

EMPLOYMENT AGREEMENT

Pursuant to Revised School Code Section 1229(1), MCL 380.1229(1), and in accordance with the action of the **Board of Education of the Yale Public Schools** (the “Board” or “School District”) set forth in the minutes of the Board’s May20, 2021 meeting, the Board employs Kurt Sutton hereinafter referred to as the “Superintendent”) for a three (3) term beginning July 1, 2021, and ending on June 30, 2024, according to the terms and conditions of this Employment Agreement (the “Agreement”) as specifically described below. Any extension of this Contract requires the express approval of the Board. Not later than March 30, 2024, the Board shall review this Contract with the Superintendent and determine whether it will be extended beyond June 30, 2024.

The Superintendent and the Board agree as follows:

1. **DUTIES**

Superintendent shall be responsible for the entire management and operation of the School District as such duties are assigned and determined by the Board. Superintendent agrees to devote his full and best efforts to perform such duties in a competent and professional manner and in compliance with the laws of the State of Michigan, the bylaws, policies and regulations adopted by the Board, the rules and regulations of the State Department of Education, and any other state administrative agency which has jurisdiction over the position during the entire term of this Agreement.

2. **CERTIFICATION**

Superintendent represents that he possesses and will maintain all certificates, credentials, and qualifications required by law, including Revised School Code Sections 1246 and 1536, MCL 380.1246 and MCL 380.1536, applicable administrative regulations, and those required by the Board to serve in the position assigned, including, but not limited to Board Policy.

- a. As a condition of continued employment, Superintendent also agrees to meet all certification and continuing education requirements for the position assigned, as may be required by law, including applicable administrative regulations.
- b. If at any time Superintendent fails to maintain all certificates, credentials, continuing education requirements, or qualifications for the assigned administrative position, this Agreement shall automatically terminate and the Board shall have no further obligation.

3. **EVALUATION**

The Board shall evaluate Superintendent every year, using the established evaluation process. The criteria and process adopted by the Board shall be communicated to Superintendent sixty (60) days in advance of his evaluation. The

evaluation shall comply with Revised School Code Section 1249b, MCL 380.1249b.

Merit Pay:

Consistent with Revised School Code Section 1250, MCL 380.1250, Superintendent's job performance and job accomplishments will be considered as noted below. Merit Pay will be awarded for successful end-of-year evaluation ratings of "Effective" and "Highly Effective" in the amounts identified below:

| | |
|---------------------|--------------|
| Minimally Effective | No Merit Pay |
| Effective Rating | \$1,250 |
| Highly Effective | \$2,500 |

4. **TENURE**

In accordance with the Teachers' Tenure Act, Superintendent agrees that he shall not be deemed to have been granted tenure in the administrative position initially assigned or to which he 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 Agreement or any employment assignment requiring certification with the Board.

5. **PROFESSIONAL LIABILITY**

The School District agrees that it shall defend, hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in his individual capacity, or in his official capacity as agent and employee of the School District. The Board shall provide public liability insurance for Superintendent to cover legal expenses in defense of claims and payment of judgments resulting from his functioning as superintendent and will reimburse him for any portion of such expense and judgments not covered by insurance.

6. **MEDICAL EXAMINATIONS**

The Board may require that Superintendent have a comprehensive medical examination as may be deemed necessary. If such examination is required, a statement shall be filed with the Board Secretary certifying to the physical fitness and physical capability and/or mental competency of Superintendent to perform his duties. The Board shall treat this statement as confidential information and the cost of said medical report will be borne by the School District.

7. **SALARY**

The School District agrees to pay Superintendent a base salary of One Hundred Twenty-Five Thousand Dollars (\$125,000) starting on July 1, 2021 and ending on June 30, 2022.

Base Salary for life of Agreement:

| | | |
|------------------|---------------|-----------|
| • July1, 2021 - | June 30, 2022 | \$125,000 |
| • July 1, 2022 - | June 30, 2023 | \$127,500 |
| • July 1, 2023 - | June 30, 2024 | \$130,000 |

- a. The annual salary shall be paid in twenty-six (26) or twenty-seven (27) equal installments based on district's payroll schedule, beginning with the commencement of the fiscal year (July 1 - June 30).
- b. Superintendent's contractual salary constitutes the total compensation to be paid to Superintendent for his services, regardless of the hours of service required to perform the job, and no overtime or additional compensation will be paid for such services except as otherwise specifically provided in this Agreement.
- c. If Superintendent receives wages under this Agreement before commencing actual job duties, and then without good cause (as determined in the Board's sole discretion) leaves the School District's employment, Superintendent agrees to reimburse the School District for all wages received for which no work was performed.
- d. The Board retains the right to adjust the Superintendent's annual salary during the term of this Agreement. Any such salary adjustment shall not reduce the annual salary below the minimum annual salary prescribed above unless otherwise mutually agreed by Superintendent. Any adjustment in salary made during the term of this Agreement shall be in the form of a written amendment and, when executed by the Superintendent and the Board, shall become a part of this Agreement. Unless expressly stated in writing, any such salary adjustment amendment shall not be considered a new Agreement or an extension of the Agreement's termination date.

8. **LONGEVITY**

Superintendent shall receive such longevity pay annually on the following schedule:

| <u>Years in School District</u> | <u>Amount</u> |
|---------------------------------|---------------|
| 3 - 5 | \$ 500.00 |
| 6 - 9 | \$ 750.00 |
| 10+ | \$1,000.00 |

9. **VACATION**

Superintendent shall be employed on a basis of a fifty-two (52) weeks of work per year (July 1-June 30) and shall receive four weeks (20 days) of vacation, for the 2021-2022 school year. Subsequent years 25 days will be awarded as long as Superintendent's evaluation is "Effective" or "Highly Effective." Vacation time may accumulate to a total of forty (40) days. A maximum of 40 unused vacation days is payable upon Superintendent's separation at his current daily rate of pay at the time of separation.

