

## MIDLAND PUBLIC SCHOOLS

600 East Carpenter Street, Midland, Michigan 48640

### AGREEMENT FOR SUPERINTENDENT OF SCHOOLS

July 1, 2019– June 30, 2024

This agreement is made this 21st day of May, 2018, between the Board of Education of Midland Public Schools (the “Board”), and Michael E. Sharrow (the “Superintendent”).

Based upon the mutual covenants contained herein and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Term. The Board agrees to employ Superintendent as the Superintendent of Midland Public Schools for a term of five (5) years, from July 1, 2019 up to and including June 30, 2024, subject to its right to extend this Agreement as provided in Section 3 and its right to terminate this Agreement as provided in Section 11.
2. Duties. For the term of this Agreement, the Superintendent shall perform the following duties:
  - a. The Superintendent shall faithfully perform the duties and obligations in such capacity for Midland Public Schools including, but not limited to, those duties required by the Michigan Revised School Code and those administrative duties assigned by the Board.
  - b. The Superintendent shall act as an advisor to the Board on matters pertaining to school administration, and shall inform The Board as to administrative action taken on its behalf.
  - c. The Superintendent shall faithfully and diligently fulfill all of the duties and obligations incumbent on him as the executive head of the administration of Midland Public Schools.
  - d. The Superintendent represents that he meets and shall continue to meet, all qualifications, required by law, including State of Michigan certification and continuing education requirements.
  - e. The Superintendent shall serve as a full time employee of the Board based on a twelve (12) month work year.
3. Extension of Term. During the term of this Agreement, the Board may determine to propose an extension of this Agreement for a period of one or more additional years (at no time, however, shall the remaining term of this Agreement exceed five (5) years). The Board shall notify the Superintendent in writing of any proposed extension. If an extension is proposed, the Superintendent shall have the opportunity to accept the extension by providing written notice of acceptance of the Board within thirty (30) days of receipt by the Superintendent of the notice of proposed extension from the Board.
4. Evaluation. The Board shall evaluate the Superintendent at least annually using the criteria and evaluation process used by the Midland Public Schools in the evaluation of administrative staff generally. That process shall include multiple rating categories that take into account data on student growth as required by Section 1249 of the Revised Michigan School Code (or successor provision.)
5. Compensation. The Board agrees to pay to the Superintendent an annual salary of One Hundred Seventy Thousand Four Hundred Forty Dollars and Fourteen Cents (\$170,440.14), payable in accordance with the payroll policies for administrative employees of the Midland Public Schools. The Board shall review the salary annually and it is subject to an upward revision upon Agreement by the parties. In no event shall this salary be decreased. The decision of the Board shall be communicated to the Superintendent on or before July 1<sup>st</sup> of each year of this Agreement.
6. Retirement and Deferred Compensation. The Superintendent shall be eligible to participate in the retirement programs of the Midland Public Schools on the same basis as all other full-time administrative employees of the Midland Public Schools. In addition, to the aforementioned

compensation, the Board agrees to annually contribute 5% of the Superintendent's annual salary to a tax-deferred annuity program. Such annual contribution shall be made between November 15 and December 15 each year during the Term of this Agreement.

7. Fringe Benefits. The Superintendent shall be offered the opportunity to participate in the same comprehensive fringe benefit programs provided to other full-time administrative employees of the Midland Public Schools and any other additional benefits hereafter provided by the Board in writing. Although the Board expects to continue its current benefit plans and programs, the Board reserves the right to modify, amend, suspend, or terminate any plan, program, benefit, or contract in whole or in part at any time and for any reason. The board, in its discretion, will determine the insurance premium amounts for insurance coverages elected by the Superintendent and notify the Superintendent of those amounts at least annually. The amounts shall not be less than those amounts determined by the Board as being necessary to comply with the Publically Funded Health Insurance Contribution Act, 2011 PA 152. Those amounts, as of the effective date hereof, are as follows. At the superintendent's option, he may choose full family coverage at a cost of 4% of gross wages; or employee and spouse at 3.5% of gross wages; or employee only at 2.75% of gross wages; or no coverage at no cost. Superintendent shall submit to such medical examination, supply information and execute such documents as may be required by any underwriter, policyholder or third-party administrator providing insurance programs specified under this Agreement.
8. Vacation. The Superintendent shall be entitled to 30 days of vacation annually. Such vacation shall be subject to the rules and procedures applicable to vacation time of administrative employees of the Midland Public Schools generally, except that the maximum number of vacation days which may be carried over from one year to the next shall be 35 as stated in the general policies of Midland Public Schools.
9. Travel. Superintendent shall be eligible for reimbursement for travel, meals, and lodging in accordance with general policies of the Midland Public Schools. Any such expenses for travel outside the District not allowed by said policies shall be submitted in advance for approval by the Board President.
10. Tenure. The Superintendent shall not be deemed to be granted continuing tenure in the capacity of Superintendent by virtue of this Agreement.
11. Termination. The parties may, by mutual consent, terminate this Agreement at any time. This Agreement shall end upon the death of the superintendent, and may be terminated by the Board or by the Superintendent in the event of permanent disability of the Superintendent established by competent medical evidence.

