



## CONTRACT OF EMPLOYMENT Superintendent of Schools

It is hereby agreed by and between the Board of Education of the Bath School District (hereinafter "Board") and Paul Steven Hartsig (hereinafter "Superintendent") that, pursuant to Section 1229 of the Revised School Code of the State of Michigan, MCL 380.1229 (Public Act 289 of 1995), the Board in accordance with its action found in the minutes of its meeting held on March 25, 2019, has and does hereby employ the said Paul Steven Hartsig as its Superintendent of Schools for a three (3) year period commencing on July 1, 2019 and ending on June 30, 2022 according to the terms and conditions as described and set forth herein as follows:

1. Superintendent shall perform the duties of Superintendent of Schools and Special Education Director as prescribed by the Revised School Code of the State of Michigan, MCL 380.1229, by the rules and regulations of the State Board of Education and as may be established, modified and/or amended from time to time by the Board.

2. Superintendent represents that he possesses, holds, maintains, and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Department of Education, and those currently required by the Board to serve in the position of Superintendent of Schools and Special Education Director. If, at any time, the Superintendent fails to maintain all certificates, credentials and qualifications for the position of Superintendent of Schools as required herein, this contract shall automatically terminate and the Board shall have no further obligations.

3. The Superintendent agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position of Superintendent of Schools and Special Education Director as required and 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, 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 for which he is responsible during the entire term of this Agreement. Further, Superintendent pledges to use his best efforts to maintain and improve the quality of the operation of the School District and constantly promote efficiency in all areas of his responsibility.

4. Superintendent shall be paid an annual salary of **One Hundred Fifteen Thousand Dollars and Zero Cents (\$115,000.00)** in consideration for his performance of the duties and responsibilities of the position of Superintendent of Schools in conformance with the requirements and expectations of the Board as set forth herein. The annual salary shall be paid in twenty-six (26) equal bi-weekly installments during the applicable twelve (12) month period July 1 through June 30.

The Superintendent's salary shall be prorated on a per diem basis at a rate of at \$442.31 per day for days worked less than a full calendar year.

5. As an additional remuneration for Paul Steven Hartsig's services to the School District and as a component of his salary compensation for those services, the School District shall remit on behalf of the Superintendent an annual sum of **Four Thousand Dollars (\$4,000)** to a 403(b) and/or 457(b) board-paid annuity. This remittance shall be made subject to and in accordance with the provision of the Internal Revenue Code, including, but not limited to, maximum contribution limitations. Further, payment of this amount by the School District to a 403(b) and/or 457(b) annuity shall be accomplished in accordance with the School District's 403(b) and/or 457(b) annuity plan and implementing procedures. Remittance of the above shall be spread over 26 pay periods each year.

6. Superintendent shall perform all regular duties of Special Education Director as required by law, and to obey and fulfill the rules, policies and regulations of the Board. He will hold all certificates and other qualifications required by statute, administrative rule or Board policy for the administrative position of Special Education Director. The compensation for these duties shall be in the amount of a **\$6,000 stipend** for each school year. This agreement may be deleted, extended, modified, or terminated by the Bath Board of Education. The parties agree that this employment relationship is of an at-will nature, which means that the relationship is terminable at any time by either party with or without cause, upon the presentation of ten (10) working days written notice to the other party. The parties agree that the Special Education Director has no expectation of employment of any fixed duration in an administrative position and that this agreement and all obligations hereunder may be canceled, without liability, upon presentation of the notice specified above.

7. The Board hereby retains the right to adjust the annual salary of Superintendent during the term of this contract, which any such salary adjustment shall not reduce the annual salary below the minimum annual salary prescribed herein above. Any adjustment in salary made during the term of this contract shall be in the form of a written amendment and when executed by Superintendent and the Board, shall become a part of this contract.

