

SUPERINTENDENT EMPLOYMENT AGREEMENT

This Superintendent Employment Agreement ("Agreement") is entered into by and between NEW HAVEN COMMUNITY SCHOOL DISTRICT ("School District or District") and CHERYL PUZDRAKIEWICZ ("Superintendent" and, together with the School District or District, the "Parties").

In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Employment.** The School District shall employ the Superintendent as Superintendent, with services to be performed on a full-time basis, and the Superintendent hereby accepts employment with the School District as Superintendent upon the terms and conditions set forth in this Agreement.

2. **Term of Agreement.** This Agreement is effective July 1, 2020 and shall automatically expire on June 30, 2023. The term of this Agreement may be extended for any additional period of time upon written agreement between the Parties and as may otherwise be provided herein.

3. **Position and Duties.** The Superintendent agrees to serve the School District by performing the duties of Superintendent in a competent and professional manner in compliance with the laws applicable to the School District, to commence and perform all assigned duties, to obey and fulfill all rules and regulations and to abide by all policies and decisions, as validly established by the School District's Board of Education ("School District Board") and provided by the Board. The Superintendent represents that she meets all Michigan requirements and the qualifications established by the School District Board to hold the position of superintendent.

4. **Superintendent Representations.** The Superintendent warrants, represents and affirms to the School District:

(a) that she will at all times be in compliance with, and fulfill, the continuing education requirements required by law and/or rules of the State Board of Education and those reasonable additional professional attainment requirements which may be established by the School District Board during the term of this Agreement.

(b) that she is competent to perform the duties for which she is hired and is possessed of the requisite skill and knowledge to enable her to do so, and that she will perform her duties in a timely and fiscally responsible manner.

(c) that she will faithfully serve and be regardful of the interests of the School District during the term of this Agreement.

(d) that she will not acquire any interest adverse to that of the School District.

(e) that she will not withhold from the School District Board, and will promptly report to the School District Board, facts known to her, which facts, if not disclosed, could have a material, detrimental effect on the operations of the School District or a material detrimental effect on the School District Board's correct perception of the operations of the School District.

5. **Compensation, Fringe Benefits and Time Off**

(a) Compensation. The Superintendent shall be paid an annual base salary of \$125,000.00 for the 2020-2021 fiscal year. Such amount shall be subject to deductions required by law and will be remitted on the regular payroll of the District. The Superintendent's salary for subsequent fiscal years shall be determined by the Board, but, except in the event of a universal administrative wage reduction, the Superintendent's salary shall not be less than her salary for the previous fiscal year. Any adjustment in salary made during the term of this Contract shall be in the form of a written amendment or contract revision and, when executed by the Board, shall become a part of this Contract. The School District will reimburse the Superintendent for all necessary and required travel and travel expenses.

(b) Organization Dues. The School District shall pay for or reimburse the Superintendent's dues for her membership in appropriate professional organizations such as MASA, MASB, etc.

(c) Reimbursement for Conferences. The parties recognize that it may be beneficial for the District if the Superintendent were to attend appropriate, professional conferences and workshops, although such attendance is not required as a duty of her position. The District agrees to reimburse the Superintendent for reasonable and necessary expenditures which are incurred in attending such conferences and workshops. Such expenditures will be reimbursed upon presentation to the School District Board of an itemized and detailed accounting of such expenditures and receipts relating hereto in the form required by the School District and in conformity with applicable laws and regulations of the Internal Revenue Service. Expenses purchased with a district issued purchasing card will be reviewed and approved by the School District Board President and Treasurer. Out-of-state conferences and workshops must be approved by the School District Board prior to incurring any expense for out of state travel and or accommodation for which reimbursement will be sought.

(d) Car Allowance. The parties recognize that the role of Superintendent may require significant travel within the community and beyond. Accordingly,

in lieu of reimbursement for mileage, the School District will provide the Superintendent a monthly car allowance of \$250.00.

(e) Health Insurance. The Superintendent shall annually receive health benefits in the appropriate configuration to cover herself, her spouse and any eligible dependents at the same level and rate as the District makes available to or provides and charges to its other administrators. If the Superintendent chooses to not take the district-provided health insurance, she will receive a payment of Three Thousand (\$3,000.00) Dollars. This lump sum payment in lieu of health insurance shall be paid in twelve (12) equal installments on the second pay of each month. The election for health insurance or cash in lieu is for a 12 month period.

(f) Other Fringe Benefits (excluding time off). The District will provide the Superintendent a life insurance policy of \$150,000. In lieu of \$4,000 in annual compensation, the District shall purchase for the benefit of the Superintendent an annuity in the amount of \$6,000 in any year of this Agreement that the Superintendent so opts.

(g) Vacation. The Superintendent shall be entitled to take all holidays reflected in the District's annual calendar for student school holidays and no less than an additional 4 weeks of vacation per year. Superintendent shall reasonably attempt to schedule her vacation in a manner least disruptive to her duties hereunder. The Superintendent shall also be entitled to take the same number of paid sick, personal, business and other days off, if any, as are afforded the District's other administrators.

(h) Sick Leave. The Superintendent shall receive twelve (12) sick days per year. The Superintendent will also have a bank of ninety (90) days that can be used after exhaustion of the twelve sick days. Should the Superintendent use any of the ninety days in the sick bank, those days will be redeposited from unused sick days in subsequent school years. It is expressly understood the aforementioned sick days and sick bank shall not be included in any payment to the Superintendent upon termination of employment. The School District shall further provide a long-term disability insurance policy.

