

# **SUPERINTENDENT CONTRACT OF EMPLOYMENT**

## **FREMONT PUBLIC SCHOOLS**

It is hereby agreed by and between the Board of Education of the Fremont Public School District (hereinafter "Board") and Kenneth Haggart (hereinafter "Superintendent") that pursuant to Section 1229(1) of the Revised School Code, the Board in accordance with its action found in the minutes of its meeting held on the 25th day of June, 2018, has and does hereby employ the said Superintendent for a three (3) year period commencing on July 1, 2018 and ending on June 30, 2021, according to the terms and conditions as described and set forth herein as follows:

### **1. Duties**

Superintendent agrees to devote his/her talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. 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 during the entire term of this Contract. Superintendent agrees that he/she will diligently and competently discharge his/her duties on behalf of the School District to enhance the operation of the School District and will use his/her best efforts to maintain and improve the quality of the programs and services of the School District. Superintendent acknowledges the ultimate authority of the Board with respect to his/her responsibilities and directions related thereto.

### **2. Credentials and Qualifications**

Superintendent represents that he/she possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the provisions of Sections 1246 and 1536 of the Revised School Code, the regulations of the Michigan Department of Education, and those required by the Board to serve in the position assigned. Superintendent agrees, as a condition of his/her continued employment, to meet and maintain all certification and continuing education requirements for the position assigned, as are and may be required by law and/or by the State Board of Education. If at any time Superintendent fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

### **3. Salary**

Superintendent shall be paid at an annual (twelve month) salary rate of not less than One Hundred Thirty-Four Thousand, Nine Hundred Thirty-Two and 00/100 dollars (\$134,932) in consideration of his/her performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board for 2018/19. Salary shall increase by 2% each year for the terms of this contract. Superintendent shall be paid \$137,691 (2019/20) and \$140,444 (2020/21)

The Board hereby retains the right to increase the annual salary of Superintendent during the term of this contract. Consistent with the provisions of Section 1250 of the Revised School Code, Superintendent's job performance, accomplishments and District Financials will be significant factors in determining any adjustment to Superintendent's compensation. Any increase 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 part of this contract. (See Attachments if necessary)

Superintendent shall also be paid \$2500 each year for his degree and Superintendent certification. This shall be broken down into 26 equal payments made payable during each pay period.

### **4. Deferred Compensation**

At the end of each fiscal year, the Superintendent shall annually receive a tax-deferred annuity in the amount of 3% of the current year's salary. If the Superintendent's employment is terminated during a school year, the tax deferred annuity payment will be prorated based on months of employment.

**5. Term of Employment**

Superintendent is employed on the basis of fifty-two (52) weeks of work per contract/fiscal year (July 1 through June 30) as scheduled by the Board.

**6. Evaluation**

Superintendent's performance shall be evaluated at least annually using multiple rating categories that take into account data on student growth as required by Section 1250 of the Revised School Code (or its successor provision). A successful evaluation (effective or highly effective) will result in an off-schedule merit pay inclusion. (see section 7)

**7. Merit Pay**

In accordance with Section 1249 of the Revised School Code, Merit Pay will be based upon the success of the building principals' performance as well as the performance of the Superintendent based upon criteria laid out each year both the Superintendent and the Board of Education. (See attachment)

**8. Termination**

The Board shall be entitled to terminate the Superintendent's employment at any time during the term of this Contract when it determines that Superintendent has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if Superintendent materially breaches the terms and conditions of this Contract, or for other reasonable and just causes.

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.

In the event that the Board undertakes to dismiss Superintendent during the term of this Contract, the Board shall notify the Superintendent in writing, no later than one year prior to the termination of the Contract, of the Board's then existing intent regarding renewal of the Superintendent's Contract with the Board, such intent to be as specific as possible at the time it is given but which shall not be binding upon the Board. In the event of termination of employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

**9. Tenure**

Superintendent agrees that he shall not be deemed to be granted continuing tenure in the position initially assigned or to which he may be assigned or transferred 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 (requiring certification) 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 the Teachers' Tenure Act, be deemed a breach of this Agreement or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

**10. Insurance Benefits**

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 enrollment in the following insurance programs: (see attached chart for dollar amounts)

Health insurance Blue Cross/Blue Shield  
Dental insurance Set Seg.  
Term life insurance Set Seg  
Vision insurance – Set Seg  
Long Term Disability insurance Set Seg  
(Superintendent only)

Superintendent agrees that the Board has the right to allocate to the Superintendent the responsibility for a portion of the premium for the insurance coverages specified above, as may be

This Contract contains the entire agreement and understanding by and between the Board and Superintendent with respect to the employment of Superintendent and no prior or concurrent representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect. All prior contracts or other agreements (written or oral) pertaining to the terms of this contract are cancelled and are superseded by the terms of this contract. Provided, that this contract is voidable pursuant to the provisions of the Revised School Code pertaining to criminal records and criminal history checks.

