

COVERT PUBLIC SCHOOLS
SUPERINTENDENT'S EMPLOYMENT AGREEMENT

Agreement made and entered into by and between COVERT PUBLIC SCHOOLS (hereinafter referred to as the "School District" or "District") and BOBBI MOREHEAD (hereinafter referred to as the "Superintendent").




The School District and the Superintendent hereby agree as follows:

1. **Term:** The District will employ the Superintendent from July 1, 2016 to June 30, 2021. Should the Board of Education of the School District desire not to renew this Agreement, the Board will give the Superintendent notice of its decision at least 90 days before the expiration date; otherwise, this Agreement will automatically renew for one more year.

2. **Tenure:** The Superintendent will not have or acquire tenure as Superintendent of Schools or in any other administrative or assigned capacity. The District's failure to continue the Superintendent's employment after the term of this Agreement, or re-employ her in any other capacity, will not be considered a breach of this Agreement.

3. **Qualifications:** The Superintendent represents and warrants that she meets, and will continue to meet, at least the minimum qualifications and certifications as may be required by the State of Michigan to serve as the District's Superintendent of Schools. The Superintendent warrants that she has the qualifications and certifications as represented by her in her resume and/or materials presented to the School District in the application for employment process.

4. **Duties:** The Superintendent represents and warrants that she is able, and will continue to be able, to serve as the District's Superintendent of Schools in a competent and professional manner in compliance with applicable laws, policies and regulations adopted by the Board, and as otherwise directed by the Board. The Superintendent shall perform her duties over the full fifty-two (52) weeks of the School District's fiscal year (July 1 to June 30), less applicable vacation, leave, and holidays. The Superintendent shall be expected to attend meetings of the Board and its committees and to attend and participate in School District's interests within the Covert community. Among her other duties, the Superintendent shall prepare the agendas for each Board of Education meeting in consultation with the President of the Board or her delegate, and forward same to each member of the board, along with her recommendations and supporting documentation on each agenda item, sufficiently in advance of the meeting so that each member can assimilate such information prior to the meeting. The Superintendent will act as advisor to the board and keep it informed on matters pertaining to the administration of the School District. The board collectively and individually shall refer promptly all criticism, complaints and suggestions called to their attention to the Superintendent for study and recommendation.


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The Superintendent is herein vested with the authority by the Board of Education to appoint her administrative team including bookkeeper, principals and supervisors. These appointments by the Superintendent are integral to any reform effort she is to undertake and Board support for these appointments is essential to the fulfillment of the contract obligation by the Board. It is understood and agreed that the Superintendent shall not replace the persons currently performing the duties of the positions listed above until their employment contracts have terminated or the positions involved have otherwise been vacated, so that at no time shall the District have more than one person performing the essential duties of such positions. In addition, it is understood and agreed that the compensation paid to such persons shall be in the range of that paid to persons performing such duties in the past. Furthermore, the Board's evaluation of the Superintendent shall include consideration of the performance of the persons appointed by her to the positions above.

5. Salary:

- A) Salary: The Superintendent's salary for the 2016-2017 school year will be an annual rate of \$115,000 payable in equal installments over the balance of the school year.
- B) Tax Sheltered Annuity: For the 2016-17 school year, the Superintendent may elect to receive additional salary of up to \$7,500.00, prorated for the number of days actually worked, or, at the Superintendent's option, have all or a portion of this additional salary allocated to a tax sheltered annuity plan of her choice. It is understood that the District shall not be liable in any manner for the annuity plan, the tax consequences related to the plan, or the taxable status of the benefits provided under the plan.
- C) Negotiated Annual Increase in Salary: At least thirty (30) days prior to July 1, 2017 and at least thirty (30) days prior to July 1 of each year thereafter during the existence of this Agreement or any extension thereof, the parties will negotiate regarding salary, merit pay and benefits for the Superintendent for the following school year. In the absence of mutual agreement on a salary, merit pay and/or benefits and the term of the Agreement shall remain at the then current amount herein provided.
- D) Method of Payment: The Superintendent's compensation under this paragraph shall be paid bi-weekly, subject to deductions for withholding taxes, other deductions required by law and other amounts authorized by the Superintendent, with the approval of the Board of Education or its designee.



