

## THREE RIVERS COMMUNITY SCHOOLS SUPERINTENDENT CONTRACT

THIS CONTRACT is entered into on July 8, 2019, between the Board of Education of the Three Rivers Community School District, referred to as the "Board" and Ron Moag referred to as "Superintendent" in this contract.

1. **TERM.** 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 4 and 12, respectively.
2. **DUTIES.** The Superintendent represents that he 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 Superintendent agrees, as a condition of his 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 his 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 his business time, attention and services to the diligent, faithful and competent discharge of his duties on behalf of the School District to enhance the operation of the School District and agrees to use his best efforts to maintain and improve the quality of the programs and services of the School District.

3. **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. The Board will grant

a request by the Superintendent to meet to discuss the 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 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 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, 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 March 30 of that year.
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 One Hundred and Twenty-Six Thousand and Two Hundred Fifty dollars (\$126,250.00) 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-six (26) equal installments beginning with the fiscal and contract year of July 1 to June 30.
  - a. **ANNUITY.** The District will deposit four percent annuity contribution annually into a district approved 403(b) Plan selected by the Superintendent. This annual deposit will be earned by completing the school year and will be made in June.
  - b. **MERIT.** Consistent with the requirements of applicable legislation, the Superintendent shall be eligible for an annual merit pay bonus based upon his performance of up to \$2500 which shall be paid following the annual evaluation. The Superintendent shall receive the full amount of such bonus if rated Highly Effective on the annual evaluation, \$1500 if rated Effective on the annual

evaluation, and shall not receive any bonus if rated Minimally Effective or Ineffective on the annual evaluation.

7. **INSURANCE BENEFITS.** During the term of this contract, the Superintendent 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 Superintendent's contribution shall be subject to payroll deduction. If the Superintendent opts out of health insurance, he shall receive \$375 per month unless spouse works for the district in which case he 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 miles driven outside the District required in the performance of his official duties during her employment under this Contract.
  - b. **Sick Days.** If the Superintendent is absent from duty on account of personal illness or disability, he shall be allowed full pay for a total of twelve (12) days per contract year. Unused paid leave hereunder shall be cumulative to a maximum of 100 days. After five (5) years employment in the District, all accumulated sick days will be paid at the rate of \$25.00 a day on leaving the district under honorable conditions. Two personal days will be granted per year and any unused days may not be carried over.
  - 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 \$100,000.00. 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 provided with twenty-five (25) vacation days on an annual basis (July 1-June 30). Vacation days shall be used by August 31 of the following fiscal year granted. Vacation days shall be granted at the beginning of the fiscal year, but accrue at the rate of 1/12th of the allotment of vacation days per month. 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 notify the Board President. The Superintendent is also entitled to ten (10) paid holidays for which no service to the School District is required including New Year's Eve Day, New Year's Day, Good Friday if school is not in session, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and day after, Christmas Eve, and Christmas Day.

- e. **Bereavement Leave.** The Superintendent shall be entitled to four (4) bereavement days with pay for time lost from work due to the death of mother, father, spouse, child, grandparent, grandchild, brother, sister, or her current mother-in-law, father-in-law, sister-in-law, brother-in-law, or any person who is a regular member of the Superintendent'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.** The District will pay annual membership dues for professional associations such as MASA, and others as approved by the Board.
9. **PROFESSIONAL DEVELOPMENT.** The Board expects the Superintendent to continue professional development and expects him to attend appropriate professional meetings at the local and state level and the expenses of said attendance to be incurred by the School District. This provision is limited to \$3000 annually and does not include tuition for coursework. The Superintendent shall request prior Board approval for any national event attendance and any expense to exceed more than \$1500 for a single event.
10. **PHYSICAL EXAMINATION.** As a condition precedent to the duties and obligations under this contract, the Board may require the Superintendent to have a comprehensive medical examination and to provide the Board with a doctor's verification indicating the physical competency 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 fitness for duty. The Superintendent agrees to supply the Board 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.

11. **DISABILITY.** Should the Superintendent be unable to perform any or all of the duties outlined herein by reason of illness, accident, mental or physical incapacity, or other causes beyond the individual's control for period in excess of their accumulated sick leave and unused vacation time, the Board may in its discretion make a proportionate deduction from the salary hereinbefore stipulated. Prior to resumption of duty after a leave of absence for a serious health condition, the Superintendent shall provide to the Board a fitness for duty certification from the health care provider. 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 may, at its option, terminate this agreement whereupon the respective duties, rights, and obligation hereunder shall terminate. Death of the superintendent terminates this contract.
12. **TERMINATION.** The Board shall be entitled to terminate the Superintendent's contract at any time during the term of this contract for any reason which is not arbitrary and capricious including but not limited to moral turpitude, incompetency, inefficiency, or insubordination. The Superintendent will be entitled to written notice of charges and an opportunity for a hearing before the Board if the Board undertakes dismissal of the Superintendent. In the event of termination of employment during the term of this Agreement, this contract shall automatically terminate and the Board shall have no further obligation hereunder.
13. **RESIDENCE.** The Superintendent agrees to maintain his residence within twenty (20) miles of the district borders for the term of this agreement and any extensions.
14. **RELOCATION ALLOWANCE.** The Board shall pay up to \$2000 for expenses incurred by the Superintendent to relocate from his present residence to a residence within the district borders upon presentation of receipts to the business office prior to June 30, 2019.
15. **RESIGNATION.** The Superintendent agrees to give ninety (90) days written notice to the Board of intention to terminate this agreement.
16. **ARBITRATION.** The parties agree that any dispute or controversy involving the provisions, obligations or rights of this Agreement shall be submitted to binding arbitration. Such arbitration shall be conducted according to the rules of the American Arbitration Association. 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.

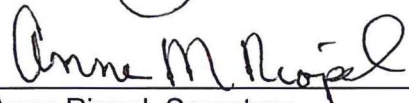
17. **ENTIRE CONTRACT.** This Contract constitutes the sole and entire existing agreement between the parties. It supersedes and cancels all prior contracts, all prior practices, whether oral or written, and expresses all obligations and restrictions imposed upon the Board and the School District. Provided, 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 Superintendent and the Board of Education.

18. **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:**

  
\_\_\_\_\_  
Dan Ryan, President

  
\_\_\_\_\_  
Anne Riopel, Secretary

**BY THE SUPERINTENDENT:**

  
\_\_\_\_\_  
Ron Moag, Superintendent

7-8-19  
\_\_\_\_\_  
Date

Three Rivers Community Schools  
Office of Superintendent



Contract Amendment

November 15, 2019

I, Ron Moag Superintendent, am asking the board of education to amend Section 14 "Relocation Allowance" of my current contract July 1, 2019 to June 30, 2022. I am asking that the original date be changed from June 30, 2019 to June 30, 2020. The change in date will allow me to utilize the reimbursable allowance up to \$2000.00 to move our furniture/belongings out to Three Rivers.

R Moag                      11/18/19  
Ron Moag Superintendent      Date

Dan Ryan                      11/18/19  
Dan Ryan – BOE President      Date

Anne M Riopel                      11/19/19  
Anne Riopel – BOE Secretary      Date

*BoE  
approved  
11/18/19*