

CONTRACT FOR EMPLOYMENT AS SUPERINTENDENT
between
THE FITZGERALD PUBLIC SCHOOLS BOARD OF EDUCATION
-and-
LAURIE FOURNIER

Position: Superintendent of Schools

Work Days: 260

Final Salary: \$154,000

THIS CONTRACT, made and entered into at Warren, Michigan, this 1st day of July, 2018, by and between Fitzgerald Public Schools, a Michigan general powers school district (the "District"), and Laurie Fournier (the "Superintendent").

IT IS AGREED

1. **TERM** - The District will employ the Superintendent for a period from July 1, 2018 to June 30, 2023 as defined in the Michigan Revised School Code, MCLA 380.11 et seq.

The District's Board of Education may take official action to determine whether to extend the term of this Contract on or before April 1, 2023 and on or before April 1 of any terminating year; provided, the term of this Contract will not be extended except by official and affirmative action of the District's Board of Education in a public meeting held in conformity with the Open Meetings Act.

2. **TENURE** - The Superintendent will not have or acquire tenure in her current or any other administrative or assigned capacity. The District's failure to continue the Superintendent's employment after the term of this Contract, or re-employ her in another capacity, will not be considered a breach of this Contract.
3. **QUALIFICATIONS** - The Superintendent represents and warrants that she meets, and will continue to meet, at least the minimum qualifications and certifications required by law to serve in her current assignment and any other administrative or other position to which she may be assigned.
4. **DUTIES** - The Superintendent will competently and faithfully perform her duties, as required by law, and any additional duties or tasks assigned by the Board. The Superintendent will fulfill directives of the Board, as well as observe all Board policies and administrative regulations and carry out the District's programs and policies during the entire term of this Contract and any renewal terms. It is acknowledged that the performance of such duties may entail attendance at meetings of the District's Board of Education and/or District events or other events related to professional or other development or advancement of the District's interest.

Notwithstanding the above, the Board of Education may assign the Superintendent to a different administrative capacity other than above specified and involving different administrative

Fitzgerald Public Schools
Laurie Fournier

responsibilities, at any time during the term of this contract, subject to advance written notice of such reassignment being provided to Superintendent.

5. **SALARY** - The Superintendent's Salary for the 2018-19 school year will be \$154,000. The Superintendent's work year will consist of 260 days ("Work Days").

The Final Salary, as calculated herein, will be payable in equal bi-weekly installments over the school year. The Superintendent's Final Salary for the remaining years of this Contract will be established by the District's Board of Education and payable in equal bi-weekly installments during the then-current school year.

- Credit Hours.

Additional salary allowance in the amount of \$15 for each semester hour or approved credit beyond degree. Degree refers to the highest degree held at the time of employment as Superintendent. Hours required for attaining, re-attaining, or maintaining Michigan Superintendent (or teacher) certification are not eligible for this payment.

Should the Superintendent earn an education specialist degree, she will receive an additional salary of \$1000 per year above the salary. Should the Superintendent earn a doctorate, she will receive an additional \$2,700 per year above the salary.

- Longevity.

- A. After 5 years of Fitzgerald service: \$ 700;
- B. After 10 years of Fitzgerald service: \$1,400;
- C. After 15 years of Fitzgerald service: \$2,100.

6. **FRINGE BENEFITS** - The Superintendent shall be entitled to the fringe benefits listed below which include medical insurance, long term disability, life insurance, absence days, retirement benefits, death benefits, travel/accident insurance benefits, and memberships. The Board of Education expressly retains the right, in connection with the future establishment of benefits for the Superintendent and administrative positions, to modify and change benefits existing as of the date of this Contract. To the extent the Superintendent's benefits are modified, the benefits available to the Superintendent shall be those set forth in the then current Summary of Fringe Benefits Fitzgerald Superintendents.

A. Medical Insurance, Flexible Benefit Plan. See Exhibit A attached hereto and incorporated herein.

B. Long Term Disability.

- Benefits following ninety (90) calendar days of continuous disability.
- Benefits paid at 66-2/3% of salary to a maximum monthly benefit of \$5,000.

