

**FARMINGTON PUBLIC SCHOOLS  
SUPERINTENDENT EMPLOYMENT CONTRACT**

THIS CONTRACT OF EMPLOYMENT is entered into by and between the Farmington Public Schools Board of Education, hereinafter referred to as the "Board", and Robert C. Herrera, Ed.D., hereinafter referred to as "Superintendent".

WHEREAS, the Board, in a meeting held on June 4, 2019, approved the employment of the Superintendent in accordance with the terms and conditions of this contract, and the Superintendent desires to be employed by the Board 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. CONTRACT PERIOD**

This contract shall take effect on July 1, 2019 and continue in force through June 30, 2022 subject to extension and early termination as provided in paragraphs 9 and 10, respectively.

**2. DUTIES AND QUALIFICATIONS**

The Superintendent represents that they possess, hold and will maintain all certificates, credentials and qualifications required by law, including the provisions of Sections 1246 and 1536 of the Revised School Code, the regulations of the Michigan Department of Education, and those required by the Board of Education to serve in the position assigned. The Superintendent agrees, as a condition of continued employment, to meet all certification and continuing education requirements for the position assigned, as are and may be required by law or by the Michigan Board of Education. If at any time the Superintendent fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

The Superintendent agrees to devote all talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. The Superintendent agrees to faithfully perform those duties assigned by the Board of Education and to comply with the directives of the Board of Education with respect thereto. The Superintendent further agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations, and by the Board of Education, to carry out the educational programs and policies of the School District during the entire term of this Contract. The Superintendent agrees to devote substantially all of business time, attention and services to the diligent, faithful and competent discharge of duties on behalf of the School District to enhance the operation of the School District and agrees to use best efforts to maintain and improve the quality of the programs and services of the School District. Among other duties, Superintendent shall prepare the agenda for each Board of Education meeting in consultation with the President of the Board or the President's delegate and forward same to each member of the Board of Education, along with his recommendations and supporting documentation on each agenda item, sufficiently in advance of the meeting so that members can assimilate such

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Information prior to the meeting.

### **3. COMPENSATION**

The Board agrees to pay the Superintendent an annual salary of \$195,000 for services during each year of the contract. The Board retains the right to adjust upward the annual salary of the Superintendent based on performance. In addition to this annual salary, the Board shall contribute \$5000 as an employer non-elective contribution annually on the Superintendent's behalf to a tax-deferred annuity plan as remuneration for services rendered. If the Superintendent's employment terminates prior to the end of a school fiscal year, the School District's annual contribution shall be pro-rated for that school fiscal year.

**MERIT COMPENSATION.** The Superintendent shall be eligible for merit compensation based upon the rating in the annual performance evaluation as follows: \$4000 will be paid if rated Highly Effective, \$2000 will be paid if rated Effective, and no stipend shall be paid if rated Minimally Effective or Ineffective. The payment shall occur in the pay period after the annual evaluation is completed.

### **4. EVALUATION**

The Board will evaluate the Superintendent's performance at least annually and in writing, using an evaluation instrument with multiple rating categories, that takes into account data on student growth as a significant factor and established performance goals, and that is mutually agreeable, provided that the Board will establish the evaluation instrument and criteria in the absence of agreement.

### **5. WORK YEAR**

The Superintendent will perform his duties over the full twelve (12) months of the district fiscal year, being July 1 through June 30, less applicable vacation, leave and holidays. Superintendent will attend meetings of the Board of Education and its committees, as requested by the Board of Education, and will attend activities related to Farmington Public Schools interest inside and outside the community. The time expended in attending such meetings, activities and functions has been taken into account in setting the salary so that no additional compensation will be paid for such activities.

### **6. TENURE EXCLUSION**

The Superintendent shall not acquire tenure as an administrator in the position of Superintendent or in any other non-classroom position to which the Superintendent may be assigned.

### **7. CONFLICT OF INTEREST**

The Superintendent will faithfully serve the District and its best interests to the extent required by this Agreement and by law. They will not, directly or indirectly, act, acquire or otherwise possess or pursue any interest adverse to the District. In the event a given act or interest even appears to be in conflict with the interests of Farmington Public Schools, the Superintendent shall disclose the conflict of interest to the Board of Education for its review and disposition.

