

Monroe Public Schools
Superintendent Employment Agreement

Agreement dated this 1st day of July, 2016 between Monroe Public Schools, Monroe County, Michigan (hereinafter designated the "District") and **Barry Martin**, (hereinafter designated Superintendent).

In consideration of the mutual promises, representations, covenants and agreements the parties hereto agree as follows:

1. Assignment. That the District employs this Superintendent and this Superintendent accepts employment upon the terms and conditions set forth herein. The Superintendent is subject to assignment to another administrative position at the discretion of the District Board of Education.
2. Duration. That the Employment Agreement shall be for a term of three (3) years commencing on July 1, 2016 through June 30, 2019; provided however, that in no event shall the terms and conditions as set forth herein regarding salaries and fringe benefits be reduced or diminished during the Superintendent's employment with the District whether during or subsequent to the original term of this agreement, unless mutually agreed otherwise in writing between the District and Superintendent, and further, whether he/she is employed in his/her current position or otherwise.
3. Extension. This contract may be extended either by option of the Board of Education or by operation of law, as follows:
 - a. Board Option. The Board of Education, no later than the 30th day of June 2018, the second year during the term of this contract, may extend the contract for an additional one-year period. In exercising this option, the Board of Education also shall establish the annual salary to be paid to the Superintendent for the school year included in the extension. All other terms and conditions of this contract, including contract duration, shall remain unchanged should the Board take no action under this provision.

The Board of Education in its sole discretion and with or without cause may decline to extend this contract for an additional year.
 - b. Operation of Law. Unless the Board of Education gives written notice of non-renewal of this contract to the Superintendent at least 90 days before the contract's termination date (i.e. June 30, 2019), this contract will, without further action, be automatically renewed for an additional one-year period as provided by Public Act 183 of 1979. This obligation is contingent upon the Superintendent advising the Board of Education in writing of this obligation at least by February 1 of the year of contract termination.
4. Duties. That this Superintendent hereby agrees to devote his full time and effort to performing the duties of his position to the best of his ability. Further, the parties agree that the normal work schedule of this Superintendent shall consist of such time as is necessary to perform the work assigned to the Superintendent in accordance with the terms and conditions of this agreement. The Superintendent shall possess and maintain all certificates, credentials and qualifications required by law, including the Department of Education, and those required of the Board to serve in the position of Superintendent.

The Superintendent shall report to the School District Board of Education at regular intervals, and at such other times as the School District shall direct, the progress of his supervision and direction of the school system, and shall recommend to the School District the establishment of new and changed policies when, in the opinion of the Superintendent, such recommendations will increase the efficiency of operation of the School District and shall provide a better system of public instruction.

The Superintendent shall organize, manage and direct the school system in a manner not inconsistent with current Board of Education policies, or Board of Education policies and its directives, which may be established in the future.

5. Salary. During the fiscal years of July 1, 2016 to June 30, 2019, the base salary for this Superintendent is set at One Hundred Forty Six Thousand Dollars (\$146,000.00).

Base salary and fringe benefits for extensions of this contract will be negotiated between the parties. No salary increase can occur without Board approval during the terms of this contract.

Advanced Graduate Degree Premium: An amount based on a percentage of the step one base will be added to the base salary for the highest advanced graduate degree in education:

Doctorate Degree: 5%

6. Fringe Benefits. During the term of employment in the capacity of this Superintendent by the District, the said District shall purchase for this Superintendent and this Superintendent shall be entitled to such fringe benefits as listed below:

- a. Personal illness: 15 days sick leave per year. The yearly allowance shall be advanced on the first day of the fiscal year. Superintendent shall be credited for purposes of this section with all accumulated sick leave days earned pursuant to paragraph 5a of his "Executive Administrator Employment Agreement" dated July 1, 2012. All earned but unused sick leave days shall be allowed to accumulate to a maximum of 180 days. After accumulating 180 days sick leave, the Superintendent shall be paid \$135.00 for each unused sick leave and/or business day at the end of the school year or at such time that the Superintendent terminates employment. The Superintendent may also choose to place such reimbursable days into a separate deferred account which will be reimbursed upon request at the identified rate per day. A Superintendent who completes a fiscal year with 180 sick days in their personal bank will be entitled to an additional vacation day.

- b. Leave of absence without Pay: Unless specified otherwise, a long term leave of absence without pay for any reason must be approved by the Board. To be eligible for any leave without pay the Superintendent must have completed in the district, six full school years unless in case of emergency as determined by the Board.

- c. Personal Business Days: At the beginning of each school year this Superintendent shall be credited with two (2) days which may be used to conduct business that cannot be accomplished outside of the normal working day. The Superintendent must state the purpose for the day to the Board President in making a request. Personal business days may not be used as vacation periods, to extend holidays or for personal recreation. Unless for an emergency, a personal business day must be requested three (3) days in advance. Unused business days accrue to sick leave accumulation.