Fitzgerald Public Schools
Laurie Fournier

- As a condition of continuing receipt of salary and benefits during disability in the course of utilizing absence days, the Superintendent shall apply for long-term disability insurance benefits sufficiently in advance of the expiration of the 90 day waiting or initial elimination period following onset of disability specified under the insurance policy in order to receive salary continuation benefits under such long term disability insurance policy. Receipt of continuation payments by the Superintendent under such insurance contract shall be in partial offset of the School District's obligation for salary continuation during the period of time that absence days are available or capable of being utilized (i.e., daily pay for absence day - LTD benefit = District addition to LTD until absence days are exhausted following 90 day LTD qualification period).
- Benefits shall be to age 65 for disabilities that occur prior to age 61; for disabilities that occur on or after age 61, benefits end five years (5) after the disability or age 70, whichever occurs first; after age 70, coverage is for one (1) year.
- Prior to receiving LTD benefits from the School District, the Superintendent must use all accumulated absence days.

C. Life Insurance.

- In addition to the term insurance provided under Plan A or B, the Superintendent may elect one of the following term life and AD&D insurance options:
 - (i) Insurance in the amount of three (3) times current salary to a maximum of \$175,000; OR
 - (ii) Insurance in the amount of one (1) times current salary and a stipend in an amount equal to the premium for insurance of \$175,000 minus current salary; OR
 - (iii) No additional insurance. The Superintendent would receive a stipend in an amount equal to the premium for three (3) times current salary to a maximum of \$175,000.
- The Board also provides life and AD&D insurance benefit after retirement as follows:
 - (i) \$50,000 ages 55 to 66
 - (ii) \$40,000 to age 67
 - (iii) \$30,000 to age 68
 - (iv) \$20,000 to age 69
 - (v) \$10,000 to age 70
 - (vi) \$3,000 after age 70

D. Absence Days.

The Superintendent will earn one and one-half (1-1/2) days per each month worked. The maximum granted will be eighteen (18) absence days per year. The Superintendent shall be entitled to accumulate absence days for use in other school years. The Superintendent will have access to sick bank per guidelines in Article 14.1 (Absence Day Reserve Plan) of the collective bargaining agreement between FEA and the Board.

Upon retiring through the State of Michigan Retirement System:

- The Superintendent is eligible for a benefit of \$165 per year of Fitzgerald Service.
- The school district will pay any medical hospitalization premium deducted from the state retirement payments to cover spouse and/or family upon retirement of the Superintendent, an amount equal to the amount deducted from the employee's monthly retirement check for coverage up to and including full family up to eleven percent (11%) of the premium.
- Upon retirement, the Superintendent shall be reimbursed at the following rates dependent upon the range of days approved and not used:

200 days at \$50.00 per day.

The Superintendent shall not be paid for any accumulated days above 200.

E. Board-Paid Retirement.

The Board shall pay on behalf of the Superintendent, the State requested percent of salary to the Michigan Public School Employees' Retirement Fund ("MPSERS") by the School District.

F. Paid Vacation.

It is acknowledged that no employee of Fitzgerald Public Schools who shall be employed in a position requiring less than 52 weeks per year of services shall receive vacation days or benefits. Thus, if the Superintendent is a less than 52 week employee, the remaining two subparagraphs do not apply.

- The Superintendent will earn 20 vacation days per year.
- Vacation is to be taken between July 1 and June 30 of the year after it is earned. The Superintendent will not be permitted to accumulate paid vacation days from year to year but unused days may be placed in absence day accumulation.

G. Designated Paid Non-Work Days. (52 week employees)

The Superintendent will receive paid non-work days as listed:

July 4 plus 1 day

Fitzgerald Public Schools
Laurie Fournier

Labor Day plus the Friday before
Thanksgiving plus the day after
Christmas Eve/Day, New Year's Eve/Day plus 4 days
Thursday and Friday of Winter Break
Good Friday
Memorial Day

It is understood that there are times when the Superintendent may be expected to work on designated non-work days. In such cases compensatory time off or some other form of compensation may be provided at the Board's discretion.

