

SUPERINTENDENT CONTRACT OF EMPLOYMENT

School Administrator

It is hereby agreed by and between the Board of Education of the McBain Agricultural Schools (the "Board") and Scott Akom ("Administrator") that pursuant to Section 1229(1) of the Revised School Code, the Board in accordance with its action found in the minutes of its meeting held on [August 12, 2024] has and does hereby employ said Administrator as Superintendent for a Five (5) year period commencing on July 1, 2024, and ending on June 30, 2029 according to the terms and conditions as described and set forth herein as follows:

1. Duties. Administrator shall perform the duties of Superintendent as prescribed by the Board and as may be established, modified and/or amended from time to time by the Board. Administrator acknowledges the ultimate authority of the Board with respect to his responsibilities and directions related thereto. Administrator is subject to assignment and transfer to another administrative position of employment in the School District at the discretion of the Board. Administrator agrees to devote his talents, skills, efforts and abilities toward competently, professionally and proficiently fulfilling all duties and responsibilities of the position assigned. Administrator agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, Administrator 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 this Contract. Administrator agrees to devote substantially all of his business time, attention and services to the diligent, faithful and competent discharge of his duties on behalf of the School District to enhance the operation of the School District and agrees to use his best efforts to maintain and improve the quality of the programs and services of the School District.

2. Professional Licensure, Endorsement, and Qualifications. Administrator represents that he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the provisions of Sections 1246 and 1536 of the Revised School Code, the regulations of the Michigan Department of Education, and those required by the Board to serve in the position assigned. Administrator agrees, as a condition of his continued employment, to meet all certification and 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 Administrator fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this Contract shall automatically terminate and the Board shall have no further obligation hereunder. The Superintendent shall supply copies of future certificates, credentials, and to the Board within thirty (30) days of completion.

3. Compensation Rate. In consideration of his performance of the duties and responsibilities in conformance with the Board's requirements and expectations, Superintendent shall be paid at an annual salary rate of not less than that reflected in the below salary schedule for the Superintendent position for the corresponding Contract years: July 1, 2024 – June 30, 2029. The annual salary shall be paid in twenty-six (26) biweekly installments beginning with the commencement of the Contract year (July 1 through June 30). Biweekly payment shall not begin until Superintendent begins work for the Contract year. This sum shall be prorated based upon actual time worked if Superintendent does not work the entire Contract year.

		% Added					Not added
		to base	1%				to base June
	Base Salary	Effective	Longevity	New Base	Annuity	%	Merit Pay
2024-25	116,616.60	2332.33	1166.17	120,115.10	9,609.21	8%	1,201.15
2025-26	120,115.10	1201.15	1201.15	122,517.40	11,026.56	9%	1,225.17
2026-27	122,517.40	1225.17	1225.17	124,967.75	12,496.77	10%	1,249.68
2027-28	124,967.75	1249.68	1249.68	127,467.10	12,746.72	10%	1,274.67
2028-29	127,467.10	1274.67	1274.67	130,016.44	13,001.64	10%	1,300.16

a. Annuity Contributions. In addition to his annual salary for services performed, Administrator will be paid compensation as a non-elective annuity contribution to an IRS 403(b) annuity plan of his choosing in the annual amount of five percent (5%)(starting 2021-2022) of his annual salary. Each year, an additional one percent (1%) non-elective annuity contribution shall be made up to a maximum of ten percent (10%) of the Administrator's annual salary. The annuity will be paid equally with each pay period throughout the school year. This sum shall be prorated based upon actual time worked if Superintendent does not work the full regularly scheduled work year. This sum shall be reported as wages for the Office of Retirement Services (ORS) retirement contributions, if required by the Michigan Public School Employees Retirement System. Board has allocated wages/compensation under this Contract between salary and annuity contributions, as requested by Superintendent. The Board makes no representations as to the advisability or impact of these allocations for purposes of the Superintendent's tax, retirement, or financial planning. Board provides no assurances for purposes of retirement benefits. Superintendent has been provided an opportunity to consult with legal counsel, financial advisors, retirement advisors, and others as Superintendent deemed appropriate in requesting these allocations and has not relied on any representations by Board.

b. Retirement Contribution. Pursuant to the Michigan Public School Employees' Retirement Act, the Board will, on the Superintendent's behalf, contribute to the Michigan Public School Employees' Retirement System (MPERS), those amounts (exclusive of MIP contributions) as required by law. All items under this Contract's Compensation section are direct compensation for contractual duties performed by the Superintendent's and the District will pay all applicable MPERS contributions on that direct compensation.

