

CONTRACT OF EMPLOYMENT

SUPERINTENDENT

It is hereby agreed by and between the Board of Education of the Haslett Public Schools School District (hereinafter "Board") and Steven Cook (hereinafter "Superintendent") that pursuant to Section 1229(2) of the Revised School Code of the State of Michigan, the Board in accordance with its action found in the minutes of its meeting held on the 27th day of June, 2016, has and does hereby employ the said Steven Cook for a three year period commencing on July 1, 2016 and ending on June 30, 2019, according to the terms and conditions as described and set forth herein as follows:

1. Superintendent shall perform the duties of Superintendent as prescribed by the Board and as may be established, modified and/or amended from time to time by the Board and under the supervision and direction of the Superintendent of Schools. Superintendent acknowledges the ultimate authority of the Board with respect to his responsibilities and directions related thereto. Superintendent is subject to assignment and transfer to another position of administrative employment in the School District at the discretion of the Board.
2. Superintendent represents that he 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, including 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 continued employment, to meet and maintain all certification and continuing education requirements for the position assigned, as may be required by law and/or by the Michigan Department of Education. If at any time Superintendent fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position of assigned as required herein, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.
3. Superintendent agrees to devote his 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 Superintendent 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 for which he is responsible during the entire term of this Agreement. Superintendent agrees that he will diligently and competently discharge his duties on behalf of the School District to enhance the operation of the School District and will use his best efforts to maintain and improve the quality of the programs and services of the School District.
4. Superintendent shall be paid at an annual salary rate of not less than One Hundred Forty Thousand Dollars (\$140,000.00) in consideration of his performance of the duties and

responsibilities of the position assigned in conformance with the requirements and expectations of the Board. In addition, Superintendent also shall receive the following:

- (1) Superintendent shall receive an annual longevity payment of Two Thousand Five Hundred Dollars (\$2,500.00), such amount shall be subject to deductions required by law and will be remitted on the last regular payroll of the District each fiscal year; and
- (2) Superintendent shall receive a tax sheltered annuity annually in the amount of Twenty Thousand Dollars (\$20,000.00) at the start of each fiscal year.

Should Superintendent be assigned or transferred to another administrative position, the salary paid shall be as established by the Board for that position. The annual salary shall be paid in equal bi-weekly installments beginning with the commencement of the employee's actual work time (July 1-June 30). If less than a full year is worked, the salary shall be prorated.

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 and job accomplishments 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.

5. Superintendent is employed on the basis of fifty-two (52) weeks of work per fiscal year (July 1 through June 30) as scheduled by the Board. Superintendent shall be granted vacation time of twenty (20) days per fiscal year (160 hours), plus holidays as enumerated in paragraph 14. Vacation days must be used within the fiscal year for which they are made available, but the Superintendent may annually elect to be reimbursed up to a maximum of five (5) days per year at his per diem rate. 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. All scheduling of vacation is subject to the approval of the Board.

6. Superintendent's performance shall be evaluated by the Board of Education at least annually using multiple rating categories that take into account data on student growth as required by Section 1249 of the Revised School Code (or its successor provision).

7. 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, if Superintendent materially breaches the terms and conditions of this Contract, or for other causes that are not arbitrary or capricious.

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, he shall be entitled to written notice of charges and an opportunity for a hearing before 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.

8. Additionally, this Contract may be terminated during its term pursuant to a reduction in administrative personnel, as determined by the Board. The Superintendent shall be given at least thirty (30) days notice of termination prior to the effective date of layoff. In the event of layoff, the Board shall have no further obligation under this Contract.

9. In the event of Superintendent's mental and/or physical incapacity to perform the duties of his office, he shall be granted an initial leave of sixty (60) work days for purpose of recovery. The Superintendent shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the sixty (60) work day period to be unpaid. Upon utilizing leave under this provision, Superintendent shall furnish medical certification to the Board (or its designee) respecting the necessity for the leave.

If the Board (or designee) has reason to doubt the validity of the medical certification supplied by Superintendent, it may require a second opinion, at Board expense.

Superintendent may request a ninety (90) work day unpaid leave extension in the event of his physical and/or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is reasonable likelihood that Superintendent will be able to resume his duties at the end of the extended leave interval. Medical certification shall be supplied by Superintendent as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

If the Superintendent is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), his employment and this Contract may be terminated at the option of the Board. However, no such termination shall occur where restoration after leave is required by the Family and Medical Leave Act.

Prior to resumption of duty after an unpaid leave of absence for a serious health condition, Superintendent shall provide to the Board a fitness for duty certification from Superintendent's health care provider. A second opinion may be required by the Board, at its expense, unless the securing of the second opinion in this context is precluded by the Family and Medical Leave Act.

10. 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 Contract or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

11. Superintendent 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 programs specified under this Contract. Additionally, upon request of the Board, Superintendent shall authorize the release of medical information necessary to determine if Superintendent is capable of performing the essential job functions required by his assignment, with or without job accommodation(s). Any physical or mental examination or disclosure of such information required of Superintendent by the Board shall be job related and consistent with business necessity. Any medical or psychological examination under this section shall be at Board expense. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.

