

**FENTON AREA PUBLIC SCHOOLS  
FENTON, MICHIGAN  
SUPERINTENDENT'S CONTRACT**

This employment contract, made and entered into this sixth day of June, 2016 by and between the Board of Education of the Fenton Area Public Schools, County of Genesee, State of Michigan, (hereinafter referred to as the BOARD), and Adam Hartley (hereinafter referred to as the SUPERINTENDENT).

**WHEREAS**, the BOARD desires to provide the SUPERINTENDENT with a written employment contract in order to enhance administrative stability and continuity within the schools which the BOARD believes generally improves the quality of its overall education programs; and,

**WHEREAS**, the BOARD and the SUPERINTENDENT believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis for effective communication between them as they fulfill their governance and administrative functions in the operation of the educational program of the schools;

**NOW, THEREFORE**, the BOARD and the SUPERINTENDENT, for the consideration herein specified, agree as follows:

**I. SCOPE OF CONTRACT**

The BOARD, in consideration of the promises, herein contained, of SUPERINTENDENT, hereby employs Adam Hartley as Superintendent of Schools, with all powers and responsibility as may be prescribed from time to time by the laws of the State of Michigan, and by lawful direction of the BOARD for a term of three years, beginning July 1, 2016 through June 30, 2019. On or before, April 1, 2019, and each April 1st thereafter, the Board will formally advise the SUPERINTENDENT if the School District is not going to extend this Contract of Employment for an additional one year. In the event the Board fails to notify the Superintendent on or before April 1, 2019 or each April 1st thereafter, that it is not going to extend the contract, the contract shall automatically be extended in additional one (1) year incremental periods.

It is mutually understood and agreed that this contract does not confer tenure upon the SUPERINTENDENT in the above-described position or any other administrative position.

**II. PROFESSIONAL DUTIES AND RESPONSIBILITIES OF SUPERINTENDENT**

- A. The SUPERINTENDENT hereby accepts such employment and agrees to perform faithfully the duties of that office, to serve as Executive Officer of the BOARD and to devote his time, attention, and his best talents in the field of education exclusively to the benefit of the BOARD and the Fenton Area Public Schools during the term of the Agreement, provided, however, that the SUPERINTENDENT may at his personal expense, undertake professional consultations and speaking engagements, writing, lecturing, university teaching and/or other professional activities which are not inconsistent with the full performance of duties of the Office of the SUPERINTENDENT. (Annually, upon request of the BOARD, any such activities shall be reviewed.)

- B. The SUPERINTENDENT is hereby granted permission to use any materials developed within the Fenton Area Public School District during his term of office in any publication he might write, provided he properly credits the Fenton Area Public Schools.
- C. The SUPERINTENDENT shall have, in addition to those powers and duties set forth in the Laws of the State of Michigan, the responsibility and power to organize, reorganize and arrange the administrative, supervisory, teaching, and other employee groups in a manner which shall best serve the educational needs of the Fenton Area Public Schools, subject to the provision of any applicable collective bargaining agreement, and BOARD approval.
- D. The SUPERINTENDENT, with the assistance of his staff, shall have the complete responsibility for the selection, placement, and transfer of personnel subject only to the provisions of any applicable collective bargaining agreement and BOARD approval. Further, the SUPERINTENDENT, shall be entitled to make a recommendation before the BOARD hires, fires, demotes, or promotes any employee.

**III. PROFESSIONAL GROWTH OF SUPERINTENDENT**

- A. The BOARD shall encourage the SUPERINTENDENT and expects that the SUPERINTENDENT will, in his discretion, attend appropriate professional meetings, conferences and workshops at the local, state and national levels; and it is the intent of the BOARD, within budgetary guidelines, to reimburse the SUPERINTENDENT in full for all cost (inclusive of mileage) incurred by fact of his attendance at the aforementioned up to \$5,000 per year
- B. The BOARD shall pay the annual dues to two local civic service organizations such as, by way of example, Rotary, Kiwanis, or Lions Club.