H. Travel/Accident Insurance.

As part of the Board of Education policy, the Superintendent shall receive \$55,000 in Accidental Death and Dismemberment insurance.

I. Membership.

In addition to district wide membership in professional organizations, the Superintendent will have an annual budget of up to \$500.00 for payment of membership(s) in job-related, professional organization(s).

J. Death Benefit.

In the event of death, an active employee's beneficiary (as indicated on the life insurance beneficiary card) shall receive payment in the following amounts:

A. Should death occur prior to or during the school year in which age sixty (60) is attained, one hundred sixty-five dollars (\$165) for each year of service to the district;

OR

B. Should death occur during the school year in which age sixty-one (61) or sixty-two (62) is attained, one hundred twenty-five dollars (\$125) for each year of service to the district;

OR

C. Should death occur during the school year in which age sixty-three (63), sixty-four (64), or sixty-five (65) is attained, seventy dollars (\$70) for each year of service to the district.

7. **EVALUATION** - The Board shall evaluate the Superintendent's performance annually. The evaluation shall, at a minimum, rate the Superintendent as "highly effective, effective, minimally effective, or ineffective." The Superintendent shall be evaluated no later than December 1 of any school year.

8. **CONFLICT OF INTEREST** - The Superintendent will faithfully serve the District and its interests during the term of this Contract. The Superintendent will not directly or indirectly

Fitzgerald Public Schools
Laurie Fournier

acquire or otherwise possess any interest adverse to that of the District. In the event that a question arises as to whether a given interest is in conflict with the interests of the District, the Superintendent shall make full disclosure of same to the Board for review and disposition, which disposition shall be controlling and complied with by the Superintendent.

9. **OUTSIDE EMPLOYMENT** - The Superintendent will not be employed by or perform services for any other employer or person during the term of this Contract which conflicts with her obligations hereunder and further shall inform the Superintendent of such proposed outside employment reasonably before accepting an offer for same.
10. **TRANSPORTATION** - The Superintendent shall be required to own or lease and operate an automobile for the purpose of traveling to the various school buildings and facilities of the School District, as well as to attend out-of-district conferences and meetings in the course of her duties. The Superintendent will bear the entire cost of owning and operating the automobile and will not be eligible for any reimbursement of such costs.
11. **PHYSICAL EXAMINATIONS** - At least once a year during the term of this Contract, the Superintendent shall have a medical examination, the costs for which shall be paid by the District. A copy of the report from the examination or a certificate of the physician certifying the fitness of the Superintendent shall be provided to the President of the Board of Education as soon as it is available following the examination. The Board of Education reserves the right to direct the Superintendent to an examining physician for a medical report if, in its judgment, there are circumstances which warrant a verification of the physical competence of the Superintendent. The reports from both the annual examination and the latter examination may be shared by the President of the Board of Education with the other trustees, but shall otherwise be maintained in confidence.
12. **PROFESSIONAL ORGANIZATIONS AND CONFERENCES** - The District will reimburse the Superintendent for dues and expenses reasonably incurred in connection with her membership in professional organizations for which the Superintendent has received advance written approval from the President of the District's Board of Education. The District will also reimburse the Superintendent for expenses reasonably incurred attending conferences for which the Superintendent has received advance written approval from the President of the District's Board of Education.
13. **TERMINATION** - With the exception of official retirement through the State of Michigan Retirement System, the Superintendent may terminate this Contract by giving as much advance written notice as possible to the President of the Board of Education, in which case, absent significant mitigating circumstances, the Superintendent shall forfeit any benefits or payments that she would otherwise be eligible to receive on retirement. The Board of Education may terminate this Contract during its term, and without further liability to the Superintendent under this Contract or otherwise, for a reason or reasons that are not arbitrary or capricious. The Board of Education's determination in such event is final and binding. Prior to rendering such a decision, the Superintendent shall be entitled to meet with not less than a majority of the Board of Education to be apprised of such reasons and

may answer thereto at such time. The Board of Education may elect not to renew this Contract in accordance with Section 1229 of the Revised School Code. In the event the Superintendent is terminated for an act or acts of moral turpitude, or nonrenewed after unsatisfactory evaluation, she shall not be entitled to any of the benefits which are designated herein as payable upon retirement. In the event that an early termination for cause is contemplated, the Superintendent shall be provided with written statement of reasons.