- d. Religious Observance: Such days as may be required by their religion for holy observance and abstention from work shall be granted.
- e. Holidays recognized by the Board shall not be deducted from the sick leave accumulation. Recognized Holidays are New Year's Eve, New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day and Day after Christmas.
- f. Jury Duty: Jury Duty shall be allowed during the year where required and there shall be no financial penalty attached to such service in any way except that it be the understanding that the per diem rate earned in such capacity be returned to the Board and that such Superintendent be paid his/her regular salary by the Board. Such days spent on jury duty shall not be deducted from the accumulated sick leave days.
- g. Subpoena: Any Superintendent who is subpoenaed to testify during the regular working hours in any judicial or administrative matter or who is asked to testify in any arbitration or fact finding (providing the fact finding or arbitration involves Monroe Public Schools and provided their testimony is necessary for conducting the hearing), shall be paid his/her regular salary for time spent and the per diem rate paid the Superintendent for such appearance shall be signed over to the school district.
- h. Catastrophes: No loss of pay or deduction from leave days will be made in the event of a general catastrophe, determined by the Superintendent, (such as extreme severe snowstorm) making it impossible for him/her to report.
- i. Hospital/Surgical/Medical Benefits: Hospitalization benefits, dental benefits, long-term disability benefits, vision and optical benefits, term life insurance and such other additional fringe benefits or improvements of existing fringe benefits that are provided to the School District's professional employees. The Exempt Administrator in any year of this agreement may, at his/her option, and in lieu of the health insurance option (upon providing proof of other health insurance coverage) receive an additional amount of \$200 per month. The added salary amount shall be treated as income according to the Internal Revenue Service and the state retirement regulation.
 - 1. The Board will provide the employee and eligible family with health insurance coverage with level of benefits generally similar to the prior year's coverage up to the hard cap maximums. The Board reserves the right to substitute a comparable health plan with a similar schedule of benefits. This benefit is subject to any compliance required by legislated mandates.
 - 2. The Board will provide the employee with self-funded dental and vision coverage. The level of benefits for dental will be comparable to Delta Dental Plan D 80/80 with \$2000.00 ortho rider and vision will be comparable to Vision Plan III Plus.
- j. Group Life Insurance:
 - 1. The Board shall provide group term life insurance in an amount equal to twice the annual salary up to \$300,000 maximum.

2. Coverage will become effective according to the Insurance Carrier's Rules and Procedures.
 3. As an alternative the life insurance may be partially assigned to a whole life policy provided the total cost for such alternative does not exceed the parameter established for such life insurance coverage.
- k. Long Term Disability: Premiums for long term disability insurance at 70% of income will be paid by the District. The school district's only obligation shall be for the payment of premium and the rules and regulation of the insurance company govern all applicable benefits.
- l. Liability coverage: Coverage under the District's Comprehensive General Liability Policy or other appropriate group liability policy up to \$1,000,000.00 in coverage for each occurrence will be provided.
- m. Annual Physical Examination: The Board of Education will pay the cost of a complete physical examination not less than once every two (2) years nor more than once a year, including all tests and diagnostic services which would not normally be covered fully under the health insurance benefits.
- n. Terminal Leave:
1. A Superintendent who leaves the District's employ as a Superintendent or the estate of any Superintendent who dies while employed as a Superintendent shall be paid a single payment of \$350 for each year of service in the Monroe Public Schools. In addition, the Superintendent is entitled to receive compensation for all unused sick days in the accumulation bank, at the rate in section 5-a above.
 2. In the event of the death of a Superintendent while in the employ of the Board, payment shall be made to his/her estate immediately.
 3. If, after receiving payment under this provision, a former employee resumes employment with the Board and again becomes eligible for payment hereunder, payments will be made only for the entitlement earned during subsequent employment.
- o. Longevity:
- Superintendent shall receive at the end of each contract year (i.e. June 30), a longevity stipend in the amount of Six Thousand Nine Hundred Forty-One Dollars (\$6,941) in recognition of Superintendent having provided services in an educational institute in excess of thirty one (31) years.
- p. Worker's Compensation:
1. Service connected illness or injury incurred will be provided worker's compensation benefits in accordance with the Workmen's Compensation Act of Michigan, Act #10, P.A. of 1912 as amended.

