

NEW LOTHROP AREA PUBLIC SCHOOLS
9285 Easton Road
New Lothrop, MI 48460

Superintendent's Contract of Employment

THIS CONTRACT, entered into this 21st day of March, 2016 between the Board of Education of the NEW LOTHROP AREA PUBLIC SCHOOLS, hereinafter called the "Board" and or the "District" and Dr. Anthony Berthiaume, hereinafter called "Superintendent".

WITNESSETH:

1. DUTIES

The Superintendent agrees, during the period of this contract, to faithfully perform his duties and obligations in such capacity for the school district including, but not limited to, those duties required by the School Code. He will act as an advisor to the Board on matters pertaining to the school administration or the School District, and he will inform the Board as to administrative action taken on its behalf. The Superintendent shall recommend, effect, or cause to be effected, the policies and programs of the Board of Education as may be adopted. He will faithfully and diligently fulfill all the duties and obligations incumbent upon him as the executive head of the administrative section of the school system and the School District.

2. TERM

The Board agrees to employ Anthony Berthiaume as Superintendent of its schools for the term of three (3) years from July 1, 2016 to and including June 30, 2019.

The Board shall review this contract with the Superintendent annually, and shall, on or before March 31 of each ensuing year, take official action determining whether or not it is extended for an additional year and notify the Superintendent of its action in writing.

The superintendent hereby agrees to provide the Board with not less than 30 calendar day written notice of his intent to terminate this agreement.

3. EVALUATION

The Board shall evaluate the Superintendent, at least annually, using the criteria and an evaluation process mutually agreed to by the Board and the Superintendent and meets the requirement of the law.

4. TENURE

The Superintendent shall not be deemed to be granted continuing tenure in such capacity but shall be deemed to have been granted continuing tenure as an active classroom teacher in accordance with the provisions of the Michigan Teacher Tenure Act.

5. PROVISIONAL LIABILITY

The District agrees that it shall defend, hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in his individual capacity, or in his official capacity as agent and employee of the District, provided the incident arose while Superintendent was acting within the scope of his employment and excluding criminal litigations. The Board shall provide public liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgments resulting from his functioning as Superintendent and will reimburse him for any portion of such expense and judgments not covered by insurance. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

6. PROFESSIONAL GROWTH

The Superintendent may attend professional meetings at the local, state and national levels, the expenses of said attendance to be paid by the District. Any out-of-state travel requires prior Board approval.

7. PROFESSIONAL DUES

The District shall pay the Association dues of the Superintendent for the American Association of School Administrators, the Michigan Association of School Administrators and the M.A.S.A. Region in which the School district is located, as well as other appropriate affiliations as approved by the Board.

8. MEDICAL EXAMINATION

The Superintendent agrees to have a comprehensive medical examination once every year. A statement certifying to the physical competency of the Superintendent shall be submitted to the President of the Board of Education and shall be treated as confidential information. The cost of said physical examination and reports shall be paid by the District.

9. COMPENSATION

- The Board agrees to pay the Superintendent for his services during each year of said contract on the basis of fifty-two (52) weeks of work. The Board hereby retains the right to unconditionally adjust the salary and/or benefits including, but not limited to medical, vision, dental, long term disability and life insurance benefits or contributions during the term of this contract provided that said salary and or benefit adjustment shall not reduce said salary and benefits unless said decrease is part of a uniform plan affecting the salary and benefits of all administrators in the district. Salary shall be paid in twenty-six (26) bi-weekly installments. Compensation shall be **\$111,100.00** annually. Said salary shall be reviewed annually and is subject to upward revision by agreement of the parties. The Board may, in its sole discretion, decrease the Superintendent's compensation by percentage levels equivalent to those taken by the District's professional teaching staff if the Board provides the Superintendent with 14 calendar day written notice of its intent to effectuate said change.

Contract and Financial Information:		<u>16-17</u> Base annual salary: \$111,100	
Length of Contract:	3 Years		
Starting Date:	07/01/16		
Termination Date:	06/30/19	Total Salary	\$111,100

10. TERMINATION PROVISION

The Board shall be entitled to terminate the Administrator's employment at any time during the term of this Contract for acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency or if Administrator materially breaches the terms and conditions of the agreement. 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.

11. DISPUTE RESOLUTION

In the event of a dispute between the parties relating to any provision of this Agreement, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this Agreement, the parties hereby agree to submit such to binding arbitration. Such arbitration shall be conducted under the rules of and administered by, the American Arbitration Association. The arbitrator's fee and the expense of the American Arbitration Association shall be shared equally by the parties. All parties are entitled to have representation of their own designation; however each party shall be responsible for the costs of such respective representation.

Initialed by:

Stacie Krupp, Board President SK Date 6/20/16

Anthony Berthiaume, Ph.D., Superintendent AB Date 6/15/16

12. BREACH

In the event of a breach on the part of either party to this agreement, nothing contained herein shall be construed to render the obligations of either party to this agreement null and void.

IN WITNESS WHEREOF the parties herby have set their hands the day and year above written.

By Stacie Krupp, Board of Education Dated 6/20/16
Stacie Krupp

By Anthony Berthiaume, Superintendent Dated 6/15/16
Anthony Berthiaume, Ph.D.

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ADDENDUM

I. FRINGE BENEFITS

The Board of Education shall provide the Superintendent with the following benefits:

- The Board shall pay no more than the State cap for health, dental, vision and long-term disability insurance provided other administrative employees. The Board may, in its sole discretion, change the Superintendent's payment of said health premiums to levels equating those of the District's professional teaching staff if the Board provides the Superintendent with 14 calendar day advance written notice of its intent to effectuate said change.
- The Board shall pay no more than 80% of the premium for Life insurance in the amount of \$100,000 group and \$100,000 Accidental Death and Dismemberment.
- 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. Unused paid leave days hereunder shall be cumulative to a maximum of sixty-five (65) days for absence due to personal illness or disability of Administrator. Upon termination of the Superintendent's employment with the district, the Superintendent shall not be paid for his/her unused accumulated sick leave.
- Ten (10) paid holidays: July 4th, Labor Day, Thanksgiving and the Friday after, Christmas Day and the day before, New Year's Day and the day before, Good Friday, and Memorial Day.
- Vacation Leave. 20 days per year. Maximum carryover of 10 days or a total of 35 annual vacation days. Upon termination of the Superintendent's employment with the district, the district shall pay the superintendent for unused vacation days up to a maximum of 10 (ten) days per diem. If more than 10 (ten) unused vacation days are accumulated at the time of termination, the excess days shall be forfeited.

By Stacie Krupp, Board of Education Dated 6/20/16
Stacie Krupp

By Anthony Berthiaume, Superintendent Dated 6/15/16
Anthony Berthiaume, Ph.D.

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ADDENDUM

Tuition Reimbursement:

The board will reimburse the Superintendent for college tuition and books up to a total of \$1,500 per year. Tuition costs shall be subject to repayment by the Superintendent in the event the Superintendent leaves within 3 years of any tuition reimbursement.

In the event the Superintendent leaves the district he/she shall reimburse the district for any tuition/books paid by the district for the prior three years.

Longevity:

After 5 years of service the superintendent shall annually receive an additional \$3,000 of compensation. This money is paid annually after the completion of 5 years as a separate check and not added to the salary schedule.

IN WITNESS WHEREOF the parties hereby have set their hands the day and year below written.

By Stacie Krupp, Board of Education Dated 6/20/16
Stacie Krupp

By Anthony Berthiaume, Superintendent Dated 6/15/16
Anthony Berthiaume, Ph.D.