

Employment Contract

**Employment Contract
Between
Matthew J. Schmidt
And the Board of Education
Of the Bangor Township School District**

This agreement is made and entered into this 1st day of July 1, 2017, by and between the Bangor Township School District, with offices at 3359 E. Midland Road, Bay City, Michigan 48706, hereinafter called the "School District" and Matthew J. Schmidt as superintendent, hereinafter called the "Employee."

1. ACTIVE EMPLOYMENT

- a. The School District hereby employs Employee and the Employee hereby accepts employment under the terms and conditions set forth in this agreement.

2. TERM

- a. The School District hires and employs the Employee for a period commencing on the 1st day of July, 2017, and ending on the 30th day of June 2022. This is expressly subject to the provisions of Paragraph 3.

3. RENEWAL

- a. This Agreement may be renewed or extended by the School District for an additional year. This Agreement is for the period set forth only, but may be renewed upon agreement of the parties. In the event, however, that the evaluation (see, Para D) of the Superintendent is satisfactory to the Board, this Agreement shall be extended for an additional one year period.
- b. The District shall comply with the School Code, M.C.L.A. 380.1229, which is incorporated herein. At least ninety (90) days prior to the expiration of the contract, the District shall provide notice of nonrenewal. The Employee shall be given an opportunity to meet with the Board to discuss the nonrenewal.
- c. This contract is for the period set forth. Any renewal or extension or continuance is expressly at the will of either party. During the term of the contract, this contract may be terminated for "good cause" as generally set forth in the policies and guidelines of the District. Termination for cause may be provided, including for, but not limited to, acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, or if the Employee materially breaches the terms or conditions of the this Contract, or materially violates Board Policy, Bylaws. The foregoing standards for termination of this Contract during its term shall not be applicable to non-renewal of this Contract at the expiration of its term, which

decision is discretionary with the Board of Education in accordance with requirements of the revised School Code.

4. COMPENSATION

- a. The School District hereby agrees to pay to the Employee based upon an annual salary of \$150,000. Said salary shall be paid in twenty-six (26) equal bi-weekly installments by the School District to the Employee with said salary being effective at the commencement of the employment pursuant to this agreement.
- b. The Employee's base salary is established on 223 work days per year, and additional days shall be compensated at a per diem rate or as mutually agreed upon by the Superintendent and Board

5. DUTIES

- a. The Employee hereby accepts employment as superintendent for the term set forth, subject to all the terms, conditions, promises, agreements and salary as herein provided, including the responsibilities and provisions of Paragraph 7, and further subject to applicable law, statutes, rules, regulations, administrative procedures and policies of the School District, and agrees to faithfully perform and apply his/her best efforts to the duties of the position designated herein for the term of this Contract.

6. MEETINGS AND CONFERENCES

- a. The Employee may, upon the prior approval of the board, attend appropriate professional meetings, conferences, workshops, or speaking engagements at the local, state and national level on behalf of the School District and which may require the Employee to be absent from the School District during normal work hours or days. Reasonable expenses as set out by the School District and incurred while attending meetings, conferences, or workshops as a representative or agent of the School District will be paid directly by the School District or will be reimbursed to the Employee upon presentation of an itemized accounting of such expenses in accordance with Board Policy and applicable law.

7. RESPONSIBILITIES

- a. The responsibilities of this position are defined in the job description position of Superintendent and/or as otherwise directed by the Board of Education. Employee is subject, during the term of this Contract, to assignment and transfer to another position of administrative employment in the School District at the discretion of the Board. The Board, in its sole discretion, reserves the right to assign such other duties or additional responsibilities as they may direct and may add to, delete from and/or to amend such job description, rules, regulations and the administrative procedures, policies, or organization structure, at any time.

8. EVALUATION

- a. The School District shall evaluate the performance of the Employee, not less than annually, in accordance with the School Code/policies, procedures, guidelines, objectives and goals as adopted by the School District, and which are provided to the Employee.

9. BENEFITS

During continuance of this Agreement, the School District will provide:

- a. Professional Memberships: Membership dues for the Employee in professional educational organizations or additional educational or professional memberships as may be approved by the Board if in the best interests of the School District.
- b. Sick Leave: Sick leave applies only to absences resulting from illness or injury to the employee. The amount of sick leave accumulated at the rate of twelve (12) days per year, these days can accumulate up to one hundred fifteen (115) days. The Superintendent shall be entitled to these twelve (12) sick days, to be used in advance, if necessary, for the first year. A maximum of twelve (12) days per year for illness in the immediate family living in the same household may be chargeable against sick leave allowances. A payment for unused accumulated sick days, payable at the rate of \$100 per day for each unused day of accumulative sick leave, but not to exceed \$10,000 will be paid upon retirement or resignation from the district.
- c. Personal Days: Application for personal business days will be made to the Board or its designee at least twenty-four (24) hours in advance. If the urgency of the leave is of such a nature that the request in writing is not practical, verbal notice will be sufficient and the written request will be submitted to the Board or its designee upon return from leave. The decision of the Board on the justification of business days will be final and not subject to the appeal procedure.
- d. Insurance: Insurance listed below is subject to change with 60 days' notice of the Board and should be similar to that of other administrators and supervisors within the district.