The Superintendent shall be subject to discharge for acts of moral turpitude, misconduct, unprofessional conduct, dishonesty, fraud, insubordination, incompetency, inefficiency, negligence, gross negligence, material breaches of this Agreement, conviction of a criminal offense, willful or repeated violation of Board policies or directives, or failure to satisfy the continuing education requirements established by the State Board of Education.

In the event the Board seeks to discharge the Superintendent and terminate this Agreement, it shall serve on the Superintendent written notice that termination of this Agreement is under consideration. Such notice shall be accompanied by a written statement of reasons. Within fifteen (15) days after receipt from the Board of written notice that Agreement termination is under consideration, the Superintendent may file with the Board a written request for a hearing before the Board, which shall be held within twenty (20) days after receipt of such request. If the Superintendent does not file said request for hearing within the fifteen (15) day period, he shall be considered to have agreed to termination of this Agreement and the Board shall have no further obligation to him. If such request for hearing is filed with the Board, it shall render its decision within fifteen (15) days of such hearing and shall send a copy of its decision setting forth

the reasons and evidence relied on to the Superintendent. The Board's decision shall be based on the evidence presented at the hearing.

Such hearing shall be in a closed or open session, at the option of the Superintendent. The Superintendent shall have the right to legal counsel at his own expense.

The foregoing standards and procedures for termination of this Agreement shall not be applicable to non-renewal of this Agreement at expiration of its term, which decision is discretionary with the Board.

Notwithstanding the above, the Board may immediately suspend the Superintendent from his duties, with pay, when it determines such action to be warranted.

12. Professional Dues. The Board shall pay the association dues for the Superintendent's membership in professional organizations of school administrators or approved community organizations in an amount not to exceed \$1,600 for any year during the term of this Agreement without the advance approval of the President of the Board.
13. Professional Growth. The Superintendent may attend professional meetings at local and state levels provided such expenses shall be reasonable in amount and shall be approved in advance by the President of the Board. The expenses of which shall be paid by Midland Public Schools. The Superintendent may attend one professional meeting at the national level each fiscal year, with a maximum reimbursement of \$2000. More than one national conference attendance shall be pre-approved by the President of the Board of Education and all costs will be at the Superintendent's expense and at no cost to the District.
14. Outside Work. The Superintendent may not undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations on behalf of interests or entities outside of the Midland Public Schools when such activities are not within the scope of duties customarily performed by the Superintendent and would in any manner impair or restrict the time and effort required to be exerted by the Superintendent in discharge of his responsibilities under this Agreement. The President of the Board must give prior consent to such activities.
15. Conflict of Interest. The Superintendent will faithfully serve the Midland Public Schools and be regardful of its interests during the term of this Agreement, to the fullest extent required by this Agreement and by law. The Superintendent will not directly or indirectly acquire or otherwise possess any interest adverse to that of the Midland Public Schools. If a question arises as to whether a given circumstance may be a conflict with the interests of the Midland Public Schools, the Superintendent shall make full disclosure of same to the President of the Board for its review and disposition, which disposition shall be controlling and complied with by the Superintendent.
16. Severability and Interpretation. If any provision of this Agreement is held invalid or unenforceable by the court of competent jurisdiction, the remaining provisions shall still be enforceable in accordance with their terms. If any provision of this Agreement is held by such a court to be overbroad as written, such provision shall be deemed amended to narrow its application to the extent necessary to make the provision enforceable according to applicable law.
17. Entire Agreement. This Agreement contains the entire Agreement between the parties hereto with respect to the transaction contemplated hereby and shall not be changed or terminated except by written amendment signed by the parties hereto. This Agreement supersedes any other agreements, whether oral or written, between the parties with respect to the transactions contemplated by this Agreement.
18. Interpretation. No provision of this Agreement shall be interpreted or construed in favor of, or against, either party by reason that one party or the other drafted such provision.
19. Notice. Any notice under this Agreement shall be effective when personally delivered, or sent by certified mail, to the current business address of the Superintendent or of the President of the Board, as the case may be.

20. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

BOARD OF EDUCATION  
MIDLAND PUBLIC SCHOOLS

SUPERINTENDENT

---

By: Pamela Singer  
Its: Board President

---

Michael E. Sharrow

Date: June 10, 2019