6. Termination of Employment. The School District may terminate the Superintendent's employment with at least 30 days-notice only for reasons that are not arbitrary or capricious. Termination may only occur based on a majority vote of the District's Board of Education at an open meeting. Prior to that meeting, the Board must notify the Superintendent of the basis for potential termination and the Superintendent must be afforded the opportunity to address the concerns to not less than a quorum of the Board of Education. The Superintendent may terminate this Agreement for any reason effective upon 60 days, prior written notice tendered to the President of the School District's Board of Education.

7. **Eligibility as Superintendent.** Anything herein to the contrary notwithstanding, it is agreed that the Superintendent's employment and continued employment is, in addition to the other terms and conditions herein, conditioned upon her compliance -with all applicable laws governing required criminal history and background checks, criminal and unprofessional conduct charge and commission disclosure and criminal charge reporting, including any deadlines by which same must have been completed or made, her eligibility to be and remain employed or assigned in accordance therewith, and her eligibility to be employed and remain employed as a superintendent with respect to any and all certifications and/or continuing education requirements and the like.

8. **Indemnification.** To the extent permitted by law, the School District agrees to defend, indemnify and hold the Superintendent harmless from and against all claims, suits, judgements, liabilities, costs and expenses, of a civil nature and excluding criminal matters, arising from actions taken or decisions made in good faith within the scope of her employment while she is Superintendent. The Superintendent shall give the School District Board notice of any claim for defense and indemnification hereunder promptly upon knowledge of any possible claim or action against her. The School District Board shall have the right to appoint the attorney and conduct the defense of any such claim or action. This provision/obligation shall survive any end to this Agreement or Superintendent's employment by the District.

9. **No Continuing Tenure.** The Superintendent agrees that she shall not have tenure as Superintendent or any other administrative position to which she may hereafter be assigned or cover and she agrees that by virtue of this Agreement, she shall not be deemed to be granted continuing tenure in any administrative or assignment capacity.

10. **Outside Employment.** The Superintendent shall devote her full attention, time, and energy to the performance of her duties and will not engage in other paid employment during the term of this Contract, except during vacations, without the written consent of the Board President. This provision shall not be construed to prevent the Superintendent from accepting speaking engagements, honoraria, or other short-term contractual opportunities that do not materially interfere with her duties to the School District, with prior notice to and approval from the Board President.

11. **Oral Representations.** The Superintendent acknowledges that no School District administrative official or representative, nor any member of the School District Board, has legal authority to make any oral contracts or oral contractual modification. Any oral assurances contrary to the provisions of this Agreement are not binding and are superseded by this Agreement.

12. **Integration, Merger and Severability Clause.** This Agreement contains the entire agreement of the parties with respect to the Superintendent's employment, and may be modified only in a writing signed by both the Superintendent and the School District Board. Any such written modification must indicate that it is intended to modify this Agreement. Therefore, this Agreement, once effective, supersedes any prior agreement(s) between the School District and the Superintendent, whether verbal or written, and any such prior agreement(s) or understanding(s) are hereby deemed null and void. Any policies of the School District Board or employment manuals or policies which apply to all central office administrators continue to apply to the Superintendent, except to the extent they are inconsistent with this Agreement or are explicitly superseded by a provision of this Agreement, in which case the terms of this Agreement shall apply. This Agreement is to be interpreted, governed and enforced according to the laws- of the State of Michigan. If any provision in whole or in part is held to be unconstitutional , illegal, unenforceable, or invalid, that provision or portion shall be deemed severable, and shall not affect the enforceability of the remainder of the Agreement, which shall remain in full force and effect.

13. **MCL 380.1229.** The Superintendent is hereby on notice pursuant to MCL 380.1229 ("Section 1229") that the School District Board has resolved that this Agreement shall not be automatically renewed for an additional year commencing on the expiration of this Agreement. The Superintendent shall have the opportunity to meet with not less than a majority of the School District Board to discuss the reasons for said decision no less than 60 days prior to said expiration.

14. **Evaluation.** Evaluation of the Superintendent shall be in accordance with the applicable provisions of the Revised School Code and Board policy. The Superintendent shall inform the Board of Education annually, but no later than February 1 of each year, of its duty to review and evaluate his performance according to the evaluation process in place on the initial date of this contract, unless there is mutual agreement to modify the process. Should the Board of Education opt to evaluate the Superintendent's performance biennially as allowed under the Revised School Code, the Superintendent and the Board of Education, or its designate(s), shall still meet and confer, no later than April 1 of each year. Mutually agreeable modifications shall be memorialized in written addenda to this Contract.

15. **Rule of Construction.** The rule of contraction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement. Further, the headings used herein are purely for convenience and shall not constitute substantive terms of this Agreement.

16. **Arbitration.** Any and all claims arising from, or relating to, Administrator's employment with the School District or this Contract, including those sounding in civil rights

and employment discrimination, will be subject to final and binding arbitration according to the American Arbitration Association's National Rules for the Resolution of Employment Disputes. The parties acknowledge that this agreement to arbitrate constitutes a clear knowing waiver of the right to adjudicate in any other forum. The arbitrator shall be selected through the mutual cooperation between the representatives or counsel for the respective parties, failing agreement on which may be referred by either party to the American Arbitration Association, or other Association mutually agreed to by the parties, for appointment of an arbitrator and processing under its applicable rules. Such demand for arbitration must be filed no later than 180 calendar days from the date on which the employment action or alleged contractual violation that the demand for arbitration is based occurs.

17. **Signatures.** By signing this Agreement the Parties represent that they entered into this Agreement knowingly and voluntarily and that each had the requisite authority to bind the party on whose behalf he/she signed. This Agreement shall only be binding if it is signed by both parties.

For the School District, Dated: 7-6-2020

James France
Its: President, New Haven Board of Education

Superintendent Dated: 7/6/2020

Cheryl Puzdrakiewicz
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