

FREMONT PUBLIC SCHOOLS
EMPLOYEE STATUS CHANGE NOTICE

2/20/97

EMPLOYEE: J. H. H. H. Department: Admin

PURPOSE: (Check applicable box or boxes)

- | | |
|--|--|
| <input type="checkbox"/> new position | <input checked="" type="checkbox"/> change in pay rate |
| <input type="checkbox"/> supplemental pay | <input checked="" type="checkbox"/> contract (amount) revision (reduction) |
| <input type="checkbox"/> sixth hour assignment | <input type="checkbox"/> leave of absence |
| <input type="checkbox"/> change in assignment/
classification | <input type="checkbox"/> termination (attach exit interview form) |
| | <input type="checkbox"/> other _____ |

DESCRIBE STATUS CHANGE:

Contract reduction

\$130,000 → \$123,500

COMPUTATION OF SUPPLEMENTAL PAY/CONTRACT REVISION:

\$123,500.00 Contract Rate
14,444.33 Pd-to-Date thru 7/29/11

$\$108,555.67 \div 24 = \$4,523.15$ new bi-weekly
remaining
pays

EFFECTIVE DATE: 8-1-2011

BUSINESS OFFICE USE: Account Number _____
Reference Number _____

Employee signature _____ Date _____

Supervisor signature B. Thompson Date 8/12/11

Superintendent signature [Signature] Date 8/22/11

DISTRIBUTION: white copy (Payroll)
canary copy (Insurance/Personnel File)
pink copy (Supervisor)
goldenrod copy (employee)

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FREMONT PUBLIC SCHOOLS

JUL 19 2010

SUPERINTENDENT'S CONTRACT

This Contract is entered into on June 14, 2010 between **Fremont Public Schools Board of Education** ("FPS" or "Board") and **James Hiestje** ("Superintendent"), to be effective as of July 1, 2010.

1. **Employment.** FPS agrees to employ the Superintendent as Superintendent of its School District for a three (3) year term, beginning July 1, 2010 and ending June 30, 2013.

2. **Qualifications.** The Superintendent warrants and represents that he holds or meets, and will maintain throughout the term of this Contract, all Michigan requirements and certificates necessary for employment by the Board in the position of Superintendent. The Superintendent also agrees, as a condition of continued employment, to meet all continuing education requirements of the Michigan Department of Education as may be established from time to time. If, after notice of any applicable requirements, and a reasonable opportunity to satisfy them following such notice, the Superintendent fails to hold, meet, or maintain the qualifications required for the position assigned herein, this Contract shall automatically terminate, and the Board shall have no further obligations hereunder.

3. **Duties.** The Superintendent agrees, during the term of this Contract, to faithfully perform his duties and obligations in his capacity as Superintendent for FPS, including, but not limited to, enforcing the requirements of the School Code. The Superintendent will act as an advisor to FPS on matters pertaining to administration of the School District. The Superintendent will also inform FPS of significant administrative action taken on its behalf. The Superintendent shall recommend, effect, or cause to be effected, FPS policies, programs, and procedures currently in place or as may be adopted. The Superintendent will faithfully and

diligently fulfill all duties and obligations incumbent upon him as the FPS Superintendent. The Superintendent agrees to devote his full time, skills, labor, and attention to this employment and to perform in good faith the Superintendent's duties, as directed by FPS and as otherwise required by law and as dictated by the Superintendent's prudent judgment as an educator and administrator. The Superintendent shall attend each meeting of the Board. The Superintendent may attend, as an ex officio non-voting member, each committee established by the Board, however, he is not expected to attend unless specifically requested to do so. The Superintendent is responsible, subject to Board approval and ratification, for managing, organizing, and arranging District operations and personnel in a manner that, in his judgment, best serves the District.

4. **Compensation.** FPS agrees to pay the Superintendent for his services during each year of this Contract in twenty-six (26) installments annual compensation of one hundred thirty thousand (\$130,000). Payments shall commence the first pay period in July with subsequent payments to be made every two weeks thereafter. The salary includes ten (10) holidays.

5. **Fringe Benefits.** FPS shall provide the following insurance, leave, and other fringe benefits for the Superintendent!

