

## **SUPERINTENDENT EMPLOYMENT AGREEMENT 2019-2020**

The Board of Education of the East Grand Rapids Public Schools ("Board") and **Dr. Heidi Kattula** ("Superintendent") enter into this Employment Agreement on June 10, 2019, on the following terms:

### **1. TERM**

The Board agrees to employ Superintendent as the Superintendent of Schools for a term beginning August 1, 2018, and ending June 30, 2022. Annually, this employment is for a 52-week period, July 1 to June 30, subject to appropriate vacation and holidays (as provided below).

### **2. DUTIES**

Superintendent agrees to devote her full time and attention to the performance of the duties of Superintendent of Schools. The Superintendent agrees to perform these duties in a competent and professional manner in accordance with the policies and directions of the Board and the laws and regulations of the State of Michigan. The Superintendent further agrees and commits to communicate regularly and as-needed with the Board of Education. The Superintendent agrees to accept no outside employment or other professional or consulting activities without the prior written permission of the Board of Education. The Superintendent shall, in all professional communications and activities in the course of her employment, be truthful and honest, and any violation (including but not limited to misrepresentation and misleading omission) shall be cause for discipline including termination consistent with Paragraph 15 below.

### **3. CERTIFICATION**

Superintendent represents that she meets and will maintain any current certification/qualification requirements of the Michigan State Board of Education and state law, and meets any other legal requirements necessary to perform her duties as Superintendent, all of which are conditions of continued employment under this Agreement. If at any time Superintendent fails to maintain the necessary qualifications or certification, this Contract may be voided by the Board.

### **4. COMPENSATION**

The Board will pay the Superintendent for her services as its Superintendent of Schools a salary for the 2019-2020 school year at the annual rate of **\$174,070**, paid in 24 equal installments. Consistent with Section 1250 of the Revised School Code, the Superintendent's job performance and job accomplishments will be significant factors in determining any future adjustments to the Superintendent's compensation, and at least in part shall be based upon data on student growth. In the event that the Superintendent works less than

a full contract year (excluding paid days permitted by Contract or Board Policy), the salary shall be prorated based on the number of days worked. In addition to this annual salary, the Board shall contribute **\$11,000** as an employer non-elective contribution annually (prorated as appropriate) on the Superintendent's behalf to a tax-deferred annuity plan as remuneration for services rendered. The Board may adjust the compensation annually beginning with the second year of the Agreement, but any adjustment shall not result in less total compensation for the Superintendent, unless mutually agreed in writing. Further, the Board may establish compensation in addition to base salary, based on job performance and job accomplishments which shall include student growth and achievement as a significant factor.

**5. INSURANCE**

The Superintendent and eligible dependents, if any, shall be covered by hospitalization, medical, dental, vision and disability insurance on the same terms and conditions as are provided for other administrators employed by the District and subject to 2011 PA 152, or its successor.

**6. MILEAGE REIMBURSEMENT**

The Board shall provide the Superintendent with a mileage allowance of \$500 per month for twelve (12) months for performance of official duties during employment under this Contract.

**7. ORGANIZATIONS AND EXPENSE REIMBURSEMENT**

The Board shall pay or reimburse the Superintendent for the pre-approved amount of the periodic dues of service organizations and professional organizations which she may elect to join. The Superintendent will annually notify and discuss with the Board of Education President the professional organizations with which the Superintendent intends to be active during the upcoming year, and reimbursement of such dues shall be subject to the prior approval by the Board President. The Superintendent shall also be reimbursed for other reasonable expenses incurred in connection with her duties as Superintendent, to the extent not otherwise specifically addressed herein. Such reimbursements shall be requested in writing with documentation to verify the expense and must comply with any legal requirements relating to such reimbursements.

**8. VACATIONS AND HOLIDAYS**

The Superintendent shall be allowed five (5) weeks of annual vacation leave (25 working days). A maximum of twenty five (25) unused vacation days may be banked and will be reimbursed at the current per diem rate of the Superintendent's total salary (salary and annuity) upon separation of employment. She shall also be entitled to time off on the holidays as designated in the school calendar. The Superintendent shall notify the Board of Education President in advance of scheduled vacation in light of District business and activities.

## **9. SICK AND PERSONAL LEAVE**

The Superintendent shall be entitled to twelve (12) days of sick leave and four (4) days of personal leave per year, such leave to be credited and available for use on the effective date of this Agreement and on July 1 of each year thereafter. Unused personal days may not be carried forward. Unused sick leave days may be carried forward and accumulate without limit. Upon termination of employment, the Board will pay \$100 per day for accumulated sick/personal days to a maximum of one hundred (100) days.

## **10. LIFE INSURANCE**

The Board will provide the Superintendent, if reasonably insurable, with term life insurance coverage in the amount of two times base salary payable to the beneficiary of the Superintendent's choice.

## **11. EVALUATION**

The Board will evaluate the Superintendent's performance at least annually and in writing, using an evaluation instrument with multiple rating categories, that takes into account data on student growth as a significant factor and established performance goals. The Board will grant a request by the Superintendent to meet to discuss the written evaluation in closed session.

## **12. TENURE EXCLUSION**

The Superintendent shall not have tenure in the position of Superintendent or any other administrative or non-classroom position in the District.

## **13. PROFESSIONAL MEETINGS**

The Board of Education encourages and supports life-long learning and expects the Superintendent to pursue professional development and continuing education for the benefit of the Superintendent and the District. Consistent with Paragraph 7 above, the Superintendent may attend appropriate professional meetings at local, state, and national levels after giving the Board appropriate notice, and shall be reimbursed for reasonable expenses as provided by Board policy and as approved by the Board or Board President. Following each such professional meeting, the Superintendent shall provide, not later than the next regularly scheduled Board of Education meeting, a report to the Board regarding the topics addressed and benefits to the District.