**IV. COMPENSATION**

Between July 1, 2016 and June 30, 2019, the SUPERINTENDENT shall receive a base salary of \$144,000, an annuity in the amount of 5% of his base salary, and an amount equivalent to the contributions required by participation in the member investment plan of the Michigan Public School Employee Retirement System. Between July 1, 2017 and June 30, 2018, the SUPERINTENDENT shall receive a base salary to be determined by June 30, 2017 an annuity in the amount of 5% of his base salary, and an amount equivalent to the contributions required by participation in the member investment plan of the Michigan Public School Employee Retirement System. Between July 1, 2018 and June 30, 2019, the SUPERINTENDENT shall receive a base salary to be determined by June 30, 2018, an annuity in the amount of 5% of his base salary, and an amount equivalent to the contributions required by participation in the member investment plan of the Michigan Public School Employee Retirement System. Said salary shall be paid in twenty-six (26) installments per year, the first payment to be made July 8, 2016, with subsequent payments to be made every other Friday thereafter. At no time shall the salary of the SUPERINTENDENT be reduced below the previous year without the consent of the SUPERINTENDENT.

**V. VACATION AND BENEFITS**

- A. The BOARD shall provide the SUPERINTENDENT, annually, with twenty-five (25) work days of vacation with full pay, exclusive of legal holidays. The SUPERINTENDENT, because of the nature of his duties, shall be permitted to carry over up to twenty-five (25) said vacation days for a total number of vacation days not to exceed fifty (50) work days. No more than twenty (20) days may be used consecutively without approval of the BOARD. If the Superintendent is required to work additional days so that the full vacation is not utilized, pay for up to 10 additional work days is hereby authorized on an annual basis.
- B. The following dates shall be considered paid holidays for the SUPERINTENDENT:
1. New Year's Day
  2. Good Friday
  3. Memorial Day
  4. Fourth of July
  5. Labor Day
  6. Thanksgiving Day
  7. Day after Thanksgiving
  8. December 24 of each year, should it fall on a weekday
  9. December 25 of each year, should it fall on a weekday
  10. New Year's Eve Day
- C. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and third party administrator, the BOARD shall make premium payments on behalf of the SUPERINTENDENT as follows for the insurance program listed below. The SUPERINTENDENT shall be required to participate in any cost sharing programs in place for other district employees. The current cost sharing program reflects a 20% employee premium contribution for medical, dental and vision coverage.
1. **Hospitalization, Medical Insurance:** Family subscriber coverage of the MESSA Choices II with a \$500/\$1000 deductible and a Saver RX plan. The district will reimburse the SUPERINTENDENT for the full cost of any medical deductible expense incurred. The deductible reimbursement provision does not apply to any co-pays for medical or pharmacy services.
  2. **Dental Insurance:** Delta Dental as part of the current MESSA PAK product with or without coordination of benefits.
  3. **Optical:** VSP 3 as a part of the current MESSA PAK product.
  4. **Sick Leave/Disability Leave:** Yearly, the SUPERINTENDENT will receive twelve (12) sick days. The maximum accumulated sick days the SUPERINTENDENT may carry is 120. Two sick days per year may be used for personal business. Unused personal days will accumulate as sick days. Upon termination, the SUPERINTENDENT will be paid for any unused sick days at a rate of not less than \$50 per day up to 120 days. L.T.D. starts after

the 60<sup>th</sup> calendar day. The monthly L.T.D. payments will be as follows: 66-2/3 % (without offsets) of the monthly salary up to a maximum of \$6,000 or 75% (with offsets) of the monthly salary up to a maximum of \$6,000. If L.T.D. is collected, a six (6) month extension of current insurance coverage will be given plus two months for each full year of administrative service.

5. **Funeral Leave:** Fourteen (14) days funeral leave per year, non-accumulative. Funeral leave is to be deducted from sick leave.

6. **Life Insurance:** Coverage in an amount not to exceed three times the annual salary term policy, with accidental death and disability. The SUPERINTENDENT shall be responsible for any tax implications of the policy.

D. The BOARD will provide the following reimbursable expenses to the SUPERINTENDENT: IRS mileage rate for travel outside the district on a monthly basis.

#### **VI. PROFESSIONAL LIABILITY**

- A. The BOARD shall purchase errors and omissions liability insurance which includes the SUPERINTENDENT as a named insured.
- B. The BOARD recognizes the Superintendent may incur potential liability under the Asbestos Hazard Emergency Response Act of 1986 ("AHERA"), 15 USC 2641 et seq. Should any judgment for damages be awarded against Dr. Hartley in a civil action arising from activities while in the course of employment and while acting within the scope of his authority to ensure that the requirements of AHERA are met, the Board of Education shall indemnify Dr. Hartley or pay, settle, or compromise the judgment subject to the limitation in the following paragraph. This shall include all acts of Dr. Hartley undertaken to ensure that the requirements of AHERA are met, even if deemed to be acts of negligence, but shall not include acts of gross negligence, willful misfeasance, bad faith, or reckless disregard of duties in the conduct of the designated responsibilities. The right of representation and indemnification shall inure to the benefit of heirs, executors, and administrators of such individual and shall remain in force even though such individual shall no longer be an employee of the Fenton Area Public Schools.