c. ORS Reimbursement. If, at any time, ORS reimburses contributions made from wages/compensation in this Contract or from previous contracts between Board and Superintendent, reimbursement of Superintendent's contribution will be credited to Superintendent's 401(a), 403(b) or 457 plan with no cash option given.

d. Longevity Payments. Administrator shall also receive longevity payments as further compensation for services performed in the amount of a one percent (1 %) salary increase for the 2024-2025 school year, and an annual salary increase of one percent (1%) (starting 2021-2022) thereafter up to a maximum of ten (10) years. Such salary increase will take effect July 1st of each contract year.

e. Merit Pay. Should Administrator receive an annual evaluation rating of

"Effective", he shall be paid two percent (2%) of his base salary. Merit pay for an "Effective" rating shall be made as follows: (i) one percent (1%) of the Administrator's base salary shall be paid in a lump sum payment on or before June 30th of the year in which that rating is earned; and (ii) one percent (1 %) of the Administrator's current base salary shall be applied to his annual base salary effective July 1st of the following contract year. FICA and ORS contributions shall be made for such wages.

f. Vehicle Allowance. Administrator shall receive additional compensation in the amount of Three Hundred Dollars (\$300.00) per month as vehicle allowance. Such payment will be considered taxable income, unless receipts are provided for the monthly expenses.

g. Salary Increase. Any increase in salary made during the term of this Contract shall be in the form of a written amendment and, when executed by the Board and the Administrator, shall become a part of this Contract.

h. Salary Adjustment and Wage Overpayment. Should Administrator be assigned or transferred to another administrative position, the salary paid shall be as established by the Board for that position. Thereafter, the Board may continue adjusting annual compensation rates consistent with the Board's approved salary schedule for administrators. Upon separation or unpaid leave of absence of Administrator during any contract year, his salary shall be adjusted to reflect payment, on a per diem basis, for the number of days on which services were actually and physically rendered during the contract year. Any amounts due to Administrator upon his separation or commencement of unpaid leave shall be remitted by Board to him as soon as such amounts can diligently be determined. Any salary amounts received by Administrator in excess of days actually worked during the contract year shall be deducted from his remaining wages and Administrator, by executing this Contract, gives his written consent for such deduction. Any wage overpayments not recoverable by Board through wage deduction shall be remitted to Board by Administrator within three (3) business days of separation from employment. If not paid in this manner, Administrator agrees that judgment may be entered against him in any Michigan court of competent jurisdiction for such amount(s). Adjustments to Administrator's salary may be made to provide for a decrease in salary below the previous year, where such reduction is part of an overall reduction in wages due to economic conditions.

4. Workdays/Hours. Administrator is employed on the basis of fifty-two (52) weeks of work per contract/fiscal year (July 1 through June 30) as scheduled by the Board, and generally works forty (40) hours per week but is expected to work additional hours as required for his position.

a. Vacation Time. Administrator shall be granted vacation time of twenty (20) days per fiscal year. Vacation days must be used within the fiscal year for which they are made available and Administrator shall not receive any additional compensation in lieu of use of vacation days. Administrator shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District. All scheduling of vacation is subject to the approval of the Board. Vacation time is prorated based upon actual time worked. Administrator will be compensated at a per diem rate for up to ten (10) days if he is unable to schedule his allocated 20 vacation days.

b. Virtual Work. Administrator is approved to work virtually up to eight (8) days per contract year.

5. Evaluation. For the 2024-2025 and 2025-2026 school years, Administrator's performance shall be evaluated by the Board at least annually and presented to the Administrator not later than March 1 in any given Contract year. The evaluation process shall comply with the Revised School Code Sections 1249 and 1249b (or its successor provisions), and Board policy. Administrator shall notify the board by November of the need to complete the pending evaluation by the contractual deadline. The Board, at its sole discretion, may change the date of the Administrator's annual performance evaluation from March 1 to December 31, beginning December 31, 2024, and at least annually each year thereafter. Within fifteen (15) calendar days after Board action on the Superintendent's evaluation rating, the Superintendent may appeal an evaluation rating of needing support. The written appeal must be delivered to the Board President and must identify the specific reason(s) for the appeal as well as the remedy sought. No later than fifteen (15) calendar days after the Board President's receipt of the appeal, a meeting shall be scheduled for the Board to review the Superintendent's appeal. As permitted by the Open Meetings Act, the appeal review may be conducted in closed session at the Superintendent's request. The Board's decision is final and is not subject to arbitration.