(a) The Superintendent shall receive twenty (20) days' vacation each year to be taken at a time mutually convenient to FPS and the Superintendent. A maximum of five (5) unused vacation days may be carried over to the following year and a loss of excess days.

(b) FPS shall provide health, dental, vision, life, long-term disability and long-term care insurance equal to that which FPS provides to its other administrators in the District.

(c) FPS shall reimburse the Superintendent for all other reasonable business expenses incurred in the performance of the Superintendent's professional duties. Expense reimbursement shall be presented to FPS for approval.

(d) FPS will pay all local/civic state, and national professional organization dues for the Superintendent. The Superintendent is encouraged to attend and participate in appropriate professional activities and conferences at the local, state, and national levels. With pre-approval from FPS, the Superintendent is entitled to be reimbursed for the reasonable costs of long distance travel and lodging in connection with such attendance and participation.

(e) The Superintendent shall be granted for ten (10) sick days per year (accumulative to maximum ninety (90) days), two (2) personal business days per year that shall not accumulate, and bereavement days as deemed appropriate. If the Superintendent uses all his accumulated sick leave prior to qualifying for long term disability benefits, FPS will continue the Superintendent's salary for up to ninety (90) days. The Superintendent agrees to use any accumulated vacation days during this ninety (90) day period. There is no pay out of accumulated sick days.

6. **Medical Examination.** The Superintendent's employment is contingent upon being fit to fully perform the essential functions of the position, on a regular and consistent basis, with or without reasonable accommodation. Prior to commencing employment, the Superintendent shall provide written certification from (a) physician(s) acceptable to the Board, that he is fit to perform the essential functions of the position of Superintendent on a regular and continuous basis, with or without reasonable accommodation, the cost of which shall be reimbursed by the Board. Thereafter, upon request of the Superintendent, a physical

examination may be conducted annually at Board expense to the extent not covered by available insurance.

In the event of any job related concern regarding fitness to perform the essential functions of the Superintendent's position (such as but not limited to prolonged absences), the Board or its Executive Committee may request a private meeting with the Superintendent to discuss confidential medical information. Following such meeting, the Superintendent shall provide the Board and/or medical personnel designated by the Board with authorization to receive and/or release to the Board the results of any examination(s) upon which he relies, and the Board may require such examinations, as it deems necessary in light of the job related concerns. Examinations may include but are not limited to history, physical examination, psychological or psychiatric evaluation, lab tests, x-rays, or any other test requested by medical personnel retained by the Board as necessary to determine whether the Superintendent is fit to fully perform the essential functions of the job. Such examinations shall be at Board cost to the extent not covered by available insurance.

The Superintendent shall also 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 Agreement.

Upon request by the Board or its designee, prior to resumption of employment after any personal illness in excess of ten (10) consecutive working days during the school year, or prior to return from any leave due to incapacity or disability of any duration, the Superintendent may be requested to submit a fitness for duty certification, to the extent permitted by law, the cost of which shall be reimbursed by the Board to the extent not covered by available insurance.

7. **Evaluation.** The Board shall formally evaluate the Superintendent's performance not less than once each school year. Generally, the Board will complete the evaluation on or about April 1; however, this timeline may be extended by mutual agreement, at the request of either the Superintendent or the Board. The evaluation process shall include but is not limited to a conference with the Superintendent, which shall be open or closed at the Superintendent's option in accordance with the Open Meetings Act.

At the Superintendent's request, the Board may also meet with the Superintendent on a quarterly basis to evaluate his performance. At the Superintendent's option, such evaluations shall be open or closed as permitted by the Open Meetings Act.

The Board, in consultation with the Superintendent, shall determine the evaluation tool to be utilized in evaluating the Superintendent. Evaluation of the Superintendent's performance will include, but is not limited to, the following factors:

- (a) Leadership in education.
- (b) Business and finance matters.
- (c) Employee relations.
- (d) Community relations.
- (e) Relationship with the Board of Education.
- (f) District annual goals and objectives.

