



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 Mark Platt (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 **Mark Platt** as its Superintendent of Schools from July 1, 2020 through June 30, 2023, 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. The Superintendent also agrees to be responsible for the Operations Department that consists of Transportation, Maintenance and Grounds.

2. Superintendent represents that he 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 duties and obligations in such capacities for the school district including, but not limited to, those duties required by the School Code. He will act as an advisor to the Board on matters pertaining to the administration of the school district and he will inform the Board as to administrative action taken on its behalf.

4. The Superintendent shall recommend the policies and programs of the Board of Education. He will fulfill all duties and obligations incumbent upon him as the executive head of the school district. The Superintendent pledges to use his best efforts to maintain and improve the quality of the operation of the school district and consistently promote efficiency in all areas of responsibility. The Board recognizes that the Superintendent has responsibilities to represent the District within the community at large. This would in no way be construed as a conflict with his duties as Superintendent.

5. Superintendent shall be paid an annual salary as follows:

2020-21 \$118,000

2021-22 \$118,000 + 2% = \$120,360.00

2022-23 \$120,360 + 2% = \$122,767.20

This is to be paid in 26 equal installments. The Board hereby retains the right to increase the annual salary of Administrator during the term of this Contract. Consistent with the provisions of Section 1250 of the Revised School Code, Administrator's job performance and job accomplishments will be significant factors in determining any adjustment to Administrator's compensation. Any increase in salary made during the term of this Contract shall be in the form of a written amendment and when executed by Administrator and the Board, shall become a part of this Contract.

6. The Board will provide the same insurance program as provided to other administrators for the Superintendent and his family. The Board shall provide health insurance for a full twelve (12) month period to the Administrator and his eligible dependents. The Board's cost for health insurance shall not exceed the requirements of 2011 PA 152 (MCL 15.563) as shall be determined by the Board.

An employee who is eligible for medical benefits and shows adequate documentation that he has health care coverage through a spouse's employment may receive \$420 per month cash in lieu of health insurance to be allocated in accordance with the Section 125 Cafeteria Plan. Coverage through a health insurance marketplace plan does not meet the requirements to be eligible for cash-in-lieu.

Other Insurance Benefits: The Board shall provide the Administrator and, unless otherwise stated, eligible dependents with the following insurance benefits and coverage:

- dental insurance;
- vision insurance;
- life insurance (Administrator only) at one-and-one-half times the Administrator's then-applicable salary;
- Accidental Death & Dismemberment insurance (Administrator only); and
- long-term disability insurance (Administrator only).

Insurance Premiums & Payment: The Board shall provide insurance premium contributions on behalf of the Administrator and (where applicable) eligible dependents for the benefits listed in (a) & (b), in accordance with the regulations and procedures set forth by 2011 PA 152 and the Board-designated insurance carrier, policyholder and/or third-party administrator. The Administrator will pay via payroll deduction the remaining balance of the costs of any insurance plan coverage Administrator elects, less the Board's contribution, at times and in the manner determined by the Board.

Note: The Administrator shall be provided with a Benefit Plan Summary outlining the insurance benefits and coverage provisions outlined in Section 8 (a)-(c).

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.

7. 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:

A. twelve (12) sick days per year with full accumulation subject to a 180-day cap. These days may be used for bereavement up to five (5) days per occurrence.

Upon retirement, the District shall pay the Administrator \$37.50 for each of his accumulated but unused sick leave days (180-day cap) provided the Administrator has personally delivered written notice to the President of the Board at least **ninety (90) days** prior to retirement.

Upon resignation, the District shall pay the Administrator \$7.50 for each of his accumulated but unused sick leave days (180-day cap) provided the Administrator has personally delivered written notice to the President of the Board at least **thirty (30) days** prior to resignation.

B. vacation time of twenty five (25) days per fiscal year must be used in the fiscal year earned. Vacation days are non-accumulative. Unused vacation days will be reimbursed to the employee at the flat rate of \$100 per day payable at the end of the fiscal year. Holidays, in addition to the twenty five (25) vacation days, are as follows:

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

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

D. The Superintendent shall be granted up to five (5) paid leave days for each death in the immediate family, consisting of parents and parents of spouse, brothers, sisters, spouse, children, grandparents, and members of the Superintendent's household. Superintendent may request additional days beyond the five (5) days granted for funeral leave, and if approved by the Board President, such days shall be deducted from Superintendent's accumulated sick leave. Days may also be granted in the case of deaths outside the family, depending on the circumstances. Granting of these days shall be at the discretion of the Board President and if granted shall be deducted from sick leave.

E. Whenever possible, the Superintendent shall notify the President of the Board and submit an Absence Request into the automated system for approval in advance of absences.

8. Administrator's performance shall be evaluated by the Board according to State guidelines.

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

10. The Board shall be entitled to terminate the Superintendent's employment at any time during the term of this contract for reasons that are not arbitrary or capricious. No discharge shall be effective until written charges have been served upon him and he 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 may have legal counsel at his own expense.

11. The Superintendent may be terminated for incompetence, inefficiency, insubordination, moral turpitude, material breach of contract and other non-arbitrary reasons as determined by the Board. 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. Nonrenewal shall be as prescribed under Section 1229 of the Revised School Code. MCL 380.1229.

12. Superintendent agrees that he 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. The contract may be extended for an additional year to June 30, 2021 by Board action by June 30, 2017. If no action is taken by the Board, the contract shall expire June 30, 2020.

13. 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 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.

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

- o State Superintendents Conferences – Twice each year.
- o Other State Level Meetings – As can be arranged within schedule and budget.
- o Local Superintendent's Meetings – As can be arranged within schedule and budget.
- o 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, the Michigan Negotiators Association, and the MSBO (Michigan School Business Officials).

16. Superintendent shall be eligible to be reimbursed for travel expenses 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 such as a stipend for cell phone use.

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.

3-26-20
Date

, Superintendent
Mark Platt, Superintendent

**HART PUBLIC SCHOOL DISTRICT
BOARD OF EDUCATION**

4/2/20
Date


Chad Coker, President


4-2-2020
Date


Irma Hinojosa, Vice President

4/2/2020
Date


Judge Wilson, Secretary

4/3/20
Date


Jeff Gebhart, Treasurer

This contract was approved by a vote of the Board at a public meeting on March 16, 2020.

The Board of Education does not discriminate on the basis of race, color, national origin, sex, (including sexual orientation or transgender identity), disability, age, religion, height, weight, marital or family status, military status, ancestry, genetic information, or any other legally protected category, (collectively, "Protected Classes"), in its programs and activities, including employment opportunities.