6. Contract Extension. On or before March 30, 2028, the Board, at its sole discretion, may extend this Contract for an additional two (2) years, upon the completion of the Administrator's annual evaluation. If no Board action is taken to extend this Contract by March 30, the Contract will not be extended.

7. Contract Termination. The Board shall be entitled to terminate the Administrator's employment at any time during the term of this Contract when it determines that Administrator has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, if Administrator materially breaches the terms and conditions of this Contract, or for other reasons that are not arbitrary or capricious.

a. Termination Standard. 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.

b. Termination Notice. In the event that the Board undertakes to dismiss Administrator during the term of this Contract, he shall be entitled to written notice of charges and an opportunity for a hearing before the Board. In the event of termination of employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

8. Non-Renewal. The Board specifically reserves the right to non-renew this contract or any extension of the contract regardless of cause or reason. Pursuant to Section 1229 of the Revised School Code, if the Board of Education intends to let the Superintendent's contract expire, it must provide the Superintendent with written notification of the Board's decision not to renew the contract at least ninety (90) days prior to the contract's expiration date. If the Board does not comply with this requirement, the Superintendent's contract is automatically renewed for an additional one (1) year period.

9. Disability Leave. In the event of Administrator's mental and/or physical incapacity to

perform the duties of his office, he shall be granted an initial leave of sixty (60) work days for purpose of recovery. The Administrator shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the sixty (60) work day period to be unpaid consistent with the Family and Medical Leave Act. Upon utilizing leave under this provision, Administrator shall furnish medical certification to the Board (or its designee) respecting the necessity for the leave.

a. If the Board (or designee) has reason to doubt the validity of the medical certification supplied by Administrator, it may require a second opinion, at Board expense.

b. Administrator may request a sixty (60) 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 Administrator will be able to resume his duties at the conclusion of the extended leave interval. Medical certification shall be supplied by Administrator as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

c. If Administrator 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.

d. Fitness for Duty Certification. Prior to resumption of duty after an unpaid leave of absence for a serious health condition, Administrator shall provide to the Board a fitness for duty certification from Administrator'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.

10. Continuing Tenure. Administrator agrees that he shall not be deemed to be granted continuing tenure in the position initially assigned or to which he may be assigned or transferred 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. Nor shall the decision of the Board not to continue or renew the employment of Administrator for any subsequent period in any capacity, other than as a classroom teacher, as may be required by the Teachers' Tenure Act, be deemed a breach of this Agreement or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

11. Medical Examination/Release of Medical Records. Administrator 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, Administrator shall authorize the release of medical information necessary to determine if Administrator 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 administrator 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 inquiries shall be considered and treated as confidential.

12. Should Administrator decline health insurance coverage, provided he first presents

documentation that he otherwise has health insurance meeting the coverage and affordability requirements of the ACA to the extent the law requires, he shall receive compensation in an amount equal to the Board's contribution limits for a full family, as provided by MCL 15.563, into a post-tax account of his choosing, provided it is in accordance with ORS and IRS guidelines and MCL 15.561 *et seq.* Dental, vision, life insurance at two times salary and long term disability will also be provided to the Administrator.

13. The Board reserves the right to change the identity of the insurance carrier, 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 this Agreement. The Board shall not be required to remit premiums for any insurance coverages for Administrator 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. Administrator 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 coverage(s), shall be relieved from all liability with respect to insurance benefits.

14. Holidays. Administrator is entitled to the following holidays for which no service to the School District is required: Labor Day; Thanksgiving; the day after Thanksgiving; Christmas Eve Day and Christmas Day, New Years Eve Day and New Years Day (or the two days surrounding December 24 and December 25, December 31 and January 1 if they fall on a non-work day); Good Friday (floating day if school is in session); Memorial Day; and Independence Day.

15. Bereavement. Superintendent shall be granted up to five (5) days of bereavement days each year to be used for "Immediate Family" to include spouse, children, parents, and sibling. Superintendent shall be granted up to three (3) days of bereavement for parent-in-law, grandchild, grandparent, grandparent-in-law, brother-in-law, sister-in-law, or person living in Superintendent's home not to be deducted from sick leave or vacation days. Bereavement days must be used within the Contract year for which they are available.

