



HART PUBLIC SCHOOLS
301 W. Johnson Street
Hart, Michigan 49420

CONTRACT OF EMPLOYMENT

Superintendent of Schools

It is hereby mutually agreed by and between the Hart Public Schools Board of Education (hereinafter "Board") and Ron Moag (hereinafter "Superintendent") that, pursuant to Section 1229 of the Revised School Code of the State of Michigan, MCL 380.1229 (Public Act 289 of 1995), the Board has and does hereby employ the said **Ron Moag** as its Superintendent of Schools from January 24th, 2011 through June 30, 2013, according to the terms and conditions as described and set forth herein as follows:

1. Superintendent shall perform the duties of Superintendent of Schools as prescribed by the Revised School Code of the State of Michigan, 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. Superintendent represents that he/she possesses, holds, maintains, and will maintain all certificates, credentials and qualifications required by law to serve in the position of Superintendent of Schools. If, at any time, the Superintendent fails to maintain all certificates, credentials and qualifications for the position of Superintendent of Schools as required herein, this contract shall automatically terminate and the Board shall have no further obligations.
3. The Superintendent agrees during the period of this contract to faithfully perform his/her duties and obligations in such capacities for the school district including, but not limited to, those duties required by the School Code. He/she will act as an advisor to the Board on matters pertaining to the school administration or the school district and he/she will inform the Board as to administrative action taken on its behalf.
4. The Superintendent shall recommend, effect, or cause to be effected, the policies and programs of the Board of Education as may be adopted. He/she will faithfully and diligently fulfill all duties and obligations incumbent upon him/her as the executive head of the school system and school district. Further, the Superintendent pledges to use his/her best efforts to maintain and improve the quality of the operation of the school district and consistently promote efficiency in all areas of his responsibility. The Board recognizes that the Superintendent is expected to shoulder his/her share of professional responsibilities outside of the district on behalf of the educational community at large. This would in no way be construed as a conflict with his/her duties as Superintendent.
5. Superintendent shall be paid for days worked between December 16, 2010 and January 21, 2011, at the contractual per diem amount. A semi-annual salary of not less than Fifty-Six Thousand Dollars (\$56,000) shall be paid in 13 equal installments, with full family medical, dental, vision benefits, between January, 24, 2011 thru June 30, 2011. Annual salary for 2011-12 of One-Hundred Eighteen Thousand, One Hundred Dollars (\$118,100.00) will be paid in 26 equal installments, plus medical benefits. Create a mutually agreeable Merit Pay Plan,

consistent with MPSERS rules, for implementation in year 3 (2012-2013) with a maximum benefit of \$5,000 IN ADDITION TO year III compensation package. Annual salary for 2012-2013 will be negotiable, but not lower than previous year compensation package. The Board hereby retains the right to adjust the salary of the Superintendent during the term of this contract and that any such salary adjustment shall not reduce the annual salary below the minimum annual salary prescribed herein above. Any adjustment in salary made during the term of this contract shall be in the form of a written amendment and, when executed by the Superintendent and the Board, shall become a part of this contract.

6. The Board will provide an insurance program (Priority Health) for the Superintendent and his family. The Superintendent will pay the same percentage (4%) as other administrators toward the insurance premium. If the Superintendent elects to opt out of health insurance the District will pay \$420 per month cash in lieu of insurance to be allocated in accordance with the Section 125 Cafeteria Plan. Life insurance for the Superintendent in an amount equal to 1.5 times his salary (up to a maximum of \$175,000) will also be provided. The Board's obligation for the insurance is limited to the payment of premiums.

The Board reserves the right to change the identity of the insurance carrier, policyholder, or third party administrator for any of the above coverage provided that comparable coverage is maintained during the term of this contract. The terms of any contracts or policies issued by any insurance company or third party administrators shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. The Superintendent is responsible for assuring completion of all forms and documents needed to receive the above described insurance coverage. The School District, by payment of the premium required to provide the above described insurance coverage, shall be relieved from all liability with respect to insurance benefits.

Superintendent is employed for a period of fifty-two (52) weeks of work per year, July 1 through June 30, as scheduled by the Board. The Superintendent shall be granted twelve (12) sick days per year with unlimited accumulation. These days may be used for bereavement up to five (5) days per occurrence. Superintendent shall be granted vacation time of Twenty (20) days per fiscal year with accumulation of no more than ten (10) days to be used in the following fiscal year. Holidays, in addition to the twenty (20) vacation days, are as follows:

- Fourth of July
- Labor Day
- Thanksgiving and the day after
- Christmas Day and the day before
- New Year's Day and the day before
- Good Friday P.M. (if school is not in session)
- Memorial Day

The Superintendent shall be granted two (2) personal days per year with no accumulation.

