

CONTRACT OF EMPLOYMENT
SUPERINTENDENT OF SCHOOLS
SCHOOL DISTRICT OF THE CITY OF ADRIAN

It is hereby agreed by and between the Board of Education of the School District of the City of Adrian (hereinafter "Board") and Robert Behnke (hereinafter "Superintendent") that pursuant to Section 1229(1) of the Revised School Code of the State of Michigan, MCL 380.1229, the Board in accordance with its action found in the minutes of its meeting held on the June 24, 2019, has and does hereby enters into the employment contract with Robert Behnke for the three (3) year period commencing on July 1, 2019 and ending on June 30, 2022, according to the terms and conditions as described and set forth herein as follows:

1. Superintendent shall perform the duties of Superintendent as prescribed by the Board and as may established, modified and/or amended from time to time by the Board. Superintendent acknowledges the ultimate authority of the Board with respect to his responsibilities and directions related hereto. Superintendent is subject to assignment and transfer to another administrative position of employment in the School District at the discretion of the Board.
2. Superintendent represents that he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Department of Education, and those required by the Board to serve in the position assigned. Additionally, Superintendent agrees, as a condition of his continued employment, to meet all continuing education requirements for the position assigned, as are and may be required by law and/or by the State Board of Education. If, at any time, Superintendent fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position of Superintendent assigned as required herein, this contract shall automatically terminate and the Board shall have no further obligation hereunder.
3. Superintendent agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Superintendent agrees to faithfully perform those duties assigned by the Board. Further, Superintendent agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board to carry out the educational programs and policies of the School District during the entire term of the contract. Further, Superintendent pledges to use his best efforts to maintain and improve the quality of the operation of the School District and constantly promote efficiency in all areas of his responsibility.
4. The Superintendent, will formulate a long-term strategic plan, which will be presented to and subject to approval by the Board, and shall be responsible for seeing the plan is fully implemented. The Superintendent shall, in his duties, address student achievement and the financial management of the District.
5. The Superintendent shall be primarily responsible and accountable for evaluations of administrative staff and its organization. Modifications to the organization of Administrators shall be subject to prior Board approval.
6. For the 2019-20 school year of this contract commencing July 1, 2019, the Superintendent shall paid an annual salary of \$154,181 for all services rendered pursuant to this Contract. For each

successive year of this contract, the Superintendent's annual salary shall be as listed in Attachment 1 effective July 1 of each year. In addition to the Base Salary listed on Attachment 1, the Superintendent is eligible for Merit Pay upon completion of the Strategic Initiatives outlined in Attachment 2. The parties further mutually agree that the Board is responsible for setting the salary range and merit pay of the Superintendent in its sole discretion. The annual salary as determined by the Board shall be paid in equal bi-weekly installments during the applicable twelve (12) month period of July 1st through June 30th. Any adjustment in salary made during the term of this contract shall be in the form of a written amendment and when executed by the parties, shall become part of this contract. Should the district move to bi-monthly pay installments, the installments shall be paid out in bi-monthly installments at a time the district chooses to implement.

The Superintendent's performance shall be evaluated by the Board annually. This shall not preclude or prevent more frequent evaluations as are determined to be necessary by the Board. The Board and the Superintendent shall consult upon the performance evaluation instrument to be utilized by December 15, 2016; however, the Board retains final authority. Any future changes required to the evaluation instrument will be mutually agreed upon in writing. The evaluation will be based upon the performance of the Superintendent related to his job description duties, Board expectations, and student growth performance as required by law. At this same meeting, the Board will set goals with the Superintendent. These goals will relate to District strategic planning, marketing, curriculum, enrollment, finance, and other matters relevant to the operation, mission and purpose of the District. Goals will be written in the S.M.A.R.T. format (Specific, Measurable, Attainable, Realistic, and Time-oriented) or other agreed upon format. The annual Board meeting for Superintendent review shall be held prior to December and goal setting shall be held by January 31 each year unless the parties agree otherwise.

Should Superintendent be assigned or transferred to another administrative position, the salary paid shall be as established by the Board for that position.

