

## SUPERINTENDENT'S EMPLOYMENT AGREEMENT

Agreement made and entered into by and between the Fraser Public Schools District (hereinafter "School District" or "District") and David M. Richards, (hereinafter "Superintendent").

The School District and the Superintendent hereby agree as follows:

1. **Term:** The District will employ the Superintendent for the period from July 1, 2010, to June 30, 2013. Should the Board of Education of the School District (hereinafter "Board") desire not to renew this Agreement, the Board will give the Superintendent notice of its decision at least 90 days before the expiration date; otherwise, this Agreement will automatically renew for one more year.

2. **Tenure:** The Superintendent will not have or acquire tenure as Superintendent of Schools or in any other administrative or assigned capacity. The District's failure to continue the Superintendent's employment after the term of this Agreement, or re-employ him in any other capacity, will not be considered a breach of this Agreement.

3. **Qualifications:** The Superintendent represents and warrants that he meets, and will continue to meet, at least the minimum qualifications and certifications required by the State of Michigan to serve as the District's Superintendent of Schools.

4. **Duties:** The Superintendent represents and warrants that he is able, and will continue to be able, to serve as the District's Superintendent of Schools in a competent and professional manner in compliance with applicable laws, policies and regulations adopted by the Board, and as otherwise directed by the Board. The

Superintendent shall perform his duties over the full fifty-two (52) weeks of the School District's fiscal year (July 1 to June 30), less applicable vacation, leave, and holidays. The Superintendent shall be expected to attend meetings of the Board and its committees and to attend and participate in School District functions or, on occasion, other civic activities having relation to the School District's interests within the Fraser community. The Superintendent will report to the Board information, which would, or might, affect or be relevant to the business of the School District. The Board collectively and individually shall refer promptly all criticism, complaints and suggestions called to their attention to the Superintendent for study and recommendation.

5. **Compensation:**

- A. Base Salary: The Superintendent's base salary will be \$136,479.00.
- B. Tax-Deferred Payment Program (TDP) Supplemental Salary Payment: The Superintendent has previously entered into a contract with the Office of Retirement Services (ORS) to purchase retirement service credit through payroll deduction from gross wages. The Superintendent's annual salary will be increased by an amount equal to such payments, which is \$8521.00 each year over each of the three years of the contract.
- C. Merit Pay: Consistent with the requirements of Race-to-the-Top legislation, the Superintendent shall be eligible for a merit pay bonus for each year of the contract, which shall be paid in June or July. The criteria for such merit pay bonus shall be by mutual agreement and in accordance with the guidelines to be promulgated by the Michigan Department of Education.
- D. Vacation: The Superintendent may take up to twenty (20) vacation days per school year, exclusive of legal holidays, subject to prior notice to the Board's President. Notwithstanding the non-cumulative nature of such vacation days, the Superintendent may elect to use vacation days not taken in the preceding school year up until September 30 in a subsequent year only, and may elect to

be paid a maximum of five (5) unused vacation days upon written request to the Board President.

- E. Holidays: The following days shall be considered holidays: Independence Day, Labor Day, Thanksgiving, the Friday following Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Good Friday (provided it is not a school day), Easter Monday (provided it is not a school day), and Memorial Day.
- F. Leave: The District will provide twelve leave days per year (prorated for periods of less than a year) for the purpose of sick and/or personal business leave, which may be accumulated up to a maximum of 120 days. The Superintendent shall carry over and be credited with those accumulated leave days that he earned as a principal in the District.

In the event the Superintendent's service to the District is terminated by retirement or death, he or his heirs or personal representative, as the case may be, shall be paid a sum of money equal to three-quarters ( $\frac{3}{4}$ ) of his total accumulated personal leave days at his daily rate of pay. This daily rate will be calculated based on the total annual number of work days, less the number of holidays, vacation days, and personal leave days for that contract year.

- G. Disability: The Superintendent shall be granted up to 90 (ninety) work days of income protection for personal illness or disability which exceed five consecutive work days in duration. The rate of pay for purposes of income protection shall be the Superintendent's rate of pay on the first day of illness or disability. Such income protection benefit shall not apply at such time that the Superintendent qualifies for long-term disability insurance benefits provided under this agreement. The Superintendent shall furnish medical certification to the Board regarding the necessity for the disability leave. If the Board has reason to doubt the validity of the medical certification supplied by the Superintendent, it may require a second opinion, at Board expense. After taking such disability leave, the Superintendent shall provide the Board a certification that he is fit for duty from the Superintendent's health care provider. A second opinion may be required by the Board, at its expense, unless such a second opinion in this context is precluded by the Family and Medical Leave Act. Should the Superintendent be unable to perform any or all of his duties by reason of illness, accident or other cause beyond his control, and if the disability continues for more than 90 days during any school year, or if it is permanent, irreparable or of such a nature as to make the

performance of the Superintendent's duties impossible, the Board may, in its discretion, terminate this agreement, and all the duties, rights and obligations of both parties shall end.

6. **Fringe Benefits:** During the term of this Agreement, the Superintendent shall receive the fringe benefits set forth in the Fringe Benefit Supplement attached to this Agreement and made a part hereof. The fringe benefits set forth in the attached Supplement shall be subject to annual review and modification as the parties may agree.

7. **Other Work:** The Superintendent may undertake other work during the term of this Agreement, provided the other work does not interfere with the time and effort necessary to perform his duties under this Agreement, and upon advance approval of the President of the Board of Education.

8. **Conflicts of Interest:** The Superintendent will not possess or acquire, directly or indirectly, any interest adverse to the District. If a question arises whether the Superintendent possesses or has acquired an impermissible conflict of interest, the Superintendent will, as soon as practicable, fully disclose the questioned interest to the Board for its review and disposition, which disposition will be controlling.