16. Sick Leave. If Administrator is absent from duty on account of personal illness or disability, he shall be allowed full pay for a total of twelve (12) days per contract year, prorated based upon actual time worked. Unused paid leave days hereunder shall be cumulative to a maximum of ninety (90) days for absence due to personal illness or disability of Administrator.

17. Expense Reimbursement. Administrator shall be eligible to be reimbursed for travel, meals and lodging in accordance with per diem expense and reimbursement standards and procedures established by the Board. Any expense to be incurred by Administrator for out-of-district travel shall be submitted in advance for review and approval by the Board. Administrator shall be required to present an itemized account of his reasonable and necessary expenses in accordance with direction of the Board or its designee.

18. Subject to express approval by the Board, the fees or dues for membership in appropriate professional organizations shall be paid by the Board. Subject to prior approval by the Board, the Administrator may attend appropriate professional meetings at the national level and shall be reimbursed for any registration fees, tuition, travel, lodging and/or reasonable meal expenses for

himself in relation thereto not prepaid by the Board.

19. The Board agrees to pay the premium amount for Educators Legal Liability insurance coverage for Administrator while engaged in the performance of a governmental function and while the Administrator is acting within the scope of his authority. The policy limits for this coverage shall be not less than \$2,000,000. The terms of the Educators Legal Liability insurance policy shall be controlling respecting defense and indemnity of Administrator. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above Educators Legal Liability coverage. In the event that such insurance coverage cannot be purchased in the above amounts and/or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify Administrator. In that event, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to Administrator as is authorized under MCL 691.1408 and MCL 380.1 la(3)(d).

20. Education Stipend: The Superintendent may utilize an education stipend, not to exceed \$750 Dollars and \$3750 over the term of this Contract towards college course relevant to [his/her] professional duties and responsibilities to the District or for continuing education for certification requirements, as defined by the State of Michigan. The Board reserves the right to review and approve or disapprove proposed courses before providing payment or reimbursement for such classes. Permission may be granted for additional funding by the Board President.

21. This Contract contains the entire agreement and understanding by and between the Board and Administrator with respect to the employment of Administrator and no prior or concurrent representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect. All prior contracts or other agreements (written or oral) pertaining to the terms of this contract are cancelled and are superseded by the terms of this contract. Provided, that this contract is voidable pursuant to the provisions of the Revised School Code pertaining to criminal records and criminal history checks.

22. No amendment to or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board reflected in its minutes, and signed by Administrator and the President and Secretary of the Board. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provision of this Contract at such time or at any other time.

23. In the event of any dispute between the parties relating to discharge of Administrator during the term of this Contract, the parties hereby agree to submit such 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 691.1681 *et seq* and MCR 3.602.

a. The parties intend that this process of dispute resolution shall be inclusive of all contract and statutory claims advanced by Administrator arising from Administrator'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 Administrator. Instead, this agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings.

b. This agreement to arbitrate means that Administrator 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, Administrator 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, Administrator, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.

c. Notwithstanding the fact that the AAA National Rules for the Resolution of Employment Disputes may have a different arrangement for payment of the arbitrator's fees and costs, the parties expressly state their intent that the arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by Board and Superintendent, , subject to the right of Administrator to seek to tax such fees as costs against the Board.

d. 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 Administrator's discharge during the term of this Contract. The Decision and Award of the arbitrator shall be final and binding and judgment thereon may be entered in the 28th Circuit Court of Michigan (Missaukee County), pursuant to MCL 691.1681 *et seq.*

24. If any provision of this Agreement 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).

25. Administrator agrees that any claim or suit arising out of Administrator'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. Administrator 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) month 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 lawsuit, 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.

26. This Agreement is executed on behalf of the McBain Rural Agricultural School District pursuant to the authority granted as contained in the resolution of the Board adopted on April 12, 2021, the same being incorporated herein by reference.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

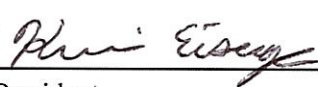
Date: 08/12/24, 2024



Scott Akom, ADMINISTRATOR

MCBAIN RURAL AGRICULTURAL SCHOOLS
BOARD OF EDUCATION

Date: 08/12, 2024

By — 

President

By — 

Secretary