## **14. HOLD HARMLESS**

In light of the unique nature of the professional duties of the Superintendent, the Board shall provide, at its expense and option, either professional liability insurance or defense counsel and indemnification for any legal action which may result from the Superintendent's actions in the course of and within the scope of employment as Superintendent. This shall not apply to defense/indemnification or insurance for any liability arising from criminal activity or intentional wrongdoing, including intentional discrimination in violation of any state or federal constitution, statute or common law.

## 15. DUE PROCESS AND TERMINATION

The Board may, at any time, terminate this Agreement for cause. If the Board wishes to terminate this Agreement for cause before its normal expiration, it shall afford the Superintendent due process, which shall consist of giving advance written notice of the reason(s) for such termination, an opportunity to respond and a meeting with the Board to consider all relevant evidence. To the extent the Tenure Act is applicable, "just cause" shall include reasons that are not arbitrary or capricious.

This contract shall also terminate in the event of Superintendent's resignation, death or permanent incapacity to perform the essential functions of the position. If the Superintendent desires to be released from this Agreement before its normal expiration, the Superintendent shall make such request at least ninety (90) days in advance of the date of proposed release. Release is at the discretion of the Board, but shall not be unreasonably withheld or delayed.

The foregoing standards for termination of this contract during its term shall not be applicable to either the extension of this contract during its term or non-renewal of this contract at the expiration of its term, which are decisions that are within the sole discretion of the Board.

## 16. EXTENSION/RENEWAL/NON-RENEWAL

This contract may be extended either by option of the Board of Education or by operation of law, as follows:

A. **Board Option.** The Board of Education, no later than June 30 of each year during the term of this contract, may extend the contract for an additional one-year period. In exercising this option, the Board of Education also shall establish the annual salary to be paid to the Superintendent for the school year included in the extension. All other terms and conditions of this contract shall remain unchanged. The Board of Education in its sole discretion and with or without cause may decline to extend this contract for an additional year. It is further understood that extension shall not occur if the Superintendent is placed on a plan of improvement or the most recent performance evaluation rating is less than Effective.

B. **Operation of Law.** Unless the Board of Education gives written notice of non-renewal of this contract to the Superintendent at least 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 MCL 380.1229. The Superintendent shall advise the Board of Education of this obligation in January if the contract terminates at the end of that school year and the Board shall conduct the evaluation of the Superintendent prior to March 30 of that year.

## **17. ARBITRATION**

Any and all disputes between the parties regarding the application or enforcement of this Agreement, including any claims of illegal discrimination or violation of state or federal statutes or constitutions, shall be resolved through submission to binding arbitration. Any claim for arbitration must be made to the other party, in writing, within ninety (90) days of the alleged violation. If the parties are unable to mutually agree upon an arbitration, the matter shall be referred to the American Arbitration Association ("AAA") and processed in accordance with its rules and procedures for voluntary labor arbitrations. Either party may have legal representation in the proceedings. The party filing the claim for arbitration shall pay the AAA filing fee, and the Superintendent and the Board shall split any fees of the arbitrator, but shall otherwise bear their own expenses for the arbitration, except that the arbitrator may, if he/she determines just, award such filing and arbitrator fees to be paid by the losing party. The arbitrator shall have the authority to interpret external law, if applicable to the claim, and award any relief available under such applicable law, including attorney fees if available. The arbitrator shall have the authority to set discovery guidelines and issue subpoenas for documents or witnesses as he/she deems appropriate. The decision of the arbitrator shall be final and binding on both parties, absent fraud, evident bias, or exceeding the granted authority. The award may be enforced in any court of competent jurisdiction.

## **18. BACKGROUND AND CRIMINAL RECORD CHECKS**

The criminal history check required by State statute and other background checks of the Superintendent satisfactory to the Board of Education in its sole discretion are conditions precedent of this Agreement becoming effective. If employment begins prior to completion of such checks, then employment is conditional and subject to being voided, in the event that the results of the checks are not satisfactory to the Board.

## **19. 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.

## **20. RESIDENCY**

The Superintendent shall maintain her principal residence within a twenty (20) mile radius of the geographic boundaries of the District as of August 31, 2019 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 him to reside a distance of less than twenty (20) miles from the nearest boundary of his public employer.

**21. LIMITATION OF ACTIONS**

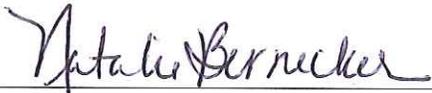
The Superintendent and the District agree that any civil action or administrative complaint arising from or relating to the Superintendent's employment with the District, the termination of the Superintendent's employment with the District or this Agreement, must be filed no later than 180 calendar days 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.

**22. COMPLETE AGREEMENT**

This represents the complete Agreement between the parties. There are no other agreements or understandings, oral or written, that induced the parties to enter into this contract. Any modification of this contract must be made in writing and signed by the Board's authorized representatives and the Superintendent.

**FOR THE BOARD OF EDUCATION:**

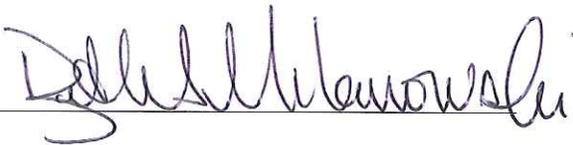
**BY THE SUPERINTENDENT:**



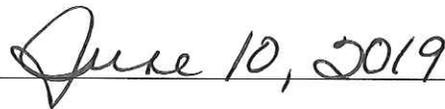
Natalie Bernecker, President



Superintendent



Beth Milanowski, Secretary



Date



Witness