



Baldwin Community Schools
Exempt Employee Contract
Superintendent of Schools
2018-2021

THIS CONTRACT, made and entered into in the County of Lake, State of Michigan, on this 19th day of June, 2018, by and between the Baldwin Community Schools, a general powers school district (hereinafter the "School District") and Richard Heitmeyer (hereinafter the "Superintendent"). This Contract shall supersede and supplant all other and former contract(s) or other agreements between the parties pertaining to the employment of the Superintendent.

IT IS AGREED:

1. **Term.** The School District hereby employs the Superintendent, and the Superintendent agrees to work for the School District, for a three (3) year term commencing on July 1, 2018 and ending on June 30, 2021, subject to all covenants and conditions of this Contract. It is understood and agreed that Superintendent is employed in the capacity of Superintendent, within the meaning of the Michigan Revised School Code, and subject to the provisions of this Contract.

2. **Duties.** The Superintendent shall be the chief executive officer of the School District and perform the duties of Superintendent as directed by the Board of Education, and as set forth within this Contract, any applicable policies of the School District, and as required by the laws of the State of Michigan. The Superintendent agrees to comply with and fulfill the policies, rules and regulations as established from time to time by the Board of Education of the School District and to carry out its programs and policies during the entire term of this Contract.

3. **Compensation.**

a. **Salary.** The School District agrees to pay the Superintendent a salary in the amount of Ninety-Five Thousand Dollars (\$95,000) for the 2019 school fiscal year (July 1, 2018 – June 30, 2019). The Superintendent's performance shall be evaluated annually and the Board may adjust the Superintendent's salary on July 1 of each year during the term of this contract, if warranted.

1. A significant factor in determining compensation and additional compensation shall be the job performance of the Superintendent, consistent with Section 1250 of the Revised School Code.

2. The salary to be paid the Superintendent, should the Superintendent work less than a full school fiscal year, shall be that pro rata portion of the full school fiscal year that the Superintendent actually renders service as Superintendent.

The annual salary shall be paid in equal installments in accordance with the policy of the Board of Education governing payment of other administrative personnel employed by the School District. The School District shall be authorized to make such payroll deductions as shall be required by law or authorized by the Superintendent. The School District shall also make all employer contributions required

by law to be made to the Michigan Public School Employees Retirement System regarding and on behalf of the Superintendent.

4. **Work Year.** The Superintendent shall perform the duties over the full fifty-two (52) weeks of the school fiscal year, less applicable vacation, leave, and holidays. The Superintendent shall be expected to attend meetings of the Board of Education and, if requested, its committees, and to attend and participate in School District functions and, on occasion, other civic activities having relation to the School District's interests within the School District community. The time expended in attending such meetings and activities has been taken into account in setting the Superintendent's compensation and thus no additional compensation shall be forthcoming for such attendance.

a. **Holidays.** The following days shall be considered holidays, during which work will not be scheduled or required:

New Year's Day	Independence Day	Christmas Eve
Good Friday	Labor Day	Christmas Day
President's Day	Thanksgiving Day	New Year's Eve
Memorial Day	Day after Thanksgiving	Martin Luther King Jr. Day

If the regular holiday falls on a Saturday or Sunday, and another day is declared as the School District's designated holiday, that day shall not be a scheduled work day.

5. **Board Meetings.** The Superintendent shall prepare the agenda for each Board of Education meeting in consultation with the President of the Board or the President's delegate and forward same to each member of the Board of Education, along with the Superintendent's recommendations and supporting documentation on each agenda item, five (5) days in advance of the regularly scheduled meetings so that each member can assimilate such information prior to the meeting.

6. **Tenure.** It is expressly agreed that the Superintendent shall not be deemed to be granted or to otherwise acquire continuing tenure in the capacity as Superintendent or in any administrative/ non classroom teaching capacity by virtue of this Contract of employment or any other circumstances.

