

Administrative Employment Contract

THIS CONTRACT made as of the date hereinafter set forth by and between the **Cassopolis Public Schools**, Cass County, Michigan acting by and through its **Board of Education** ("Board"), and **Tracy D. Hertsel**, ("Administrator");

WITNESSETH:

WHEREAS, The Board desires to employ the Administrator as **Superintendent of Public Schools** in Cassopolis, Michigan,

WHEREAS, The parties desire that the employment agreement be reduced to writing setting forth the duties and specifics of the relationship between the Board and the Administrator,

NOW, THEREFORE, in consideration of the mutual promises and covenants herein specified, the parties agree as follows:

1. **Employment and Duties.** The Board hereby employs the Administrator to perform the duties of Superintendent of Schools. The Administrator shall have charge of the administration of the schools under the direction of the Board. He shall be the chief executive officer of the District, and as such shall organize, re-organize, and arrange the administrative and supervisory staff, subject to the approval of the Board; and shall from time to time, suggest and implement rules, regulations, and procedures deemed necessary for the well-being of the school district; and in general, perform all duties incident to the office of Superintendent specified by law, together with the duties endorsed on this Contract and such other professional duties as may be from time to time prescribed by the Board which are not expressly contrary to law or to the terms of this Contract.

2. **Performance.** The Administrator agrees to perform the duties of Superintendent of Schools in a competent and professional manner in accordance with the established policies and regulations of the Board, and the laws of the State of Michigan.

3. **Contract Term.**

3.1 **Primary Term.** This Contract shall begin on July 1, 2012 and end on June 30, 2015, unless terminated early as herein provided.

3.2 **Renewal.** The Board may renew this Contract at any time prior to July 1, 2013, subject to continued satisfactory performance as determined by the Board and subject further to notice requirements set by law. The terms of any such renewal shall be as mutually agreed upon by the parties. This contract shall be extended for an

additional one year period each year unless the Board gives the Administrator written notice of non-extension on or before March 15. This provision shall not apply to the school year that this contract expires. Extensions or renewal of this contract in the school year it expires shall be governed by Section 1229 of the Revised School Code.

3.3 **Nonrenewal.** The Board shall give the Administrator such notice of nonrenewal of contract as may be required by law.

3.4 **Early Termination.** This contract may be terminated prior to the contract expiration date if

A. The Administrator shall

1. Fail to satisfy applicable administrative certification or continuing education requirements under state or federal law.

2. Be convicted of a felony or a crime involving moral turpitude;

3. Resign on the giving of written notice of at least ninety (90) days, or such other period as shall be mutually agreeable;

4. Be unable to perform the duties of his position by reason of disability for a period of ninety (90) days, provided that if a question exists concerning the capacity of the Administrator to perform all the duties incident to the office of Superintendent, the Administrator shall submit to a medical examination to be performed by a mutually acceptable medical doctor. The physician shall limit his report to the issues of whether the Administrator has a continuing disability which prevents him from performing his duties.

5. Die, or if

B. The Administrator materially breaches the terms of this contract or engages in conduct which constitutes grounds for discharge under Michigan law. The Board, prior to terminating the employment of the Administrator, shall provide advance written notice of charges in the event of a hearing, and give the Administrator an opportunity to have a fair hearing before the Board to discuss such charges. The Administrator shall have the right to request that the hearing be closed or open in accordance with applicable law and to have representation of counsel of his own choosing at his own expense. The determination of the Board shall be in writing and given to the Administrator within a reasonable time after the termination of such hearing. This provision does not apply to contract nonrenewal in accordance with Section 1229 of the Revised School Code.

4. Compensation.

4.1 Base Salary. The Board of Education shall pay to the Administrator an annual salary of One Hundred Eight Thousand (\$108,000) Dollars for the 2012-2013 school year. The Board of Education shall consider the Administrator's job performance and job accomplishments in setting his annual base salary as required by Section 1250 of the Revised School Code.

4.2 Compensation Adjustment. The parties agree to meet upon the settlement of the teacher's Master Agreement to make such compensation and contract term adjustments as may be mutually agreed upon for the next contract year.

4.3 Fringe Benefits. The Administrator shall be given such fringe benefits as are set forth under Special Endorsements or as may be authorized by the Board from time to time in writing. The Administrator's fringe benefits shall be no less favorable than the fringe benefits provided to other administrators of Cassopolis Public Schools. Further, in no event will the Board reduce the Administrator's fringe benefits below the levels described in the Special Endorsements.

