

EMPLOYMENT CONTRACT BETWEEN

**MICHAEL BASZLER**

**AND**

**GOODRICH AREA SCHOOLS**

**GENESEE, OAKLAND AND LAPEER COUNTIES, MICHIGAN**

This contract made and entered into as of the 1st day of July, 2024 by and between Goodrich Area Schools, Genesee, Oakland and Lapeer Counties, Michigan, a school district under the laws of the State of Michigan, hereinafter referred to as DISTRICT, and Michael Baszler, hereinafter referred to as SUPERINTENDENT.

WHEREAS, DISTRICT AND SUPERINTENDENT believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the schools;

NOW, THEREFORE, DISTRICT AND SUPERINTENDENT, for the consideration herein specified, agree as follows:

1. EMPLOYMENT AND TERM -

DISTRICT hereby employs SUPERINTENDENT as its Superintendent of Schools under the provisions of Section 1229 of the Michigan Revised School Code, for a term of five years (5) years covering the period July 1, 2024 through June 30, 2029, said term being renewed each year thereafter for a term of one (1) year unless written notification of non-renewal is given by the School District in accordance with 1979 P.A. 183. In the event the Board fails to notify the Superintendent on or before April 1, that it is not going to extend the contract, the contract shall automatically be extended an additional one (1) year in accordance with the terms contained in this contract. SUPERINTENDENT hereby accepts such employment and agrees to devote his full time efforts thereto and to discharge such duties in a competent and professional manner. Although it is the express intention of the parties that this contract shall be for the period indicated, it is mutually agreed that the covenants

herein contained may be terminated in advance of the end of the term hereof upon the happening of any of the following events:

- a. The death of the SUPERINTENDENT.
- b. The permanent total disability of the SUPERINTENDENT.
- c. The acceptance of employment, by the SUPERINTENDENT, with another district or entity without the express written permission of the Board. Permission shall not be unreasonably withheld.
- d. The resignation of the SUPERINTENDENT.
- e. Termination of contract pursuant to Paragraph 14 of this agreement.

DISTRICT may, by specific action, and with the consent of SUPERINTENDENT, extend the termination date of the existing contract to the full extent permitted by State law.

2. RESPONSIBILITIES OF SUPERINTENDENT -

SUPERINTENDENT shall have charge of the administration of the schools under the direction of the Board of Education of the DISTRICT. Subject to the approval of the Board, SUPERINTENDENT shall:

- a. Be the chief executive officer of the DISTRICT.
- b. Direct and assign teachers and other employees of the schools under their supervision.
- c. Organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the DISTRICT.
- d. Recommend all personnel for hire to the Board of Education of DISTRICT.
- e. From time to time, suggest regulations, rules and procedures deemed necessary for the well ordering of the DISTRICT.
- f. Act as chief spokesperson for the DISTRICT in all labor relations.
- g. In general, perform all duties incident to the office of the SUPERINTENDENT and such other duties as may be prescribed by the Board of Education of the DISTRICT from time to time. Furthermore, SUPERINTENDENT shall be bound by all the policies, rules and regulations heretofore and hereafter adopted by the DISTRICT; provided, however, SUPERINTENDENT shall not be bound by any policy, rule or regulation hereafter adopted by the DISTRICT which violate this Contract, unless such policy, rule or regulation is required by law.

The SUPERINTENDENT shall perform their duties over the full fifty-two (52) weeks of the School District's fiscal year (July 1 to June 30), less applicable vacation, leave, and holidays. The SUPERINTENDENT shall be expected to attend meetings of the Board and its committees and to attend and participate in School District functions or, on occasion, other civic activities having relation to the School District's interests within the Goodrich school community. Among their other duties, the SUPERINTENDENT shall prepare the agendas for each Board of Education meeting in consultation with the President of the Board or their delegate, and forward same to each member of the Board, along with their recommendations and supporting documentation on each agenda item, sufficiently in advance of the meeting so that each member can assimilate such information prior to the meeting. The SUPERINTENDENT will report to the Board information, which would, or might, affect or be relevant to the business of the School District.

SUPERINTENDENT shall devote their full time energies to the responsibilities of this position. SUPERINTENDENT has the Board's permission to continue their educational studies toward the completion of a doctorate or other degree related to the position of SUPERINTENDENT, provided that SUPERINTENDENT'S educational studies shall not interfere with the performance of their duties as SUPERINTENDENT and are not scheduled at times SUPERINTENDENT is expected to participate in DISTRICT meetings, functions or events. Separately, upon prior notice to the Board and prior approval of the Board President, the SUPERINTENDENT may undertake consultative work or teaching, during the term of this Agreement, provided that such activities are scheduled outside of regular school hours and do not interfere with the time and effort necessary to perform their duties under this Agreement. With respect to any outside teaching, SUPERINTENDENT agrees that they shall not undertake such work unless it is scheduled during summer evenings when school is not in session. Further, SUPERINTENDENT agrees to use vacation days in the unlikely event that outside consultative or teaching work of any nature is scheduled on or during a regularly scheduled school business day.

The SUPERINTENDENT also represents and warrants that they meet, and will continue to meet, at least the minimum qualifications and certifications required by the State of Michigan to serve as the District's Superintendent of Schools.

Except as otherwise provided in this Agreement, the Board of Education of the DISTRICT shall possess and retain at all times right of assignment all District

employees, provided the other terms of this agreement are not violated. The Board reserves the right to reassign SUPERINTENDENT to another administrative position without reduction in compensation.

The members of the Board of Education of the DISTRICT, individually and collectively, shall promptly refer all criticisms, complaints and suggestions to the SUPERINTENDENT for study, recommendation and actions as appropriate.

3. COMPENSATION -

DISTRICT will pay the SUPERINTENDENT according to the following salary schedule:

Step 1	\$149,000
Step 2	\$152,725
Step 3	\$156,543
Step 4	\$159,674
Step 5	\$162,867
Step 6	\$166,124

For the 2024-2025 fiscal year, SUPERINTENDENT will be placed at Step 2. This annual salary rate shall be paid to SUPERINTENDENT in equal bi-weekly installments of the annual salary rate during the school fiscal year, for services rendered during the preceding time period.

Except as otherwise provided within this Contract, SUPERINTENDENT'S salary shall be pro-rated for the number of weeks actually worked, payable in accordance with the District's normal payroll procedures.

As a part of the total compensation for services as SUPERINTENDENT, the district shall make a non-elective contribution to a tax-sheltered annuity for SUPERINTENDENT equivalent to 7% of annual base salary for the life of this contract. The SUPERINTENDENT shall own the annuity as required by Section 403(b) of the Internal Revenue Code. The SUPERINTENDENT may arrange through a salary-reduction agreement for additional District contributions to the annuity on their behalf within the applicable legal limits.

The DISTRICT will make such contributions to the Michigan Public School Employees' Retirement System on behalf of the SUPERINTENDENT as are required by law.

Upon completion of the following degrees, an added percentage of the annual salary will be paid to the SUPERINTENDENT as follows:

Master's Degree + 15 semester hours	3%
Education Specialist Degree	5%
Education Specialist Degree + 15 semester hours	7%

The administrator holds a degree of Masters. A factor of 0% in the amount of \$0.00 will be added for the 2024-2025 fiscal year. This added amount will be paid in two installments, half in December and half in June.

The following annual longevity will be paid to the SUPERINTENDENT when they have worked in the district long enough to qualify, as follows:

During 5 <sup>th</sup> -9 <sup>th</sup> year	3% of base salary
During 10 <sup>th</sup> -14 <sup>th</sup> year	4% of base salary
During 15 <sup>th</sup> year and beyond	5% of base salary

Longevity will be paid in two installments, one in December and one in June.

The SUPERINTENDENT shall receive a merit pay stipend, to be paid in January, if they received an effective rating on all components of their year-end evaluation.

Effective Rating	\$500
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The Board of Education of the DISTRICT and SUPERINTENDENT may mutually agree to adjust the salary of SUPERINTENDENT during the term of this contract on an annual basis. Any adjustment in salary made during the life of this contract shall be in the form of an amendment and become part of this contract, but it shall not be deemed that DISTRICT and SUPERINTENDENT have entered into a new contract nor that the termination date of the existing contract has been extended.

4. VACATION AND OTHER PAID TIME -

SUPERINTENDENT shall be deemed a fifty-two week per year administrative employee. SUPERINTENDENT'S vacation entitlement shall be twenty (20) working days per fiscal year. The SUPERINTENDENT is not required to work during winter or spring breaks, as determined by the district calendar. Unless specifically approved, no more than five (5) consecutive vacation days may be taken while school is in session.

Accumulation of unused vacation time may extend up to 60 days past the contract year in which they were earned/granted. Up to ten (10) unused vacation days may be compensated at the per diem rate applicable when earned, if such days are not used as of the 60 day extended period, upon written request to the Board President.

Upon death of an immediate family member or immediate family member of a current spouse (i.e. spouse, child, parent, sibling, and grandparent) up to five (5) days of paid bereavement leave shall be granted. These days shall not be deducted from other benefit time.

SUPERINTENDENT shall be entitled to twelve (12) sick days per year. Sick days may accumulate without limit. Upon resignation or retirement, unused sick days shall be paid at a rate of \$80 per day. Prior to returning from surgery or prolonged illness SUPERINTENDENT may be required to provide medical verification at Board expense that they are able to return to work and perform the essential functions of the SUPERINTENDENT.

The following days shall be construed as "paid" holidays: Labor Day, Thanksgiving, the Friday following Thanksgiving, Good Friday, Memorial Day and July 4th. In the event that any of the above days occur on a weekend, a substitute day may be taken the last workday prior to or the first workday after the holiday.

5. OTHER BENEFITS -

DISTRICT shall provide term life insurance coverage for SUPERINTENDENT in the face amount of two times their annual salary.

The District shall provide long-term disability insurance that includes benefits payable upon the 90th calendar day of disability at 66 2/3% of annual contractual salary with a maximum monthly payment of \$8,000.

Offsets - Any amounts of income paid or payable to the SUPERINTENDENT under Workmen's Compensation, School Employees Retirement Program, or any other disability retirement plan provided by governmental agencies, including any payments for which the dependent may qualify as a result of the employee's disability under such plan, and any disability payments under any other group disability income plan.

In accordance with 2011 PA 152, as amended, the DISTRICT shall provide the SUPERINTENDENT, with the same health insurance as other administrative staff,

for them self and their eligible dependents. Eligible dependents shall be defined by legal, IRS and policy definitions.

EXCEPTIONS:

1. If a husband and wife are both employees of the district, either one may elect health insurance coverage.
2. An employee shall be ineligible if covered by a spouse's employer paid health insurance.
3. The Board shall provide each employee not taking health insurance additional compensation at the rate of \$300 each month.

The DISTRICT shall provide dental insurance to SUPERINTENDENT for each month employed equal to that of other administrative staff, for themselves and their eligible dependents, and at the same cost as provided to other administrative staff. Eligible dependents shall be defined by legal, IRS and policy definitions.

The DISTRICT shall provide optical insurance to SUPERINTENDENT for each month employed equal to that of other administrative staff for themselves and their eligible dependents, and at the same cost as provided to other administrative staff. Eligible dependents shall be defined by legal, IRS and policy definitions.

All insurance coverage shall be subject to standard coordination of benefits (COB) rules as defined within the policy. If the coordination of benefits is between SUPERINTENDENT and their spouse the individual with the earlier birthday in a calendar year shall be primary.

6. EXPENSES

The DISTRICT shall provide to the SUPERINTENDENT an annual stipend of \$4,800 in addition to wages. This stipend is to reimburse the SUPERINTENDENT for reasonable and necessary expenses incurred on DISTRICT business including the cost of carrying a cell phone for constant communication during work hours, emergency situations, or situations requiring immediate attention, in-county mileage and use of their personal auto, and contributions made to school clubs, fundraising activities and community service projects. This stipend shall be paid in \$400 monthly increments.

7. PROFESSIONAL MEMBERSHIPS AND CONFERENCE ATTENDANCE

DISTRICT shall provide professional memberships on behalf of SUPERINTENDENT. The DISTRICT shall also cover reasonable expenses, and provide appropriate time away from the district, for professional conferences.

8. TUITION REIMBURSEMENT

DISTRICT shall reimburse the SUPERINTENDENT for advanced education up to six (6) credits per year or a maximum of \$2,500 per fiscal year, subject to proof of expense satisfactory to the DISTRICT within 30 days of completion of the credits.

9. PROFESSIONAL LIABILITY -

DISTRICT agrees that it shall defend, hold harmless, and indemnify SUPERINTENDENT from any and all demands, claims, suits, actions and legal proceedings brought against SUPERINTENDENT in their individual capacity, or in their official capacity as agent and employee of DISTRICT, provided the incident arose while SUPERINTENDENT was acting within the scope of their employment and excluding criminal litigation and provided further, that said demand, claim, suit, action or legal proceeding is covered under a liability policy of insurance, maintained by DISTRICT, at limits not less than \$1,000,000. In no case, however, will individual DISTRICT Board Members be considered personally liable for indemnifying SUPERINTENDENT against such demands, claims, suits, actions and legal proceedings.

If in the good faith opinion of the SUPERINTENDENT conflict exists as regards the defense to such claim between the legal position of the SUPERINTENDENT and the legal position of DISTRICT, the SUPERINTENDENT may engage counsel, in which event the DISTRICT shall indemnify the SUPERINTENDENT for the costs of legal defense as permitted by State law.

10. EVALUATION

The Board of Education shall complete an evaluation cycle of the SUPERINTENDENT, to include a mid-year review, in alignment with MCL 380.1249b(lj) using the Model for Superintendent Evaluation (Collins & Blaha) tool. If the Superintendent receives an effective evaluation for three years in a row, they may receive a biennial evaluation in alignment with state law.



During the first year of employment, the Board or SUPERINTENDENT may request periodic evaluation conferences, open or closed, at the election of the SUPERINTENDENT, with the full Board or a committee of the Board, to review performance and progress.

In the event that the Board of Education of the DISTRICT determines that the performance of the SUPERINTENDENT is less than effective and/or unsatisfactory in any respect, it shall describe in writing, in reasonable detail, specific instances of such performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance to be less than effective and/or unsatisfactory. A copy of the written evaluation shall be delivered to the SUPERINTENDENT. The SUPERINTENDENT shall have the right to make a written reaction or response to the evaluation. This response shall become a permanent attachment to the SUPERINTENDENT'S personnel file. Within thirty (30) days of the delivery of the written evaluation to the SUPERINTENDENT, the Board shall meet with the SUPERINTENDENT to discuss the evaluation.

The SUPERINTENDENT may appeal the evaluation process and rating received to the Board of Education. The appeal must be submitted in writing to the Board President within 30 calendar days after the SUPERINTENDENT is informed of the rating. Within 15 days after the appeal is submitted, the Board of Education shall provide the SUPERINTENDENT with written notice that a hearing shall be scheduled, in closed or open session at the election of the SUPERINTENDENT, to consider the appeal and for the SUPERINTENDENT to present witnesses, information and evidence. The hearing shall be scheduled for a date mutually acceptable to the Board and SUPERINTENDENT within 45 days after the appeal is submitted unless extended by mutual agreement. The SUPERINTENDENT may be represented by counsel at the hearing at their own expense. If the hearing does not resolve the matter, the SUPERINTENDENT may request binding arbitration by filing a demand for arbitration with the American Arbitration Association within 30 calendar days after the hearing, or within 45 days after the appeal if no hearing is held. The arbitration is subject to the Michigan Uniform Arbitration Act, MCL 691.1681, et seq., as amended. The arbitrator shall be selected through the procedures of the American Arbitration Association, Employment Arbitration Rules. The arbitrator shall have authority to issue any appropriate remedy, and the decision of the arbitrator shall be enforceable by any court of competent jurisdiction.

11. CONFLICTS OF INTEREST

The SUPERINTENDENT will not possess or acquire, directly or indirectly, any interest adverse to the DISTRICT. If a question arises whether the SUPERINTENDENT possesses or has acquired an impermissible conflict of interest, the SUPERINTENDENT will, as soon as practicable, fully disclose the questioned interest to the Board for its review and disposition, which disposition will be controlling.

12. TENURE

It is mutually understood and agreed that this employment contract does not confer tenure upon the SUPERINTENDENT in the position of SUPERINTENDENT or in any other administrative position within the DISTRICT to which SUPERINTENDENT may be reassigned. The DISTRICT'S failure to continue the SUPERINTENDENT'S employment after the term of this Agreement, or re-employ them in any other capacity, will not be considered a breach of this Agreement.

13. PHYSICAL EXAMINATION

Upon request, the SUPERINTENDENT shall submit to a physical or mental examination by a health care provider of the Board's selection, at Board expense, to provide the Board with an opinion regarding the SUPERINTENDENT'S ability to perform the essential functions of SUPERINTENDENT. Such opinion shall be highly confidential and maintained in a separate confidential file.