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**8. PROFESSIONAL GROWTH**

- a. The Superintendent may attend appropriate professional education meetings at the local, state, and national levels and shall be reimbursed for reasonable and necessary receipted expenses in connection with such meetings. Prior approval from the Board shall be required for meetings at the national level.
- b. The parties recognize that relevant courses of a continuing education nature, whether at a college, university, or otherwise, may be beneficial. The Board will reimburse the Superintendent for courses necessary to satisfy the continuing education requirements established by Michigan law and regulations, provided the Superintendent receives a grade of "B" or better; with such reimbursement to cover tuition, books, and fees for courses to a maximum of \$4000 annually.
- c. The Superintendent may not undertake consultative work, speaking engagements, writing, lecturing or other duties and obligations when such activities would in any manner impinge upon time and effort required to be exerted by Superintendent in the discharge of responsibilities under this Contract, unless the Board of Education gives prior consent to such activities. When such outside activities require the Superintendent to be absent during the regularly scheduled work hours, the Superintendent shall use vacation leave to perform such activities and may retain any honorarium paid. In no case will the district be responsible for any expense related to the performance of outside activities.

**9. 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 June 30 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.
- b. *Operation of Law.* Unless the Board of Education gives written notice of non-renewal 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, now being MCL



380.1229. The Superintendent shall advise the Board of Education of this obligation in December if the contract terminates at the end of that school year and the Board shall conduct the evaluation of the Superintendent prior to March 30 of that year.

**10. TERMINATION**

The Superintendent shall be subject to discharge only for reasons that are not arbitrary and capricious. If the Board proposes to discharge the Superintendent, it shall provide the Superintendent with a written notice of the basis for the discharge. It shall also permit the Superintendent to have a hearing before the Board. If the Superintendent chooses to be accompanied by legal counsel at the hearing, all fees related to the Superintendent's legal counsel shall be the sole responsibility of the Superintendent.

**11. OTHER BENEFITS**

- a. **Fringe Benefits.** The Superintendent will be provided the health, cash in lieu, dental, vision, and LTD insurance benefits provided in the Executive Administrative Unit Personnel Manual, subject to policy limits and other constraints in negotiated group plans or other restrictions in the benefits at the time they are due.
- b. **Car Allowance.** The Superintendent shall receive a car allowance of \$500 per month which will cover all expenses of miles driven required in the performance of official duties during employment under this contract.
- c. **Life Insurance.** The Board will pay the premium for a term life insurance policy on the Superintendent's life with a death benefit of two times annual base salary. The Superintendent is responsible for completion of all forms and requirements needed to receive the above-described insurance coverage. The Board, by payment of the premiums required to provide this benefit described in this sub-paragraph, will be relieved from all liabilities with respect to the benefits provided. The failure of an insurance company to provide a benefit or benefits, for any reason, will not result in any liability to the Board and will not be considered a breach by the Board of this or any other agreement.
- d. **Vacation and Holidays.** The Superintendent is granted 25 vacation days per year which may be taken upon advance written notice to the Board President. They shall get approval from the Board before taking a vacation of two weeks or more. Vacation days must be used in the contract year in which they are earned except that a maximum 10 days may be carried over from one year to the next. The Superintendent may never accumulate more than 35 vacation days. Unused days shall be paid for on a per diem basis for up to 35 accumulated vacation days upon termination of employment. Annual Leave Days, Bereavement, Personal Days, and Holidays granted shall be same as granted to other Executive Administrative Unit personnel.



e. **Payment of Professional Dues.** The fees and dues for membership in two professional organizations such as MASA and AASA and dues and fees for membership in two local organizations shall be paid by the Board.

f. **Liability Coverage.** The Board will maintain legal liability errors and omissions insurance and general liability insurance which covers employees, including the Superintendent, subject to the policy's terms, exclusions and limits, which are all subject to modification from time to time. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of the superintendent. The sole obligation undertaken by the Board shall be limited to the payment of the premium amounts for the errors and omissions coverage.

## **12. PHYSICAL EXAMINATION**

The Superintendent agrees to have a comprehensive medical examination at any point wherein there is a legitimate basis to question fitness for duty as determined by the Board President. The Superintendent agrees to supply the Board of Education with a doctor's verification of such, as previously specified. It is agreed that the doctor's verification shall be treated as confidential information by the Board of Education.