8. **Termination.**

(a) **Termination or Resignation.** Either the Board or the Superintendent may notify the other party of intent to terminate this Contract with or without cause at any time, by providing written notice of not less than one hundred eighty (180) days to the other party at the administrative offices. Failure of the Superintendent to provide such notice shall cause him to

forfeit any accrued paid time off to which the Superintendent is entitled at the time the Contract is terminated. Upon receipt of the Superintendent's resignation, the Board may, at its sole option, elect to immediately accept and implement the Superintendent's resignation by paying him all salary and benefits he would have received up to the proposed termination date, not to exceed one hundred eighty (180) days.

(1) In the event that the Superintendent provides written notice of intent to terminate of not less than one hundred eighty (180) days notice, the Board's obligations under this Contract shall cease at the expiration of the one hundred eighty (180) day notice period. The Superintendent shall thereafter no longer be employed but shall be paid vested benefits, if any.

(2) If the Board delivers to the Superintendent a written notice of termination pursuant to this subparagraph (a), then, provided that the Superintendent signs a Release of all claims, and does not thereafter revoke within the seven day revocation period, the Superintendent shall thereafter receive severance pay equal to the balance of the contract then in effect, or six (6) months of compensation and benefits, at the rate(s) in effect at the time notice is given, whichever is less, which severance pay is in addition to the payment made during the one hundred eighty (180) day notice period. The manner of payment shall be mutually determined by the Board and the Superintendent. If the Superintendent does not sign the Release, the Superintendent's employment shall terminate, and all of the Board's obligations hereunder shall cease at the expiration of the one hundred eighty (180) day notice period.

(3) In connection with, or at any time after Board provides notice of termination pursuant to this subparagraph (a), the Board may elect to immediately effect the Superintendent's termination by paying him all salary and benefits to which he would have been

entitled had he worked the one hundred eighty (180) days of the notice period, which the parties agree shall be considered "pay in lieu of notice". In such event, the Board's obligation, if any, to provide the severance pay in accordance with subparagraph (2) above as written shall not be offset by the amount of the pay in lieu of notice.

(4) Termination of this Contract pursuant to this subparagraph (a) shall not entitle the Superintendent to notice and a meeting with the Board.

(b) Unsatisfactory Performance. If, following the evaluation procedure described in paragraph 7, the Superintendent's performance is determined by the Board to be unsatisfactory, the Board shall provide the Superintendent with a detailed written explanation of the areas in which he must improve. A formal follow-up evaluation will be scheduled at a mutually agreeable time, no earlier than one hundred eighty (180) days from the Superintendent's receipt of the detailed written explanation. If performance is still unsatisfactory in the Board's judgment, his employment may be terminated not earlier than sixty (60) days after the formal follow-up evaluation conducted after the Superintendent's receipt of the detailed written explanation. In such a case, provided that the Superintendent signs a Release of all claims, and does not thereafter revoke within the seven (7) day revocation period, the Superintendent shall be entitled to severance pay in an amount equal to three (3) months salary and benefits at the rate in effect at that time as well as vested benefits, if any. The severance pay shall be paid in a manner mutually determined by the Board and the Superintendent. However, all severance pay and insurance coverages shall cease as of the beginning date of employment if the Superintendent obtains employment elsewhere. If the Superintendent does not sign a Release of all claims, the parties shall submit their dispute to binding arbitration for resolution of the

remaining contract obligations within thirty (30) days of the Board's decision to terminate the contract.

(c) Misconduct. During the term of this Contract, the Superintendent may be discharged for misconduct prejudicial to the Board or District including but not limited to:

(1) Dishonesty involving intentional falsification of records, financial improprieties, misuse of position for personal gain or benefit or deliberate misrepresentation of material facts to the Board;

(2) Fraud, embezzlement or other conduct constituting moral turpitude;

(3) Conviction of or plea of no contest to a felony;

(4) Conviction of or plea of no contest to a criminal offense involving use of alcohol or controlled substances which leads to the suspension or revocation of a teaching certificate under Michigan law;

(5) Willful abandonment of duty excluding absences due to disability or illness;

(6) A drug test confirming use of illegal substances;

(7) Grave misconduct, which substantially and materially impairs the Superintendent's ability to function effectively and seriously prejudices the District's ability to obtain financing.