12. 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 the following insurance programs or comparable programs:

- a. Full Family Health Insurance/Health Savings Account: MESSA ABC - Plan 1; the Board will pay the \$2,600 annual plan deductible (family) or \$1,300 annual plan deductible (single subscriber);

Superintendent shall pay 20% of the cost of his health insurance benefits or the hard cap, whichever is greater.

This amount will be deducted twice per month throughout the fiscal year.

- b. Long Term Disability Insurance: 70% of covered monthly earnings to a maximum monthly benefit of \$4,000; 90 day elimination period or expiration of accrued sick leave, whichever interval is greater; 24 months own occupation; \$1,200 per month COBRA benefit/maximum 29 months;
- c. Delta Dental Insurance (self-insured or the predominant insurance carrier utilized by the District) - 100: 90/90/90: \$2,000 combined Annual Basic/Major Services Maximum; \$2,000 Lifetime Maximum Orthodontic Benefit;

- d. Vision Insurance - (self-insured or the predominant insurance held by the District) - specifications shall be in the Benefits Schedule for VIS-2011000; VIS FRM-0800001; COMP 3306000;
- e. Term Life Insurance - two (2) times annual salary (rounded to the next highest \$1,000), subject to a maximum policy benefit of \$300,000;
- f. Dependent Life - \$5,000 spouse/\$2,500 child.

In the event that Superintendent elects not to enroll in the health insurance/health savings account under subparagraph (a) above, and waives that coverage, he will receive the amount of \$225 per month in accordance with the terms of a Section 125 Plan sponsored by the Board provided the Superintendent first presents recorded evidence that he otherwise receives insurance that meets the coverage and affordability standards of the Affordable Care Act.

13. The Board reserves the right to change the identity of the insurance carrier, policyholder or third party administrator for any of the above coverages, provided that comparable coverage, as determined by the Board, is maintained during the term of this Contract. Additionally, the Board reserves the right to self-fund any of the above benefits. The Board shall not be required to remit premiums for any insurance coverages for Superintendent and his eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder or third-party administrator. The terms of any contract or policy issued by any insurance company or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. Superintendent is responsible for assuring completion of all forms and documents needed to receive the above described insurance coverage. The Board, by payment of the premium amounts required to provide the above-described insurance coverage(s), shall be relieved from all liability with respect to insurance benefits.

14. Superintendent is entitled to the following holidays for which no service to the School District is required:

- Fourth of July
- Labor Day
- Thanksgiving and Friday after
- Christmas Eve and Christmas Day
- New Years Day
- President's Day
- Memorial Day

15. If Superintendent is absent from duty on account of personal illness or disability, he shall be allowed full pay for a total of ten (10) days per contract year, prorated based upon actual days

worked (July 1 through June 30). Unused paid leave days hereunder shall be cumulative to a maximum of one hundred (100) days for absence due to personal illness or disability of Superintendent. Superintendent shall not receive any additional compensation in lieu of the use of sick days.

16. 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. Out of state travel is subject to prior approval of the Board President or designee. Board President will be notified in advance by Administrator for in-state overnight travel. Superintendent shall be required to present an itemized account of his reasonable and necessary expenses in accordance with the direction of the Board or its designee.

17. The District shall pay up to \$15,000 per the term of the contract for the Superintendent's continuing education, including at any Michigan university or college for courses taken by the Superintendent that are associated with his professional development.

18. In recognition that Superintendent has been employed by the District for twelve (12) or more years, should he retire, the Board will pay \$725 per year of service for up to 15 years of service to the District. In order to be eligible to receive payment under this provision, Superintendent must submit written notice of resignation due to retirement to the Board at least ninety (90) days before the effective date of the Superintendent's resignation due to retirement. The Board has the discretion to waive the written notice of resignation/retirement that is a condition to Superintendent's receipt of this benefit.

"Retirement" shall be interpreted to mean resigning from the Haslett Public Schools and immediately becoming an annuitant of either the Michigan Public School Employees Retirement Fund, Social Security, or both.

19. The Board agrees to pay the premium amount for errors and omissions insurance coverage for Superintendent while engaged in the performance of a governmental function and while the Superintendent is acting within the scope of his authority. The policy limits for this coverage shall be not less than \$2,000,000.00. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of Superintendent. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions coverage. In the event that such insurance coverage cannot be purchased in the above amounts and/or at a reasonable premium rate, the Board shall the right to discontinue said coverage and shall so notify Superintendent. In that event, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to Superintendent as is authorized under MCL 691.1408 and MCL 380.11a(3)(d).

20. 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.

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.

21. 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 691.1681 *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 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 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 30th Judicial Court of Michigan (Ingham County), MCL 691.1681 *et seq.*

22. If any provision of this Contract 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).

23. 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.

24. This Contract is executed on behalf of the Haslett Public Schools School District pursuant to the authority granted as contained in this action of the Board adopted on June 27, 2016, 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.

Date: 6/26/16

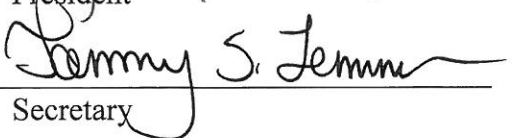


STEVEN COOK, SUPERINTENDENT

HASLETT PUBLIC SCHOOLS
BOARD OF EDUCATION

Date: 6/27/16

By 
President

By 
Secretary