

SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

This Superintendent's Contract of Employment ("Contract") is entered this August 13, 2018 by and between the **BOARD OF EDUCATION OF THE MONA SHORES PUBLIC SCHOOLS** (hereinafter the "Board") and **Earl William O'Brien, Jr.** (hereinafter the "Superintendent").

1. Term. This Contract shall take effect on **June 10, 2019**, and continue in force through **June 30, 2022**, subject to extension and termination as set forth below.

2. Extension. Unless the Board gives written notice of non-renewal of this Contract to the Superintendent at least ninety (90) days before the Contract's termination date, this Contract will, without further action, be automatically renewed for an additional one-year period as provided by Section 1229 of the Revised School Code, MCL 380.1229. Any period of extension of this Contract shall be paid at the same bi-weekly installment rate in effect at the time of the extension, unless the Board and the Superintendent mutually agree to a different rate of compensation. The decision not to renew this Contract is at the sole discretion of the Board. Annually, but no later than the last day of May of each year during the term of this contract, the Board of Education shall review with the Superintendent, his performance as Superintendent as required by MCL 380.1249 and MCL 380.1249b, using the evaluation instrument and criterion as established by the Board, with multiple rating categories, one that takes into account data on student growth as a significant factor and established performance goals, and in compliance with the above mentioned laws. Upon completion of the formal evaluation with a final rating of Effective or Highly Effective, the Board of Education shall approve a one-year renewal/extension of the contract and take formal action on that approval by no later than 30 days following the completion of the evaluation.

3. Qualifications. The Superintendent represents that he holds and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Department of Education, and those required by the Board to serve in the position assigned. Additionally, the Superintendent agrees, as a condition of his continued employment, to meet all continuing education requirements for the position assigned, as may be required by the State Board of Education. If at any time the Superintendent fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this Contract shall automatically terminate, and the Board shall have no further obligations hereunder.

4. Duties. The Superintendent agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. The Superintendent agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, the Superintendent agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board to carry out the educational programs and

policies of the School District for which he is responsible during the entire term of this Contract. The Superintendent pledges to use his best efforts to maintain and improve the quality and efficiency of the operation of the School District.

It is understood that the Board may change or modify the duties of the Superintendent at any time. At a minimum, such duties require the Superintendent to serve as chief executive officer and chief administrative officer of the District. He shall be expected, subject to the Board's desire in a particular matter, to:

- a. Present his recommendations to the Board on any subject under consideration by the Board;
- b. Attend each meeting of the Board;
- c. Serve as an ex-officio non-voting member of each committee established by the Board.

The Superintendent is responsible, subject to Board approval and ratification, for managing, organizing and arranging District operations and personnel in a manner that, in his judgment, best serves the District. The responsibility for selection, placement, and transfer of personnel is vested in the Superintendent subject to final approval by the Board. The Board, individually and collectively, shall refer criticisms, complaints, and suggestions called to its attention about District operations and personnel to the Superintendent for study and recommendation.

5. Compensation.

- a. The Board agrees to pay the Superintendent during the term of this Contract in bi-weekly installments paid in accordance with Board policies and procedures in the amount of One Hundred Thirty-Five Thousand Dollars (\$135,000) per fiscal year. Compensation for the period between August 13, 2018 and June 30, 2019 shall be the pro-rated portion of One Hundred Thirty-Five Thousand Dollars (\$135,000) per fiscal year. Consistent with the provisions of Section 1250 of the Revised School Code, the Superintendent's job performance will be a significant factor in determining any future compensation adjustments.
- b. Increases in compensation for the period of this agreement shall be subject to negotiations between the Superintendent and the Board based on the Board's evaluation of the superintendent.

- c. Merit compensation: The Superintendent may receive an annual merit compensation increase based upon his evaluation. This compensation increase shall be given if the Superintendent is rated Effective or Highly Effective. If given, it shall be equal to the percentage increase received by teachers covered under the Collective Bargaining Agreement between the Mona Shores School District and the MSTEA.

