

ADMINISTRATIVE EMPLOYMENT CONTRACT
DEARBORN HEIGHTS SCHOOL DISTRICT NO. 7

SUPERINTENDENT OF SCHOOLS

FILE COPY

Copied to
J. Fazer
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THIS AGREEMENT, entered into this 1st day of July, 2015 between the Board of Education of Dearborn Heights School District No. 7, County of Wayne, State of Michigan, (hereinafter referred to as "the Board") and John Fazer, (hereinafter referred to as "the Superintendent").

WHEREAS, the Board of Education, at a meeting held on the 20th day of April, 2015 approved the employment of the Superintendent in accordance with the terms and conditions of this contract; and

WHEREAS, the Superintendent desires to be employed by the Board of Education in accordance with the terms of this contract.

WITNESSETH:

1. **DUTIES:** The Superintendent warrants, represents, and affirms to the School District that he is fully qualified to serve as Superintendent of Schools and agrees to maintain such qualifications in accordance with the laws of the State of Michigan and the rules and regulations of Department of Education. It is further agreed that the Superintendent will not accept employment other than with the Dearborn Heights School District 7, provided, however, that the Superintendent may, with prior approval of the Board President, undertake consultation work, speaking engagements, writing, lecturing, or other professional duties and obligations.

The Superintendent agrees, during the period of this contract, to faithfully perform the duties and obligations in such capacity for the School District including, but not limited to, those duties required by applicable sections of the Revised School Code of 1976, as amended. The Superintendent will act as an advisor to the Board on matters pertaining to the school administration or the School District, and will inform the Board as to administrative actions 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, from time-to-time, and in general will faithfully and diligently fulfill all duties and obligations incumbent upon the executive head of the administrative section of the school system and the School District.

2. **TERM:** The Board agrees to employ John Fazer as Superintendent of Schools for a term commencing July 1, 2015 through June 30, 2018.

3. **EVALUATION:** The Board shall evaluate the Superintendent, at least annually, using the criteria and an evaluation process mutually agreed upon by the Board and the Superintendent that is compliant with provisions of the Michigan School Code. Areas of the Superintendent Evaluation shall include Board Relations, District Administration, Staff Relations, Community Relations, Business and Finance, and Personal Qualities. The Superintendent, in consultation with the Board will develop written performance goals, timelines and progress indicators annually. If Board Goals are developed, the performance goals for the Superintendent should support those goals. At least twice each year, the Superintendent will submit to the Board a self-assessment of his performance, including his progress with respect to performance goals, timelines and indicators of progress.

4. TERMINATION AND NON-RENEWAL OF CONTRACT:

- A. **TERMINATION DURING CONTRACT TERM:** This Contract may be terminated during the contract term for a reason that is not arbitrary or capricious. Notice of charges against the Superintendent deemed sufficient by the Board to constitute a reason that is not arbitrary or capricious for the Superintendent's discharge shall be given in writing to the Superintendent and the Superintendent shall be entitled to appear before the Board to discuss the charges. The Superintendent may be accompanied by an attorney at his own expense at such meeting.

Upon mutual written agreement by the Board and the Superintendent, and upon 30 days prior written notice, this Contract and the employment of the Superintendent may be terminated without penalty or prejudice against the Board, the District or the Superintendent. In this event, the Board shall pay to the Superintendent all remuneration and benefits accrued, but unpaid, during the period of employment prior to such termination.

B. **NON-RENEWAL OF CONTRACT:**

Non-renewal of the Superintendent's Contract shall be governed exclusively by the Michigan School Code, MCL 380.1229(1). The decision for non-renewal of the agreement is at the sole discretion of the Board at its will. The arbitrary or capricious standard in Section 4A, Termination During Contract Term, shall not be applied in any manner whatsoever to the at will standard for non-renewal conditions in this section or the at will standard for contract extension pursuant to paragraph 3.

5. **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.

6. **PROFESSIONAL LIABILITY:** The Board 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 in individual capacity, or in official capacity, as agent and employee of the District, provided the incident arose while acting within the scope of employment but 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 the function as Superintendent and will reimburse 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. This provision will survive the expiration of the Superintendent's individual contract.

7. **BUSINESS EXPENSES.** The Superintendent shall be reimbursed for reasonable and necessary expenditures which are incurred in acting on the business of the School District, including conferences and workshops held in the State of Michigan, and those conferences and workshops held outside the State of Michigan which are approved by the President of the Board of Education. Such expenditures will be reimbursed upon presentation of an itemized and detailed accounting of such expenditures and receipts relating thereto in the form required by the School District and in conformity with applicable laws and the regulations of the Internal Revenue Service.

8. PROFESSIONAL DUES: The District shall pay the Association dues of the Superintendent for 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 approved by the Board.

9. COMPENSATION: The Superintendent's 2015-16 salary shall be \$142,000.00 and shall be payable in equal installments in accordance with the policy of the Board of Education governing the same for its full-time administrative employees. The salary for the two (2) subsequent years shall be at a sum not less than the annual salary for the first year of this agreement. The annual salary shall be paid in equal installments in accordance with the policy of the Board of Education governing payment to professional staff members in the School District.

10. FRINGE BENEFITS: The Board of Education shall provide the Superintendent with the following benefits:

- a) Dental and Vision insurance provided other administrative employees.
- b) Due to current economic conditions, the Superintendent will reject the administrative medical benefit plan, as well as the cash in lieu of benefit option, totaling \$22,762.00.
- c) Life insurance in the amount afforded other administrators.
- d) Long term disability insurance benefits that are provided to other district/building administrators.
- e) Twelve (12) sick days per year to be accumulated up to a total of forty five (45) days.
 - Upon termination of employment with the School District, at one-half (1/2) of the Superintendent's daily rate of pay, based on the salary schedule at the time of termination, will be paid for unused sick days.
- f) Twenty-five (25) vacation days per year. Unused vacation days shall be lost.
- g) Three (3) personal business days per year, which, if not used, will be credited to sick leave.
- h) Observed holidays of central office employees.
- i) Bereavement leave provisions that are provided to other district and building administrators.

11. RETIREMENT BENEFIT: The District will contribute annually (monthly contributions) into a designated 457 Plan/403(b) Plan, based on the Superintendent's salary, an amount equal to the annual MPSERS retirement rate used to calculate qualifying district employee retirement plans.

12. TRANSPORTATION: The Board shall provide the Superintendent with a monthly automobile allowance of Four Hundred (\$400.00) Dollars.

13. TAX SHELTERED ANNUITY/ACCOUNT: The District shall pay and the Superintendent shall receive the amount of Four Hundred (\$400.00) Dollars per month for the purpose of establishing/funding a tax sheltered annuity account. The specific annuity/account will be chosen by the Superintendent.

14. AMENDMENT: This agreement constitutes the entire understanding and agreement of the parties, superseding any prior agreements. No change shall be effective with respect to the terms of this employment agreement unless in writing and signed by both parties.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this 28th day of April, 2015.

BOARD OF EDUCATION OF THE
DEARBORN HEIGHTS SCHOOL DISTRICT NO. 7

By: *Dr. Larry M. Thompson*
President

By: *Vickie H. Brasher*
Secretary

John Fazer
John Fazer

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