7. Superintendent is employed on the basis of fifty-two (52) weeks of work per contract/fiscal year (July 1 through June 30 - 260 days less leave days and half days as recognized by the District) as scheduled by the Board.
8. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third party administrator, the Board shall make premium payments on behalf of the Superintendent and his eligible dependents. The Board reserves the right to change the identity of the insurance carrier, policy, policyholder or third party administrator for any of the above coverages, provided that comparable coverage, as determined by the Board, is maintained during the term of the Agreement. The Board shall not be required to remit premiums for any insurance coverage for Superintendent and 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. Superintendent is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The Board, by remitting the premium payments required to provide the above-described insurance coverages, shall be relieved from all liability with respect to insurance benefits.
 - A. The Board will contribute the identified hard-cap, as decided by Board action, for hospitalization insurance up to the allowable monthly premium cost for full family coverage. The policy provided the Superintendent will be the same provided other Administrators.

- B. The Board will contribute the monthly premium cost for dental and vision insurance coverage offered to other Administrators.
- C. The Board will pay the premium for Term life Insurance for the Superintendent for a total from all sources of \$350,000 if the Superintendent is insurable at customary rates.
- D. The Superintendent will have access to a bank of 90 days of leave time to be used in the event of a short (more than 5 days) or long term disability. This bank is designed to cover periods of disability from the onset of disability until such time as the district's long term disability policy becomes effective. This bank will be used exclusively for any short (more than 5 days) or long term illness or injury and will have no cash-in value at any time. The bank cannot exceed ninety (90) days nor will it be used for occasional sick days. Upon utilizing leave under this provision, Superintendent shall furnish medical certification to the Board President (or designee) respecting the necessity for the leave. If the Board President (or designee) has reason to doubt the validity of the medical certification supplied by the Superintendent, it may require a second opinion, at Board expense.

Health plan premium payments shall be made on behalf of the Superintendent during this interval to the extent required by law. Upon utilizing leave under this provision, the Superintendent shall furnish medical certification to the Board (or its designee) respecting the necessity for the leave. If the Board (or designee) has reason to doubt the validity of the medical certification supplied by the Superintendent, it may require a second opinion, at Board expense. The Superintendent may request a ninety (90) work day unpaid leave extension in the event of his physical and/or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is a verified prognosis that the Superintendent will be able to resume his duties at the conclusion of the extended leave interval. Medical certification shall be supplied by the Superintendent as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

If the Superintendent is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), his employment and this contract may be terminated at the option of the Board. However, no such termination shall occur where restoration after leave is required by the Family and Medical Leave Act.

Prior to resumption of duty after an unpaid leave of absence for a serious health condition, the Superintendent shall provide to the Board a fitness for duty certification from the Superintendent's health care provider. A second opinion may be required by the Board, at its expense, unless the securing of the second opinion in this context is precluded by the Family and Medical Leave Act.

- E. Superintendent shall be covered by the same long-term disability policy as all other administrators of the district.
- F. Thirty (30) leave days, exclusive of holidays (as defined by agreement with other administrators in the district), shall be granted per fiscal year for the purpose of sick leave, funeral days, and vacation days accumulative to ninety (90) days. The Superintendent shall schedule use of leave days in a manner to minimize interference with the orderly operation and conduct of business of the School District.
- G. Payment for accrued paid leave days at severance shall be at the per diem rate for each accumulated day. If the employee leaves employment before the end of the fiscal year, the paid

leave days will be prorated. Accumulated paid leave days will be paid into the district 403(b) plan at the daily per diem rate. In the event the Superintendent dies, his beneficiary, as designated in writing, shall receive the amount for all unused personal leave days the Superintendent had accumulated at the time of his death.