The Superintendent shall schedule use of vacation days in a manner to minimize interference with the School District's business and orderly operation. Superintendent shall not take more than ten (10) consecutive working days as vacation at any one time while school is in session without prior Board approval. All other vacation scheduling is subject to approval by the Board President.

10. **BENEFITS**

The School District shall provide Superintendent with the following benefits under the same terms and conditions as provided to other Central Office Administrators unless expressly modified herein:

- a. Term Life insurance at One Hundred Fifty Thousand Dollars (\$150,000).
- b. Holidays equal to Central Office Administrators including, two additional floating holidays (These days must be used during Christmas Break – between Christmas and New Years.)
- c. Superintendent shall be credited with twelve (12) sick days each year on July 1st. Such days may accumulate to a total of ninety (90) days and be paid upon separation from employment at \$40 per day. Any sick days in excess of 90 days as of June 30th of any contract year, will be paid at \$40 per day.

Bereavement leave is permitted for a death in the immediate family up to a ~~maximum of five days per incident without payroll or deduction of leave time.~~

- d. At the beginning of each school year, Superintendent shall be credited with five (5) personal business days. If unused, these days shall be added to Superintendent's sick days at the end of the school year.
- e. Superintendent shall be provided with a Long-term Disability insurance policy equivalent to that provided to Central Office Administrators.
- f. Superintendent shall be paid mileage at the School District set rate for business use of his personal vehicle.
- g. Superintendent shall be reimbursed at a monthly rate of Forty-Five Dollars (\$45.00) for cell phone expenses.
- h. Superintendent shall attend appropriate professional meetings at the local, state, and national level and expenses of said attendance would be paid by the District upon approval of the Board.
- i. The School District shall pay Superintendent's professional and association dues upon approval of the Board.
- j. Superintendent may have the option of a One Thousand Six Hundred Dollar (\$1,600) cash stipend per year in lieu of the provided health insurance. (Same as Central Office Administrators.)
- k. Superintendent shall be paid \$1,000 stipend per year if maintaining an Educational Specialist Degree.
- l. Superintendent shall receive reimbursement for reasonable and appropriate expenses as they relate to the performance of the position as approved by the Board.

11. **TERMINATION BY SUPERINTENDENT**

This Agreement may be terminated by Superintendent upon written notice to the Board at least ninety (90) days before the termination date specified in the written notice. Superintendent's failure to provide this notice shall result in the forfeiture of any payout for unused personal leave and vacation days unless otherwise agreed by the Board in its sole discretion.

12. **TERMINATION FOR CAUSE**

- a. The Board is entitled to terminate Superintendent's employment at any time during the term of this Agreement when it determines that Superintendent has

engaged in any act of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if Superintendent materially breaches the terms and conditions of this Agreement, or for any other reason that is not arbitrary or capricious.

- b. The foregoing standard for termination of this Agreement during its term do not apply to nonrenewal of this Agreement at the expiration of its term, which decision is discretionary with the Board and shall be governed by Revised School Code Section 1229, MCL 380.1229.
- c. If the Board undertakes to dismiss Superintendent during the term of this Agreement, he shall be entitled to written notice of charges and an opportunity for a hearing before the Board.
- d. If the Board terminates Superintendent's employment during the term of this Agreement, this Agreement shall automatically terminate and the Board shall have no further contractual obligation to Superintendent.
- e. Arbitration. The parties agree to submit to binding arbitration any disputes relating to the discharge of Superintendent during the term of this Agreement. Selection of the arbitrator and arbitration proceedings shall be conducted under the National Rules for Resolution of Employment Disputes of, and administered by, the American Arbitration Association. Such arbitration shall comply with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.

The parties intend that such arbitration shall be inclusive of all contract and statutory claims advanced by Superintendent arising from his discharge during this Agreement's term including, but not limited to, claims of unlawful discrimination and all claims for damages or other relief. This agreement to arbitrate, however, does not restrict Superintendent from filing a claim 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 claim for unemployment compensation or worker's compensation. Instead, this arbitrating agreement applies to those matters.

This arbitration agreement means Superintendent waives his right to adjudicate discrimination claims in a judicial forum, and is instead opting to arbitrate those claims. In any such arbitration proceeding, Superintendent shall have the right to representation by counsel of his choice, the right to appointment of a neutral arbitrator, the right of reasonable discovery and the right to a fair hearing. However, 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 fees and costs imposed by the American Arbitration Association shall be shared equally by the Board and Superintendent, subject to the right of 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 one year of the effective date of Superintendent's discharge during the term of this Agreement. The decision and award of the arbitrator shall be final and binding and judgment thereon may be entered in the St. Clair County Circuit Court.

In the event the Board wishes not to renew this Agreement upon its expiration, it shall do so by giving notice of none-renewal pursuant to the Michigan Revised School Code.

13. **SAVINGS CLAUSE**

If any portion of this Agreement is deemed to be illegal or in conflict with State or Federal Law, it shall be deemed null and void and the remainder of the Agreement shall remain in full force.

14. **JURISDICTION**

The proper jurisdiction and venue for an action to enforce this Agreement or interpret its terms is the St. Clair County Circuit Court, State of Michigan.

15. **SEPARABILITY**

Whenever possible, this Agreement shall be interpreted in a manner to be effective and valid according to Michigan law. 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 provision(s).