4.4 Compensation Reduction.

A. If the contract is terminated early by reason of the happening of events as set forth in 3.4 A 1, 2, 3, 5, or 3.4 B, compensation shall end as of the effective date of termination.

B. If the contract is terminated early by reason of the disability of the Administrator (3.4 A.4), compensation shall be continued for the disability insurance qualification period but not longer than ninety (90) days.

C. The Board is authorized to make such payroll deductions as may be required by law or authorized by the Administrator and to deduct such sums as have not been earned by reason of the absence of the Administrator over and above allowed herein for sick leave or other authorized absence.

If the Administrator is paid compensation which is in excess of compensation earned to the date of termination of employment, the Administrator agrees to reimburse the Board in an amount equal to such unearned compensation and Administrator also agrees to payroll deduction of any unearned compensation.

5. Assignability. This contract is for personal professional services and may not be assigned or transferred by the Administrator or by the Board.

6. **Contract Administration.**

6.1 **Notice.** Any written notice to the Administrator may be given in any reasonable manner. Written notice by ordinary mail, postage prepaid, to the last written address given the Board by the Administrator shall constitute reasonable notice.

6.2 **Hearings.** If a dispute shall arise between the parties concerning the interpretation or application of this contract, the Administrator shall have the right to a hearing as provided by Board policy.

6.3 **Personnel Records.** The Board shall cause an official personnel file to be maintained for the Administrator, which file shall be maintained and reviewed as provided by Board policy.

6.4 **Employment Regulations.** The Board reserves the right to establish from time to time such reasonable employment regulations as are not contrary to the express terms of this contract.

6.5 **Evaluation.** The Board and the Administrator shall meet on a schedule defined annually prior to July 1, for the purpose of evaluating the performance of the Administrator on a continuing basis, according to Sections 1249 and 1250 of the Revised School Code. The schedule of such evaluative meetings shall be established by the Board at the beginning of each contract year. Each party shall have an opportunity to propose matters to be included on the agenda of such meetings. Any specific recommendations concerning the Administrator's performance shall be reduced to writing and given to the Administrator. The Administrator shall be provided with the identification of goals, objectives, and if needed, recommendations for the Administrator's improvement. The Administrator shall have the right to make a written response to the review, which response shall be attached to the written summary and placed in the Administrator's personnel file. The administrator's performance shall be evaluated by the Board at least annually using multiple rating categories that take into account data on student growth as a significant factor.

6.6 **Administrator's Liability.** The Board agrees to indemnify and save harmless the Administrator against expenses actually and necessarily incurred by the Administrator in connection with any action in which the Administrator is a party by reason of being or having been employed by the Board as an administrator and to endorse the Administrator as an insured on the school district errors and omissions policy, in the amount of One Million (\$1,000,000) Dollars, except:

A. Any action in which the Administrator shall have been determined to have been guilty of intentional misconduct or gross negligence; or

B. Any action in which the Administrator shall have been determined to have been guilty of negligence arising out of a breach of duty following notice of termination, unless the Board shall otherwise decide; or

C. Any action in which the Administrator shall have failed to notify the School District of a claim within a reasonable time or shall have failed to cooperate in the defense of such claim, but only to the extent that the defense of such action shall have been prejudiced by reason of such failure to give notice or to cooperate.

6.7 **Annual physical examination.** The Administrator agrees to have a comprehensive medical examination once every year. A statement certifying the physical competency of the Superintendent shall be submitted to the President of the Board of Education and shall be treated as confidential information. The cost of the physical examination and reports shall be paid by the District. A statement certifying the mental competency of the Superintendent may also be required in circumstances where such certification is job related and consistent with business necessity. The cost of the examination and report shall be paid by the District.


The Administrator shall 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 specified in this contract.

6.8 **Residence.** It is understood and agreed that the Administrator will reside within a 20 mile radius of the School District, as stipulated by State law.

6.9 **Additional Terms.** Any additional terms attached hereto as Special Endorsement shall constitute a part of this contract.

IN WITNESS WHEREOF, the parties have executed in duplicate original this Administrative Employment Contract as of July 1, 2012.


