

CASS CITY PUBLIC SCHOOLS
Superintendent's Contract

THIS AGREEMENT entered into this the 09th of May 2012 by and between the CASS CITY PUBLIC SCHOOLS ("Board"), 4868 N. Seeger Street, Cass City, MI 48726-9401 and Jeffrey L. Hartel, (Superintendent), 4192 Seeger St., Cass City, MI 48726, ("Address")

Term

It is hereby agreed by and between the Cass City Public Schools board of Education and Jeffrey L. Hartel, that pursuant to Section 1229 of the Revised School Code of the State of Michigan, the Board in accordance with its action found in the Minutes of its meeting on February 27, 2012, hereby employs the Superintendent for a period commencing on May 09, 2012 and ending on May 09, 2015, according to the terms and conditions as described and set forth in this Agreement. Following the annual evaluation the Board will add one (1) more year to bring it to a three (3) year contract.

Duties

The Superintendent shall perform the duties of Superintendent of the Cass City Public Schools as prescribed by the Board pursuant to its policies and the Revised School Code of the State of Michigan as may be established, modified or amended from time to time by the Board. The Superintendent agrees to perform the duties of Superintendent in a competent and professional manner. The Superintendent shall serve as chief executive officer for the Board.

Requirements

The Superintendent represents that he possesses, holds, and will maintain all certificates; credentials and qualifications required by law or regulations of the Department of Education and shall meet the requirements as reflected in Section 1246 of the Revised School Code. Additionally, the Superintendent agrees as a condition of continued employment, to meet all continuing educational requirements as may be required by the State Board of Education. If at any time the Superintendent fails to maintain the necessary certificates, credentials, continuing education requirement or qualifications for his position, this contract shall, after the Superintendent has had a reasonable opportunity to cure the deficiency, automatically terminate and the Board shall have no further obligations hereunder.

The Superintendent agrees to competently and proficiently fulfill all duties and responsibilities of his position. Further, the Superintendent agrees to comply with and fulfill all legal requirements of the State of Michigan or Federal Law and pledges to use his best efforts to maintain and improve the quality of operations and instruction of the Cass City Public Schools.

This Contract of employment contains the entire Agreement between the parties and no other representations, promises or agreements, written or oral, shall be binding upon the parties.

If any provision of this Contract becomes, or is declared illegal, unenforceable or void, the balance of the Agreement shall remain and continue in full force and effect.

Professional Development

With prior Board approval, the Superintendent shall be entitled to join professional associations and attend professional conferences at District expense which are commensurate with his position.

Evaluation

The Superintendent's performance shall be evaluated consistent with Board policy and shall be concluded not later than March 15th of the school year being evaluated. The Superintendent shall be evaluated at least once every year.

Termination and Disability

The Board shall be entitled to and may terminate the Superintendent's employment at any time during the term of this Contract for acts of moral turpitude, dishonesty, fraud, insubordination, incompetence, or if the superintendent materially breaches the terms and conditions of this Contract. In the event the Superintendent is unable to perform all or substantially all of his duties due to illness or accident for a period of six (6) consecutive months or more, the Board may at its discretion terminate this Agreement upon written notice to the Superintendent. Provided, however, the Superintendent shall have the right to be placed on sick leave or apply for and receive long-term disability benefits consistent with other Cass City Public Schools Administrative staff.

The immediately preceding standards for termination of this Contract during its term shall not apply to non-renewal of this Contract at the expiration of its terms. Any non-renewal of this Contract shall be governed by the terms of the Revised School Code and shall be discretionary with the Board of Education, subject to the terms of the Revised School Code.

Prior to any action by the Board of Education to discharge the Superintendent from his employment during the term of this Contract (as opposed to non-renewal) he shall be entitled to written notice of the charges based upon which the Board of Education intends to take action and shall be afforded an opportunity for a hearing before the Board of Education. At such hearing, the Superintendent shall be entitled to be represented by counsel, at his own expense, and present witnesses on his behalf.

Tenure

The Superintendent acknowledges and agrees that he shall not be deemed to be granted tenure in the position of Superintendent or in any other position he may be assigned or transferred or which he previously held in the Cass City Public Schools other than that of a classroom teacher, consistent with the terms of the Michigan Teachers' Tenure Act. Further, any decision of the Board not to continue or renew the employment of the Superintendent for any subsequent period in any capacity other than that of a classroom teacher as may be required by the Teachers' Tenure Act, shall not be deemed a breach of this agreement or a discharge or demotion within the provisions of the Michigan Teacher's Tenure Act.

Compensation

The Superintendent shall be paid an annual salary for the 2012-2013 school year of \$99,000 by the Cass City Public Schools. Salary increases for subsequent years will be determined by the Board.

The Superintendent shall also receive deferred compensation in the form of a District paid tax sheltered annuity for the 2012-2013 school years in the amount of \$6,200. Such annuity shall continue for the life of this contract and be adjusted annually in the amount of the rate of inflation increase for the CPIU all cities index.

Fringe Benefits

- Health, dental, vision and long-term disability insurance provided other district administrative employees.
- Term life insurance in the amount of \$100,000.00 per year.
- Will begin contract with seventy (70) sick leave days accumulated and will have sixteen (16) sick leave days added per year.
- All unused sick days in excess of seventy (70) days shall be returned to the Administrator at three-fourths the daily rate of pay for the administrator. Administrator may elect to use vacation days for sick leave purposes to preserve sick leave days.
- 20 vacation days per year. These shall be in addition to the holidays recognized by the District.
- Annuity - \$6,200 per year.
- Three (3) personal days per year.
- The Board will provide a reimbursement allowance to said Administrator for the purpose of maintaining the state required certification requirements over a five year period.

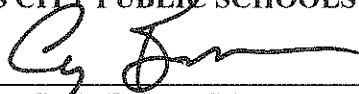
Professional Liability

The District agrees that it shall defend, hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in his/her individual capacity, or in his/her official capacity as agent and employee of the District, provided the incident arose while Superintendent was acting within the scope of his/her employment.

The parties agree that the purchase of an Errors and Omissions Policy equivalent to the policy offered by MASB SET-SEG shall satisfy this provision. Any limitations and exclusions contained in the policy shall govern this provision.

CASS CITY PUBLIC SCHOOLS

By



Craig Bellew, School Board President



Jeffrey L. Hartel, Superintendent