

**SCHOOL DISTRICT OF THE CITY OF GARDEN CITY  
WAYNE COUNTY, MICHIGAN  
SUPERINTENDENT'S CONTRACT**

This contract entered into this 1<sup>st</sup> day of July 2018 between the School District of the City of Garden City (herein identified as "School District" or "Board of Education" or "Board") and Derek Fisher (herein identified as "Administrator" or "Superintendent").

Because the Board of Education approved the continued employment of the Administrator as Superintendent in accordance with the terms and conditions of this contract, and the Administrator desires to be employed by the Board of Education in accordance with the terms and conditions of this contract, the parties in consideration of the mutual promises contained in this contract, agree to the following:

1. **TERM.** This contract shall take effect on the 1<sup>st</sup> day of July, 2018, and continue in force through the 30<sup>th</sup> day of June, 2022, subject to extension and termination as provided in Paragraphs 4 and 10.
2. **DUTIES.** The Superintendent represents that he or she meets all Michigan requirements and the qualifications established by the Board of Education for this administrative position. The Superintendent agrees to exclusively perform the duties of Superintendent of Schools of the District as those duties are set forth in the statutes of the State of Michigan and in accordance with the job description for the Superintendent as it may now exist, or as it may be adopted or modified during the term of this Agreement by the Board; and in accordance with the By-Laws and Policies, Rules and Regulations of the District, as such may now exist or as such may from time to time during the term of this Agreement be adopted and/or modified by the Board.

The Superintendent agrees to exclusively devote his full time and effort to the job of Superintendent of Schools. The Superintendent agrees to perform the duties of Superintendent in a competent and professional manner in compliance with the laws applicable to the District, the policies and regulations adopted by the Board of Education, and all other lawful directives given by the Board. The Superintendent shall serve as Chief Executive Officer and Chief Administrative Officer of the Board. In addition to the general duties set forth above and as established by the District policies and regulations, the Superintendent shall:

- a. Advise the Board of Education on matters pertaining to the school administration or to the District and promptly report to the Board of Education all facts and information that would materially affect the business of the District.
- b. Make himself available and accessible to the members of the Board of Education, the members of the administrative staff of the District, and citizens of the District. In determining "availability" and "accessibility," consideration shall be given to the Superintendent's role as the chief

executive officer of the District and the propriety of delegating functions to his staff.

- c. Attend each meeting of the Board of Education unless excused by the Board President or his/her designee or excluded from a closed meeting.
- d. Serve as ex officio non-voting member of each committee of the Board of Education.
- e. Attend and participate in District functions, or on occasion, other civic activities having relation to the District's interests within the community serviced by the District. The time expended in attending such meetings and activities has been taken into account in setting the aforesaid salary and, thus, no additional compensation shall be made for such attendances.

**3. EVALUATION.** Annually, no later than the last day of December 31<sup>st</sup> of each year during the term of this contract, the Board of Education shall review with the Superintendent his or her performance as Superintendent. The Superintendent shall remind the Board of Education of this responsibility in a timely manner. Should it be concluded that the performance of the Superintendent is unsatisfactory in any respect, specific shortcomings shall be identified in writing with accompanying written suggestions for improvement.

**4. EXTENSION.** This contract may be extended either by option of the Board of Education or by operation of law, as follows:

a. Board Option. The Board of Education, no later than the 1<sup>st</sup> day of April of each year during the term of this contract, may extend the contract for an additional one-year period. In exercising this option, the Board of Education also shall establish the annual salary to be paid to the Superintendent for the school year included in the extension. All other terms and conditions of this contract shall remain unchanged. The Board of Education in its sole discretion and with or without cause may decline to extend this contract for an additional year.

i. The board agrees to notify the Superintendent no later than January 31<sup>st</sup> of **2021** if it will not be extending this agreement by an additional year.

ii. The Superintendent shall notify the Board of Education of the timeline for contract extension in December of each year of this contract.

b. Operation of Law. Unless the Board of Education gives written notice of nonrenewal of this contract to the Superintendent at least 90 days before the contract's termination date, this contract will, without further action, be automatically renewed for an additional one-year period as provided by Public Act 183 of 1979. The Superintendent annually shall advise the Board of Education of this obligation during the month of February.

**5. TENURE EXCLUSION.** This contract does not confer tenure upon the Superintendent in the position of Superintendent or any other administrative position in the district.