14. TERMINATION OR NON-RENEWAL OF CONTRACT

The DISTRICT'S Board of Education may terminate this Agreement during its term for any reason(s) that is not arbitrary or capricious. The term "arbitrary or capricious," as used in this paragraph shall be interpreted consistently with the same term as it appears in Article IV Section 1(1) of the Teacher Tenure Act, MCL 38.101(1). SUPERINTENDENT shall be provided an opportunity for a hearing in regard to the prospect of such termination. Such hearing may be open or closed to the public at the option of the SUPERINTENDENT and must occur within thirty (30) days of notice.

DISTRICT'S Board of Education may non-renew this Agreement pursuant to Section 1229 of the Revised School Code. SUPERINTENDENT shall remind the Board of

Education of its option not to renew their contract two months prior to the ninety (90) day period set forth in Section 1229.

15. LIMITATIONS OF ACTIONS

The Superintendent and the District agree that any civil action or administrative complaint arising from or relating to the Superintendent's employment with the District, the termination of the Superintendent's employment with the District or this Agreement, must be filed no later than 180 calendar days from the date on which the civil action or administrative complaint accrued, or no later than 180 days from the termination of the Superintendent's employment, whichever is sooner. The District and the Superintendent waive any longer limitations period. This paragraph is not intended to, and should not be construed, to extend any statutory limitations period shorter than 180 calendar days.

16. BINDING ARBITRATION

The SUPERINTENDENT and the DISTRICT agree that any and all claims arising from, or relating to, the Superintendent's employment with the DISTRICT or this Agreement will be subject to final and binding arbitration according to the American Arbitration Association's National Rules for the Resolution of Employment Disputes. The SUPERINTENDENT and the DISTRICT also agree that a judgment on the award of the arbitrator(s) may be entered in any court of competent jurisdiction. The SUPERINTENDENT and the DISTRICT acknowledge and agree this paragraph of this Agreement precludes either from filing covered claims in court and, therefore, waive any otherwise available right to trial by jury.

17. RESIDENCY

The SUPERINTENDENT shall maintain their principal residence within a twenty (20) mile radius of the geographic boundaries of the DISTRICT unless otherwise approved by the Board. No residency requirement can be applied if the SUPERINTENDENT'S spouse is employed by another public employer when that spouse is subject to a condition of employment or promotion that requires them to reside a distance of less than twenty (20) miles from the nearest boundary of their public employer. In the event that SUPERINTENDENT relocates their home and family within the District, the District shall reimburse them for up to \$2500 of documented moving and related reasonable and necessary expenses.

18. SAVINGS CLAUSE

If, during the term of this contract it is found that a specific clause of the contract is illegal in federal or state law, the remainder of the contract not affected by such a ruling shall remain in force.

19. WAIVER OF BREACH

The DISTRICT will not waive any breach of any provision of this Agreement except in writing. Such a waiver will not waive future breaches.

20. TOTALITY OF TERMS


This Contract and the attachments referenced within contain all of the terms agreed to by the parties. This contract supersedes any and all prior contracts, agreements, arrangements, communications and understandings, written or otherwise. No individual Board member has the authority to modify any term or condition of this agreement. Modifications to this agreement must be in writing, signed by both parties, and approved at an open meeting of the Board. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

As approved by formal action of the Board Of Education of Goodrich Area Schools during a public meeting held on December 19, 2022, and

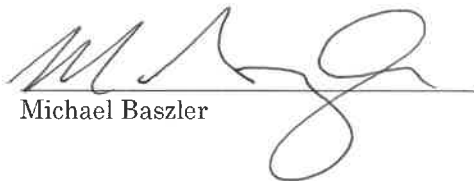
IN WITNESS WHEREOF, the DISTRICT has caused this employment contract to be executed on its behalf by its Board of Education, and the SUPERINTENDENT has approved this employment contract effective on the day and year specified in the originating paragraphs of this document.

GOODRICH AREA SCHOOLS  
Genesee, Oakland and Lapeer Counties Michigan

Contract signed this date: June 24, 2024

By:   
Greg Main, President  
Board of Education

Contract signed this date: June 24, 2024

By:   
Michael Baszler