

OTSEGO PUBLIC SCHOOLS

CONTRACT OF EMPLOYMENT for Superintendent

THIS AGREEMENT is between the Otsego Public Schools' Board of Education (subsequently referred to as "Board") and Jeffery Haase (subsequently referred to as "Superintendent").

1. This Board agrees to employ the Superintendent of its schools for the term commencing January 1, 2019 to and including December 31, 2022.
2. The Contract of Employment is subject to the nonrenewal provisions of Section 1229 of the Revised School Code, MCL 380.1229.
3. Employment each year of this Contract shall be on the basis of fifty-two (52) weeks with an annual vacation period of twenty-five (25) days per year. The Superintendent and Board President shall agree on vacation days. Normal winter, spring and summer school breaks shall be work weeks unless otherwise specifically granted as vacation periods. The Superintendent shall not be required to work on the holidays provided by the School District's administrative calendar. Such holidays generally include: the Fourth of July, Labor Day, Thanksgiving Day and the day after Thanksgiving Day, Christmas Eve and Christmas Day, New Year's Eve and New Year's Day and Memorial Day.

Vacation days may be used through September 30 of the immediately succeeding contract year, and up to ten (10) vacation days may roll over to the following school year; however, no more than ten (10) days may be banked from year to year. The Superintendent shall be paid for any unused vacation days accrued through September 30 of each year. Payment for these unused days will be made in October. Upon termination of employment with the School District, the Superintendent shall be compensated for unused vacation days on a per diem basis (using the salary of the year in which the vacation day[s] was earned).

4. The Superintendent shall be provided with an annual allotment of twelve (12) sick days per contract year, up to a maximum accumulation of two hundred (200) days. Upon retirement, there shall be pay for unused sick days at the rate of \$50 per day up to a maximum of 200 days, unless otherwise agreed by the Board.
5. The Superintendent represents that s/he holds all credentials and certificates required by law and by the School District to serve in the position of Superintendent. If at any time the Superintendent fails to hold the certificates and/or credentials required by law for the position assigned, this Contract shall automatically terminate.

6. The Superintendent agrees to fully perform the duties of Superintendent in a competent and professional manner in accordance with the established policies and regulations of the Board of Education and the laws of the State.
7. The Superintendent shall serve as chief executive officer and chief administrative officer of the Board. S/he shall be entitled to:
 - Present his recommendations to the Board on any subject under consideration by the Board;
 - Service as an ex officio member of each committee established by the Board.
8. Compensation:

The annual salary of the Superintendent shall be the sum of \$133,926.00 One Hundred Thirty-three Thousand Nine Hundred Twenty-six and 00/100---Dollars.

The Board retains the right to adjust upward the annual salary of the Superintendent during the term of this Contract and agrees to review the Superintendent's compensation annually in the month of December. Any adjustment in salary made during the life of this Contract shall be in the form of a written amendment.

 - a. The Board shall annually make a non-elective contribution in the amount of eleven percent (11%) of annual salary into a 403(b) annuity designated by the Superintendent.
 - b. The Board agrees to purchase one year of retirement service credit for the Superintendent for the first year of this 2 ½ year contract (2019-20). The Superintendent may elect to receive cash in lieu in which case the Board will pay the Superintendent the service credit amount in July of each contract year.
9. The Superintendent agrees to abide by all policies and regulations adopted by the Board.
10. The Superintendent shall receive fringe benefits comparable to those provided other administrators including the opportunity to attend conferences associated with his professional organizations and be reimbursed for reasonable expenses incurred. Fringe benefits include:
 - a. Insurance: The School District agrees to make premium payments on behalf of the Superintendent for the following insurance programs, not to exceed the maximum amounts permitted by 2011 PA 152:

- * 1. Hospitalization & Dental + Orthodontic
- * 2. Long-term Disability - 60% of salary to age 65
- 3. Term Life – equal to one year’s base salary plus non-elective annuity contribution, if applicable
- * 4. Vision
- * 5. Tax sheltered annuity may be chosen in lieu of health benefits

The Board shall at all times retain the right to select the provider/carrier and shall be the policyholder of any health insurance policy. The Board’s obligations pursuant to this section shall be limited to paying its share of the premiums needed to provide the benefits. The Board’s contribution for non-health insurance benefits (dental, orthodontic and vision) shall not exceed the amounts contributed to other District administrators.

b. Fringe Benefits:

1. Two personal business days shall be granted on July 1st of each year; if unused, the personal days are converted to sick days. Any additional days shall be approved by the Board President.
 2. All requests for leaves of absence shall be considered by the Board of Education.
 3. Post-Masters credit will be paid by the district on a tuition reimbursement basis with approval of the Board of Education President.
 4. Personal Property Loss: The district will reimburse the Superintendent for any personal property loss incurred by job related accident and/or vandalism not covered by his/her personal insurance carrier within the limits set by the Board President.
 5. The Board shall pay on behalf of the Superintendent membership dues to national, state and local administrator organizations approved by the Board and related to the Superintendent’s job responsibilities. The Superintendent shall obtain Board approval prior to attending out of state conferences held by such organizations. The Superintendent shall be reimbursed for reasonable and necessary receipted expenses in accordance with applicable Board policy and regulations.
 6. The Board of Education will pay the dues and weekly meal charge for the Superintendent to attend the Otsego Chapter of Rotary International.
11. The Superintendent will receive a monthly car allowance in the sum of \$350.00.

12. On or before March 15 of each Contract year, the Board and Superintendent shall meet in a regular or special meeting for the purpose of mutual evaluation of the performance of the Superintendent and for expressing recommendations and observations on how such performance may be continually improved. The time and date of the meeting shall be agreed to by the parties sufficiently in advance of the meeting to permit adequate preparation for a constructive exchange of views. The administrator shall remind the Board of this duty in a timely manner. These meetings may be in closed session, at the Superintendent's request.
13. The Superintendent shall be subject to discharge during the term of this Contract for just cause, but the Board shall not arbitrarily and capriciously dismiss him. To the extent required by law, just cause shall include any reason that is not arbitrary or capricious. No discharge shall be effective until written charges have been served upon him and he has had an opportunity for a fair hearing before the Board after ten (10) days' notice in writing. The hearing shall be public or private at the option of the Superintendent. At such hearing, he may have legal counsel at his own expense.
14. 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. The Board may request release of medical information necessary to determine if the Superintendent is capable of performing the essential job functions required in his assignment, with or without accommodation. Any physical or mental examination required of the Superintendent by the Board shall be job related and consistent with business necessity. Additionally, the Superintendent and Board may mutually agree that the Superintendent have an annual physical examination by a licensed physician. Any medical or psychological examination under this section shall be at Board of Education expense. Further, any information obtained from medical or psychological examinations or inquiries shall be considered confidential.
15. The Superintendent agrees that he shall not be deemed to be granted continuing tenure in the position of Superintendent or in any capacity other than that as a classroom teacher (if the probationary period for tenure as a teacher is fulfilled) by virtue of this Contract of Employment or any employment assignment within the School District. The Superintendent is subject to discipline, including discharge, in any such capacity other than as a classroom teacher. If employed in the capacity as a classroom teacher, he shall be subject to discharge or demotion within the provisions of the Michigan Teacher's Tenure Act. In no case shall such a reassignment, discipline, discharge, or demotion be considered a breach of this Agreement.

- 16. In the light of the unique nature of the professional duties of the Superintendent, the School District shall provide to the Superintendent at no expense to him legal counsel representation in any legal action brought against him as Superintendent acting in his official capacity and insure him adequately against all liability that results from his performance in the course and scope of his employment as Superintendent, provided that such insurance is reasonably available. The Board shall provide public liability insurance for the Superintendent to cover legal expenses in defense of claims resulting from his functioning as Superintendent, provided that such insurance is reasonably available. Conduct by the Superintendent which is outside the scope of the Superintendent’s authority, is not within the coursed scope of his employment duties and responsibilities, or constitutes a crime or violation of the Michigan Revised School Code, shall not be subject to this paragraph.
- 17. If any provision of this contract is ruled illegal or unenforceable by a court of competent jurisdiction, the remainder of the Contract not affected shall remain valid and in effect.
- 18. This Contract shall be governed by and interpreted in accordance with the laws of the State of Michigan.
- 19. It is understood and agreed that this Contract constitutes the entire agreement between the parties and supersedes any prior agreement, written or oral, and constitutes the sole obligations of the parties to one another. This Agreement may be modified only in writing with approval of the Board of Education in a meeting open to the public.

EMPLOYEE:

On Behalf of the
OTSEGO PUBLIC SCHOOLS
BOARD OF EDUCATION

Jeffery Haase
Superintendent

Jay Petty, Board President

Date

Date

Rebecca Gross, Board Secretary

Date