

SAGINAW TOWNSHIP COMMUNITY SCHOOLS
SUPERINTENDENT OF SCHOOLS
EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 24th day of September, 2018, by and between the BOARD OF EDUCATION OF THE SAGINAW TOWNSHIP COMMUNITY SCHOOL DISTRICT (hereinafter referred to as the "Board") and D. BRUCE MARTIN (hereinafter referred to as "Superintendent").

WITNESSETH:

In consideration of the parties' mutual promises and obligations, the Board and the Superintendent hereby agree as follows:

1. EMPLOYMENT/TERM

The Board hereby employs Superintendent and Superintendent agrees to work for the Board commencing on November 1, 2018 and extending through June 30, 2022. Beginning in the 2019-2020 school year, the Board shall review this Agreement with the Superintendent annually and may, on or before April 30 of each school year, take official action to extend this Agreement for an additional one (1) year or, alternatively, to not extend this Agreement and advise Superintendent of its action in writing. Superintendent shall advise the Board members in writing of this commitment to make such determination no later than January 1 of each year of this Agreement. If no action is taken by the Board on or before April 30, the Superintendent is hereby on notice pursuant to MCL § 380.1229 that the Board has resolved that this Employment Agreement shall be renewed for an additional one (1) year period commencing July 1, 2022.

Should the Board elect to extend the term of this Agreement, the parties shall, prior to June 1 of same year, execute a successor Agreement providing for such extension and any other terms that the parties may mutually agree upon. Superintendent shall advise the Board six (6) months in advance of his intention to terminate his employment within the term of this Agreement as originally agreed to or as extended by later agreement. It is understood and agreed that Superintendent is employed in the capacity of Superintendent, as defined in the Michigan Revised School Code.

It is further agreed that the Superintendent's employment and continued employment is, in addition to the other terms and conditions herein, conditioned upon his compliance with all applicable laws governing required criminal history and background checks, criminal and unprofessional conduct charge and commission disclosure and criminal charge reporting, including any deadlines by which same must have been completed or made, his eligibility to be employed and remain employed as a Superintendent with respect to any and all certifications and/or continuing education requirements and the like.

SEP 26 2018

Human Resources &
Labor Relations

CERTIFICATION

Superintendent represents that he has and will continuously maintain the educational qualifications required by the Michigan Revised School Code or any successor statute, and shall maintain a teacher's certificate in good standing with the Michigan Department of Education, or the equivalent certifying body of another state, throughout the life of this Agreement.

The Superintendent recognizes and accepts that the Department of Education of the State of Michigan may, at any time throughout the term of this Agreement, promulgate and/or modify the requirements necessary to remain certified to perform the duties of the office of Superintendent. In the event that the Department of Education of the State of Michigan effects requirements to become and remain certified to perform the duties of the office of Superintendent, the Superintendent shall comply with such requirements as a condition of continued employment by the Board.

Failure to maintain, suspension, revocation or lapse of any required certification shall be deemed a breach of this Agreement by the Superintendent, and shall immediately release the Board from all obligations.

3. **WARRANTIES, REPRESENTATIONS, AND AFFIRMATIONS**

The Superintendent warrants, represents and affirms to the Board:

- A. That he will at all times be in compliance with, and fulfill, the continuing education requirements required by law and/or rules of the State Board of Education and those reasonable additional professional attainment requirements which may be established by the Board during the term of this Agreement.
- B. That he is competent to perform the duties for which he is hired and is possessed of the requisite skill and knowledge to enable him to do so, and that he will perform his duties in a timely and fiscally responsible manner.
- C. That he will faithfully serve and be regardful of the interests of the Board and the School District during the term of this Agreement and will undertake no other employment, except during vacation periods, without the approval of the Board.
- D. That he will not acquire any interest adverse to that of the Board and/or the School District. In the event that a question arises as to whether a given interest is in conflict with the interests of the School District, Superintendent shall make full disclosure of same to the Board for its review and disposition, which disposition shall be controlling and complied with by Superintendent.
- E. That he will not withhold from the Board, and will promptly report to the Board, facts known to him, which facts, if not disclosed, could have a material

detrimental effect on the operations of the School District or a material effect on the Board's correct perception of the operations of the School District.

4. **DUTIES**

The Superintendent agrees, during the period of this Agreement, to faithfully perform all duties required by Michigan law of a Superintendent, including but not limited to such duties as are stated in the Michigan School Code, and shall comply with all proper rules and orders of the Michigan Department of Education, of the United States Department of Education, and of the Board. In addition, the Superintendent shall serve as the Chief Administrative Officer of the School District. He shall have charge of and be responsible for the administration of all schools and all school programs; shall direct, supervise and assign all employees of the School District and recommend to the Board qualified individuals to be employed in all positions; shall suspend and recommend the termination of employees as provided by law; shall assist the Board in meeting its duties and responsibilities; shall recommend to the Board such activities as will enhance the ability of the Board and of the Superintendent to achieve all of the foregoing; shall recommend such rules, orders, regulations and procedures as he may from time to time consider to be desirable or necessary for the well-ordered operation of the School District; shall recommend and execute acceptable standards relating to all phases of the school system; shall execute such rules and policies as are approved by the Board; shall meet with the Board, or a designated Board Committee, during June and July of each year in order to develop a job description and goals and objectives for the year; and shall perform such other duties and assignments as may from time to time be ordered by the Board.