Prior to the effective date of termination of this Contract for misconduct, a majority of the Board shall promptly notify the Superintendent in writing of the charges against him and provide a description of the information upon which the charges are based. The Superintendent may respond in writing and may request a meeting with a majority of the Board within ten (10)

working days of receipt of the charges. If a meeting is requested, it will be scheduled within thirty (30) calendar days at a mutually agreed upon time and place. The Superintendent may be represented at such meeting by a person chosen and compensated by him. The Superintendent will be provided the opportunity to respond, either verbally and/or in writing, to the written charges. The meeting is not considered a full adversarial procedure, and no witnesses will be called or testimony taken unless through affidavits. Following the meeting, the Board shall issue a written decision on the charges. If the Board's decision is to sustain the charges, then this Contract is immediately terminated. If the Superintendent does not respond or request a meeting within ten (10) days of receipt of the charges, the Contract shall be terminated effective the eleventh working day after the Superintendent's receipt of the charges.

In the event the Superintendent is discharged pursuant to subparagraph (c), no severance pay shall be paid and all obligations of the Board shall cease. All compensation and insurance coverages will terminate as of the last day worked, however, vested benefits, if any, will be paid. The Superintendent may, within thirty (30) days of notice of a termination, request binding arbitration with the American Arbitration Association.

9. - **Incapacity or Disability.** The Superintendent shall provide documentation satisfactory to the Board in the event he is incapacitated or disabled from performing the essential functions of his assigned position. If the Superintendent is unable to perform the essential functions of his position for a period in excess of ninety (90) consecutive or nonconsecutive days within the school year, this Contract may be terminated by the Board, whereupon the respective rights, duties and obligations of the parties shall thereby terminate.

10. **Nonrenewal.** This contract is subject to the statutory nonrenewal process described in the Michigan Revised School Code.

11. **Death.** This Contract and its terms shall automatically terminate in the event of the death of the Superintendent. Any earned salary or vested benefits at the time of death shall be paid to the Superintendent's heirs and/or designated beneficiaries in the manner permitted or required by applicable law.

12. **Suspension.** At any time, the Board may, if it has reason to believe that there may be a violation of subparagraph 8(c), entitled "Misconduct", or allegations of impropriety such that his continued presence could adversely affect the educational process, direct that the Superintendent be placed on administrative leave, or it may suspend all or any part of the performance of his responsibilities as the Superintendent, and may assign the performance of such responsibilities to another person or persons. Such suspension of responsibilities shall be without loss of salary or other benefits under this Contract, until the Superintendent is either reinstated or terminated in accordance with the terms of this Contract.

13. **Tenure Exclusion.** This Contract does not confer tenure upon the Superintendent in the position of Superintendent, or in any other administrative or non-classroom position to which he may be assigned by the Board. Nor shall the decision of the Board not to continue or renew the employment of the Superintendent for any subsequent period in any capacity, other than as a classroom teacher, as may be required by the Teachers' Tenure Act, be deemed a breach of this Agreement, or a discharge or demotion within the provisions of the Tenure Act.

14. **Dispute Resolution.** Except as otherwise stated herein, any and all disputes, controversies or claims arising out of or in connection with or relating to this Contract, or any breach or alleged breach thereof, or any claim of any type or nature whatsoever including but not limited to a claim that the District violated any local, state or federal statute, such as: the Michigan Elliott-Larsen Civil Rights Act, the Michigan Persons with Disabilities Civil Rights

Act, the Michigan Freedom of Information Act, the Age Discrimination in Employment Act, and Title VII of the Civil Rights Act of 1964, all as ; Michigan common law doctrines; or tort claims relating to the employment relationship with the District; or constitutional claims; shall, upon the request of the party involved, be submitted to and settled by arbitration in the State of Michigan pursuant to the applicable rules of the American Arbitration Association (or at any other place or under any other forum of arbitration mutually acceptable to the parties involved), arbitration under this provision shall be conducted pursuant to the Michigan Arbitration Act, MCL 600.5001 *et seq*, MCR 3.602, and shall be subject to the following terms:

(a) The parties hereto specifically agree to arbitrate with the other party in a joint proceeding with regard to all common issues and disputes. As such, neither party may litigate such claims against each other in court. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.