#### **VII. MEDICAL EXAMINATION**

In light of the unique nature of the professional duties of Superintendent of Schools, the BOARD shall, at its expense not to exceed \$150.00 plus lab work, provide the SUPERINTENDENT a complete medical examination of SUPERINTENDENT yearly. Confirmation of such exam will be available to the BOARD upon request.

#### **VIII. EVALUATION**

The BOARD and the SUPERINTENDENT agree that the BOARD will evaluate the SUPERINTENDENT no later than June 15 each year in executive session. The method of evaluation will be mutually satisfactory to the BOARD and SUPERINTENDENT.

#### **IX. CONTRACT TERMINATION**

This contract is terminable during its term by the BOARD for good and just cause. A renewal or non-renewal of the Superintendent's contract shall be governed by the provision of MCLA 380.1229. For renewal or non-renewal purposes, the SUPERINTENDENT is an at-will employee.

**X. EMPLOYMENT DISPUTE RESOLUTION PLAN**

The SUPERINTENDENT acknowledges that he:

- A. He has received a copy of the Employment Dispute Resolution Plan (EDRP) as an addendum to this Agreement.
- B. This EDRP is binding on him, as it requires a mandatory arbitration of any and all disputes arising from or related to employment with the Fenton Area Public Schools.
- C. He acknowledges that this agreement to mediate and/or arbitrate any and all employment-related disputes between the Parties is a condition of his employment and/or continued employment with the Fenton Area Public Schools.
- D. He is waiving his right to judicial forum and agrees that any and all disputes arising from or related to employment with the Fenton Area Public Schools shall be subject to mandatory mediation and/or arbitration. The decision of the arbitrator shall be binding on both parties and may be enforced by the Circuit Court for the County of Genesee, State of Michigan. It is agreed that a judgment of the circuit court may be rendered upon an award made pursuant to this agreement, shall be valid, enforceable and irrevocable.

**XI. SAVINGS CLAUSE**

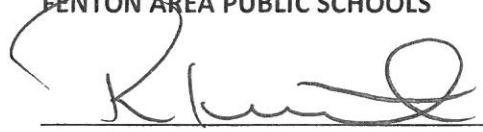
If during the term of this contract, it is found that a specific clause of the contract is illegal in federal or state law, the remainder of the contract not affected by such a ruling shall remain in force.

**XII. MISCELLANEOUS**

- A. The SUPERINTENDENT represents that he holds all certificates and credentials required by law and by the BOARD to serve in the capacity of SUPERINTENDENT. If at any time the SUPERINTENDENT fails to hold the qualifications required by law for the position of SUPERINTENDENT, this contract shall automatically terminate.
- B. In addition to the aforementioned provisions, it is mutually agreed by the parties to this Agreement that the BOARD and the SUPERINTENDENT may at any time modify, extend or terminate this mutual contractual Agreement by mutual consent.

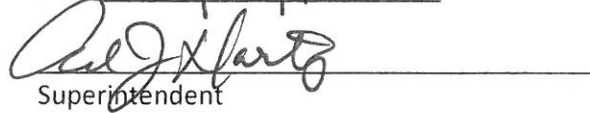
**IN WITNESS WHEREOF**, the BOARD has caused this Employment Contract to be approved on its behalf by a duly authorized officer and the SUPERINTENDENT has approved this Employment Contract effective on the day and year specified in paragraph I.

GOVERNING BOARD  
FENTON AREA PUBLIC SCHOOLS



Board President

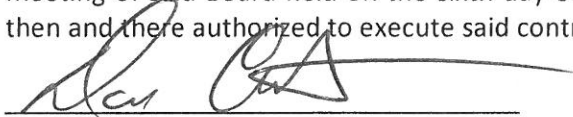
Date: 6/6/16



Superintendent

Date: 6/6/16

This employment contract between the Board of Education of Fenton Area Public Schools, Genesee County, Michigan, and Adam Hartley dated June 6, 2016 was duly approved at a meeting of said Board held on the sixth day of June 2016 and the President of said Board was then and there authorized to execute said contract on behalf of the Board.



Secretary, Board of Education

Date: 6/6/16