14. **DISPUTE RESOLUTION** - The Superintendent and the District agree that any and all disputes or claims arising from or relating to the Superintendent's employment, the termination or non-renewal of the Superintendent's employment or this Contract, including its negotiation and execution, will be submitted to final and binding arbitration in Macomb County, Michigan, according to the American Arbitration Association's ("AAA's") National Rules for the Resolution of Employment Disputes. The parties hereby agree and acknowledge that this paragraph has been the subject of arms-length negotiations between them and hereby assert that the terms of this Paragraph 14 are not, and shall not be construed by the AAA, as an Employer Promulgated Plan, as that term is used by the AAA. The Superintendent or the District may move for entry of judgment on the arbitrator's award in any court of competent jurisdiction. The Superintendent and the District acknowledge and agree that this paragraph precludes them from filing a civil action concerning the disputes covered by this paragraph and this Contract and, therefore, waive their right to trial by jury concerning any and all such disputes.
15. **LIMITATIONS OF CLAIMS OR ACTIONS** - The Superintendent and the District agree that any demand for arbitration, administrative complaint or civil action arising from or relating to the Superintendent's employment with the District, the termination of the Superintendent's employment with the District or this Contract, including its negotiation and execution, must be filed no later than 180 calendar days from the date on which it accrued or no later than 180 days from the termination of the Superintendent's employment with the District, whichever is sooner. The Superintendent and the District waive any longer limitations period. This paragraph is not intended to, and should not be construed to, extend any statutory or other limitations period shorter than 180 calendar days.
16. **WAIVER OF BREACH** - The Board of Education and the District will not waive any breach of any provision of this Contract except in writing. Such a waiver will not waive future breaches.
17. **SEVERABILITY** - If any paragraph or provision of this Contract is illegal or unenforceable under the laws of the United States or the State of Michigan, that paragraph or provision will not be enforceable without invalidating the remaining paragraphs and provisions of this Contract.
18. **ENTIRE AGREEMENT** - This Contract is the parties' entire agreement and supersedes any other understanding or agreement, verbal or written, and may not be modified or amended except by another written agreement signed by the Superintendent and approved

Fitzgerald Public Schools
Laurie Fournier

by the District's Board of Education in a public meeting held in conformity with Michigan's Open Meetings Act.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this day and year, as written below.

SIGNATURES ON FOLLOWING PAGE

Fitzgerald Public Schools
Laurie Fournier

FITZGERALD BOARD OF EDUCATION

Elizabeth Smith

Elizabeth Smith
Beth Smith
President

SUPERINTENDENT OF SCHOOLS

Laurie Fournier

Laurie Fournier
Superintendent of Schools

W. A.

Judy L. Furgal

Traci M. Dreyer

David M. ...

Judy Furgal

EXHIBIT A

Medical Insurance, Flexible Benefit Plan.

Until a date and time to be determined by the Board, the Board shall provide BC/BS, Plan A and B (or comparable). This plan will be called the Flexible Benefit Plan.

Plan A

- The Board shall provide coverage for the employee and his/her eligible dependents, as defined in the agreed upon specifications. The Board shall provide all insurance benefits for a full twelve-month period of each school year. Such benefits shall include health, dental, term life and vision insurance, except the XVA2 rider coverage will not be provided as an option. Beginning September 16, 2011, the Superintendent will contribute the amount over the annual medical insurance premium of \$5,500 single coverage, \$11,000 two-person coverage, or \$15,000 family coverage, through payroll deduction.
- Blue Cross/Blue Shield Flex Blue 2 health insurance (or comparable) with 10/60 RX and \$1,250/\$2,500 deductible (funded by the district) with \$1,000/\$2,000 out-of-pocket max or Blue Cross/Blue Shield limited Medicare supplement (or comparable) or Medicare, Part B, premiums shall be paid on behalf of the employee, his/ her spouse and/or dependents eligible for Medicare. Contribution of deductible not accrued/“rolled over” among plan years or upon separation of employee.
- Blue Cross/Blue Shield Dental Plan K-80-1500 Class I, II, III annual limit of \$1,500 and Class IV lifetime limit of \$2,000 (or comparable), with no coordination of benefits, OR

Blue Cross/Blue Shield Dental Plan K-50-1500 Class I, II, III annual limit of \$1,500 and Class IV lifetime limit of \$2,000 (or comparable) with external coordination of benefits.

