

ADDENDUM TO SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

This Addendum to Superintendent's Contract of Employment ("Addendum") is entered into by and between the Reed City Area Public Schools Board of Education (the "Board") and Michael Sweet ("Superintendent") (collectively the "Parties"), pursuant to and in accordance with the provisions of paragraph 16 of the Superintendent's Contract of Employment.

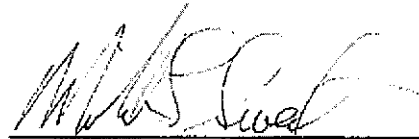
The Board and Superintendent agree as follows:

1. Except as provided herein, this Addendum is intended to supplement, not replace, the terms and conditions of the Contract.
2. The Contract term identified in paragraph 1 of the Contract ("Term") shall be extended and will expire on June 30, 2025.
3. Paragraph 4(A) of the Contract shall be amended to state:
Board Option. The Board of Education, no later than December 31, 2024 and each year thereafter, 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 Administrator 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 one-year period.
4. Paragraph 6 of the Contract shall be amended to increase the Superintendent's annual salary to One Hundred and Fifteen Thousand dollars (\$115,000), on a prorated basis, for the remainder of the 2021-22 school year, effective January 1, 2022. The Board will establish the Superintendent's annual salary for each successor school year under this Contract before July 1 of each school year. The annual salary for each successor school year will not be less than the annual salary for the preceding school year.
5. If the Superintendent receives an effective or highly effective rating during the Board's annual evaluation each year, the Board shall pay five thousand dollars (\$5000) into an annuity fund identified by the Superintendent.

6. The Parties agree that all other terms of the Contract not addressed in this Addendum shall continue.
7. The Contract is amended effective December 13, 2021.

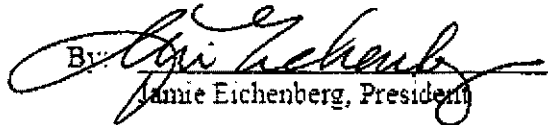
IN WITNESS THEREOF, the Parties hereto have executed this Agreement, both having and exercising their respective authority:

Dated: 12/13, 2021

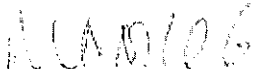
By: 
Michael L. Sweet

**REED CITY AREA SCHOOLS
BOARD OF EDUCATION**

Date: 12/13, 2021

By: 
Jamie Eichenberg, President

Date: 12/13, 2021

By: 
Nicole Quinn, Secretary



**REED CITY AREA PUBLIC SCHOOLS
SUPERINTENDENT CONTRACT
Michael Sweet**

THIS CONTRACT is entered into on July 1, 2020 between the Board of Education of the Reed City Area Public School District, referred to as the "Board" and Michael Sweet referred to as "Superintendent" or "Administrator" in this contract.

1. **TERM.** This contract shall take effect on July 1, 2020 and continue in force through June 30, 2022 subject to extension and early termination as provided in paragraphs 4 and 12, respectively.

2. **DUTIES.** The Administrator represents that he/she possesses, holds 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 Administrator agrees, as a condition of his/her 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 Administrator 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 Administrator agrees to devote his/her talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. The Administrator 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 Administrator 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 Administrator agrees to devote substantially all of his/her business time, attention and services to the diligent, faithful and competent discharge of his/her duties on behalf of the School District to enhance the operation of the School District and agrees to use her best efforts to maintain and improve the quality of the programs and services of the School District.

3. **EVALUATION.** Annually, but no later than the last day of December of each year during the term of this contract, the Board of Education shall review with the Administrator his or his/her performance as Superintendent as required by MCL 380.1249 and MCL 380.1249b. using an evaluation instrument with multiple rating categories, one that takes into account data on student growth as a significant factor and established performance goals, and one that is mutually agreeable and in compliance with the above mentioned laws, provided that the Board will establish an

evaluation instrument and criteria that are compliant in the absence of agreement. The Board will grant a request by the Superintendent to meet to discuss his/her written evaluation in closed session.

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 December 31 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 Administrator 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 Administrator 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 January if the contract terminates at the end of that school year and the Board shall conduct the evaluation of the Superintendent prior to December 31 of that year.

5. TENURE EXCLUSION. Administrator agrees that he/she shall not be deemed to be granted continuing tenure in the position initially assigned or to which he/she may be assigned or transferred or in any capacity other than that of a classroom teacher, should the probationary period required for tenure as a teacher be fulfilled, by virtue of this Contract or any employment assignment (requiring certification) with the School District. Nor shall the decision of the Board not to continue or renew the employment of Administrator for any subsequent period in any capacity, other than as a classroom teacher, as may be required by the Teachers' Tenure Act, be deemed a breach of this Agreement or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

6. COMPENSATION. The Board of Education shall pay to the Administrator an annual salary of One Hundred and Ten Thousand Dollars (\$110,000) for each year of the contract. The Board of Education retains the right to adjust the salary during the continuation of this contract, but an adjustment shall not reduce the annual salary below this amount. The work year is fifty-two (52) weeks, July 1 to June 30. The annual salary shall be paid in twenty-five (25) equal installments beginning with the fiscal and contract year of July 1 to June 30. First pay will be July 17, 2020.