8. Superintendent is employed on the basis of fifty-two (52) weeks of work per year (July 1 through June 30) as scheduled by the Board. Superintendent shall be granted vacation time of twenty-five (25) days per fiscal year. Up to fifteen (15) days may be rolled over to a maximum accumulation of forty (40) days in any given year. Vacation days shall be prorated if the Superintendent works less than a full calendar year. Vacation days must be used within the fiscal year for which they are made available absent written consent from the Board to carry over unused vacation time in excess of fifteen (15) days. Superintendent shall not receive any additional compensation in lieu of use of vacation days without the express agreement of the Board. 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.

9. Superintendent's performance shall be evaluated by the Board annually, not later than February 1. The Board may consider extension for one year of this contract on an annual basis by April 1. If the Board fails to take action, the contract shall not be extended.

10. 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 due to mental or physical disability for a period of ninety (90) days or the accumulated leave time whichever is greater. Further, the Board shall be entitled to terminate Superintendent's employment at any time during the term of this contract for acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, nonarbitrary or capricious reasons or if Superintendent materially breaches the terms and conditions of this Agreement. In the event that the Board undertakes to dismiss 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 Agreement, this contract shall automatically terminate and the Board shall have no further obligation hereunder.

This contract may be non-renewed at its conclusion at the discretion of the Board as provided by law.

11. Superintendent agrees that he shall not be deemed to be granted continuing tenure in the position of Superintendent of Schools and Special Education Director 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 with the School District. Nor shall the decision of the Board not to continue or renew the employment of Superintendent for any subsequent period in any capacity, other than as a classroom teacher as may be required by tenure law, be deemed a breach of this Agreement or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

12. 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 the following insurance programs:

A comprehensive, semi-private, medical care, dental and vision insurance program (cost share).

Long-term disability protections as outlined in the Bath Community Schools current Administrative Employment Regulations.

Group term life insurance in face amount equal to two-and-one-half (2 ½) the annual salary of the Superintendent rounded to the nearest \$1,000. The guaranteed maximum without evidence of insurability is \$165,000. The insurance carrier(s) require evidence of insurability for any amounts exceeding the guaranteed maximum of \$165,000.

The Board shall retain the right to select the insurance carrier for the coverage outlined herein.

The Superintendent shall have the right to purchase additional insurance or continue any of such insurance by paying the premiums therefore so long as such coverage is permitted by the applicable insurance carrier or policy-holder and further provided that the Board is not required to incur any additional expenses thereby.

If the Superintendent voluntarily and in writing opts out of the health insurance benefits coverage available and provides documentation to the Board that the Superintendent has other health coverage that meets the minimum value and coverage requirements of the Affordable Care Act, then the Superintendent shall be eligible for \$500 cash-in-lieu.

13. The Board reserves the right to change the identity of the insurance carrier, policyholder, or third party administrator for any of the above coverage provided that comparable coverage is maintained during the term of this contract. If the Board changes the insurance carrier, policyholder, or third party administrator, and the Superintendent is unable to retain such insurance due to a pre-existing health condition, the district shall remit to the Superintendent the amount of the premium previously granted or the amount under the amended coverage whichever is less so that the Superintendent may purchase insurance elsewhere. The Superintendent is responsible for assuring completion of all forms and documents needed to receive the above described insurance coverage. The School District, by payment of the premium required to provide the above described insurance coverage, shall be relieved from all liability with respect to insurance benefits.

14. The Superintendent is entitled to the legal holidays specified per the school calendar for which no service to the School District is required. Holidays – Ten (10) paid holidays per year are New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve Day, Christmas Day, and New Year's Eve Day.

15. If Superintendent is absent from duty on account of personal illness or disability, he shall be allowed full pay for a total of twelve (12) days per contract year. Unused paid leave days hereunder shall be cumulative to a maximum of 90 days for absence due to personal illness or disability of Superintendent. Upon the Superintendent's departure for reasons other than termination, the District shall reimburse the Superintendent one-half of the accumulated sick days, up to a maximum payout of \$10,000.