**16. Amendment/Waiver**

No amendment to or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board reflected in its minutes, and signed by Superintendent and the President and Secretary of 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.

**17. Arbitration**

In the event of any dispute between the parties relating to discharge of Superintendent during the term of this Contract, the parties hereby agree to submit such to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association. Arbitration under this provision shall be conducted pursuant to the terms of the Michigan Arbitration Act, MCL 600.5001 *et seq* and MCR 3.602.

The parties intend that this process of dispute resolution shall be inclusive of all contract and statutory claims advanced by Superintendent arising from Superintendent's discharge during the term of this Contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. However, this agreement to arbitrate does not restrict Superintendent from filing a claim or charge with any state or federal agency (such as the Equal Employment Opportunity Commission or the Michigan Department of Civil Rights), and does not apply to any claims for unemployment compensation or workers' compensation which may be brought by Superintendent. Instead, this agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings.

This agreement to arbitrate means that Superintendent is waiving his/her right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, Superintendent shall have the right to representation by counsel of his/her choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery and the right to a fair hearing. However, Superintendent, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.

The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and Superintendent, subject to the right of Superintendent to seek to tax such fees as costs against the Board.

Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within one hundred eighty (180) days of the effective date of Superintendent's discharge during the term of this Contract. The Decision and Award of the arbitrator shall be final and binding and judgment thereon may be entered in the Circuit Court for the 27<sup>th</sup> Judicial Circuit of Michigan (Newaygo County), pursuant to MCL 600.5001.

**18. Severability**

If any provision of this Agreement becomes or is declared by a Court of competent jurisdiction to be illegal, unenforceable or void, this Contract shall continue in full force and effect without said provision(s).

**19. Limitation of Action**

determined by the Board, in its discretion. However, this contribution shall not be less than the amount determined by the Board to be necessary to comply with the Publicly Funded Health Insurance Contribution Act, 2011 PA 152. The Board will notify Superintendent of the premium amount for which he/she is responsible in excess of the Board paid premium contributions. Superintendent agrees that the amount of premium contributions designated by the Board as Superintendent's responsibility shall be payroll deducted from Superintendent's compensation.

**11. Holidays**

Superintendent is entitled to the scheduled holidays for which no service to the School District is required: (List Holidays)

- New Year's Day
- Memorial Day
- 4th of July
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve
- +1 floating Holiday of Supt choice

**12. Sick Days**

If Superintendent is absent from duty on account of personal illness or disability, he shall be allowed full pay for a total of 12 days per contract year. Unused paid leave days hereunder shall be cumulative to a maximum of 130 days for absence due to personal illness or disability of Superintendent. Sick days shall be audited using leave slips (signed by the President of the Board) and the current auditing system.

**13. Vacation Days**

The Superintendent shall be provided with twenty-five (25) days of vacation annually. Up to ten (10) days of vacation time will be paid at the per diem rate for the days of unused annual vacation. Payment will be made at the end of the fiscal year or when the Superintendent leaves the employ of the district, at his option. Vacation days do not carry over from year to year. The Superintendent will notify the Board President when five or more vacation days are scheduled to be used at one time.

**14. Expense Reimbursement**

Superintendent shall be eligible to be reimbursed for travel, meals and lodging in accordance with per diem expense and reimbursement standards and procedures established by the Board. Superintendent shall be required to present an itemized account of his/her reasonable and necessary expenses in accordance with direction of the Board or its designee upon request.

The Board shall reimburse the Superintendent at the rate per mile establish by the IRS for use of his automobile in conducting business associated with the position of Superintendent of Schools.

Subject to express approval by the Board, the fees or dues for membership in appropriate professional organizations shall be paid by the Board. Subject to prior approval by the Board, the Superintendent may attend appropriate professional meetings at the local, state and national levels and shall be reimbursed for any registration fees, tuition, travel, lodging and/or reasonable meal expenses for himself in relation thereto not prepaid by the Board.

**15. Entire Agreement**

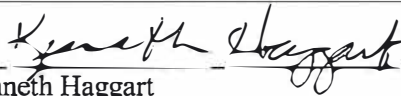

Superintendent agrees that any claim or suit arising out of Superintendent's employment with the Board must be filed no more than six (6) months after the date of the employment action that is the subject of the claim or suit. Superintendent understands that the statute of limitations for claims arising out of an employment action may be longer than six (6) months, but agrees to be bound by the six (6) month period of limitation set forth herein and waives any statute of limitations to the contrary. Should a court of competent jurisdiction determine that this provision allows an unreasonably short period of time to commence a law suit, it is the intent of the parties that the court enforce this provision to the extent possible and declare the law suit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.

**20. Authority**

This Agreement is executed on behalf of the Fremont School District pursuant to the authority granted as contained in the resolution of the Board adopted on \_\_\_\_\_, 2018, 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.

SUPERINTENDENT

Date: <u>8/17/18</u>	 Kenneth Haggart
Date: <u>8/7/18</u>	FREMONT SCHOOLS BOARD OF EDUCATION By  President  By _____ Secretary