

COVERT PUBLIC SCHOOLS
SUPERINTENDENT'S EMPLOYMENT AGREEMENT

This Agreement entered into this December 16, 2019, between the Board of Education of the Covert Public Schools, hereinafter referred to as the Board and Yolanda Brunt, hereinafter referred to as the "Superintendent".

WITNESSETH:

WHEREAS the Covert Public Schools is duly organized as a General Powers School District, and its Board is authorized to employ a Superintendent pursuant to Section 1229(1) of the Revised School Code of the State of Michigan, MCL 380.1229 and other applicable statutes; and,

WHEREAS, YOLANDA BRUNT is desirous of being employed by the Board as Superintendent of Schools in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. EMPLOYMENT AND TERM- The Board agrees to employ, YOLANDA BRUNT from December 16, 2019, through June 30, 2023. After the first year, if the Board, in its judgment, determines that the Superintendent's performance has been effective, it shall extend the term of this Contract for an additional one (1) year. In that event, a revised Contract shall be prepared and signed reflecting the extended Contract term.
2. TENURE EXCLUSION- The Superintendent shall not be deemed to be granted continuing tenure under the Teachers' Tenure Act, Act 4 of the Public Acts of 1937(Extra Session), as amended, or any other applicable statutes in the capacity of Superintendent, or any other administrative position.
3. QUALIFICATIONS- The Superintendent hereby represents that she possesses, holds, and will continue to maintain, all credentials and qualifications required by the State of Michigan to serve in the position of Superintendent of Schools. 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 Agreement shall automatically terminate and the Board shall have no further obligation hereunder.
4. DUTIES- The Superintendent agrees, during the period of this contract, to faithfully perform his/her duties and obligations in such capacity for the school district including, but not limited to, those duties required by the School Code. The Superintendent shall

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perform her duties over the full fifty-two (52) weeks of the School District's fiscal year (July 1 to June 30), less applicable vacation, leave, and holidays. She will act as an advisor to the Board on matters pertaining to the school administration or the School District, and she will inform the Board as to administrative action taken on its behalf. The Superintendent shall recommend, effect, or cause to be affected, the policies and programs of the Board of Education that may be adopted. She will faithfully and diligently fulfill all the duties and obligations incumbent upon her as the executive head of the administrative section of the school system and the School District.

The Superintendent is herein vested with the authority by the Board of Education to appoint her administrative team including bookkeeper, principals, and supervisors. These appointments by the Superintendent are integral to any reform effort she is to undertake and the Board support for these appointments is essential to the fulfillment of the contract obligations by the Board. It is understood and agreed that the Superintendent shall not replace the persons currently performing the duties of the positions listed above until their employment contracts have terminated or the positions involved have otherwise been vacated so that at no time shall the District have more than one person performing the essential duties of such positions.

5. COMPENSATION- The Superintendent shall, subject to the terms of this agreement, be paid an annual (twelve month) salary of One Hundred Twenty-Four Thousand Dollars (\$124,000) per year payable in equal installments for the 2019-2020 school year. Compensation for the 2020-2021 school year will be determined by the Board at least thirty(30) days prior to July 1, 2020, but shall not be less than the 2019-2020 compensation. Compensation for the 2021-2022 school year shall be determined by the Board at least thirty (30) days prior to July 1, 2021, but shall not be less than the 2020-2021 compensation. Compensation for the 2022-2023 school year shall be determined by the Board at least thirty (30) days prior to July 2022, but shall not be less than the 2021-2022 compensation. The potential to earn Merit Pay consistent with the provisions of the Section 1250 of the Revised School Code will be based on the Superintendent's year end evaluation. Merit pay of up to \$5,000 per year will be based on the Superintendent's year end evaluation and the amount will be based on a scale set between the Superintendent and Board.

The Superintendent shall annually receive additional compensation of \$7,500 to be set aside in a tax-sheltered annuity plan of her choice or additional salary. Performance Incentive: This shall increase each year by \$1500 if the Superintendent receives an effective or highly effective performance rating by a majority of the staff respondents (70%) over a three year period of time. Approximately 30 Evaluation forms are sent out each year. It is understood that the District shall not be liable in any manner for the annuity plan, the tax consequences related to the plan, or the taxable status of the benefits provided under the plan. Additional amounts may be added based upon the performance of the Superintendent.

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The Superintendent's compensation under this paragraph shall be paid bi-weekly, subject to deductions for withholding taxes, other deductions required by law and other amounts authorized by the Superintendent, with the approval of the Board of Education or its designee.

6. FRINGE BENEFITS- The Board will provide the Superintendent with the following fringe Benefits.
 - A. The Superintendent may take up to 30 vacation days per school year, exclusive of legal holidays, subject to prior notice to the Board's President. 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. The Superintendent may, at her request, be paid on a per diem basis for all unused vacation days up to a maximum of 20 days per year. The Superintendent may carry over her unused vacation days. At the conclusion of this Agreement, the Superintendent will be paid on a per diem basis for any and all unused vacation leave. The per diem rate will be calculated using fifty-two (52) weeks and a five (5) day work-week. The Superintendent will have the same paid holidays as provided by other District Administrators.
 - B. The Superintendent may take up to 12 sick days per school year. The Superintendent may be absent from duty due to personal business up to a maximum of 5 days annually, which will be deducted from the 12 days provided annually for illness. Sick days will accrue in accordance with Board policy. The Superintendent may carry over unused sick days from school year to School year. The Superintendent shall keep the days she has accumulated in her sick bank prior to taking the Superintendent position.
 - C. The Superintendent will be afforded the same medical, dental, and other insurance(including life and disability) available to other administrators employed by the District as such coverage now exists and may be modified from time to time.
 - D. The District will pay the Superintendent a transportation allowance of \$6000 annually.
7. PROFESSIONAL GROWTH- The Superintendent may attend professional meetings at the local and state levels, the expenses of said attendance to be paid by the District, excluding reimbursement of mileage.