(b) Notice of the demand for arbitration shall be filed, in writing, with the other party to this Agreement and with the American Arbitration Association (AAA). The demand for arbitration shall be made within 30 days after the claim, dispute, or other matter in question arose, but, as to any statutory claims, the demand shall be filed no later than the applicable Michigan statute of limitations. Each party is responsible to pay the initiation fee assessed by AAA.

(c) The parties shall have the right to be represented by counsel of their choice and at their cost.

(d) With respect to any statutory claims, the parties shall be permitted pre-hearing discovery in the time and manner provided by the Michigan Court Rules.

(e) An arbitrator shall be chosen according to the American Arbitration Association procedures, and shall be impartial to the matter. The arbitrator shall be sworn to hear and decide the matter fairly.

(f) The arbitrator shall have no power to add to, subtract from, or alter the terms of this Agreement, and shall render a written decision setting forth findings of fact and conclusions of law only as to the claims or disputes at issue.

(g) In the event the Superintendent is terminated for misconduct pursuant to subparagraph 8(c), the arbitrator's role shall be limited to a determination whether a preponderance of the evidence established that misconduct occurred. If the arbitrator determines that misconduct occurred, there shall be no award of backpay or any other remedy.

(h) This arbitration procedure does not waive or limit, in any way, any statutory damages to which a party claims it or he is entitled. The Board shall pay 2/3 of the fees and costs of the arbitrator, and the Superintendent shall pay 1/3 of such fees and costs, however, the Superintendent's share shall not exceed \$1,500.00. Each party will deposit funds or post other appropriate security for its or his share of the arbitrator's fee, in an amount and manner determined by the arbitrator, ten (10) days before the first day of hearing. Each party shall pay for its or his own costs and attorney's fees, if any. If any party prevails on a statutory claim that entitles the prevailing party to attorneys' fees, the arbitrator may award reasonable fees to the prevailing party in accordance with such statute.

(i) Any award by the arbitrator shall be final, conclusive, and binding upon the parties, and a judgment thereon may be entered in the highest court for the forum, state or federal, having jurisdiction. Upon the entry of an arbitral award in favor of the Superintendent, the District shall have thirty (30) days after its receipt of such award within which to fully

comply with the same, and a judgment may not be entered to enforce such award until such time as the District has had reasonable opportunity to comply with the arbitral award in accordance with this provision.

15. **Defense and Indemnification.** In light of the unique nature of the Superintendent's professional duties, FPS shall provide to the Superintendent, at no expense to him, legal counsel and representation in any legal action brought against him as an administrator provided the Superintendent acted in a reasonable and lawful manner. FPS will also hold the Superintendent harmless against all liability that results from his reasonable and lawful performance in the course and scope of his employment duties as the Superintendent.

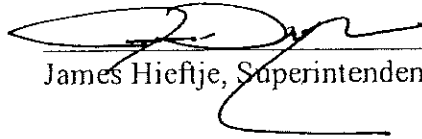
16. **Total Agreement.** This Contract contains all the terms and conditions agreed upon by the parties with respect to the subject matter of this Contract and supersede all prior agreements, arrangements, and communications between the parties concerning such subject matter, whether oral or written. The Superintendent agrees and understands that no employee or individual Board member is authorized to modify this Contract or enter into a new or different contract of employment. Modifications, additions or deletions of this Contract shall not be binding unless written and authorized by appropriate and lawful Board resolution, and signed by both parties.

17. **Severability.** If any provision or segment of this Contract is determined by a court of competent jurisdiction to be unlawful and/or unenforceable, then such provision or segment shall be deemed to be severed from the remainder of the Contract and the Contract shall otherwise be in full force and effect.

18. **Law.** This Contract shall be interpreted according to the laws of the State of Michigan.

The parties, having read this entire Contract, consisting of 14 pages, signify their consent to its terms by signing below where indicated as of the dates stated.

Date: JULY 22, 2010


James Hieftje, Superintendent

FREMONT PUBLIC SCHOOLS
BOARD OF EDUCATION

Date: July 22, 2010

By: Anita L. Osterman
Its: President