Fringe Benefits: The Superintendent will receive the following fringe benefits:

- A. The Superintendent may take up to 30 vacation days per school year, exclusive of legal holidays, subject to prior notice to the Board's President. The Superintendent may, at her request, be paid on a per diem basis for all unused vacation days up to a maximum of 20 days per year. The Superintendent may carry over her unused vacation days. At the conclusion of this Agreement, the Superintendent will be paid on a per diem basis for any and all unused vacation leave. The Superintendent will have the same paid holidays as provided other District Administrators.
- B. The Superintendent may take up to 12 sick days per school year. The Superintendent may be absent from duty due to personal business to a maximum of 5 days annually, which will be deducted from the 12 days provided annually for illness. The Superintendent may not carry over unused sick days from school year to school year, and the Superintendent will not be compensated for any unused sick days per year.
- C. The Superintendent will be afforded the same medical, dental, and other insurances (including life and disability) available to other administrators employed by the District as such coverage now exists and may be modified from time to time.
- D. The District will pay the Superintendent a transportation allowance of \$7,200 annually.

6. Professional Development: The District will support the Superintendent's professional development by reimbursing for membership charges for professional, and civic, health or welfare organizations proposed annually by the Superintendent and approved annually by the Board. Additionally, the Board may, upon request, pay the Superintendent's reasonable, actual expenses for attending appropriate professional activities and conferences.

7. Expenses: The Board will reimburse the Superintendent for reasonable, actual and necessary expenses incurred on District business. The Superintendent will submit itemized expense statements, on a monthly basis, to the Board for review and approval by the Board President.

8. Other Work and Interests: The Superintendent may not accept other employment or work, or acquire interests, that may be adverse to or otherwise interfere with his/her ability to execute her duties under this Agreement, except with prior notice to and approval by the Board.

9. Evaluation: The Board will evaluate the Superintendent's performance no later than April 1, 2017 and no later than April 1 of each succeeding year. The Superintendent will notify the Board of this deadline in writing, no later than February 1, 2017 and no later than February 1 of each succeeding year. The Superintendent's evaluation will be based on criteria mutually agreed to by the Superintendent and the Board; provided, however, the Board will establish the criteria in the absence of mutual agreement. Upon the Board's consent, the Superintendent may employ, at District expense, an experienced educator to assist in the formulation of realistic goals and objectives to be submitted to the Board of Education for approval.



10. **Indemnification/Hold Harmless:** For any action or non-action taken by the Superintendent, the District agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent, provided the incident arose while the Superintendent was acting within the scope of her employment, such liability coverage is within the authority of the District to provide under state law, and excluding criminal litigation, except that in no case will individual Board members be considered personally liable for indemnifying the superintendent against such demands, claims, suits, actions and legal proceedings. The Superintendent shall immediately notify the Board of any request for indemnification for any claim or action against her. The Board and the District have the right to conduct the defense of any such claim or action and the Superintendent shall fully cooperate with the Board and the District in the defense. The District may purchase liability insurance to cover its responsibilities set forth above. It is understood that the provisions above shall remain applicable and in effect even after the Superintendent terminates her employment with the District.

11. **Termination:** The Superintendent may terminate this Agreement during its term by providing the Board at least 90 days advance written notice. The District shall be entitled to terminate the Superintendent's employment at any time during the term of this Agreement without further obligation or liability to the Superintendent for salary, remuneration or fringe benefits, for just cause. "Just cause" shall specifically include, but not be limited to, actions or omissions of the Superintendent that constitute moral turpitude, misconduct, dishonest, fraud, insubordination, incompetence, material breaches of the terms and conditions of the Agreement, and/or conviction for offenses involving impairment of illegal possession related to drugs or alcohol. The "just -cause" standard for termination of this Agreement during its term shall not apply to non-renewal of this agreement at any interval at which the Boards is required to take action to renew or not renew it, which decision is discretionary with the Board of Education, or upon final expiration of the term of the Agreement.

12. **Arbitration:** The Superintendent and the District agree that any and all claims arising from, or relating to, the Superintendent's employment with the District or this Agreement will be subject to final and binding arbitration according to the American Arbitration Association's National Rules for the Resolution of Employment Disputes. The Superintendent and the District also agree that a judgment on the award of the arbitrator(s) may be entered in any court of competent jurisdiction. The Superintendent and the District acknowledge and agree this paragraph of this Agreement precludes either from filing covered claims in court and, therefore, waive any right to trial by jury otherwise available. The parties agree that the Board's decision to non-renew or otherwise terminate the Superintendent contract under section 11 of this Agreement is not subjected to arbitration.