6. Benefits.

- a. Vacation - Thirty (30) working days of vacation each contract year (July 1 - June 30). Up to fifteen (15) unused vacation days may be turned in at the end of each contract year at the per diem pay rate for each day. Carryover of remaining unused vacation days is permitted. This benefit will be retroactive to the 2017-18 contract year.
- b. Sick Days. Twelve (12) sick days shall be granted per contract year. Superintendent may use all or any portion of accumulated sick leave to recover from illness or disability. Any unused portion shall be allowed to accumulate without limit.

Upon the Superintendent's resignation, accumulated sick days up to 90 days shall be paid at the same rate and in the same manner as days paid to teachers leaving the district. Should the Superintendent fail to provide the Board with at least ninety (90) days' notice of resignation, or should the Superintendent resign during the course of a contract year without Board approval, the Superintendent's right to payment for accrued sick days shall be forfeited.

- c. Personal Business Days- Four (4) working days of personal business leave per contract year. At the conclusion of each contract year, unused personal business leave days shall be added to the Superintendent's accumulated sick/bereavement leave benefits or can be submitted for cash in lieu at the rate of twice the sub teacher daily rate.
- d. Hospital, Medical, Dental, Vision, Life Insurance (=2 times salary), Long-Term Disability and Sick/Bereavement Leave - The Board shall provide the Superintendent with the same hospital, medical, dental, vision, long-term disability and sick/bereavement leave benefits as provided to other administrators employed by the Board (see Administrative Handbook July 1,2018). If the Superintendent chooses to not elect health insurance coverage, he will be given the option of a \$6,000 contribution to a 403b with equal payments being made on a quarterly basis OR may take the \$6,000 as cash in lieu of the insurance and will be paid in equal payments

with bi-weekly payroll dates. Each year the Board shall fully fund the Superintendent's Health Savings Account to maximum amount set by the IRS.

The Board reserves the right to change the identity of the insurance carrier, policyholder or third-party administrator for any of its benefit programs provided that comparable coverage, as determined by the Board, is maintained during the term of this Contract. The Board shall not be required to remit premiums for any insurance coverage for the Superintendent and his eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder or third-party administrator. The terms of any contract or policy issued by any insurance company or third-party administrator 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 payments required to provide the above-described insurance coverage, shall be relieved from all liability with respect to insurance benefits.

The Superintendent agrees that the Board has the right to allocate to the Superintendent responsibility for a portion of the medical benefit plan costs and premiums for the plans and products specified above, as may be determined by the Board. The contributions required of the Superintendent shall not be less than the amount determined by the Board to be necessary to comply with the Publicly Funded Health Insurance Contribution Act, 2011 PA 152. The Board will notify the Superintendent of the amounts for which he is responsible in excess of the Board contributed medical benefit plan costs and premiums. To the extent that the medical benefit plan costs and premiums associated with the above plans and products exceed the level of the Board's contributions, the Superintendent hereby authorizes payroll deduction for all excess medical benefit plan costs and premium amounts required to maintain enrollment.

- e. Professional Development - The Superintendent may attend appropriate professional meetings at the local, state and national levels and shall be reimbursed for any registration fees, tuition, mileage (at the prevailing IRS rate) , lodging and/or meal expenses for himself in relation thereto not prepaid by the Board. The Board shall further provide the Superintendent reasonable release time to pursue and complete any central office endorsements as elected by the Superintendent. The annual budget for

such conferences shall be approved by the Board during the annual budget approval process.

- f. Organizations - The Board shall pay the Superintendent's membership and dues in appropriate regional, state and national professional organizations approved by the Board.
- g. Deferred Compensation – If a rating of Highly Effective or Effective is attained, The Board shall provide the Superintendent with deferred compensation through a qualified plan under section 457 or 403b of the IRS code in the amount of \$3,000 for the 2018-19 contract year and \$6,000 each contract year thereafter.
- h. Retirement. The board shall provide to the Superintendent the same retirement benefits as provided to other administrators employed by the Board (See Administrator Handbook 2018).

