

## **JEFFERSON SCHOOLS SUPERINTENDENT CONTRACT OF EMPLOYMENT**

It is hereby mutually agreed by and between the Jefferson Schools Board of Education (hereinafter "Board") and Craig Haugen (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 has and does hereby employ Craig Haugen as its Superintendent of Schools from July 1, 2014 through June 30, 2017. The Superintendent is employed for a period of fifty-two (52) weeks of work per year, July 1 through June 30, as scheduled by the Board and according to the terms and conditions as described and set forth herein as follows:

1. Superintendent shall perform the duties of Superintendent of Schools as prescribed by the Revised School Code of the State of Michigan, 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 to serve in the position of Superintendent of Schools. 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 during the period of this contract to faithfully perform his duties and obligations in such capacities for the school district including, but not limited to, those duties required by the School Code. He will act as an advisor to the Board on matters pertaining to the school administration or the school district and he will inform the Board as to administrative action taken on its behalf.

4. The Superintendent shall recommend, effect, or cause to be effected, the policies and programs of the Board of Education as may be adopted. He will faithfully and diligently fulfill all duties and obligations incumbent upon him as the executive head of the school system and school district. Further, the Superintendent pledges to use his best efforts to maintain and improve the quality of the operation of the school district and consistently promote efficiency in all areas of his responsibility. The Board recognizes that the Superintendent is expected to shoulder his share of professional responsibilities outside of the district on behalf of the educational community at large. This would in no way be construed as a conflict with his duties as Superintendent.

5. 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 Superintendent shall be paid an annual salary as follows:

- For the 2014-2015 school year, covering the period 7/1/14-6/30/15, the Superintendent shall receive a salary of \$123,942.00.

- For the 2015-2016 school year, covering the period 7/1/15 - 6/30/16, the Superintendent shall receive a salary of TBD but not less than the 2014-2015 school year.
- For the 2016-2017 school year, covering the period 7/1/16- 6/30/17, the Superintendent shall receive a salary that is subject to negotiation but is not less than his 2015-16 salary.

The annual salary shall be paid in twenty-six (26) installments during the applicable twelve (12) month period July 1 through June 30. The Board hereby retains the right to adjust the salary of the Superintendent during the term of this contract and that 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 the Superintendent and the Board, shall become a part of this contract.

6. Superintendent shall be granted vacation time of twenty (20) days per fiscal year which shall not accumulate for use in any subsequent fiscal year without the expressed written consent of the Board. Vacation days must be used within the fiscal year for which they are made available and Superintendent shall receive additional compensation in lieu of use of vacation days at the per diem rate of pay for unused vacation days. Per diem will be based on two-hundred sixty (260) work days per fiscal year. 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.

7. Superintendent's performance shall be evaluated by the Board annually and presented to the Superintendent in writing no later than March 1<sup>st</sup> in any given school year. As such, evaluations are to be based in part on written goals and objectives, said goals and objectives will be developed by the Superintendent and Board and mutually agreed upon by both parties prior to the year of evaluation. The Superintendent, prior to the first Board meeting in January, shall provide notice to the Board of the obligation to conduct the evaluation.

The Ad Hoc Personnel Committee and the Superintendent shall mutually agree on an assessment tool. The Board shall review this contract with the Superintendent annually, and shall, on or before March 31 of each ensuing year, take official action determining whether or not it 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.

8. The Board shall be entitled to terminate this contract during its term in the event of the Superintendent's inability to perform these position responsibilities for a period of ninety (90) consecutive days due to mental or physical disability.

9. The Board shall be entitled to terminate the Superintendent's employment at any time during the term of this contract for good and just cause, but the Board shall not arbitrarily

and capriciously dismiss him. No discharge shall be effective until written charges have been served upon him and he shall have an opportunity for a fair hearing before the Board after ten (10) days notice in writing. Said hearing shall be public or private at the option of the Superintendent. At such hearing, he may have legal counsel at his own expense.

10. 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 of Education. Pursuant to Section 1229 of the Revised School Code, if the Board intends to let the Superintendent's contract expire, it must provide the Superintendent with written notification of the board's decision not to renew the contract at least ninety (90) days before the contract's expiration date. If the board does not comply with this requirement, the superintendent's contract is automatically renewed for an additional one (1) year period.

11. Superintendent agrees that he shall not be deemed to be granted continuing tenure in the position of Superintendent of Schools by virtue of this contract or any employment assignment of this school district. The Superintendent shall be deemed to have been granted continuing tenure as an active classroom teacher in accordance with the provisions of the Michigan Teacher Tenure Act.

12. Superintendent shall submit to such medical examinations, supply such information, and execute such documentation as may be required by any underwriters, policyholders, or third party administrators providing insurance programs specified under this contract. Additionally, the Board may request release of medical information necessary to determine if the Superintendent is capable of performing the duties required in his assignment. The Board may require the Superintendent to have a comprehensive medical examination as may be deemed necessary. If such an examination is required, a statement shall be filed with the Secretary of the Board certifying to the physical fitness and mental capacity of the Superintendent to perform his duties. Medical information provided under this agreement shall be treated as confidential by the Board. Should the Board exercise its prerogative to this provision, the cost of services for said examination shall be borne by the school district.

13. The Board shall provide the Superintendent and his eligible dependents the following insurances or as determined by the Board;

- A. MESSA Pak A or equivalent health insurance. The Superintendent shall contribute seventy-five (\$75.00) dollars per month as a contribution toward the insurance premium.
- B. Long term disability at 70% of the monthly salary with a thirty (30) day calendar waiting period. The Superintendent shall receive thirty (30) illness days on July 1, 2010.
- C. Dental insurance - 90/90/80 with adult ortho rider with \$1,000 per year maximum on Class I and Class II benefits and a \$1,300 lifetime benefit on Class III benefits. If a spouse is covered by other employer-paid benefits, benefits shall be 50/50/50.
- D. Term life insurance in the amount of twice annual salary (\$250,000) with AD and D benefits.

- E. Vision insurance: VSP-3.
- F. If the insurance package for the JEA should differ from the above listed information, the new agreed health benefits package will supplant the insurance coverage.

14. 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 terms of this contract. The terms of any contracts or policies issued by any insurance company or third party administrators 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 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.

15. The Superintendent is entitled, in addition to vacation days, to the following holidays for which no services to the School District are required: Christmas and Easter recess as received by other administrators, Winter Break, Semester break, Memorial Day, July 4th, Labor Day, & Thanksgiving break. In addition, the Superintendent shall be entitled annually to five (5) bereavement days, per occurrence and three (3) Personal days.

16. If 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 accumulative to 180 days. Any days accumulated up to 180 days shall be reimbursed to the Superintendent upon resignation, retirement and/or termination at a rate equivalent to fifty (50%) percent per diem.

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 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.

18. The Board shall pay the dues of the Superintendent for membership in the American Association of School Administrators, Michigan Association of School Administrators, Michigan School Business Officials Association, National School Public Relations Association, Michigan School Public Relations Association, the Association for Supervision and Curriculum Development, and the National School Personnel Association.

19. 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.

20. 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 this agreement to any party.

21. This agreement is executed on behalf of the School District pursuant to the authority granted under the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the day and year noted.

Date August 18, 2014

  
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Craig Haugen, Superintendent