7. ***Performance Evaluation.*** The Board of Education shall evaluate the performance of the Superintendent, in writing, no later than June 30 of each year of this Contract. Performance evaluation shall include, but be not necessarily limited to, a consideration of the Superintendent's performance upon the evaluation form criteria and progress/achievement regarding School District Goals and Focused Goals, as established by the Board of Education in consultation with the Superintendent. Evaluation shall be in full compliance with Sections 1249 and 1250 of the Revised School Code. Using the evaluation form, and the School District Goals and Focused Goals, approved by the Board of Education, the Superintendent, prior to the annual evaluation, shall provide the Board of Education a written self-appraisal of performance and accomplishments. The Board of Education and the Superintendent shall meet, prior to issuance of the annual written performance evaluation for the purposes of mutual discussion of the performance of the School District and the Superintendent, including discussion of the Superintendent's self-appraisal, recommendations and observations as to how performance may be continuously improved. In addition, quarterly evaluations will be held at the request of the Superintendent or Board of Education members.

8. ***Certification and Continuing Education.*** The Superintendent shall, if required by law, possess and maintain any licensure and/or certification issued by the Michigan Department of Education or other legal authority valid for the position held by the Superintendent, and otherwise be in full compliance with the applicable rules and regulations of said Department or other legal authority relative to administrative certification, licensure, and/or continuing education requirements. The responsibility for obtaining and maintaining the necessary certification, licensures and qualifications rests exclusively with the Superintendent, and, if at any time, the Superintendent fails to maintain all such licensure, certification and compliance, this Contract shall be terminable by the School District.

9. ***Conflict of Interest.*** The Superintendent will faithfully serve the School District and be regardful of its interest during the term of this Contract and will fully comply with any laws, regulations, and Board of Education policies relating to conflict of interest. The Superintendent will not directly or indirectly acquire or otherwise possess any interest adverse to that of the School District. In the event that a question arises as to whether a given interest is in conflict with the interests of the School District, the Superintendent shall make full disclosure of same to the Board of Education for its review and disposition, which disposition shall be controlling and complied with by the Superintendent.

10. ***Other Work.*** The Superintendent agrees to and shall, during the term of this contract, devote his time, attention, and energy to the position of Superintendent of the School District. So long as such does not interfere with his express or implied employment duties, the Superintendent may undertake speaking engagements, writing, lecturing or other professional duties and obligations when such activities do not in any significant manner impinge upon the time and effort required to be exerted by the Superintendent in the discharge of the Superintendent's responsibilities under this Contract. Any such activity shall be discussed by the Superintendent and the Board of Education, and be mutually agreed upon.

11. ***Professional Growth.*** The Board of Education expects the Superintendent to continue professional development and expects the Superintendent to participate in relevant learning experiences. The Board of Education further expects the Superintendent to attend appropriate professional meetings at the local, state and national level, including appropriate out-

of-state meetings. The Superintendent shall submit requests for such activities to the Board of Education, or the President thereof, for prior approval. The Board of Education shall reimburse the Superintendent, consistent with Board policy, for the reasonable costs of travel outside of Lake County, meals and lodging in connection with such professional development and meeting attendance. The Superintendent shall provide to the School District an itemized account and substantiation of the above reimbursed expenses in accordance with Board policy for federal and state income tax reporting purposes. Such reimbursement payments shall be made in accordance with the terms of applicable Board of Education policies, regulations and procedures then in effect concerning the same as the established or amended for time-to-time.

12. **Membership Dues.** Subject to the Board of Education's, or the President's thereof, prior approval, the School District shall pay the cost of the Superintendent's membership in educational, professional and local civic organizations. The Superintendent shall submit a list of all such organizations, and the cost of each, to the Board of Education prior to the month of September of each year. Membership requests after September should be discussed with the Board of Education President prior to the date of incurring any costs.

13. **Automobile.** The Superintendent shall be required to own or lease and operate an automobile for the purpose of traveling to the various school buildings and facilities of the School District, as well as to attend out-of-district conferences and meetings in the course of duties. To help defray the costs, the School District shall provide the Superintendent with a monthly automobile allowance of five hundred dollars (\$500.00).

14. **Cellular Telephone.** The Superintendent shall be required to own or lease a cellular telephone for purposes of communicating with School District personnel and to otherwise fulfill the responsibilities of the position of Superintendent. To help defray the costs, the School District shall provide the Superintendent with a cellular telephone allowance of two hundred dollars (\$200.00).