Should Administrator be assigned or transferred to another administrative position, the salary paid shall be as established by the Board for that position.

The Board hereby retains the right to increase the annual salary of Administrator during the term of this Contract. Any such increase shall be reflected in a written amendment to this Contract.

7. INSURANCE BENEFITS. During the term of this contract, the Administrator and his family shall receive the current Health, Dental, Vision, Prescription Drug and LTD insurance plans in place that are offered to full-time, professional administrative staff along with the opportunity to participate in Flexible Spending Accounts if offered by the District. The board retains the right to change carriers and levels of insurance benefits on the same basis as changed for other administrative staff. The Administrator's contribution shall be subject to payroll deduction. The contributions required of the Administrator shall not be less than the amount determined by the Board to be necessary to comply with the Publicly Funded Health Insurance Contribution Act, 2011 PA 152. If the Administrator opts out of health insurance, he/she shall receive \$500 per month unless spouse works for the district in which case he/she and spouse are eligible for one health insurance package and no cash in lieu.

8. OTHER BENEFITS. Other benefits afforded to the Superintendent shall be as follows:

a. **Mileage Reimbursement.** The Superintendent shall be reimbursed at the IRS rate for all miles driven outside Reed City required in the performance of his/her official duties during his/her employment under this Contract.

b. **Sick Days.** The Superintendent is granted ~~twelve~~ (15) sick leave days per year, with accumulation limited to no more than three hundred (300) days. When leaving the district, the Superintendent will be paid \$100 per day of unused accumulated sick days. Sick leave must be used in accordance with policies established by the Board. Two personal days will be granted per year and any unused days will be carried over as sick days.

c. **Life Insurance.** The District will also pay the premium for a term life insurance policy on the Superintendent's life with a death benefit of \$165,000.00. The Superintendent is responsible for completion of all forms and requirements needed to receive the above-described insurance coverage. The District, 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 District and will not be considered a breach by the District of this or any other agreement.

d. **Vacation and Holidays.** The Superintendent shall be granted twenty-five (25) vacation days per contract year. Up to fifty percent (50%) of vacation days earned may be either carried over to the following contract year or paid out at the end of the contract year at the employee's request. Any days that are chosen to be paid out will be paid at the per diem rate in accordance with the annual salary. Vacation days shall be granted at the beginning of the fiscal year. In the event that the Superintendent resigns or the contract is otherwise terminated prior to the end of the fiscal year, vacation shall be prorated. The Superintendent shall schedule use of vacation days in a manner to

minimize interference with the orderly operation and conduct of business of the school district and shall provide written notification of vacation days intended to use to the Board President. Notification may be through electronic mail, said notification shall be provided at least one week in advance of use. The Superintendent is also entitled to eleven (11) paid holidays for which no service to the School District is required including New Year's Day and New Year's Eve, Good Friday, Memorial Day, Independence Day, Friday before Labor Day, Labor Day, Thanksgiving Day and Day After, Christmas and Christmas Eve.

e. **Bereavement Leave.** The Superintendent shall be entitled to five (5) bereavement days with pay for time lost from work due to the death of his/her mother, father, spouse, child, grandparent, grandchild, brother, sister, or his/her current mother-in-law, father-in-law, sister-in-law, brother-in-law, or any person who is a regular member of the Administrator's household. These days are not deducted from sick leave days.

f. **Liability Coverage.** The Superintendent shall be covered under the District's Comprehensive General Liability Policy.

g. **Payment of Professional Dues.** During the term of this contract, the school district shall pay the Superintendent's membership charges and regular dues for membership in professional organizations approved in advance by the Board of Education. The Board shall further pay the Superintendent's membership charges for membership in civic organizations/clubs subject to advance approval of the Board of Education, excluding non-business related dining charges, donations and other extra expenses related to such memberships. The Superintendent shall provide annually to the Board a list of the memberships maintained and the cost associated with each.

9. **PROFESSIONAL DEVELOPMENT.** The Board expects the Superintendent to continue his/her professional development and expects his/her to attend appropriate professional meetings at the local and state level and the expenses of said attendance to be incurred by the School District. The Superintendent shall request prior Board approval for any national event attendance and travel. If approved by the Board, said expenses shall be incurred by the School District. The Superintendent shall be required to provide to the District an itemized account of the expenses for reimbursement.