## **13. DISABILITY**

Should the Superintendent be unable to perform any or all of the duties outlined herein by reason of illness, accident, or other causes beyond the individual's control for period in excess of their accumulated sick leave and unused vacation time, the Board of Education may in its discretion make a proportionate deduction from the salary hereinbefore stipulated. If such a disability continues for more than one year or if said disability is considered permanent, irreparable, or of such a nature as to make performance of their duties impossible, the Board of Education may, at its option, terminate this agreement whereupon the respective duties, rights, and obligation hereunder shall terminate. Death of the Superintendent terminates this contract.

## **14. RETIREMENT INCENTIVE**

Except as otherwise agreed by the parties in writing, the superintendent shall not be eligible to accept early retirement incentives or buyouts extended by the Board to other employees during the term of this Agreement.

## **15. RELOCATION ALLOWANCE**

The Board shall pay up to \$4000 for expense incurred by the Superintendent to relocate from the present residence to a residence within the district borders within 24 months (June 30, 2021) upon presentation of receipts to the business office.

## **16. RESIGNATION**

The Superintendent agrees to give one hundred twenty (120) days written notice to the Board

of intention to terminate this agreement.

**17. LIMITATION OF ACTIONS AND ARBITRATION**

The Superintendent agrees that any claim arising out of the Superintendent's employment with the Board must be filed no more than six (6) months after the date of the employment action that is the subject of the claim. The Superintendent understands that the statute of limitations for claims arising out of an employment action may be longer than six (6) months, but agrees to be bound by the six (6) month period of limitation set forth herein and waives any statute of limitations to the contrary. Should a court of competent jurisdiction determine that this provision allows an unreasonably short period of time to pursue a claim, it is the intent of the parties that the court enforce this provision to the extent possible.

In the event of a dispute between the parties relating to any provision of this Contract, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this Contract, the parties hereby agree to submit such to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association. Arbitration under this provision shall be conducted pursuant to the terms of the Michigan Arbitration Act, MCL 600.5001 *et seq* and MCR 3.602.

The parties intend that this process of dispute resolution shall be inclusive of all contract and statutory claims advanced by Superintendent, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. However, this agreement to arbitrate does not restrict the Superintendent from filing a claim or charge with any state or federal agency (such as the Equal Employment Opportunity Commission or the Michigan Department of Civil Rights), and does not apply to any claims for unemployment compensation or workers' compensation which may be brought by Superintendent. Instead, this agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings.

This agreement to arbitrate means that the Superintendent is waiving their right to adjudicate breach of contract and discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, the Superintendent shall have the right to representation by counsel of their choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery and the right to a fair hearing. However, the Superintendent, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.

The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and Superintendent, subject to the right of the Superintendent to seek to tax such fees as costs against the Board. Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within six (6) months of the alleged breach of contract or employment action. The Decision and

Award of the arbitrator shall be final and binding and judgment thereon may be entered in the Oakland County Circuit Court, pursuant to MCL 600.5001.

**18. WAIVER OF BREACH**

The Board does not waive any breach of any provision of this Agreement except in writing. Such a waiver does not waive future breaches.

**19. TOTALITY OF TERMS**

This Agreement contains all of the terms agreed to by the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter whether oral or written.

**20. SEVERABILITY**

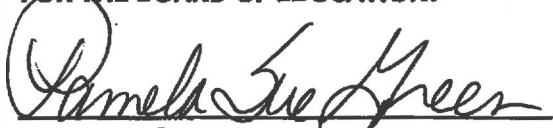
If any provision or segment of this Agreement shall be determined by a court of competent jurisdiction to be unlawful and/or unenforceable, then such provision or segment shall be deemed to be severed from the remainder of the Agreement and the Agreement shall otherwise be in full force and effect.

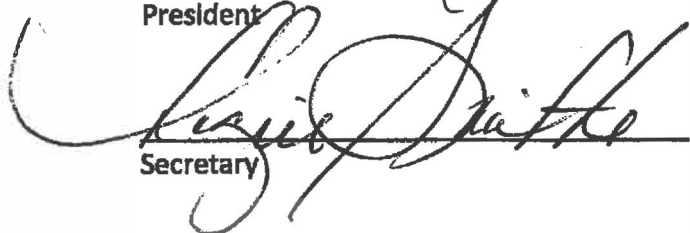
**21. GOVERNING LAW**

This Agreement is governed by the laws of the state of Michigan.


**IN WITNESS WHEREOF** the parties hereto set their hand on this date.

**FOR THE BOARD OF EDUCATION:**

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

**BY THE SUPERINTENDENT:**

  
\_\_\_\_\_  
Superintendent

6/17/19  
\_\_\_\_\_  
Date