

AKRON-FAIRGROVE SCHOOLS CONTRACT OF EMPLOYMENT SUPERINTENDENT

THIS CONTRACT, entered into this September 1, 2016, between the Board of Education, herein after called the "Board" and Diane L. Foster, hereinafter called the "Superintendent".

WITNESSETH:

1. DUTIES:

The Superintendent agrees, during the period of this Contract, to faithfully perform his/her duties and obligations in such capacity for the School District including, but not limited to, those duties required by Section 1229 of the Revised School Code, as amended. He/She will act as an advisor to the Board on matters pertaining to the school administration of the School District, and he/she 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/She will faithfully and diligently fulfill all the duties and obligations incumbent upon him/her as the executive head of the administrative section of the school system and the School District.

2. TERMS:

The Board agrees to employ Diane L. Foster as superintendent of its school for the term of three (3) years with retroactive salary to July 1, 2016 to and including June 30, 2019.

3. TERMINATION OF CONTRACT:

The Board shall be entitled to terminate the Superintendent's employment at any time during the term of this Contract for acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or just cause if the Superintendent materially breaches the terms and conditions of this Agreement. In the event that the Board undertakes to dismiss Superintendent during the term of this contract, he/she 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 Agreement, this contract shall automatically terminate and the Board shall have no further obligation hereunder.

This contract may be non-renewed at its conclusion at the discretion of the Board.

4. ARBITRATION:

In the event of any dispute between the parties relating to discharge or non-renewal 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 rules of, and administered by, The American Arbitration Association. 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 the Contract including, but not limited to, claims of unlawful discrimination and all claims for damages or other relief. The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and Superintendent. Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within ninety (90) days of the effective date of Superintendent's discharge or non-renewal. 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 the County Circuit Court.

5. EVALUATION:

The Board shall evaluate the Superintendent, using the criteria and an evaluation as set by the MCL 380.1249.

6. TENURE:

The Superintendent shall not be deemed to be granted continuing tenure in the position of Superintendent or any other position unless provided by the Teacher Tenure Act.

7. PROFESSIONAL GROWTH:

The Superintendent may attend professional meetings at local and state levels. The Superintendent may attend national meetings, only if granted permission by the Board of Education. The expenses of said attendance shall be paid by the District.

8. 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, the MASA Region in which the School District is located, and Michigan School Business Officials, as well as other appropriate affiliations as approved.

9. COMPENSATION:

The Board agrees to pay the Superintendent for his/her services during each year of said Contract in twenty-six (26) equal installments. Compensation for the 2016-2017 contract year shall be Seventy-Five Thousand dollars beginning July 1, 2016. Compensation for subsequent school years shall be negotiable between the Board and Superintendent but shall not be less than the 2016-2017 compensation.

The Board also agrees to pay the Superintendent a contract maintenance fee in the amount of one thousand eight hundred dollars (\$1,800.00) per year for services provided in the maintenance and as negotiator of school personnel contracts and any grievance/arbitration matters.

Additionally, if building administrators and certified staff within the district receive a signing stipend per contract negotiations, the same amount shall also be paid to the Superintendent.

The Board of Education shall, upon application, provide the following contributions toward health insurance premiums:

1. The Board shall provide full family health care. If a difference in premium costs occurs the difference is to be deposited to an existing annuity in lieu of health.
2. The Superintendent may elect to receive an annuity in lieu of health insurance not to exceed the single subscriber rate of the insurance offered by the Board and shall make the request in writing to the District's Business Manager during the renewal period for health insurance provisions.
3. The Board shall provide a vision care policy
4. The Board shall provide a dental policy
5. The Board reserves the right to change the identity of the insurance carrier, policy holder or third party administrator for any of the above coverage, provided that comparable coverage as determined by the Board and administration is maintained during the term of the Agreement. The Board shall not be required to remit premiums for any insurance coverage for Administrator and his/her eligible dependents if enrolled 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. The Superintendent is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The Board, by payment of the premium payments required to provide the above-described insurance coverage, shall be relieved from all liability with respect to insurance benefits.

