

**SOUTH HAVEN PUBLIC SCHOOLS  
SUPERINTENDENT OF SCHOOLS  
EMPLOYMENT AGREEMENT**

THIS AGREEMENT, entered into this May 2, 2012 between the Board of Education of the South Haven Public Schools, hereinafter referred to as the "Board" and DR. ROBERT HERRERA, hereinafter referred to as the "Superintendent".

WITNESSETH:

WHEREAS, the South Haven Public Schools is duly organized as a General Powers School District, and its Board is authorized to employ a Superintendent pursuant to Section 1229(1) of the Revised School Code of the State of Michigan, MCL 380.1229 and other applicable statutes; and,

WHEREAS, DR. ROBERT HERRERA is desirous of being employed by the Board as Superintendent of Schools in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. EMPLOYMENT AND TERM - The Board agrees to employ, DR. ROBERT HERRERA as Superintendent of Schools for the South Haven Public Schools for the period commencing on July 1, 2012 and terminating on June 30, 2015, subject to the provisions of this agreement.
2. EVALUATIONS - The Board of Education shall evaluate the Superintendent in writing during March of each year. Before the commencement of each year of this Agreement, the Board and Superintendent shall meet to discuss and determine the performance standards and evaluation criteria to be utilized. Any future changes required to the evaluation will be mutually agreed upon. Quarterly evaluations (July, October and January) will be held to provide the Superintendent an opportunity to hear concerns of the Board in a timely manner. The Superintendent shall remind the Board of this responsibility in a timely manner.
3. QUALIFICATIONS - The Superintendent hereby represents that he holds all certificates, permits, licenses, degrees and other qualifications required by law to be Superintendent and that he meets the qualifications as established by the Board for the position of Superintendent.
4. DUTIES AND RESPONSIBILITIES - The Superintendent hereby agrees to devote his time, skills, labor, and attention to the performance of the duties and responsibilities of the position of Superintendent, agrees to abide by the rules, regulations and policies of the School District and agrees to perform the duties and responsibilities as required by law and as assigned by the Board.

5. OUTSIDE EMPLOYMENT – If the Superintendent’s latest performance evaluation is less than Effective the Superintendent agrees not to engage in other employment or self-employment without the prior written approval of the Board of Education.
  
6. SALARY - The Superintendent shall, subject to the terms of this Agreement, be paid an annual salary of One Hundred Ten Thousand Dollars (\$110,000) per year in bi-weekly installments. The Superintendent's salary shall be subject to an annual review. The Board of Education retains the right to adjust the Superintendent's salary during the continuation of the Agreement, but such adjustment shall not reduce the annual salary below the figure specified in this paragraph.
  
7. ANNUITY - As additional remuneration the Board each December, shall contribute to a tax sheltered annuity for the Superintendent. This amount shall not be less than:  
Contract Year 2012-2013: Three Thousand Dollars (\$3,000)  
Contract Year 2013-2014: Four Thousand Dollars (\$4,000)  
Contract Year 2014-2015: Seven Thousand Dollars (\$7,000)  
Additional amounts may be added based upon the performance of the Superintendent.
  
8. INCENTIVE PERFORMANCE AWARDS – If the Superintendent’s annual performance evaluation rating is Effective or Highly Effective, the Superintendent will be entitled to payment on the last payroll in June of a onetime lump sum award as designated below:  
Contract Year 2012-2013: Five Thousand Dollars (\$5,000)  
Contract Year 2013-2014: Three Thousand Dollars (\$3,000)  
Contract Year 2014-2015: Five Thousand Dollars (\$5,000)
  
9. 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.
  
10. RESIDENCY - The Superintendent shall establish and maintain his family residence no further than twenty (20) miles from the boundary line of the school district which is nearest the central office of the school district not later than June 30, 2013. The board shall have the right to immediately terminate this agreement and its obligation hereunder in the event the Superintendent fails to satisfy the aforementioned residency requirements, it being understood that satisfaction of these residency requirements is a condition of employment.
  
11. DISCHARGE AND SUSPENSION - In the event of termination of this contract prior to the expiration thereof, or in the event of non-renewal of this contract, and should the Superintendent of Schools then have accrued vacation time, then the Board agrees to reimburse and pay the Superintendent of Schools at the prorated daily rate at that time. The Superintendent may be discharged, suspended or disciplined at any time during the term of this Agreement for reasonable and just cause and, in the event of suspension or discharge, after notice of a fair hearing. Upon the discharge of the Superintendent, this Agreement shall be terminated.