5. **WORK YEAR**

Superintendent shall perform his duties over the full twelve (12) months of the School District's fiscal year (July 1 to June 30), less applicable vacation, leave and holidays. Superintendent shall be expected to attend meetings of the Board and committees and to attend and participate in School District functions, or on occasion, other civic activities having relation to the School District's interests within the community serviced by the School District. The time expended in attending such meetings and activities has been taken into account in setting the Superintendent's salary and, thus, no additional compensation shall be forthcoming for such attendances.

6. **EVALUATION**

The Superintendent shall be evaluated annually in writing by the Board. The evaluation shall include, among other things, the Superintendent's performance as required by MCL 380.1249 and MCL 380.1249b, using an evaluation instrument mutually agreeable to Superintendent and the Board and in compliance with these laws. This evaluation instrument shall have multiple rating categories and shall take into account as a significant factor data on student growth as well as established performance goals.

In the event the Board determines that the performance of the Superintendent is minimally effective or ineffective, the Board shall meet with the Superintendent to review the performance and shall describe, in writing, in reasonable detail the specific instances of unsatisfactory performance. The evaluation shall include recommendations as to the areas of improvement in all instances where the Board deems the performance to be unsatisfactory.

7. **EXCLUSION OF TENURE**

It is expressly agreed that 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 in the School District, by virtue of this Agreement. It is further understood and agreed by the parties that this Agreement shall not be deemed to constitute the employment of the Superintendent on continuing contract in the capacity of Superintendent or in any other administrative capacity. Further, it is expressly understood that this Agreement is not subject to the Teachers' Tenure Act, Act 4 of the Public Acts of 1937 (Extra Session), as amended.

8. **SALARY**

For the first two school years hereunder (through June 30, 2020), the Superintendent shall be paid an annual salary in the amount of One Hundred Forty Seven Thousand Dollars (\$147,000.00) prorated in the first school year for the actual beginning contract commencement date. The annual salary for the succeeding school years under this Agreement shall be established by the Board on or before June 30 of the preceding school year and the salary amount shall be reduced to writing, signed by the parties, and attached to this Agreement; provided, however, the salary established for each succeeding school year shall not be less than the annual salary paid the preceding school year, and in the event that the parties do not agree on a different salary, the Superintendent's salary shall be the annual salary paid the preceding school year. The Superintendent's annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment due other certified administrative personnel employed by the School District. The Superintendent shall not be paid his salary for absences from work which are not covered by paid leave days, vacation days, and holidays as set forth in Paragraph 9 below.

9. **FRINGE BENEFITS**

The Board of Education shall provide the Superintendent with the following benefits:

- A. The same health, dental, vision, and long-term disability insurance provided to other administrative employees with the same employee contributions towards these coverages.
- B. Term life insurance at no cost to Superintendent in the amount of Two Hundred Fifty Thousand (\$250,000.00) dollars, subject to the terms of the carrier, insurability,

and reasonable cost.

- C. Professional liability insurance to cover legal expenses in defense of claims and payments of judgments resulting from his functioning as Superintendent. The policy limits for this coverage shall not be less than three million (\$3,000,000.00) dollars.
- D. 10 sick days to be credited for the period from November 1, 2018 through June 30, 2019, and 15 sick days to be credited beginning with the second contract year and each contract year thereafter. Unused sick days may be accumulated to a maximum of 180 days. Absences charged to sick leave are for personal illness and emergency family illness.
- E. 20 vacation days to be credited at the beginning of each contract year. Up to 10 unused vacation days can be carried over into the next contract year. These shall be in addition to the holidays and school breaks recognized on the School District calendar. The Superintendent shall not utilize vacation days for more than ten (10) consecutive working days outside the school year without prior notice to the Board. With the approval of the Board, additional days may be carried over.
- F. 4 personal days to be credited at the beginning of each contract year. These days may be carried into the next contract year not to exceed 1 day.
- G. A one-time relocation allowance in the amount of Five Thousand Dollars (\$5,000.00) upon Superintendent taking up permanent residence in Saginaw County.
- H. Holidays. The following shall be considered holidays without loss of pay:
 - New Year's Eve
 - New Year's Day
 - Good Friday
 - Memorial Day
 - Independence Day (July 4th)
 - Labor Day
 - Thanksgiving Day
 - Day after Thanksgiving
 - Christmas Eve
 - Christmas Day
- I. Other Compensable Leave. Absence with pay not chargeable against the Superintendent's sick leave, vacation, and personal leave may be granted for the following reasons.

- 1. Death in the immediate family, relatives, or close friends.

- (a) The "immediate family" is defined to include the Superintendent's spouse, child(ren), parent, parent-in-law, brother(s), sister(s) grandparent, grandchild, or a relative/dependent residing in the same household.
 - (1) The time allowed for each occurrence shall not exceed three (3) working days.
 - (b) Attendance at funerals of close relatives (other than the "immediate family" as defined above) and friends. Time allowable in these circumstances shall not exceed one (1) working day.
2. If the Superintendent is called for jury duty, he shall continue on regular pay status but shall remit to the Board any witness fees paid by the Court by reason of such jury duty.
 3. If the Superintendent is subpoenaed for an appearance resulting from performance of his assigned duties, he shall appear for such purposes at regular pay, and shall remit to the Board any witness fees paid in connection with the subpoena.
- J. Professional Dues/Membership Dues. The Board may pay on behalf of the Superintendent such annual membership dues as is mutually determined by the Superintendent and the Board and as annually budgeted.
- K. