

PORTLAND PUBLIC SCHOOLS

1100 Ionia Road
Portland, MI 48875

THIS AGREEMENT, entered into this 11th day of February 2019 between the Board of Education, Portland Public Schools, “Board” herein, and William Heath, “Superintendent” herein, as follows:

1. EMPLOYMENT AGREEMENT

The Board agrees to employ the Superintendent to serve as superintendent of the Portland Public Schools, as set forth in this Agreement. The Superintendent agrees to perform the duties of superintendent in a competent and professional manner in compliance with the laws applicable to Portland Public Schools and the policies and regulations adopted by the Board.

2. DUTIES

A. The Superintendent shall serve as chief executive officer and chief administrative officer for the Portland Public Schools. He shall be entitled to:

- (1) Present his recommendations to the Board on any subject under consideration by said Board.
- (2) Attend each meeting of the Board, except meetings or portions of meetings of the Board the topic of which is the contract of the Superintendent and for such meetings the Superintendent may be excused by the Board.
- (3) Serve as an ex-officio member, without a vote, of each committee established by the Board.

B. The Superintendent represents that he meets all Michigan and federal requirements and holds all certificates necessary for employment by the Board as the superintendent of the Portland Public Schools. If the Superintendent fails to maintain required certification, and such failure continues for sixty (60) days beyond notification thereof, this Agreement shall terminate forthwith.

C. Superintendent shall have responsibility and authority to organize, reorganize, arrange and rearrange the administrative and supervisory staff of the district, including business affairs, which in his judgment best serves the District. The Superintendent shall be responsible for recommending to the Board a program of instruction, and shall be responsible for selection, placement and transfer of personnel, subject to approval by the Board. Notwithstanding the foregoing, Superintendent shall exercise those duties and responsibilities defined by law, including MCLA 380.132(4).

D. The Board, individually and collectively, shall refer promptly all criticism and complaints called to its attention with respect to the school system, its programs or personnel, to the Superintendent for study and recommendation. Since open communications are vital to the continued success of Portland Public Schools, the Superintendent and the Board,

individually and collectively, pledge their continued efforts to maintain regular communications with respect to all matters of importance and/or interests to the district or to the Board members.

- E. The Superintendent shall devote full time to the position of superintendent of the Portland Public Schools. However, he may participate in other professional activities outside of the school district which are of short term duration. The President of the Board shall be informed of such activities. The Superintendent shall use non-work time to perform outside activities, and he may retain any honorarium received. Portland Public Schools shall not be responsible for any expense attendant to the performance of outside activities except as specifically agreed by resolution of the Board.
- F. Schedule of Duties - The Superintendent is employed on the basis of a fifty-two (52) weeks of work per fiscal year (July 1 through June 30) as scheduled by the Board. Effective July 1, 2017 the Superintendent shall be granted vacation time of twenty-five (25) business days per fiscal year, with an additional day earned for each consecutive year of employment. Vacation days must be used within six (6) months after the conclusion of the fiscal year in which they were original made available. The Superintendent shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District. At the end of the fiscal year, the Superintendent may elect to receive compensation on at current daily rate for up to 50% of his accrued unused vacation days.

3. CONTRACT PERIOD

The Board agrees to employ the Superintendent for the term **five (5) years from July 1, 2018 through June 30, 2023.**

- A. Extension - It is understood by the Superintendent and the Board that the initial term of this Agreement is **five (5) years** if any ongoing agreement between the Board and the Superintendent is not sooner terminated, and it shall be not more than a continuing **five (5) year contract.** Accordingly, contract extension will be dealt with as follows:

- (1) The Board, not later than December 15th of each year during the term of this contract may extend the contract by resolution for an additional one (1) year period.
- (2) Not later than June 30 of each year during the term of this contract, the Board shall establish the annual salary to be paid to the Superintendent for the school year next following the year in which such action is taken. Other terms and conditions of this contract shall remain unchanged except as the parties shall agree.
- (3) The Board of Education, at its sole discretion and with or without cause, may by resolution decline to extend this contract for an additional year. Failure to take action by the Board shall be deemed to have the contract extended for an additional year.

- B. Non-renewal - If the Board has not exercised its option to not extend the contract, then the contract will automatically be renewed for an additional one (1) year period as provided by Public Act 183, 1979, 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. In the event such notice is given, the Superintendent shall be entitled to a hearing before the Board. The Superintendent shall bring this provision of the contract to the attention of the Board of Education during the month of January.

- C. Holidays- The superintendent shall be entitled to the following holidays: Labor Day, Thanksgiving and the day after, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Memorial Day, and the Fourth of July.

4. EVALUATION

The Board of Education shall evaluate the Superintendent in writing not later than the first regular meeting of the Board in December of each year. The Superintendent and the Board shall meet and confer to develop a process for the evaluation, including the development of performance standards upon which the evaluation will be based each year. The process and evaluation instrument shall comply with MCL 380.1249 and MCL 380.1249b and will include written and oral review by the Board, including a public statement with respect to the Board's evaluation of the Superintendent.

5. TENURE EXCLUSION

This contract does not confer tenure upon the Superintendent in the position of superintendent or any other administrative position in the district.

6. COMPENSATION

- A. The Board shall pay to the Superintendent an annual base salary of one hundred thirty-four thousand six hundred and forty dollars (\$134,640) for the 2017-2018 fiscal year. The salary for successive fiscal years shall be determined not later than the last day of June of the previous fiscal year, or as the parties agree. The base salary for 2018-2019 fiscal year and subsequent years will include a percentage increase equal to the positive percent increase on the PEA Master Agreement Schedule A, averaged over the term of the PEA Contract.
- B. Salary shall be paid in twenty-six (26) equal installments, or in such manner as may be established by the Board for the payment of salaries for Superintendents and teachers within the district.
- C. Service Credit – For the first four years of employment, 2016-2017, 2017-2018, 2018-2019, and 2019-2020, the Board agrees to purchase one (1) year of service credit through the Michigan Public School Employees Retirement System (MPSERS) on behalf of the Superintendent. The maximum amount that the Board will pay towards said service credit shall not exceed five percent (5%) of the Superintendent's base salary for that year.
- D. Annuity- Beginning with the 2019-2020 fiscal year, the Board shall contribute no more than 6% of the Superintendent's base salary, minus any contribution made for service credit, to a 403(b) account of the Superintendent's choice as per Board policy. A 1% longevity increase

will be applied after the anniversary date of more than 5 years, 8 years, 10 years, 13 years.

In addition, the Board, upon the request of the Superintendent, shall withhold from his salary and transfer such sums as he shall designate to a tax-deferred annuity program of the Superintendent's choosing as per Board policy. Said 403(b) account is the sole possession of the Administrator.

- E. The Superintendent shall be entitled to longevity pay each year, after three years of employment, based upon years of service to Portland Public Schools. The longevity pay percentage will be applied against the annual base salary to determine the longevity pay for each fiscal year. The longevity pay percentages are as follows:

Term of Employment	Longevity Pay
More than 3 years	2% of base salary
More than 9 years	4% of base salary
More than 14 years	6% of base salary
More than 19 years	8% of base salary
More than 24 years	10% of base salary

These amounts shall not be cumulative.

- F. The Superintendent shall receive an annual advanced education stipend as follows:

MA+18	\$750
MA+30	\$1,250
Ed.Sp.	\$1,500
Ed.Sp. +18	\$1,800
Ph.D.	\$2,000

- G. Merit Compensation – Consistent with Section 1250 of the Revised School Code, the Superintendent's job performance and accomplishments will be a significant factor in determining future adjustments to the Superintendent's compensation. If the Superintendent is rated as Highly Effective a stipend equal to 2% of the base salary will be granted as a retention incentive to be paid at the start of the new fiscal year. To receive this payment, the Superintendent must be employed by the district after July 1st of the new fiscal year. If the Board elects to complete biennial evaluations, then the stipend will be paid each year after a Highly Effective rating until a new evaluation is completed. The Board shall annually consider additions to the Superintendent's compensation based on merit.

7. BENEFITS.

During the term of this contract the Superintendent shall receive all benefits generally provided by the school district to full time professional administrative staff on the same basis as available to those staff members in accordance with Board policies including sick leave, disability leave, health insurance, and retirement benefits. A schedule of such benefits is attached

hereto and made part hereof as Appendix A. In addition to such benefits, the Superintendent is entitled to the following:

- A. Life Insurance- The Superintendent shall be entitled to term life insurance in a face amount equal to two times the annual base salary of the Superintendent.
- B. In County Expense Allowance- The Board shall provide the Superintendent with a monthly stipend of \$400.00 to cover costs of travel within Ionia County that is required in the performance of his official duties during his employment under this agreement. The Superintendent shall be reimbursed for necessary miles driven outside Ionia County at the IRS rate.
- C. Certification or Licensing Expenses- Any costs pertaining to the Superintendent's certification/or license and maintaining his Teacher Certification, as required by the State of Michigan or federal law shall be paid by the Board.
- D. Reimbursement of Expenses- The Superintendent shall be reimbursed by the Board for reasonable out-of-pocket expenses incurred in the performance of his responsibilities.
- E. The Board shall provide all technology devices needed to complete the job of Superintendent, at no cost to him.