The Board will reimburse the Superintendent for reasonable, actual and necessary

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expenses incurred on District business, excluding reimbursement for mileage. The Superintendent will submit itemized expense statements, on a monthly basis, to the Board for review and approval by the Board President.

The District shall reimburse the Superintendent for all reasonable expenses incurred for successfully completed academic graduate-level university courses including tuition, textbooks and other necessary costs of up to 6 semester hours in any 2 year period. The classes must be of benefit to the district. These classes will be evening or weekend classes on the Superintendent's own time.



8. PROFESSIONAL DUES- The District will support the Superintendent's professional development by paying the Association dues of the Superintendent for American Association of School Administrators, the Michigan Association of School Administrators and the M.A.S.A Region in which the School District is located, as well as other appropriate affiliations as approved.
9. OTHER WORK AND INTEREST- The Superintendent may not accept other employment or work, or acquire interests, that may be adverse to or otherwise interfere with her ability to execute her duties under this Agreement, except with prior notice to and approval by the Board.
10. EVALUATION- The Board will evaluate the Superintendent at least annually, using multiple rating categories that take into account data on student growth as required by Section 1249b of the Revised School Code and other criteria and an evaluation instrument mutually agreed to by the Board and the Superintendent; provided, however, the Board will establish the criteria in the absence of mutual agreement.
11. RETIREMENT INCENTIVE - As an incentive to stay with the organization, if the superintendent retires from the organization under the Michigan Public Schools Employee Retirement System (MPERS) then the Board will allow the Superintendent to turn in up to fifty (50) unused sick days at the full daily rate. The full daily rate will be calculated using fifty-two (52) weeks and a five (5) day work-week
12. INDEMNIFICATION- In the event that an action is brought or a claim is made against the Superintendent by an entity other than the Board of Education arising out of or in connection with the Superintendent's employment and the Superintendent is acting within the scope of employment or official duties, the school board shall, on a case-by-case basis, consider defending and Indemnifying the Superintendent to the extent permitted by law and Board policy. Indemnification, as provided in this section, shall not apply in the case of malfeasance in office or willful or wanton neglect of duty and the obligation of the school district herein shall be subject to the limitation(s) provided in MCL 691.1408.

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13. **TERMINATION-** The Board shall be entitled to terminate the Superintendent's employment at any time during the term of this contract when it determines that the Superintendent has engaged in any act of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetence or if the Superintendent materially breaches the terms and conditions of this contract, or for any reason that is not arbitrary or capricious. 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.

No discharge shall be effective until written charges have been served upon her and she shall have an opportunity for a fair hearing before the Board after ten (10) day's notice in writing. Said hearing shall be public or private at the option of the Superintendent. At such a hearing, she may have legal counsel at her own expense.


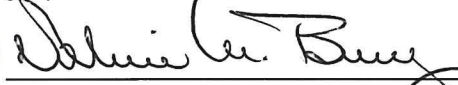


14. **DISPUTE RESOLUTION-** In the event of a dispute between the parties relating to any provision of this Agreement, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this Agreement, the parties hereby agree to submit such as binding arbitration. Such arbitration shall be conducted under the rules of, and administered by the American Arbitration Association. The arbitrator's fee and the expense of the American Arbitration Association shall be shared equally by the parties. All parties and entitled to have representation of their own designation, however each party shall be responsible for the costs of such respective representation.
15. **LIMITATIONS OF ACTIONS:** The Superintendent and the District agree that any claim or suit arising out of the Superintendent's employment with the District must be filed no more than six (6) months after the date of the employment action that is the subject of the claim or suit. The Superintendent and District understand 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.
16. **BREACH-** In the event of a breach on the part of either party to this agreement, nothing contained herein shall be construed to render the obligations of either party under this agreement null and void.
17. **SEVERABILITY-** If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this agreement shall continue in full force and effect without said provisions; provided, however, that no such severability shall be effective if it materially changes the economic benefit of this agreement to any party.
18. **ENTIRE AGREEMENT-** This contract contains the entire agreement between the

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parties, there are no other representations, promises or agreements between them, whether oral, written or inferred.

19. APPLICABLE LAW- This contract is subject in all respects to all the laws of the State of Michigan and shall be governed by and interpreted in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF, the President, Vice President and Secretary of the Board of Education of the District and the Superintendent sign our names and execute this contract as of the day and year written in the opening paragraph.

<u></u>	<u>2-20-20</u>	<u></u>	<u>2-20-20</u>
Superintendent	Date	Vice President, Board of Education	Date
<u></u>	<u>2-20-20</u>	<u></u>	<u>2020-2020</u>
President, Board of Education	Date	Secretary, Board of Education	Date


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