Option A: MESSA ABC Plan 1 with MESA ABC Rx: In Deductible \$1,350 1P; \$2,700 2P & FF; Dental 75/75/75 with \$1,500 annual maximum. VSP 3 Gold Vision; Life Insurance (2x salary). LTD 66 2/3%. Those choosing option A insurance protection will contribute 20% per year of the total cost of the employee's insurance package or will be required to pay the difference between the annual premium and the "hard cap" established by state law. This option will be determined by the Board. The ability to consider and select other insurance packages that will be economically beneficial to the employee and/or the district may be chosen if mutually agreed upon between the board and the employee.

Option B: This option will have a \$6,000 cash option annually. The annual premium for Dental 75/75/75/75; VSP 3 Gold; Life Insurance (2x salary); and LTD 66 2/3% will be deducted from this amount and will be paid over 18 pay periods beginning after the September open enrollment period.

e. Work Schedules: Each employee's work schedule shall be based upon a 12 month/52 week work year beginning July 1 and ending June 30 of each year. The administrator shall work, at a minimum, the designated schedule for his/her position.

Unused vacation days may be carried over with Board permission, but shall not be allowed to accumulate more than thirty (30) days. Unused vacation days shall be paid out at the daily rate at the time of separation from employment.

f. Holidays: Ten (10) paid holidays: Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Good Friday, and Memorial Day. If the holiday falls on the weekend, the day shall be taken in accordance with the District holiday schedule.

g. Work Coverage: Employees shall be present at work covering no less than the period when the classes in the facility for which they are responsible are in session and their staff is present, unless preapproved by the board. Employees shall also be present at school related and/or sponsored programs, activities, conferences, meetings, events, and other functions outside of the regular school day as reasonably requested by the board.

h. Tuition: The Employee may receive reimbursement for up to twelve (12) hours of tuition for courses necessary for professional improvement, including those required for continuing education, so long as such courses are approved in advance, by the Board.

i. Retirement Payment: Resigning or retiring from employment with the district will receive a one-time lump sum payment of \$5,000. The Employee must have 5 years' service with Bangor Township Schools.

j. Bereavement: Three (3) paid days shall be allowed for leave in the event of a death in the immediate family. Immediate family will be defined as parent, guardian, husband, wife, child, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, or dependent of the immediate household. One (1) paid day will be allowed for aunt or uncle, except where the employee has legal and family responsibilities connected with said death. If needed, additional time may be granted at the discretion of the board or its designee.

k. Conferences: Employee shall be entitled to attend one national level educational conference every other year at the district's expense with approval of the board or its designee.

- I. Travel: The Employee shall be reimbursed for actual expenses, including meals, travel and other allocated expense relating to his/her duties. These expenses are subject to IRS reporting and documentation requirements and must be documented in writing and as required by Board Policy.

10. EARLY TERMINATION BY SUPERINTENDENT

- a. In the event that the superintendent shall resign to accept another position, prior to the expiration date of this agreement, the superintendent acknowledges that the District will incur expenses of replacement, including likely expenses of providing for an interim superintendent, costs of search for a suitable replacement and other expenses, and therefore, superintendent agrees to reimburse the District toward the estimated costs of such inconvenience and expense in the amount of Eight Thousand (\$8,000) Dollars, as liquidated damages for such early termination. Such amount shall be paid and reimbursed to the District prior to the last day of employment. This provision does not apply if the superintendent either retires or leaves due to medical reasons.

11. TENURE

- a. This position shall not be deemed subject to tenure benefits and the Employee shall not be entitled to tenure in this or any other administrative capacity with the District, other than that of classroom teacher, if eligible, consistent with the terms of the Michigan Teacher Tenure Act. Any decision of the Board to not continue or renew the employment of the Superintendent, in any capacity, other than that of a classroom teacher (if eligible under the Michigan Teacher Tenure Act), shall not be deemed a breach of this Agreement, or a discharge or demotion within the provisions of the Tenure Act.

12. AMENDMENT AND ENTIRE AGREEMENT

- a. This Agreement contains all the agreements and conditions made between the parties hereto, supersedes any prior agreements and may not be modified orally or in any other manner than by an agreement in writing signed by the parties.

13. NOTICES

- a. All notices to be given hereunder by either party shall be in writing and given by personal delivery or certified mail to the parties at the addresses as hereinafter set forth. For purposes of calculating time periods under the provisions of this agreement, notice shall be deemed effective upon mailing or personal delivery, whichever is applicable.

14. USAGE

- a. When applicable, pronouns and relative words shall be read as plural, feminine or neuter, respectively.

15. DUPLICATE ORIGINAL COPIES

a. This agreement is executed in duplicate original copies, one of which shall be retained by the School District and one by the Employee, each of which shall be deemed to be an original but all of which shall be construed as one document.

16. GOVERNING LAW

a. This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Michigan.

17. ACKNOWLEDGMENT AND TIME OF THE ESSENCE

a. Each party acknowledges that they have read this agreement and agree to the terms and conditions herein contained and further agree that time shall be deemed of the very essence of this agreement.

18. PARAGRAPH HEADING

a. The paragraph headings appearing in this agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the paragraph to which they appertain.

b. IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

BANGOR TOWNSHIP SCHOOL DISTRICT

Richard J. Kowalski
President, Board of Education

Melissa Kaczmarek
Secretary, Board of Education

SUPERINTENDENT:

Matthew J. Schmidt

Dated: _____