6. **COMPENSATION.** The Board of Education shall pay to the Superintendent an annual salary of \$130,000 dollars for the school years 2018 to 2022. The salary shall be paid in equal biweekly installments in accordance with the payroll established by the Board of Education governing its full-time district administrative employees. If salary reductions are deemed financially necessary, the Board of Education retains the right reopen this contract to negotiate a mutually agreeable wage reduction during the continuation of this contract. Should the district's collective bargaining groups receive salary increases, the board recognizes that the superintendent may request to reopen this contract to negotiate a wage increase.
  
7. **INSURANCE BENEFITS.** During the term of this contract, the Superintendent shall receive the insurance benefits (health, dental, vision, life, and short and long term disability) provided by the school district to full-time, professional administrative staff on the same basis as available to those staff members in accord with the Board of Education policy and subject to the following limitations: first, this paragraph excludes any insurance benefit specifically set forth in this contract; and second, such insurance benefits are subject to change at any time on the same basis as changed for full-time, professional administrative staff.
  
8. **OTHER BENEFITS.** The Superintendent is entitled to the following specific benefits:
  - a. The parties agree that the Superintendent was allowed to carry over as described below sick days, vacation days, and other leave days accrued while he was a school Principal:
    - i. The monetary value of all unused sick leave and vacation days accumulated as a building administrator in the District shall remain frozen for purposes of retirement/severance from the district subject to the provisions stipulated in the 2014-15 agreement governing the building administrators.
    - ii. In the event that the Superintendent becomes medically unable to work and has exhausted his sick leave time, the unused abovementioned frozen days may be unfrozen and used for medically necessary sick leave at their earned monetary value.
  
  - b. Vacation Days: The Superintendent shall be entitled to thirty paid vacation days per year. Vacations extending beyond ten (10) consecutive workdays shall require Board approval. Upon severance from the district, the Superintendent shall be entitled to per diem total salary compensation for all accrued but unused vacation days up to 35 days. The Superintendent shall not be required to use accrued but unused vacation days in lieu of work-days prior to severance from the district. During each contract year the administrator shall have the option to have the district purchase from him up to a maximum of fifteen (15) unused but accrued vacation days at his current per diem rate.
  
  - c. Holidays: The following paid holidays shall be provided each year of this agreement: Independence Day (if that holiday falls on Tuesday or Thursday, the

previous Monday or the following Friday shall also be paid holidays); Labor Day; Thanksgiving Day, the Friday following Thanksgiving Day; Christmas Eve Day; Christmas Day; New Year's Eve Day; New Year's Day; Good Friday; Easter Monday; and Memorial Day. The Superintendent is expected to be on call during the Winter, Mid-Winter and Spring recesses in the event these days are not taken as vacation days.

- d. Sick Leave: The Superintendent shall be provided with the same sick leave benefits available to other administrators employed by the School District. Any unused sick days will not be paid out upon termination. Upon retirement, the Superintendent's unused sick days will be paid out in a manner consistent with the current Garden City Administrators Association's collective bargaining agreement.
  - e. Memberships and Conference Attendance: Annual membership dues for the Garden City Kiwanis and Garden City Rotary and one National and one State association. Attendance at state and regional meetings or conferences shall be paid by the district.
  - f. Monthly Allowance of \$200 (\$2,400) per year for work related within county travel expenses in lieu of mileage reimbursement. It is understood that the Superintendent will be reimbursed for travel expenses for work related travel outside of Wayne County at the IRS rate.
  - g. Flexible Spending Program: The Board shall establish a flexible spending program for the purpose of allowing the Superintendent to contribute tax-free to a flexible spending account for the purpose of reimbursement of medical expenses of his spouse, dependent(s) and/or himself not covered by the district's medical and dental programs. Such program shall meet all IRS regulations.
  - h. Fund Balance: It is agreed that the Superintendent shall receive the same Fund Balance Benefit afforded to the district's collective bargaining group(s). This benefit is contingent upon an 8% minimum fund balance and both the formula and method of payment, will be consistent with the association(s) receiving this benefit.
9. **TERMINATION**. If, at any time, the Superintendent fails to maintain the credentials and qualifications for the position of superintendent as required by this contract, the contract shall automatically terminate. The Superintendent may be discharged and this contract terminated at any time for cause, including failure to uphold any Board of Education bylaw, policy, or regulation. If the Superintendent is terminated for cause, there will be no payout for the remaining time of this contract. If the Superintendent is terminated without cause, the district agrees to a six month severance package that includes wages and insurance.