- H. The Board will provide the Superintendent with a Five Hundred (\$500.00) Dollar per month allotment which will cover the cost of automobile expenses in the performance of his official duties during his employment under this contract. This sum shall be subject to state and federal income tax as may be appropriate. This consideration includes all travel within the District and within Lenawee County. Any travel outside of Lenawee County will be reimbursed at IRS rates.
 - I. The Superintendent may attend appropriate professional meetings and may participate in professional activities at the local and state levels. The Superintendent may attend appropriate professional meetings at the national level as long as necessary budgeted funds are available. The Superintendent shall be reimbursed for his expenses in connection therewith and for any other reasonable out-of-pocket expenses incurred on behalf of the Board, including mileage for business meetings that take place outside of Lenawee County.
 - J. Subject to express approval by the Board, the fees or dues for membership in appropriate professional organizations shall be paid by the Board.
 - K. The School District agrees to indemnify and hold the Superintendent harmless from and against all claims, suits, judgments, damages, liabilities, cost, and expenses arising from actions taken or decisions made within the scope of his employment while he is/was the Superintendent. The Superintendent shall give the Board notice of the nature of any claim for indemnification hereunder promptly upon receipt of any notice or any claim or action against him. The Board shall provide the Superintendent with legal representation with respect to such claims or actions against him. The Board shall have the right to conduct the defense of any such claim and the Superintendent shall fully cooperate with the Board in the defense. This clause shall survive the expiration and termination of this employment agreement. The Board agrees to pay the premium amount for errors and omissions insurance coverage for the Superintendent while engaged in the performance of a governmental function and while the Superintendent is acting within the scope of his authority. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of the Superintendent. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions coverage. In the event that such insurance coverage cannot be purchased at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify the Superintendent. In that event, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to the Superintendent as is authorized under MCLA 691.1408 and MCLA 380.11a(3)(d).
9. 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. Additionally, upon request of the Board, Superintendent shall authorize the release of medical information necessary to determine if Superintendent is capable of performing the essential job functions required by his assignment, with or without reasonable job accommodation(s). Any physical or mental examination or disclosure of such information required of Superintendent by the Board shall be job related and consistent with business necessity. Any medical or psychological examination under this section

shall be at Board expense. Any information obtained from medical or psychological examinations or inquires shall be considered and treated as confidential.

10. In addition to any 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 just cause which undermines the effectiveness of the Superintendent or the school district, or if the Superintendent violates any of the terms and conditions of this contract, or for other causes found to be sufficient by the Board.

Just Cause for termination of this contract shall include, but is not limited to: (a) acts of moral turpitude including bringing disgrace to Adrian Public Schools or failing to serve as a positive role model for the students, staff, or community; (b) material breach of contract; (c) misconduct; (d) dishonesty; (e) fraud; (f) insubordination; (g) incompetency; or (H) inefficiency, or for other causes determined to be sufficient by the Board.

In such event, the Superintendent shall be advised, in advance, of the Board's intention to consider effecting such a mid-term termination, and provide an opportunity for a hearing in regard to the prospect of such termination, which hearing may be open to the public or closed, at the Superintendent's option.

The foregoing standards for termination of this contract during its term shall not be applicable to non-renewal of this contract at the expiration of its term, which decision is discretionary with the Board.

11. In the event of any dispute between the parties relating to discharge of Superintendent during the term of this contract, the parties hereby agree to submit to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association. Arbitration under this provision shall be conducted pursuant to the terms of the Michigan Arbitration Act, MCL 600.5001 *et seq* and MCR 3.602. The parties intend that this process of dispute resolution shall be inclusive of all contract and statutory claims advanced by Superintendent arising from Superintendent's discharge during the term of this contract including, but not limited to, claims of unlawful discrimination and all claims for damages or other relief. However, this agreement to arbitrate does not restrict Administrator from filing a claim or charge with any state or federal agency (such as the Equal Employment Opportunity Commission or the Michigan Department of Civil Rights), and does not apply to any claims for unemployment compensation or workers' compensation which may be brought by Superintendent. Instead, this agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings.
12. This agreement to arbitrate means that Superintendent is waiving his right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, Superintendent shall have the right to representation by counsel of his choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery and the right to a fair hearing. However, Superintendent, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.

The arbitrator's fee and the cost imposed by the American Arbitration Association shall be shared equally by the Board and Superintendent, subject to the right of Superintendent to seek to tax such fees as costs against the Board.

Any claim for arbitration under this provision must be filed with the American Arbitration Association,

in writing, and served on the Board within one hundred eighty (180) days of the effective date of Superintendent's discharge during the term of this contract. The parties are entitled to have legal or other representation of their own designation, and each party shall be responsible for its own costs incurred in connection with such representation. The Decision and Award of the arbitrator shall be final and binding and judgment thereon may be entered in County Circuit Court for Lenawee County.