- Blue Cross/Blue Shield vision (or comparable).
- Term Life Insurance in the amount of forty-five thousand (\$45,000) dollars for the employee only. Such insurance protection shall be paid to the employee's designated beneficiary. In the event of accidental death, the insurance (AD&D) will pay double the specified amount; in the event of accidental dismemberment, the insurance will pay according to the schedule.

Plan B

Fitzgerald Public Schools
Laurie Fournier

- The Board shall provide the employee and his/her eligible dependents as defined in the agreed upon specifications, not electing insurance benefits, as described in Plan A, for a full twelve (12) month period of each school year an additional cash payment of one hundred eighty (\$180) dollars per month added to gross pay.
- Blue Cross/Blue Shield Dental Plan K-90-1500 Class I, II, III annual limit of \$1,500 and Class IV lifetime limit of \$2,000 (or comparable), with no coordination of benefits,

OR

Blue Cross/Blue Shield Dental Plan K-50-1500 Class I, II, III annual limit of \$1,500 and Class IV lifetime limit of \$2,000 (or comparable) with external coordination of benefits.

- Blue Cross/Blue Shield vision (or comparable).
- Term life insurance in the amount of sixty thousand (\$60,000) dollars for the employee only. Such insurance protection shall be paid to the employee's designated beneficiary. In the event of accidental death, the insurance (AD&D) will pay double the specified amount; in the event of accidental dismemberment, the insurance will pay according to the schedule.
- Dependent Term Life Insurance in the amount of ten thousand (\$10,000) dollars for each employee's spouse and five thousand (\$5,000) dollars for each dependent child as defined in the agreed upon specifications.

At a date to be determined by the Board, the Board will select an insurance plan or plans to which the Superintendent shall be eligible to enroll to replace one or more of the plans described above (including but not limited to health, dental, vision, life). At such time, the Superintendent will no longer be eligible for the plan or plans described above, and a new Exhibit A shall be produced to replace this Exhibit A with no action or ratification by the Board or Employee being required.

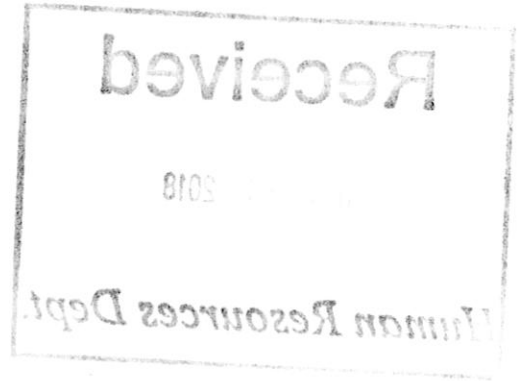
The District shall pay the state-determined hard-cap amounts, which may be prorated or adjusted based upon calculations required by applicable law to account for the relation of July 1, 2018 to the coverage year under the plan or plans elected by the employee, toward the annual cost (determined in a manner consistent with PA 152) of the premium on the medical plan elected by the employee. For calendar year 2018, those amounts are:

\$ 6,560.52 for Single Subscriber
 \$13,720.07 for Individual and Spouse
 \$17,892.36 for Full Family.

The remaining cost for the employee's elected medical premiums for each school year shall be paid by the employee through payroll deduction which will occur in all pay periods except July and August.

Fitzgerald Public Schools
 Laurie Fournier

Notwithstanding any other obligations in this Agreement, the Employer reserves the right to, in its sole discretion, select a health insurance carrier which offers a "bronze" plan that provides "minimum coverage" pursuant to 26 USC Section 36(B)(c)(C)(ii).



Fitzgerald Public Schools
Laurie Fournier