15. **Vacation.** The Superintendent shall receive twenty-five (25) work days of vacation per calendar year, exclusive of holidays. Days hereby allocated for vacation shall solely be available for use during the school fiscal year to which they are attributable and shall lapse if unutilized during that year, excepting that the Superintendent may elect to carry over no more than fifteen (15) vacation days to the succeeding year, provided that at no time shall the total useable vacation days exceed forty (40). Unutilized vacation days shall otherwise have no monetary value at any time.

Vacation days shall be taken at the Superintendent's discretion, but upon prior notice of scheduling same made to the President of the Board of Education. Also, any vacation period in excess of ten (10) consecutive work days is subject to prior approval of the Board of Education.

16. **Other Benefits.** The School District reserves the right to modify or change any such benefits from time to time by resolution of the Board of Education, in which event any such action shall modify or change the benefits provided to the Superintendent hereunder.

17. **Personal Illness, Bereavement and Personal Leave.** The Superintendent shall be provided twelve (12) fully compensated days per school fiscal year for purposes of personal illness of a non-disabling or temporary nature, which unused days may be accumulated to a maximum of one hundred, twenty (120) days. Additionally, the Superintendent shall be

provided four (4) fully compensated days per school fiscal year for personal leave, not to be deducted from sick leave allocation or accumulation. Unused personal days shall have no monetary value. The Superintendent is entitled to Bereavement Leave up to a maximum of five (5) days per occurrence not chargeable against Compensable Leave days in case of the death of Director's father, mother, father-in-law, mother-in-law, spouse, children, foster child, brother, sister, grandparents, or grandchildren. Additional Bereavement Leave up to a maximum of five (5) days chargeable against Compensable Leave days will be allowed in case of the death of Director's father, mother, father-in-law, mother-in-law, spouse, children, foster child, brother, sister, grandparents, or grandchildren.

18. ***Health, Vision and Dental Benefits.*** The School District shall provide the Superintendent with the following, or comparable, benefits:

- a. Blue Cross Blue Shield medical plan.
- b. Option Plan. If the Superintendent does not elect to have health insurance coverage, an amount equal to fifty percent (50%) of the medical plan cost shall be paid to him each month, and may, at his option, be applied to a 403B account.
- c. Group dental insurance.
- d. Vision Insurance.

The Superintendent agrees that the School District has the right to allocate to the Superintendent responsibility for a portion of the premium for such insurance coverages, as may be determined by the School District, in its discretion. However, this contribution shall not be less than the amount required by the School District to be necessary to comply with the Publicly Funded Health Insurance Contribution Act, 2011 PA 152. The Superintendent agrees that the amount of premium contributions designated by the School District as his responsibility shall be payroll deducted from the Superintendent's compensation.

The School District reserves the right to change the identity of the insurance carrier, policyholder, or third-party administrator for any of the above coverages. Additionally, the School District reserves the right to self-fund any of the above benefits. The School District shall not be required to remit premiums for any insurance coverages for the Superintendent or his eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder or third-party administrator. The terms of any contract or policy issued by any insurance company or third-party administrator 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 amounts required to provide the above-described insurance coverage(s), shall be relieved from all liability with respect to insurance eligibility and benefits.

19. ***Disability.*** The School District shall provide a long-term disability benefit, "LTD". Should the Superintendent be unable to perform the duties and obligations of this Contract, by reason of illness, accident or other causes and such disability exists for a period of

more than 180 calendar days, the Board of Education, at its option, may terminate this Contract, whereupon the responsive rights, duties and obligations of the parties shall thereby terminate. Likewise, if it is immediately determinable that such disability is permanent, irreparable, or of such nature as to make the continued performance of the Superintendent's duties improbable, the Board, at its option, may forthwith terminate this Contract, whereupon the respective rights, duties and obligations of the parties shall thereby terminate. This provision shall not in any way derogate from any short-term salary continuation or long-term disability benefits that apply by operation of this Contract.

During the first six (6) months of disability, the Superintendent shall be entitled to utilize his accumulated personal illness leave days. In the event that the Superintendent's accumulation of personal illness leave days is insufficient to compensate him until the LTD benefits commence, the School District shall provide him with a short-term disability plan.