7. Outside Activities. The Superintendent may undertake non-district related activities (e.g. consultative work, speaking engagements, teaching, and writings, lecturing) provided prior approval is received from the Board. If the Superintendent receives compensation for such activities, he will be required to use vacation time to cover the time missed from work. In the event the Board, in its sole discretion, determines that any such activity interferes with the Superintendent's satisfactory performance or the time necessary for the Superintendent's satisfactory performance of duties, the Board may require that the Superintendent cease some or all of such outside activities. In no case will the Board be responsible for any expense attendant to the performance of outside activities.

8. Evaluation. Annually, but no later than the last day of May of each year during the term of this contract, the Board of Education shall review with the Superintendent, his performance as Superintendent as required by MCL 380.1249 and MCL 380.1249b, using the evaluation instrument and criterion as established by the Board, with multiple rating categories, one that takes into account data on student growth as a significant factor and established performance goals, and in compliance with the above mentioned laws. Upon completion of the formal evaluation with a final rating of Effective or Highly Effective, the Board of Education shall approve a one-year renewal/extension of the contract and take formal action on that approval by no later than 30 days following the completion of the evaluation.

9. Medical Examination. The Superintendent shall, if required by the Board, and not less than once annually during employment, provide the Board with a report or reports of examinations by medical personnel for the purpose of determining that the Superintendent is capable of performing the essential job functions required by his assignment. Examinations necessary to obtain such report(s) shall be at Board expense. Examinations may include but are not limited to, at the Board's option, history, physical examination, psychological or psychiatric evaluation, lab tests, x-rays or any other test requested by the Board for any lawful purpose. By executing this Contract, the Superintendent hereby authorizes the release of any medical information by such medical personnel to the Board and authorizes the Board and any of its

agents to provide the medical personnel with any and all information concerning the Superintendent's employment and any other pertinent information they may have, personal or otherwise. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.

The Superintendent shall submit to such medical examinations, supply such information and execute such documents as may be required by any underwriter, policyholder or third-party administrator providing insurance programs specified under this Contract.

10. Disabilities or Incapacity. In the event of the Superintendent's mental and/or physical incapacity to perform the duties of his assignment, he shall be granted an initial leave up to ninety (90) workdays for purpose of recovery. The Superintendent shall first exhaust any accumulated sick leave and accrued vacation time. Health plan premium payments shall be made on behalf of the Superintendent during this interval to the extent required by law. In order to utilize leave under this provision, the Superintendent shall first furnish medical certification to the Board (or its designee) respecting the necessity for the leave. This certification, from the Superintendent's health care provider, shall include:

- a. The date the serious health condition commenced and the health care provider's best medical judgment concerning the probable duration of the condition including the probable duration of the Superintendent's present incapacity.
- b. Diagnosis of the serious health condition.
- c. A statement of regimen of treatment.
- d. An indication of whether inpatient hospitalization is required.
- e. An opinion of whether or not the Superintendent is able to perform the essential functions of his position.

The Board (or designee) may require a second opinion, at Board expense, by a physician selected by the Board.

The Superintendent may request up to a ninety (90) work day unpaid leave extension in the event of his physical and/or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is a reasonable likelihood that the Superintendent will be able to resume his duties at the end of the extended leave interval. Medical certification shall be supplied by the Superintendent as a condition to any leave extension. The Board may require a second opinion at its expense by a physician selected by the Board. Any extensions of leave for this purpose shall be at the discretion of the Board.

Prior to the resumption of duties after an unpaid leave of absence for a serious health condition, the Superintendent shall provide to the Board a fitness for duty certification from the Superintendent's health care provider. A second opinion may be required by the Board, at its expense.

The Superintendent's employment is contingent upon being fit to fully perform the essential responsibilities of the position. In the event the Board determines that the Superintendent is not fit to fully perform his duties at the expiration of a leave period, it may terminate this Contract, and it shall have no further obligations hereunder. Such action by the Board shall not affect any rights the Superintendent may have under group long-term disability coverage.