ADMINISTRATOR:


Tracy D. Hertzfel

BOARD:

CASSOPOLIS PUBLIC SCHOOLS
CASS COUNTY, MICHIGAN

BY: 
Christine Locke, President

BY: 
Susan L. Horstmann, Secretary

SPECIAL ENDORSEMENTS

1. The Board shall pay the applicable premiums on behalf of the Administrator for
 - A. Health coverage provided by the Board for the Administrator and his eligible dependents. The Board shall pay the premium up to \$15,000 per year for full-family and the Administrator shall be responsible for any annual premium in excess of \$15,000. The Administrator may pay his required premium on a pre-tax basis under the District's Section 125 Plan. Any portion of the premium that the Administrator is obligated to pay which is not paid under the District Section 125 Plan shall be paid through payroll deduction.
 - B. A qualified group term life insurance policy, including AD+D, in the face amount of 1 1/2 times the annual salary of the Administrator with a carrier to be selected by the Board.
 - C. ~~Dental~~ Dental Insurance Plan as determined by the Board will be provided for the Administrator and family.
 - D. ~~Vision~~ Vision Coverage will be provided for the Administrator and family.

The foregoing insurance benefits shall be subject to the express terms, conditions, and limitations set forth in the Master Contracts issued by the respective carriers to the Board.

2.
 - A. Vacation. The Administrator shall be eligible to receive twenty (20) vacation days with pay annually, which days shall be earned at the rate of 1.67 days per month. Earned vacation days shall be taken at such time as shall be mutually agreeable to the parties provided, however, that the Administrator shall have the right to carry up to ten (10) days from one fiscal year to the next with the prior knowledge and consent of the Board. The Administrator shall be entitled to full compensation for any vacation days earned but unused as of the date of termination.
 - B. Holidays. The Administrator shall be eligible to receive the following holidays: New Year's Day, Martin Luther King, Jr. Day, President's Day, Good Friday, Memorial Day, July 4th, Friday Before Labor Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Day before Christmas, Christmas Day, and the Day before New Year's Day.
 - C. Sick Leave. The Administrator shall be credited with twelve (12) days of sick leave in advance for each contract year, TWO of which may be used for personal business. Sick leave days may accumulate to a total of twenty (20) excluding those days credited for the current contract year. After twenty (20) days have been accumulated, any unused days remaining at the end of a contract year shall be paid to the Administrator at the rate of one-half (1/2) of the Administrator's daily rate. For the

purposes of this provision, the Administrator's daily rate shall be computed by dividing the Administrator's gross compensation by 260.

3. Payment may be authorized by the Board to enable the Administrator to join one or more professional organizations. This provision shall not authorize the Administrator to join any organization that advocates the withholding of services from students.

4. The Board, in recognition of the benefits to the School District to be derived from the continuing professional development of the Administrator, encourages the Administrator's involvement in professional activities. Reasonable expenses incurred in attending professional conferences shall be paid by the Board if such expenses are submitted in accordance with applicable policies and regulations. The Administrator shall be permitted to attend such conferences during each fiscal year, within the allocated budget, with the prior knowledge and approval of the Board.

5. The Administrator shall be reimbursed for meal and out-of-pocket expenses incurred in the discharge of his duties in accordance with reimbursement procedures and allowances adopted from time to time by the Board.

6. The Board expects that the Superintendent will elect to participate in the Basic Plan of the Michigan Public School Employees Retirement System. If so elected, the Superintendent's compensation will be increased by an amount equal to the contribution required to participate in the Basic Plan, including any increased employee contributions required to maintain the Administrator's current 1.5% pension multiplier under MPERS. For each year covered by this Contract of Employment, the Board will make an annuity contribution on behalf of the Superintendent in an amount equal to ten percent (10%) of the Superintendent's Base Salary. The Board may increase this contribution at its discretion in the future based upon favorable performance evaluations.

7. The Board agrees to pay actual cost of tuition and books for classes taken by the Superintendent, up to the current charge per graduate credit at Western Michigan University. The Board limits its responsibility to a maximum of six (6) credit hours per year.

8. The Board agrees for the Superintendent the use of a district vehicle at all times, with the understanding that when it is needed the Superintendent will make it available for that period of time.

9. The Administrator shall devote his time, attention, and energy to the business of the school district. However, he may engage in lecturing and writing activities related to the educational field so long as such activities do not interfere with his duties and responsibilities to the school district.