

Akron-Fairgrove Schools Contract of Employment Superintendent

THIS CONTRACT, entered into July 1, 2020 between the Board of Education, hereinafter called the "Board" and Diane L. Foster, hereafter called the "Superintendent".

WITNESSETH:

1. DUTIES:

The Superintendent agrees, during the period of the 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 five (5) years, July 1, 2020 through June 30, 2025.

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 the Agreement. In the event that the Board undertakes to dismiss the 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 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 the 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 costs imposed by the American Arbitration Association shall be shared equally by the Board and the 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 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, Michigan Association of School Administrators (MASA), MASA Region in the School District is located, Michigan School Business Officials, as well as other appropriate affiliations.

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 2020-2021 contract year shall be Ninety-Thousand Dollars (\$90,000.00) beginning July 1, 2020. Compensation for subsequent years shall be negotiable between the Board and Superintendent.

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/or 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 provide the following contributions:

1. The Board shall provide full family healthcare to the extent allowable by PA 152. If a difference in premium costs and the PA 152 "hard cap" occurs, the difference is to be deposited to an Health Savings Account on a monthly basis.
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 insurance carrier, policy holder or third party administrator for any of the above coverage, provided that comparable coverage is determined by the Board and is maintained during the term of the Agreement. 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, overage, 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.
6. The Board shall provide a valid term life insurance policy in the name of the Administrator with a face value of two times the base salary.
7. The Board agrees to annually pay-out any unused vacation days at the per diem rate of the Superintendent's salary.
8. A sum equal to the value of 2% of the Superintendent's base salary shall be deposited to an approved annuity

10. 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 Year's Day
- B. Good Friday and day after Easter
- C. Memorial Day
- D. Independence Day
- E. Labor Day
- F. Thanksgiving Day and day after Thanksgiving
- G. Christmas Eve
- H. Christmas Day
- I. New Year's Eve

11. PERSONAL DAYS

The Superintendent shall be granted fourteen (14) personal days per year for personal days that may accumulate to 180 days. The Board will pay out any days over 180 days in the amount of forty-six (\$46.00) per day by June 30th. Any unused days that do not cause the cumulative balance to exceed 180 may be rolled to the next year. In the case of a long-term illness, the Board will continue salary up to the accumulated personal days.

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-six (\$46.00) for each unused accumulated personal days, up to a maximum of one-hundred eighty (180) days.

12. EXTRA DUTIES:

A sum of five-thousand dollars (\$5,000) shall be paid annually for services rendered as the District's Food Service Director. A Child Nutrition Certification will be maintained through MSBO's certification program.

13. LIABILITY COVERAGE

The Board 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/her individual capacity, or in his/her 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/her employment.

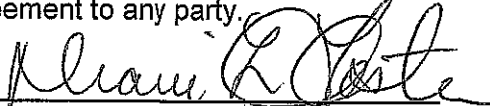
14. CONTRACT VALIDITY:

This Contract of Employment contains the entire agreement and understanding between the Board and Superintendent with respect to employment of Superintendent and no representations, promises, and contract and 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 the Contract of Employment shall be valid or binding unless it is in writing and signed by the Superintendent and the Board. No valid waiver of any provision of the Contract shall be deemed a waiver of any other provision of this Contract at such time or any other time.


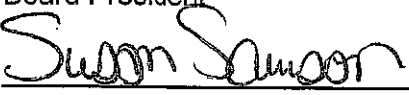
15. CHANGES IN CONTRACT:

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

Date: 7/13/2020


Diane L. Foster, Superintendent

Date: 7/13/2020



Board President

Board Secretary

**Akron-Fairgrove Schools
Contract of Employment
Superintendent
Addendum: July 1, 2020**

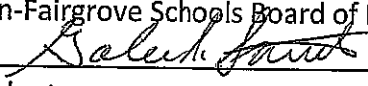
Due to financial circumstances related to the Coronavirus and the related economic downturn in Michigan, the Superintendent and the Board of Education have agreed to a 30% reduction to the Base Salary for the 2020-2021 school year.


The Superintendent's Base Salary will be reinstated to the contractual amount after the Fall Pupil Count if the Board of Education believes the financial position for the 2020-2021 school year is better than anticipated at the signing of this addendum.

Date: 7/13/2020

Administrator: 

Date: 7/13/2020

Akron-Fairgrove Schools Board of Education
By: 
President

By: 
Secretary