11. Errors and Omissions Coverage. The Board agrees to pay the premium amount for School Board errors and omissions insurance coverage, which includes 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 but in no case shall the coverage be extended to any demands, claims, suits, actions and/or legal proceedings brought against the Board or the School District by 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. In the event that such insurance coverage cannot be purchased in the amounts and/or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify the Superintendent. In that event, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to the Superintendent as is authorized under MCLA 691.1408.

12. Suspension. Whether pending the procedures set forth in paragraph 13 or pending an investigation of the conduct of the Superintendent, the Board may, in its sole discretion, direct that the Superintendent suspend all or any part of the performance of responsibilities and may assign the performance of such responsibilities to another person or persons. Such suspension of responsibilities shall be without loss of salary or other benefits under this Contract, until the Superintendent is either reinstated or terminated under this Contract.

13. Termination. The Board may terminate the Superintendent and this Contract at any time during its term hereof or any extension, for any act by the Superintendent of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetence, inefficiency for any material breach of the terms and conditions of this Contract, or for other causes that are not arbitrary or capricious, as determined by the Board. The foregoing standards for termination of this Contract during its term do not apply to non-renewal of this Contract at the expiration of its term, which decision is discretionary with the Board.

In the event the Board undertakes to dismiss the Superintendent during the term of this Contract, the Board shall notify the Superintendent in writing of the charges against him. If the Superintendent wishes to contest the charges, he shall respond in writing to each of the charges and may make a written request for a hearing before the Board within ten (10) days of his receipt of the charges. If the Superintendent does not contest the charges in the time and manner specified, the charges shall be considered admitted, and the Superintendent shall be considered to have waived any right to contest the

charges. If requested by the Superintendent, a hearing before the Board will be scheduled at a time and place set by the Board not less than seven (7) days nor more than thirty (30) days after its receipt of the request. The hearing need not be conducted using formal trial or evidentiary procedures, but the Superintendent will be given an opportunity to address the charges. The Board shall notify the Superintendent of its decision in writing within fifteen (15) days of the close of the hearing or, if no hearing is requested, within fifteen (15) days of the Board's receipt of Superintendent's written response to the charges. The Board's decision shall be final and binding on the parties.

In the event of termination of the Superintendent's employment during the term of this Contract, this Contract shall automatically terminate, and the Board shall have no further obligation hereunder.

14. Tenure. It is mutually understood and agreed that this Contract does not confer tenure upon the Superintendent in the position of Superintendent or any other administrative or teaching position in the District.

15. Scope of Agreement. This Contract constitutes the entire agreement by and between the parties and supersedes all prior statements, written or oral, and any prior contracts between the Board and the Superintendent. There are no representations or promises other than as set forth herein which have induced the Superintendent to enter into this Contract. The Superintendent agrees and understands that no employee or individual Board member is authorized to modify this Contract or enter into a new or different contract of employment. Modifications, additions or deletions to this Contract shall not be binding unless written, authorized by appropriate and lawful Board resolution, and signed by both parties. No valid waiver of any provision of this Contract at anytime shall be deemed a waiver of any other provision of his Contract at such time or at any other time.

If, during the term of this Contract, a specific clause of the Contract is found to be illegal under state or federal law, the remainder of the Contract shall remain in full force and effect.

16. Governing Law. This Contract shall be governed in accordance with the laws of the State of Michigan.

BOARD OF EDUCATION OF THE MONA SHORES
PUBLIC SCHOOLS

Dated: 6/10/2019

By: Stan Miller
Stan Miller, Its President

Dated: 6/10/2019

By: Jeanne Cooper-Kuiper
Jeanne Cooper-Kuiper, Its Vice President

SUPERINTENDENT

Dated: 6/10/2019

Earl William O'Brien, Jr.
Earl William O'Brien, Jr.

Dated: 6/10/2019

By: Sue McAvoy
Sue McAvoy, Director of Human Resources