10. **PHYSICAL EXAMINATION.** As a condition precedent to the duties and obligations under this contract, the Superintendent agrees to have a comprehensive medical examination and to provide the Board of Education with a doctor's verification indicating the physical competency of the individual to perform the duties of the position. Thereafter, the Superintendent agrees to have a comprehensive medical examination at any point wherein there is a legitimate basis to question his/her fitness for duty.

Additionally, upon request of the Board, Administrator shall authorize the release of medical information necessary to determine if Administrator is capable of performing the essential job functions required by his/her assignment, with or without reasonable job accommodation(s). Any physical or mental examination or disclosure of such information required of Administrator by the Board shall be job related and consistent with business necessity. 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.

11. DISABILITY. Administrator may request a ninety (90) work day unpaid leave extension in the event of his/her physical and/or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is a verified prognosis that Administrator will be able to resume his/her duties at the conclusion of the extended leave interval. Medical certification shall be supplied by the Administrator as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board. If the Administrator is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), his/her employment and this Contract may be terminated at the option of the Board. However, no such termination shall occur where restoration after leave is required by the Family and Medical Leave Act.

Prior to resumption of duty after an unpaid leave of absence for a serious health condition, Administrator shall provide to the Board a fitness for duty certification from Administrator's health care provider. A second opinion may be required by the Board, at its expense, unless the securing of the second opinion in this context is precluded by the Family and Medical Leave Act.

12. TERMINATION. The Board shall be entitled to terminate the Superintendent's contract at any time during its term for just cause, including but not limited to, acts of moral turpitude, misconduct, conviction of a felony, incompetency, inefficiency, insubordination, dishonesty, fraud, or if the Superintendent breaches the terms and conditions of this contract. In such an event, the Superintendent shall be advised, in advance, of the Board of Education's intention to consider effecting such a termination and provided an opportunity for a meeting before the Board, in regard to the prospect of such termination, said meeting may be open to the public or closed at the Superintendent's option. In the event that the termination is appropriate under the terms of this agreement, the contract shall automatically terminate and the board shall have no further obligation hereunder. In the event the Superintendent elects to contest the Board of Education's decision in regards to such termination, he shall have the right, exclusive of any other rights or remedies available to him by statute to request arbitration. See article 15 for details of arbitration.

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. Superintendent acknowledges that he has no expectation of employment by the District beyond the dates of this contract. The decision whether to renew or not to renew the contractual relationship is solely within the discretion of the Board of Education.

13. RESIDENCE. The Superintendent agrees to maintain his/her residence within twenty (20) miles of the district borders for the term of this agreement and any extensions.

14. RESIGNATION. The Superintendent agrees to give sixty (60) days written notice to the Board of his/her intention to terminate this agreement.

15. ARBITRATION. The parties agree that any dispute or controversy involving the provisions, obligations or rights of this Agreement shall be submitted 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 Uniform Arbitration Act, MCL 691.1681 *et seq.* The arbitrator's fee and the cost of the American Arbitration Association shall be shared equally between the parties. All parties may have representation but shall be responsible for the cost of same. Arbitration shall be filed within 180 days of the alleged breach of contract. The Superintendent and Board waive any longer limitations period. The Superintendent and the Board 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 Board acknowledge and agree this paragraph of this Agreement precludes either from filing covered claims in court and, therefore, waive any otherwise available right to trial by jury.

The parties intend that this process of dispute resolution shall be inclusive of all contract and statutory claims advanced by Administrator arising from Administrator's discharge during the term of this Contract, 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 Administrator 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 Administrator. Instead, this agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings.


16. ENTIRE CONTRACT. This Contract constitutes the sole and entire existing agreement between the parties. It supersedes and cancels all prior contracts, all prior practices, whether oral or written, and expresses all obligations and restrictions imposed upon the Board and the School District. Provided, that this contract is voidable pursuant to the provision of the Revised School Code pertaining to criminal history background checks and unprofessional conduct checks. In order to be valid and binding, all changes and modifications to the Agreement shall be in writing, approved by the Board of Education and signed by the Administrator and the Board of Education.

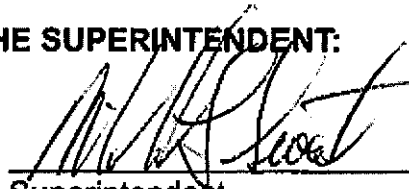
If any provision of this Agreement becomes or is declared by a Court of competent jurisdiction to be illegal, unenforceable or void, this Contract shall continue in full force and effect without said provision(s).

17. GOVERNING LAW. This Agreement is governed by the laws of the state of Michigan.

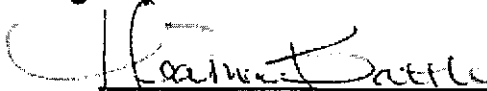
IN WITNESS WHEREOF the parties hereto set their hand on this date.

FOR THE BOARD OF EDUCATION: BY THE SUPERINTENDENT:


Board President


Superintendent

7/13/20


Executive Secretary

7-20-2020
Date