16. The Superintendent shall be granted four (4) personal business days per contract year for the purposes of conducting business, which cannot take place during normal business hours. All unused personal leave shall accumulate to a maximum of six (6) days. Any accumulation beyond six (6) days shall accumulate as sick leave.

The Superintendent shall also be granted five (5) bereavement days per contract year for death in the family or close friend.

17. Superintendent shall be eligible to be reimbursed for travel, meals and lodging in accordance with per diem expense and reimbursement procedures established by the Board. Any reasonable expenses to be incurred by Superintendent for out-of-district travel shall be submitted for review and approval by the Board. Superintendent shall be required to present an itemized account of reasonable and necessary expenses in accordance with direction of the Board or its designee.

18. The Superintendent may attend appropriate professional meetings at the regional, state and national levels and shall be reimbursed for any registration fees, tuition, travel, lodging and/or reasonable meal expenses for himself in relations thereto not prepaid by the Board. The Board shall

reimburse the Superintendent for six (6) credit hours of tuition per year (July 1st-June 30th) to a maximum of \$750 per credit for courses related to the position of Superintendent. No books, registration fees, or other added costs will be considered. No books, registration fees, or other added costs will be considered.

**Employee will reimburse the school district for credits earned, which the district has reimbursed within the last two years should said employee resign from Bath Community Schools.**

The Board shall pay the dues of the Superintendent for membership in the American Association of School Administrators, Michigan Association of School Administrators and MASA Region in which the School District is located as well as other appropriate affiliations approved by the Board.

19. Consistent with Michigan Law, MCL 15.602, the Superintendent agrees to reside within 20 miles of the nearest District's boundary, except if the Superintendent's spouse is employed by another public employer that has a residency requirement. If the Superintendent elects to establish residency in the District, the Board shall pay the Superintendent's reasonable expenses, not to exceed Five Thousand Dollars (\$5,000), to move customary household items from his/her place of residency to his/her residence in the District within two (2) years of the signing of this contract, and shall remain a resident of the District for the duration of this contract. If the Superintendent elects to not establish residency in the District, this moving stipend will be null and void.

20. The School District shall maintain an errors and omissions insurance policy in the amount of \$2,000,000.

21. This contract of employment 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 employment of the Superintendent by the Board is hereby terminated and shall hereafter be of no force or effect whatsoever. No change or modifications of this contract of employment shall be valid or binding unless it is in writing and signed by the Superintendent and by the Board. No waiver of any provisions of this contract shall be valid 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.

22. In the event of any dispute between the parties regarding any provision of this Contract, dispute concerning any of the parties' rights or obligations as defined pursuant to this Contract, or any dispute arising from or a result of the Superintendent's employment, the parties agree to submit such dispute to binding arbitration. Such arbitration shall be conducted under the rules of and administered by the American Arbitration Association. The arbitrator's fee and the expense of the American Arbitration Association shall be shared equally by the parties. The arbitrator shall be the exclusive forum for any complaint, allegation or charge including but not limited to breach of contract, discrimination, tort, or constitutional claims which may be presented in Federal or State Court or administrative agency. Any such complaint must be filed within nine (9) months of the events giving rise to the complaint with the American Arbitration Association, in writing, and served

on the Board within nine (9) months of the effective date of Superintendent's discharge, non-renewal or alleged violation. All parties are entitled to have representation of their own designation: however each party shall be responsible for the costs of such representation. The decision and award of the arbitrator shall be final and binding on the parties.

23. If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provisions; provided, however, that no such severability shall be effective if it materially changes the economic benefit of the Agreement to any party.

24. This agreement is executed on behalf of the School District pursuant to the authority granted as contained in the resolution of the Board adopted on March 25, 2019, 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.

April 3, 2019

Date



Superintendent/Special Education Director  
BATH COMMUNITY SCHOOLS

4/3/2019

Date



Sam Bachelor, President  
BOARD OF EDUCATION

4.3.2019

Date



Nancy Hawkins, Secretary  
BOARD OF EDUCATION