2. A disabled Superintendent eligible for benefits will be allowed to use accumulated sick days to cover the difference between his regular salary and workers compensation benefits.
3. As soon as the Superintendent is physically able to return to work, he/she shall be restored to his/her previous position if the time is one (1) year or less. Thereafter, he/she shall be restored to a comparable position (at the same classification rate) from which he/she went on workmen's comp leave. Years on worker's compensation shall count as employed years for seniority purposes. During the time a Superintendent is awaiting reassignment to a comparable position, he/she shall be assigned to the first available position dependent upon certification/qualification and seniority within all those in the same division on leave at the time. In any respect, he/she shall be paid the current salary of the previous position filled by said Superintendent.
7. Vacation: The Superintendent shall receive twenty-five (25) days of paid vacation each contract year (i.e. July 1 – June 30).
 - a. The Superintendent must use fifteen (15) days of vacation each year. A request for fifteen (15) consecutive vacation days must be approved by the Board President. The remaining time may be carried over for a one year period or compensated at the daily rate of pay at the time the vacation was granted.
 - b. Any carryover days not used within the carryover year will be compensated at the daily rate of pay in the year vacation was granted.
8. Consulting/Flex Days. The Superintendent shall be granted five (5) flex/consulting days per year exclusive of holidays and vacation/sick/personal time. The five (5) flex/consulting days are not subject to carry-over to the subsequent years. Use of these days is subject to approval by Board President. The Superintendent shall reimburse the Monroe Public Schools his/her daily salary for the number of working days absent for this purpose in accordance with Board Policy GCQAA and GCQAA-R.
9. Expense Reimbursement. That the District shall pay to the Superintendent all reasonable expenses incurred by him/her while performing school related functions which are part of his/her job description. Expenses will be capped at Two Hundred Dollars (\$200.00) per month should any expenses be submitted. Request due to unique circumstances above and beyond the cap would require a review and sign off from the Board President. Such expenses shall be submitted monthly with proof of the same. The billings, therefore, shall be paid through the Business Office within thirty (30) days of the date of approval.
10. Automobile Allowance. The Board shall provide a monthly allowance of Four Hundred Fifty Dollars (\$450.00) for the use and maintenance of an automobile in lieu of a District provided automobile. This automobile allowance will cover all travel expenses, both in and out of District travel. No additional automobile expense will be provided including mileage reimbursement.
11. Professional Dues. That the District shall pay the costs or dues or membership in two (2) educational professional associations selected by the Superintendent.

12. Tenure Exclusion. That the District and Superintendent agree that the Superintendent is not hereby granted continuing tenure in his/her position of Superintendent pursuant to this Agreement or in any administrative position in the District; provided, however, that the parties do hereby agree that he/she shall be granted tenure as a teacher in accordance herewith and pursuant to Section 1 of Articles II and III of Act IV of the Public Acts of the State of Michigan of 1937, as amended.
13. Evaluation. That the District shall annually provide to this Superintendent a written evaluation of his/her performance which evaluation shall be conducted in accordance with District policies.
14. Notice. Any notice required or desired to be given pursuant to this Agreement shall be deemed given if in writing sent by certified mail to the Superintendent's residence or to the District's primary office, as the case may be.
15. Termination. The Superintendent shall be subject to discharge for good reason, which includes but is not limited to, acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetence, or if the Superintendent materially breaches the terms and conditions of this Agreement, but the Board shall not arbitrarily and capriciously dismiss him. No discharge shall be effective until written charges have been served upon him and he shall have an opportunity for a fair hearing before the Board after ten (10) days' notice in writing. Said hearing shall be public or private at the option of the Superintendent. At such hearing, he may have legal counsel at his own expense. The foregoing standards for termination of this contract during its term shall not be applicable to non-extension per paragraph (3) of this Agreement or non-renewal of this contract at the expiration of its term (i.e. school code) which decision is discretionary with the Board of Education.
16. Entire Agreement. This Agreement contains the entire understanding of the parties. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.
17. Arbitration. A claim by the Superintendent that there has been a violation, misrepresentation, or misapplication of any provision of this agreement will be processed as a grievance as hereinafter provided;
 - a. The grievance shall be reduced to writing and submitted to the President of the Board of Education within twenty (20) days of the alleged grievance.
 - b. In the event the grievance is not resolved in the step outlined above, the grievant may submit the grievance to the Board Secretary within ten days.
 - c. Within fourteen working days of the receipt of the grievance, the Board or its designee shall meet with the Superintendent in an effort to resolve the grievance. A disposition of the grievance in writing by the Board shall be made not later than ten working days thereafter.
 - d. If the Superintendent is not satisfied with the Board's disposition of the grievance, or if a disposition has not been made within the period above, the Superintendent may seek relief by invoking arbitration in writing within ten days in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The selection of the Arbitrator shall be mutually determined in accordance with said Rules.

The fees and expenses of the Arbitrator shall be shared equally by the parties. The Arbitrator's decision shall be final and binding on the parties.

17. This Agreement may be executed in two or more counterparts each of which will be deemed as an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this revised agreement.

President of the Board

Barry Martin, Superintendent

Date: _____

Date: _____

Witnesses Initials: _____