The School District, upon request of the Superintendent, shall withhold from his salary and transfer such sums, as he shall designate to tax deferred annuity/compensation program of the Superintendent's choosing.

7. Superintendent's performance shall be evaluated by the Board (3) times annually and presented to the Superintendent in writing. As such evaluations are to be based on mutually determined goals and objectives, said goals and objectives will be prepared by the Superintendent and a Board Committee, and presented to the Superintendent in writing prior to the year of evaluation.

8. The Board shall be entitled to terminate this contract during its term in the event of the Superintendent's inability to perform this position responsibilities for a period of ninety (90) consecutive days due to mental or physical disability.

9. The Board shall be entitled to terminate the Superintendent's employment at any time during the term of this contract for good and just cause, but the Board shall not arbitrarily and capriciously dismiss him/her. No discharge shall be effective until written charges have been served upon him/her and he/she shall have an opportunity for a fair hearing before the Board after ten (10) days notice in writing. Said hearing shall be public or private at the option of the Superintendent. At such hearing, he/she may have legal counsel at his/her own expense.

10. 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 of Education. Non renewal shall be as prescribed under Section 1229 of the Revised School Code. MCL 380.1229.

11. Superintendent agrees that he/she shall not be deemed to be granted continuing tenure in the position of Superintendent of Schools by virtue of this contract or any employment assignment of this school district. The Superintendent shall be deemed to have been granted continuing tenure as an active classroom teacher in accordance with the provisions of the Michigan Teacher Tenure Act.

12. Superintendent shall submit to such medical examinations, supply such information, and execute such documentation as may be required by any underwriters, policyholders, or third party administrators providing insurance programs specified under this contract. Additionally, the Board may request release of medical information necessary to determine if the Superintendent is capable of performing the duties required in his/her assignment. The Board may require the Superintendent to have a comprehensive medical examination as may be deemed necessary. If such an examination is required, a statement shall be filed with the Secretary of the Board certifying to the physical fitness and mental capacity of the Superintendent to perform his duties. Medical information provided under this agreement shall be treated as confidential by the Board. Should the Board exercise its prerogative to this provision, the cost of services for said examination shall be borne by the school district.

13. The Board will reimburse the Superintendent for half the cost of tuition for up to six graduate credits per year (July 1 – June 30) at any public college or university in Michigan upon completion of the course with a grade "B" or better. Courses must be in the area of administration or related to his responsibilities as Superintendent. Payment will be made upon receipt of the course billing along with completed grade transcript. In the event a private or out of state college or university is selected, reimbursement will be at the rate of effect at Central

Michigan University, provided the college or university is accredited by North Central or equivalent certification agency.

14. The Superintendent may attend professional meetings at the local, state and national levels, the expenses of said attendance to be paid by the School District.

- National Superintendents Conference – With Board's permission.
- State Superintendents Conferences – Twice each year.
- Other State Level Meetings – As can be arranged within schedule and budget.
- Local Superintendent's Meetings – As can be arranged within schedule and budget.
- Other conferences as mutually agreed.

15. The Board shall pay the dues of the Superintendent for membership in the American Association of School Administrators, Michigan Association of School Administrators, Michigan Negotiators Association.

16. Superintendent shall be eligible to be reimbursed for travel in his personal vehicle in the performance of his duties as Superintendent at the IRS rate. Other actual and necessary expenses incurred in performing his duties will also be reimbursed.

17. This contract of employment contains the entire agreement and understanding by and between the Board and Superintendent with respect to the employment of the Superintendent and no representations, promises, contracts or understandings, written or oral, not contained herein shall be of any force or effect. All prior agreements pertaining to, connected with, or arising in any manner out of employment of the Superintendent by the Board is hereby terminated and shall hereafter be of no force or effect whatsoever. No change or modifications of this contract of employment shall be valid or binding unless it is in writing and signed by the Superintendent and by the Board. No waiver of any provisions of this contract shall be valid unless it is in writing and signed by the 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.

18. This agreement is executed on behalf of the School 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 the day and year noted.

Date

_____, Superintendent

HART PUBLIC SCHOOL DISTRICT
BOARD OF EDUCATION

Date

_____, President

Date

_____, Vice President

Date

_____, Secretary

Date

_____, Treasurer

This contract was approved by a vote of the Board at a public meeting on **December 16, 2010**.

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"Hart Public Schools do not discriminate on the basis of race, color, religion, national origin, sex, disability, age, height, weight, marital status, or any other legally protected characteristic, in its programs and activities, including employment opportunities."