9. **Evaluation:** Annually, but no later than March 25th of each year, the Board shall review with the Superintendent the Superintendent's performance, which may include progress toward mutually established goals and his working relationships with the Board, staff and community. In absence of agreement on mutually established goals, the Board will establish the goals.

10. **Indemnification/Hold Harmless:** For any action or non-action taken by the Superintendent, the District agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his individual capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting within the scope of his employment, such liability coverage is within the authority of the District to provide under state law, and excluding criminal litigation; it is further understood that in no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings. The Superintendent shall immediately notify the Board of any request for indemnification for any claim or action against him. The Board and the District have the right to conduct the defense of any such claim or action and the Superintendent shall fully cooperate with the Board and the District in the defense. The District may purchase liability insurance to cover its responsibilities set forth above. It is understood that the provisions above shall remain applicable and in effect even after the Superintendent terminates his employment with the District.

11. **Consolidation:** In the event that the position of Superintendent of the Fraser Public Schools District is eliminated by virtue of annexation, consolidation, or other such action, it is agreed that the Superintendent would be reassigned to another central office position at the same salary and benefits as provided in this agreement. If the Superintendent refused to accept the new position, then the Board could immediately terminate the contract without any further obligation or liability.

12. **Reassignment:** The Board may reassign the Superintendent to a different administrative position within the District during the term of this Agreement, with the understanding that in this event the compensation provided to the Superintendent would not be less than that provided under this Agreement.

13. **Termination:** This Agreement will terminate on June 30, 2013. The Superintendent enters into this agreement with no expectation of continued employment with the District beyond that date. Prior to the contract expiration date, the Board and the District will not terminate this Agreement except for just cause, which shall include, but not be limited to, acts of moral turpitude, serious misconduct, and violations of the terms of this Agreement. The Superintendent may terminate this Agreement during its term by providing the Board with at least 60 days advance notice.

14. **Limitations of Actions:** The Superintendent and the District agree that any civil action or administrative complaint arising from or relating to the Superintendent's employment with the District, the termination of the Superintendent's employment with the District or this Agreement must be filed no later than 180 calendar days from the date on which the civil action or administrative complaint accrued or no later than 180 days from the termination of the Superintendent's employment, whichever is sooner, to the extent permitted by law. The District and the Superintendent waive any longer limitations period. This paragraph is not intended to, and should not be construed, to extend any statutory limitations period shorter than 180 calendar days.

15. **Binding Arbitration:** The Superintendent and the Board and the District agree that, except as set forth in the final sentence of this paragraph, any and all claims, demands, actions and causes of action whatsoever, arising from or relating to the Superintendent's employment by the Board and the District, and the negotiation, execution and interpretation of this Agreement, will be submitted to final and binding arbitration before a single arbitrator according to the American Arbitration Association's National Rules for the Resolution of Employment Disputes. The Superintendent, the Board or the District may move for entry of judgment on such an arbitration award in any court of competent jurisdiction. This paragraph does not apply to a decision by the Board or the District not to renew this Agreement, which decision may not be submitted to final and binding arbitration.

16. **Waiver of Breach:** The Board and the District will not waive any breach of any provision of this Agreement except in writing. Such a waiver will not waive future breaches.

17. **Severability:** If any provision of this Agreement is prohibited by the laws of the United States or the State of Michigan, that provision will be unenforceable without invalidating the remaining provisions of this Agreement.

18. **Entire Agreement:** This Agreement is the parties' entire agreement and supersedes any other prior or contemporaneous agreement, written or verbal. The

Agreement may not be modified or rescinded except by another written agreement, approved by the Board in a public meeting, and signed by both the parties.

SUPERINTENDENT



David M. Richards

Date: 5-17-10

BOARD OF EDUCATION OF THE  
FRASER PUBLIC SCHOOLS DISTRICT

By: Deborah M. Prentiss

Deborah Prentiss, Its President

Date: 5-17-10

By: Jim Birko

Jim Birko, Its Secretary

Date: 5.24.10



## FRINGE BENEFIT SUPPLEMENT

This Supplement is attached to and is a part of the Superintendent of Schools Employment Agreement between the Board of Education of the Fraser Public Schools District and David M. Richards for the school years 2010-2013, and sets forth the fringe benefits provided to the Superintendent upon the commencement of this Agreement. It is understood that the following fringe benefits are provided on an annual basis. This Supplement is subject to all of the provisions of the Superintendent of Schools Employment Agreement.

A. **Insurance:** The District will provide the Superintendent the same insurance benefits (including medical, dental, vision, long-term disability [LTD] and life insurance) provided to other certified administrators employed by the District during the term of this Agreement, provided that if there is no cap on the District's contribution towards such insurance premiums, the Superintendent shall pay a minimum of ten percent (10%) of such monthly premium costs (excluding LTD and life insurance), to be paid via payroll deduction.

B. **Long-Term Disability** - The District will provide a long-term income protection plan which pays 70 percent of the Superintendent's pay (the monthly cumulative max cap shall be \$8,500 per month) after 180 days of disability to age 65, subject to the terms of the policy.

C. **Professional Development:** The District will support the Superintendent's professional development by reimbursing him for membership charges for professional, and civic, health or welfare organizations proposed by the Superintendent and approved by the Board.

D. **Expenses:** The District will reimburse the Superintendent for reasonable and necessary expenses incurred on District business, including mileage reimbursement at the Board-Policy rate for all mileage driven for the purpose of conducting District business. The Superintendent will submit itemized expense statements, on a monthly basis, to the Board President for review and approval.

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