8. PROFESSIONAL IMPROVEMENT.

The Board agrees to reimburse the Superintendent for reasonable costs of professional conferences. Such expenses shall be documented and flagged for routine inspection by the Treasurer of the Board. The Superintendent shall advise the Board, in advance where practicable, of attendance at conferences outside of the State of Michigan, and shall secure Board approval for attendance at national conferences.

9. PROFESSIONAL ASSOCIATIONS.

The Superintendent may affiliate with those professional organizations which are necessary and desirable to maintain professional competence and continuity. The reasonable expense of such memberships shall be paid by the Board.

10. LIABILITY CLAUSE

In light of the unique nature of the professional duties of the Superintendent, the district shall provide to the Superintendent, at no expense to him, legal counsel and representation in any legal action brought against him as an Superintendent, and purchase liability insurance to protect him against liability that results from his performance in the course and scope of his employment as superintendent. The amount and terms of such insurance and the choice of carriers shall be at the discretion of the Board.

11. BREACH AND TERMINATION

A non-material breach on the part of either party to this Agreement shall not be construed to render the obligations of either party under the Agreement null

and void. However, if at any time the Superintendent fails to maintain the credentials and qualifications for the position of superintendent as required by this contract and law, the contract shall automatically terminate.

Nevertheless, the Superintendent may be discharged and his contract terminated at any time for just cause. This standard for termination of the contract during its term shall not be applicable to the non-renewal of this contract at the expiration of its term, which decision is discretionary with the Board of Education.

12. DISABLEMENT

Should the Superintendent be unable to perform any or all of the duties and responsibilities outlined herein by reason of illness, accident, or other causes beyond the Superintendent's control for a period in excess of thirty (30) days, the Board may in its discretion make a proportionate deduction from the salary stipulated in this contract. If such disability continues for more than one year or if said disability is considered permanent, irreparable, or of such a nature as to make performance of their duties impossible, the Board may, at its option, terminate this agreement whereupon the respective duties, rights and obligations herein shall terminate. Death of the Superintendent shall terminate this contract.

13. SEVERABILITY

If any provision of this contract is ruled illegal or unenforceable by a court of competent jurisdiction, the remainder of the contract shall not be affected by the ruling and shall remain valid and in effect.

14. GOVERNING LAW

The contract is governed by and shall be interpreted in accord with the laws of the State of Michigan.

IN WITNESS WHEREOF the parties hereto have set their signatures:

PORTLAND PUBLIC SCHOOLS

SUPERINTENDENT

By: _____
Its President

William Heath

And

By: _____
Its Secretary

APPENDIX A

FRINGE BENEFITS:

1. Insurance:
 - a. The administrator may choose option 1 or 2 below:
 1. A health insurance plan, dental insurance and vision insurance (each with administrator paid deductibles and coverages as contracted with specific insurance companies) offered by the School District; or
 2. The Administrator may choose to forego the medical benefit plan as stated above and receive a monthly amount, as provided to the Portland Education Association, per month in taxable cash in lieu of said benefits.
 - b. Medical Benefit Plan-
 - i. Board Contribution- the Board shall pay up to the maximum dollar amount allowed by law annually towards a medical benefit plan. Said amounts shall be adjusted on an annual basis as provided by law.

Any amount above the maximum dollar amount allowed by law annually for the premium for a medical benefit plan as stated above will be deducted from the Superintendent's pay on a pro rata basis in the first and second pay period of each month.
 - i. All deductibles, co-pays and charges not paid by the medical benefit plan will be paid by the Administrator.
 - ii. Alternate medical benefit plans may be negotiated on an annual basis provided that all parties agree.
 - c. Dental insurance – 100/100/90: \$2,000 individual annual maximum; 90%, \$3,000 lifetime maximum orthodontics.
 - d. Short-term and long-term disability insurance - 70% of salary, up to a maximum of \$8,000 per month, with a 30-day waiting period.
 - e. Vision insurance as provided by the VSP-3 plan.
2. The Superintendent shall be granted a leave without loss of pay or personal business days for jury duty or when subpoenaed to testify in court. Amounts paid to the Superintendent for jury service shall be remitted to the District. Amounts paid to the Superintendent for travel, meals and/or lodging shall be retained by the Superintendent.

3. The Superintendent shall be granted paid sick leave days as needed for illness that is not covered by disability insurance, up to a maximum of 12 days per fiscal year. Unused sick leave will accumulate each year.
4. The Superintendent shall be granted personal leave days the same as provided to the Portland Education Association in their current contract.