20. ***Deferred Compensation and Annuity.*** The Superintendent shall be permitted to defer any portion of salary herein to the extent, and in the manner, permitted by law. Furthermore, the School District shall make an annual contribution equal to \$4,000 on behalf of the Superintendent to a tax sheltered annuity ("TSA") plan of Superintendent's choosing from the School District's approved list of TSA providers. If Superintendent's employment terminates prior to the end of a school fiscal year, the School District's annual contribution shall be prorated for that school fiscal year.

21. ***Retirement.*** The School District shall assume full costs of the employer contributions to the Michigan Public School Employees Retirement System ("MPERS") on behalf of Superintendent, as may be required by law.

22. ***Mid-Term Termination of Contract.*** In addition to any other rights the School District may have by law or under this Contract, this Contract may be terminated at any time during its term by the School District for acts of unprofessional conduct, insubordination, moral turpitude, misconduct, dishonesty, fraud, insubordination, commission of a crime, incompetency, inefficiency, or if the Superintendent violates any of the terms or covenants of this Contract. In such event, the Superintendent shall be advised, in advance, of the grounds for proposed termination of the Contract and provided an opportunity for a meeting with the Board of Education or its designee regarding the prospect of such termination. In the event the Superintendent elects to contest the Board of Education's disposition regarding such termination, the Superintendent shall have the right, to the exclusion of any other rights or remedies otherwise available to the Superintendent at common law or by statute, to request arbitration per Paragraph 24 of this Contract.

23. ***Non-Renewal of Contract.*** In the event the Board of Education decides not to renew this Contract, the Superintendent shall be provided such notice and process as is required by Section 1229 of the Revised School Code. The Superintendent acknowledges that the Superintendent has no expectation of employment by the School District beyond the expiration date established in this Contract. The decision whether to renew or not to renew the contractual relationship is solely that of the Board of Education for the School District.

24. ***Arbitration.*** Any claim of violation of this Contract or any claim arising from or relating to the Superintendent's employment, or termination thereof, including but not limited to,

any claim arising under State or Federal civil rights statutes, other statutes, State or Federal constitutions or common law, must be brought and exclusively adjudicated within the arbitration forum and pursuant to the American Arbitration Association National Rules for the Resolution of Employment Disputes (or if superseded by the rules then applicable). The parties acknowledge that this agreement to submit claims to arbitration is authorized by the Michigan Uniform Arbitration Act and constitutes a clear and knowing waiver of the right to adjudicate employment related, and other, claims, including discrimination claims, in a court of law. The courts of the State of Michigan shall have jurisdiction to enforce this arbitration agreement and to render judgment on an award entered pursuant thereto.

25. **Indemnification.** The School District agrees to defend, indemnify and hold the Superintendent harmless from and against all claims, suits, judgment, liabilities, costs and expenses arising from actions taken or decisions made in good faith within the scope of employment while Superintendent, to the extent permitted by law. The School District may purchase liability insurance to satisfy all, or any portion of, this indemnification. The Superintendent shall give the Board of Education of the School District notice of any possible claim or action against the Superintendent. The Board of Education shall have the right to appoint the attorney to conduct the defense of any such claim or action. The Superintendent agrees to fully cooperate in the defense of any claim or action and failure to do so shall nullify this indemnification clause. This clause shall survive the expiration of this Contract. This paragraph shall not apply where the Superintendent is an adverse party to the School District in a lawsuit or quasi-judicial proceeding involving the Superintendent's termination or any other provision of this Contract.

26. **Totality of Terms.** The foregoing Contract constitutes the complete understanding, duties, rights, and agreements of the parties relative to employment of the Superintendent. The Superintendent acknowledges that no other promises or agreements, written or oral, relative to employment and/or continuation of employment exist. The Superintendent acknowledges and agrees that expectations in relation to possible renewal or non-renewal of this Contract, and all other aspects of the employment relationship, are exclusively controlled and determined by the provisions of this Contract and that no person or entity other than the Board of Education for the School District, acting through a majority vote and resolution, has any authority whatsoever to add to, expand upon, restrict or in any manner modify said expectations and provisions.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date and year above written.

Date

Richard Heitmeyer, Superintendent

BALDWIN COMMUNITY SCHOOLS
BOARD OF EDUCATION

Date

Shawn L. Washington, President

Date

Mary Martin, Secretary