Surrender of Materials on Termination. The Superintendent agrees to deliver to the School District, on the date employment terminates (or immediately upon written request), all documents and things in his possession, custody, or control pertaining to the operations of

the School District including security ID, office keys, computer, credit cards, files, documents, lists, programs and software, flash drives, or information or equipment of the District that he has in his custody or control. The Superintendent further agrees that he will disclose to the District all passwords necessary or desirable to enable the District to access all information which the Superintendent has password protected on any of the District's computer equipment or on its computer network or system.

- 10. INDEMNIFICATION.** The School District shall indemnify and hold harmless the Superintendent from and against any loss, expense, damage or injury suffered or sustained by the Superintendent by reason of any acts, omissions, or alleged acts or omissions in his capacity as Superintendent arising out of his activities on behalf of the School District, including but not limited to, any judgment, award, settlement, reasonable attorney's fees and other actions, proceeding or claims; provided, that the acts or alleged acts or omissions upon which such actual or threatened action, proceeding or claims are based were in good faith and were not performed or omitted fraudulently or in bad faith or as a result of wanton and willful misconduct or gross negligence.
- 11. SEVERABILITY.** If any provision of this contract is ruled illegal or unenforceable by a court of competent jurisdiction, the remainder of the contract not affected by the ruling shall remain valid and in effect.
- 12. DISPUTE RESOLUTION.** In the event of a dispute between parties relating to any provision of this Agreement, or a dispute concerning any of the parties' rights or obligations as defined pursuant to the Agreement, the parties hereby agree to submit such to binding arbitration. Unless otherwise agreed to in writing, such arbitration shall be conducted under the labor arbitration rules of, and administered by, the American Arbitration Association ("AAA") for employment disputes which shall include discovery and subpoena powers. The parties agree that discovery shall be limited to no more than two (2) depositions by each party and there will be no written discovery. If the parties fail to agree upon any of the persons named in this initial list provided by the AAA, if those named decline or are unable to act, or if for any other reason the appointment cannot be made from the submitted lists, the administrator shall submit no less than three (3) additional lists until a mutually acceptable Arbitrator is selected. If the parties do not agree to an Arbitrator after the submission of no less than three (3) lists, the administrator shall submit a final list of three (3) arbitrators drawn from the entire labor arbitrator panel. The parties shall then rank the arbitrators from one (1) to three (3). The Arbitrator with the lowest number, calculated by adding the rankings together, shall then be appointed. The arbitrator's fee and the expense of the American Arbitration Association shall be mutually shared by both parties. All parties are entitled to have representation of their own designation; however each party shall be responsible for the fees and costs of such respective representation
- 13. GOVERNING LAW.** This contract is governed by and shall be interpreted in accord with the law of the State of Michigan.
- 14. ENTIRE AGREEMENT.** This Agreement is the parties' entire agreement and supersedes any other prior or contemporaneous agreement, written or verbal. This Agreement may

not be modified or rescinded except by another written agreement, approved by the Board in a public meeting, and signed by both parties.

We, the parties to this Superintendent's Employment Contract, sign our names and execute this contract as of the day and year written in the opening paragraph.

FOR THE BOARD OF EDUCATION:

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

BY THE SUPERINTENDENT:

  
\_\_\_\_\_  
Derek Fisher

Dated: July 16, 2018

24732252.1\032156-00123

ADDENDUM TO SUPERINTENDENT'S CONTRACT

This document serves as an addendum to an Agreement (hereinafter referred to as "original stated contract"), dated July 1, 2018, between the School District of the City of Garden City (herein identified as "School District" or "Board of Education" or "Board") and Derek Fisher (herein identified as "Administrator" or "Superintendent").

WHEREAS, the parties wish to modify the terms of the original stated contract as set forth herein.

NOW THEREFORE, in consideration of the mutual promises herein, the parties, intending to be legally bound, hereby agree the following additional terms and conditions of the stated contract.

1. Modification: Effective July 1, 2019 the Superintendent's base salary shall be increased by 2% (to a total of \$132,600).
2. Modification: The Board agrees to an annual deferred compensation payment of \$1,300.
3. The parties reaffirm no other terms of the original stated contract are negated or changed as a result of this addendum.

FOR THE BOARD OF EDUCATION:

BY THE SUPERINTENDENT:

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Derek Fisher

  
\_\_\_\_\_  
Secretary

Dated: 7-22-19