13. Superintendent agrees that any claim or suit arising out of Superintendent's employment with the Board must be filed no more than six (6) months after the date of the employment action that is the subject of the claim or suit. Superintendent understands that the statute of limitations for claims arising out of an employment action may be longer than six (6) months, but agrees to be bound by the six (6) months period of limitation set forth herein and waives any statute of limitations to the contrary. Should a court of competent jurisdiction determine that this provision allows an unreasonably short period of time to commence a law suit, it is the intent of the parties that the court enforce this provision to the extent possible and declare the law suit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.
14. Superintendent hereby acknowledges and agrees that he shall not be deemed to be granted continuing tenure in the position of Superintendent of Schools or in any capacity other than that of a classroom teacher, should the probationary period required for tenure as a teacher be fulfilled, by virtue of this contract or any employment assignment (requiring certification) with the School District. Tenure in any capacity other than as a classroom teacher is hereby expressly denied according to the provisions of Article III, Section 1 of the Michigan Teacher Tenure Act, MCL 38.91. The decision of the Board to not continue or renew the employment of Superintendent for any subsequent period in any capacity, other than as a classroom teacher, as may be required by tenure law, shall not be deemed a breach of this contract or a discharge or demotion with the provisions of the Michigan Teacher's Tenure Act.
15. The Board encourages the Superintendent to establish and maintain his permanent residence within the boundaries of the School District. The parties agree and acknowledge the Superintendent's responsibility, irrespective of his residence, to visibly and actively participate in school and community activities, including membership and participation in local community service groups and civic organizations.
 - A. Valuing the importance of post-secondary education, the Superintendent will establish and personally fund a Superintendent's Scholarship in which the amount of at least \$500 to be awarded to two members of the graduating class.
 - B. Valuing the importance of civic and community programs and organizations, the Superintendent will personally contribute at least \$2,000 to community programs and/or organizations that benefit Adrian Public Schools or the students of Adrian Public Schools.
16. If any provision of the contract becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this contract shall continue in full force and effect without said provision(s).
17. This contract is executed on behalf of the Board pursuant to the authority granted and contained in the resolution of the Board adopted on June 24, 2019, the same being incorporated herein by reference.

18. This contract contains the entire agreement and understanding by and between the Board and Superintendent with respect to the employment of Superintendent and no representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force and effect. All prior agreements pertaining to, connected with, or arising in any manner out of the employment of Superintendent by the Board, are hereby terminated and shall hereafter be of no force or effect whatsoever. Provided, that this contract is voidable pursuant to the provisions of the Revised School Code pertaining to criminal records checks. No change or modification of this contract shall be valid or binding unless it is in writing and signed by Superintendent and the Board. No valid waiver of any provision of this contract, at any time shall be deemed as waiver of any other provision of this contract at such time or any other time.

IN WITNESS WHEREOF, the parties have caused this contract to be executed on the day and year listed below.

Dated: 6/24/19



Superintendent

Dated: 6/24/19



Beth Ferguson
Board President

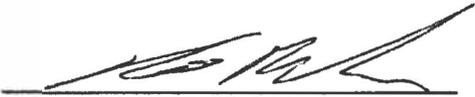
Attachment 1

Base Salary

Year	Effective Date	Annual Salary
1	July 1, 2019	\$154,181 (2%)
2	July 1, 2020	\$156,529 (1.5%)
3	July 1, 2021	\$156,529 (0%)

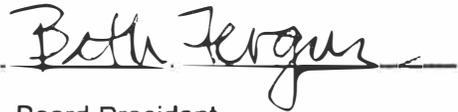
IN WITNESS WHEREOF, the parties have caused this contract to be executed on the day and year listed below.

Dated: 6/24/19



Superintendent

Dated: 6/24/19



Board President

Attachment 2

Merit Pay

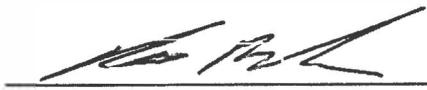
Starting July 2019 School Year

Evaluation Date (prior to)	Performance Area	Merit Pay Amount (Max)
June 15	Completion of board Approved Goals	\$4,800
Dec 15	Increase Schools of Choice in over previous year	\$3,000
Dec 15	Decrease Schools of Choice out over previous year	\$3,000
Dec 15	Improve Text Scores over Previous Year	\$4,400: \$400/Grade Level

Completion for each Performance Area will be evaluated prior to the aforementioned dates above and within the performance review updates scheduled between the Board of Education and the Superintendent. The Superintendent will provide appropriate documentation and artifacts to support the completion of each identified goal area.

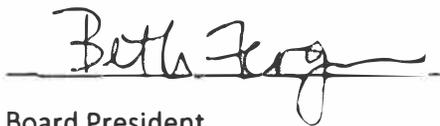
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Dated: 6/24/19



Superintendent

Dated: 6/24/19



Board President