12. TERMINATION BY SUPERINTENDENT - This contract may be terminated by the Superintendent upon written notice to the Board of Education at least ninety (90) days prior to the termination date specified in the written notice. The Board may waive part or all of this ninety (90) day notice requirement at its option.
13. TENURE EXCLUSION - It is expressly agreed that the Superintendent shall not be deemed to be granted continuing tenure under the Teachers' Tenure Act, Act 4 of the Public Acts of 1937 (Extra Session), as amended, or any other applicable statutes in the capacity of Superintendent, or any other administrative capacity by virtue of this Agreement.
14. PHYSICAL EXAMINATION - The Board may require that the Superintendent have a comprehensive medical examination as may be deemed necessary by the Board. If such examination is required, a physician's statement shall be filed with the Secretary of the Board certifying to the physical fitness and physical capability and/or mental competency of the Superintendent to perform his duties. This statement shall be treated as confidential information by the Board. The cost of the physical examination will be borne by the insurance provider and/or South Haven Public Schools.
15. RENEWAL/NON-RENEWAL - Employment of Superintendent shall be under written contract. This contract may be nonrenewed by the Board of Education by providing the Superintendent of Schools with written notice of nonrenewal at least ninety (90) days before the expiration date of this contract, or the expiration date of any extension of this contract, in accordance with Subsection 1229(1) of the Revised School Code. If written notice of nonrenewal of this contract is not given in accordance with Subsection 1229(1) of the Revised School Code, this contract shall be renewed for an additional one (1) year period.
16. JUST CAUSE - The Superintendent shall be subject to discharge for good and just cause, but the Board shall not arbitrarily and capriciously dismiss him. No discharge shall be effective until written charges have been served upon him and he has 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 may have legal counsel at his own expense.
17. ENTIRE AGREEMENT - This contract and the Fringe Benefit Supplement contain the entire agreement between the parties, there are no other representations, promises or agreements between them, whether oral, written or inferred.
18. DISPUTES - In the event of a dispute between the parties relating to any provision of this Agreement, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this Agreement, the parties hereby agree to submit such to binding arbitration. Such arbitration shall be conducted under the labor arbitration rules or, and administered by, the American Arbitration Association. The arbitrator's fee and expense of the American Arbitration Association shall be shared equally by the parties. All parties are entitled to have representation of their own designation; however, each party shall be responsible for the costs of such respective representation.

19. APPLICABLE LAW - This contract is subject in all respects to all of the laws of the State of Michigan and shall be governed by and interpreted in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF, the President and Secretary of the Board of Education of the District and the Superintendent have hereunto set their hands on the date(s) set forth below.



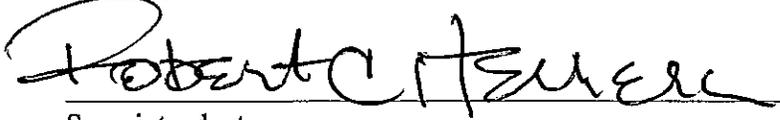
President, Board of Education

5/2/2012  
Date



Secretary, Board of Education

5-2-12  
Date



Superintendent

5/2/12  
Date

## **FRINGE BENEFIT SUPPLEMENT**

Pursuant to the Superintendent of School's Employment Agreement between the Board of Education of the South Haven Public Schools ("Board") and Dr. Robert Herrera ("Superintendent") the Superintendent of Schools shall be provided with the following fringe benefits:

- A. **HEALTH INSURANCE** – The Board shall provide a group health plan for the Superintendent and his dependants. Such plan shall be identical to that available to other administrators in the district.
- a. The Board shall pay the following annual amounts towards the total cost of the medical insurance health premium described below:
- \$5,500 for Single Subscriber
  - \$11,000 for Self and Spouse Subscriber
  - \$15,000 for Self and Child and Family Subscriber
- b. These annual employer paid amounts, per the provisions of PA 152 of 2011, shall be increased each October based on the inflationary adjustments that are added per said Public Act. Adjustments to the amount paid will be applied at the beginning of the medical benefit plan coverage year which begins on July 1 of each calendar year.
- c. If the Superintendent does not elect health medical insurance coverage he shall receive a cash-in-lieu payment equal to the single subscriber hard cap rate as established by PA 152 of 2011 and the Board agrees to reconsider other compensation provisions of this contract.
- B. **DENTAL** - The Board shall provide a group dental plan for the Superintendent and his dependants. Such plan shall be identical to that available to other administrators in the district.
- C. **VISION** - The Board shall provide a group vision plan for the Superintendent and his dependants. Such plan shall be identical to that available to other administrators in the district.
- D. **LONG TERM DISABILITY** - The Board shall provide a group long term disability plan for the Superintendent. Such plan shall be identical to that available to other administrators in the district.
- E. **PROFESSIONAL LIABILITY COVERAGE** - The Board agrees to pay the premium amount for errors and omissions insurance coverage for the Superintendent while engaged in the performance of a governmental function and while the Superintendent is acting within the scope of his authority. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of the Superintendent. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions coverage.
- F. **INDEMNIFICATION** - In the event that an action is brought or a claim is made against the Superintendent by an entity other than the Board of Education arising out of or in connection with the Superintendent's employment, and the Superintendent is acting within the scope of employment or official duties, the school district shall defend and indemnify to the extent

permitted by law and Board policy. Indemnification, as provided in this section, shall not apply in the case of malfeasance in office or willful or wanton neglect of duty, and the obligation of the school district herein shall be subject to the limitation(s) provided in MCL 691.1408.

- G. HOLIDAYS - Nine (9) paid holidays including: New Years Day; Good Friday; Memorial Day; Fourth of July; Labor Day; Thanksgiving; Friday after Thanksgiving; Christmas Eve; Christmas Day. Holidays falling on non-work days will be celebrated on the closest working day before or after the holiday.
- H. VACATION - The Superintendent shall be employed for twelve (12) months, with twenty (20) working days per year for vacation, exclusive of legal holidays. Vacation periods shall be selected by the Superintendent during periods of time least disruptive for the operations of the District. The Superintendent shall be entitled to a per diem rate of 100% for unused vacation days up to 5 days. Vacation days shall not accumulate during the term of this contract.
- I. SICK DAYS - Twelve (12) sick days, exclusive of holidays, shall be granted per fiscal year. The Superintendent shall be entitled to accumulate 160 sick days during the term of this contract. Payment for accrued sick days at severance, other than termination, shall be at 25% of the per diem rate for each accumulated day. In the event the Superintendent dies, his beneficiary, as designated in writing, shall receive the amount for all unused sick days the Superintendent had accumulated at the time of death.
- J. PERSONAL DAYS – The Superintendent shall be granted three (3) personal business days per year, which may not be accumulated.
- K. LIFE INSURANCE – The board will pay the premium for term life insurance for the Superintendent of 2.0 times his annual salary if the Superintendent is insurable at customary rates
- L. PROFESSIONAL GROWTH - Superintendent shall be reimbursed for the actual and necessary expense incurred for attendance at educational conferences and meetings and for the cost of conducting official school business in accordance with established Board policy.
- M. CELL PHONE - The Superintendent shall receive cell phone reimbursement of Fifty Five Dollars (\$55) per month. This sum shall be subject to state and federal income tax as may be appropriate.
- N. CAR ALLOWANCE - The Board will provide the Superintendent with a Five Hundred Dollars (\$500) per month allotment beginning with the 2013-2014 contract year which will cover the cost of automobile expenses in the performance of his official duties during his employment under this contract. This sum shall be subject to state and federal income tax as may be appropriate.
- O. PROFESSIONAL DUES - Membership dues for Superintendent in the American Association of School Administrators, the Michigan Association of School Administrators, and the M.A.S.A. Region in which the South Haven Public Schools is located shall be paid by the Board. Any additional membership will receive prior approval from the Board.

- P. MOVING EXPENSES – Upon satisfying the contractual residency requirement (Paragraph #10, RESIDENCY), the Board will pay Fourteen Thousand Dollars (\$14,000) for the moving of the furniture and furnishings from the Superintendent’s present home to his new residence only if the Superintendent’s new residence is located within the South Haven Public Schools district and this move is completed no later than September 30, 2013. If the Superintendent can demonstrate a reasonable effort to find suitable housing the board shall extend this deadline. The Superintendent shall promptly reimburse the Board this payment in the event the Superintendent does not remain a resident of the school district during the period he is employed. This sum shall be subject to state and federal income tax as may be appropriate.