The Board shall provide a valid term life insurance policy in the name of the Administrator a face value of One Hundred Thousand dollars (\$100,000).

12. WORK YEAR:

The Superintendent shall be entitled to four (4) weeks of vacation each year. He/She shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of the business of the School District.

If the Superintendent is discharged during the contract term, he/she shall not be eligible for payment of remaining unused vacation days.

The following days will be considered holidays which are days the employee will not be scheduled to work and will receive pay if school is not in session and the days fall in the normal work week:

- a. New Years Eve Day
- b. New Years Day
- c. Memorial Day
- d. Independence Day
- e. Labor Day
- f. Thanksgiving Day and the day after
- g. Good Friday
- h. Day after Easter
- i. Christmas Eve Day
- j. Christmas Day

13. PERSONAL DAYS:

The Superintendent shall be granted fourteen (14) personal days per year for personal days that may accumulate to 180 days. In the case of a long-term illness, the Board will continue salary up to the accumulated personal days.

The Superintendent shall be granted any unused personal day balances from an existing contract with the district to be rolled over as personal day balances for this administrative contract.

Upon the death, retirement, or other cause for termination of employment from the District, the Board shall pay, to the Superintendent, or his/her estate, a sum equal to forty dollars (\$46.00) for each unused accumulated personal days, up to a maximum of one hundred eighty (180) days.

14. LIABILITY COVERAGE:

The Board of Education agrees, as a further condition of this employment contract, that it shall defend, hold harmless, and indemnify the Administrator from any and all demands, claims, suits, actions, and legal proceedings brought against the Administrator in his individual capacity, or in his official capacity as agent and employee of the Board of Education provided the incident arose while the Administrator was acting within the scope of his employment.

15. CONTRACT VALIDITY:

This Contract of Employment contains the entire agreement and understanding by and between the Board and Superintendent with respect to employment of Superintendent and no representations, promises, and contract or understandings, written or oral, not contained herein, shall be of any force or effect. All prior agreements pertaining to, connected with, or arising in any manner out of the employment of the Superintendent by the Board are hereby terminated and shall hereafter be of no force or effect whatsoever. No change or modification of this Contract of Employment 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 a waiver of any other provision of this Contract at such time or at any other time

18. CHANGES IN CONTRACT:

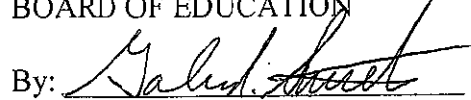
If any provisions of this Agreement become or is declared by a Court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provisions; provided however, that no such severability shall be in effect if it materially change the economic benefit of the Agreement to any party.

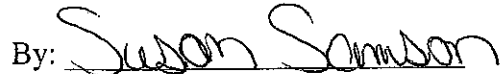
Date: 8-8-16


Diane L. Foster, Superintendent

AKRON-FAIRGROVE SCHOOLS
BOARD OF EDUCATION

Date: 8-8-16

By: 
President

By: 
Secretary

**Contract Addendum
Akron-Fairgrove Schools
Superintendent's Contract**

On January 8, 2018, the Board of Education approved the following:


1. A sum of \$5,000 per year will be made payable to Diane Foster, Superintendent of Akron-Fairgrove Schools for additional duties as Food Service Director that shall include oversight of the program, monthly filing of reports to applicable state agencies, solicitation of bids, compliance with federal guidelines, administrative reviews (audits) conducted by Michigan Department of Education, oversight of the budget etc. The sum of \$5,000 shall be paid by June 30 of each year as a one-time payment for the annual oversight.
2. Any unused vacation days will be paid out using the Superintendent's salary daily rate.
3. July 1, 2018 – June 30, 2019 the Superintendent's base salary be \$85,000 per year.
4. July 1, 2019 the Superintendent's base pay will increase to \$90,000 if enrollment is 293 or more and effectiveness rating is "Effective" or "Highly Effective".
5. The Superintendent's contract July 1, 2016 – June 30, 2019 has a one-year rollover renewal effective through June 30, 2020.


Galen Smith, Board President

4-9-18
Date


Susan Samson, Secretary

4-9-18
Date


Diane Foster, Superintendent

4/9/18
Date