

INTERIM SUPERINTENDENT  
CONTRACT WITH  
ATLANTA COMMUNITY SCHOOLS

It is hereby mutually agreed by and between the Atlanta Community Schools Board of Education (hereinafter called the "Board") and Donald Haskin (hereinafter called the "Interim Superintendent") that, pursuant to Section 1229 of the Revised School Code of the State of Michigan, MCL 380.1229, the Board has and does hereby employ employee Donald Haskin as Interim Superintendent, commencing on May 1, 2012 and ending on June 30, 2013, according to the terms and conditions as described and set forth herein as follows:

1. The Interim Superintendent shall perform the duties of the Superintendent as prescribed by the Revised School Code of the State of Michigan and by the rules and regulations of the State Board of Education and as may be established, modified and/or amended from time to time by the Board.
2. The Interim Superintendent's employment with the District shall not extend beyond June 30, 2013. Therefore, the Interim Superintendent hereby tenders and the Board and the District hereby accept the Interim Superintendent's irrevocable resignation effective June 30, 2013. Accordingly, the Board and the District will not provide the Interim Superintendent with the notice of nonrenewal otherwise required by Section 1229(1) of the Revised School Code, MCL 380.1229(1), which notice of nonrenewal is hereby waived by the Interim Superintendent.
3. The Interim Superintendent represents that he possesses, holds, maintains, and will continue to maintain all certificates, credentials and qualifications required by law to serve in the position of Superintendent. If, at any time, the Interim Superintendent fails to maintain all certificates, credentials and qualifications for the position of Superintendent, as required herein, this contract shall automatically terminate and the Board shall have no further obligations to the Interim Superintendent.
4. The Interim Superintendent agrees during the period of this contract to faithfully perform his duties and obligations for the school district including, but not limited to, those duties required by the Revised School Code and the Board.
5. The Interim Superintendent shall be paid \$80,000.00 annually, pro-rated consistent with his length of service, in equal bi-weekly installments, in consideration of his performance of the duties and responsibilities of the position of Superintendent in conformance with the requirements and expectations of the Board as set forth herein.
6. The Interim Superintendent shall work 60 weeks Monday-Friday during the term of this Agreement. The Interim Superintendent may take up to 30 vacation days. In addition the Interim Superintendent does not have to work on July 4th,

the Friday before Labor Day, Labor Day, November 15, Thanksgiving Day and the day after, December 24 and 25, December 31 and January 1, Good Friday, Easter Monday, and Memorial Day. The Interim Superintendent shall not schedule vacation days when students are present without the consent of the Board.

7. The Interim Superintendent's performance shall be evaluated by the Board at least annually in the manner required by Section 1249 of the Revised School Code, MCL 380.1249.
8. The Board shall be entitled to terminate the Interim Superintendent's employment at any time during the term of this contract for good and just cause. In addition this agreement may be terminated at any time for acts of moral turpitude, misconduct, unsatisfactory performance as determined by the evaluation, incompetence as determined by the evaluation, insubordination, or if the employee violates any of the terms or covenants of this agreement. The board shall not arbitrarily or capriciously dismiss the Interim Superintendent.
9. This contract does not confer tenure upon the Interim Superintendent in the position of Superintendent or any other administrative position in the district.
10. The Board shall provide the Interim Superintendent and his eligible dependents the health insurance and other fringe benefits equivalent to those provided to the professional staff organization.
11. The Interim Superintendent shall receive ten (10) paid sick days during the term of this agreement. Personal business and bereavement leave may be allowed at the discretion of the Board.
12. The Board agrees to pay the approved car expenses (at the Federal set rate per mile), lodging, conference fees, meals, and other expenses related and connected with the operation of the school system.
13. The Board expects the Interim Superintendent to continue professional development and to participate in relevant and current learning experiences. Subject to budget limitations and with Board concurrence the Interim Superintendent is encouraged to participate in appropriate professional meetings at the local, regional, and state level and to hold membership in the appropriate organizations with the Board paying the membership fee.
14. This contract of employment contains the entire agreement and understanding by and between the Board and the Interim Superintendent with respect to the employment of the Interim Superintendent and no representations, promises, contracts or understandings, written or oral, not contained herein shall be of any force or effect. No change or modifications of this contract of employment shall be valid or binding unless it is in writing and signed by the Interim

Superintendent and by the Board. No waiver of any provisions of this agreement shall be valid unless it is in writing and signed by the Interim Superintendent and 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.

15. If any provision of this agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this agreement shall continue in full force and effect without said provisions; provided, however, that no such severability shall be effective if it materially changes the economic benefit of this agreement to any party.
16. This agreement is executed on behalf of the Atlanta Community Schools District pursuant to the authority granted under the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on this day and year noted.

Donald R. Hasbin Jr.  
Interim Superintendent

5/17/12  
Date

John Fyfe  
Board President

5-17-12  
Date

Michael Talbot  
Board Secretary

5-17-12  
Date