
9. Bereavement absence without loss of salary shall be allowed up to eight (8) days upon the death of spouse, child, parent, parent-in-law, brother, sister,

grandparent, grandchild, brother-in-law, sister-in-law, or dependent.

10. Absence may be approved for the death of other individuals as approved by the Board President and/or Secretary.
11. Ten (10) days of time off with pay will be included in the Superintendent's work year for holidays in which District offices are closed [Fourth of July (1), Labor Day (1), Thanksgiving break (2), December break (2), New Year's (2), Good Friday (1), and Memorial Day (1)].
12. To assist the Superintendent with career development, continuing education is offered which pays tuition at a rate of 50% upon proof of successful completion of executive leadership development programs.
13. The Board shall maintain travel accident insurance for all approved District trips in the sum of One Hundred Thousand Dollars (\$100,000) for accidental death.
14. Retirement pay will be granted to the Superintendent at the rate of thirty percent (30%) of the Superintendent's base pay on the effective date of the termination of this Contract for any of the reasons in section G including, but not limited to dismissal, if the Superintendent satisfies all of the following conditions:
  - a. As of the effective date of Contract termination, he has completed a minimum of ten (10) years of employment with the District; and
  - b. As of the effective date of Contract termination, he has not less than seventy-five (75) remaining unused accumulated sick leave days; and
  - c. He submits verification not later than the effective date of Contract termination that within twelve (12) months of the Contract termination he will be eligible to receive unreduced pension benefits under the Public School Employees Retirement Act, in conformance with the rules and procedures of the Michigan Public School Employees Retirement System; and
  - d. In the event that this Contract is terminated under Section G 1., 2., or 3. he submits a letter of resignation to the Board not less than sixty (60) days prior to the effective date of his resignation. The Board may waive this requirement.
  - e. Payment will be remitted through the Superintendent's choice of his 403b or 401a account, subject to any applicable contribution limitations. In the event that the amount of the retirement benefit exceeds the contribution limitation, the excess shall either be contributed in the next year or the parties will make other mutually acceptable arrangements for satisfaction of this obligation.

In the event of the Superintendent's death between the time that he has satisfied all of the above conditions and the remittance of the retirement pay benefit, the amount owing will instead be paid to a beneficiary

designated by the Superintendent, in writing, and on file in the Human Resources Office. If no such beneficiary designation is on file, the amount will be paid in accordance with MCL 408.480 or its successor provision.

**F. EVALUATION AND RENEWAL.** The Superintendent's performance shall be evaluated by the Board annually, not later than December 15. The Superintendent's performance shall be evaluated in writing by the Board or a committee appointed by the Board of Education using the criteria, process and evaluation instrument established by the Board.

1. Development of Goals: The Superintendent shall, by October 1st of the first year of this Contract, submit for the Board's consideration and adoption a preliminary list of goals for the District. Thereafter, the Superintendent shall submit a preliminary list of goals for the District prior to June 1st of each contract year. The goals approved by the Board shall be reduced to writing and shall be among the criteria on which the Superintendent's performance will be reviewed.
2. Review of Performance: The Board shall evaluate and assess the performance of the Superintendent in writing at a mutually agreed upon time, not later than December 15th of each year of this Contract. The meetings at which the Board evaluates the Superintendent will be held in open session unless the Superintendent requests a closed session. The evaluation and assessment shall be related to the duties of the Superintendent as outlined in the Superintendent's job description and the annual goals for the District.
3. The Board will take official action by December 20 of each year determining whether or not this contract is extended for an additional year and notify the Superintendent of its action in writing. If no action is taken by the Board, the contract shall be deemed to have been renewed for an additional year, under the same terms as in effect the previous year. The Superintendent shall provide a reminder to the Board President by November 1 regarding this provision.

**G. TERMINATION.** This Contract may be terminated by any of the following methods:

1. Mutual agreement of the parties.
2. Voluntary retirement of the Superintendent with a minimum of ninety (90) days' notice.
3. Voluntary resignation of the Superintendent with a minimum of ninety (90) days' notice.
4. Incapacity of the Superintendent, in accordance with Board Policy.
5. The Superintendent shall be subject to discharge only for reasons that are not arbitrary and capricious. Prior to discharge under this provision, the Superintendent shall be provided with written notice of charges and an opportunity for a hearing before the Board, which may be held in closed session at the Superintendent's request as allowed by the Open Meetings Act. The Superintendent may be represented by counsel at the hearing at his own expense.

In the event of termination by the Board following the hearing, this Contract shall automatically terminate, and the Board shall have no further obligation hereunder.

6. The death of the Superintendent.
7. Normal expiration of the term or any extended term of this Contract in accordance with its provisions, which shall not be construed as a discharge.
8. 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.

- H. PROFESSIONAL LIABILITY.** The District will defend, indemnify and hold the Superintendent harmless from and against all claims, suits, judgments, liabilities, costs and expenses, of a civil nature and excluding criminal matters, arising from actions taken or decisions made in good faith within the scope of employment while being Superintendent. The Superintendent shall give the Board notice of any claim for defense and indemnification hereunder promptly upon knowledge of any possible claim or action against the Superintendent. The Board shall have the right to appoint the attorney and conduct the defense of any such claim or action. If, in the opinion of the Board, the Superintendent fails to fully cooperate in the defense of any claim or action, then this provision of defense, indemnify and save harmless shall become null and void. This paragraph survives the termination and expiration date of this contract.
- I. TENURE.** It is expressly understood that the Superintendent shall not be deemed to be granted continuing tenure as an administrator in the School District of Traverse City Area Public Schools, and the conferral of tenure in this position is hereby expressly withheld.
- J. BINDING EFFECT.** This Contract shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the respective parties hereto, except that the Superintendent may not assign his/her obligations hereunder. This Contract may be changed only in writing, signed by both parties. The invalidity of any paragraph, provision or part hereof shall not affect the validity of any other paragraph, provision or part.
- K. MICHIGAN.** This Contract shall be interpreted and enforced in accordance with the laws of the State of Michigan. In the event of litigation arising under or in connection herewith, each party consents to the exclusive jurisdiction of the courts of the State of Michigan, with venue in Traverse City, Michigan.
- L. ENTIRE AGREEMENT.** This Contract sets forth the entire agreement between the parties concerning employment of the Superintendent and as of June 8, 2020 supersedes all prior agreements and understandings between the parties, whether written or verbal, concerning these matters. Except as otherwise stated herein, changes to this Contract, whether by way of addition, deletion or both, are not binding unless in writing and signed by both parties. In signing this Contract, the Superintendent does not rely upon any representation or inducement other than those set forth herein. It is agreed that no

individual Board member has any authority to enter into any new or different Contract of Employment with Superintendent other than as set forth herein.

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first above written.

Signed in the Presence of:

BOARD OF EDUCATION

Traverse City Area Public Schools

\_\_\_\_\_

By: \_\_\_\_\_

M. Sue Kelly

Its: President

Date: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Pamela G. Forton

Its: Secretary

Date: \_\_\_\_\_

SUPERINTENDENT OF SCHOOLS

\_\_\_\_\_

By: \_\_\_\_\_

Dr. John VanWagoner

Date: \_\_\_\_\_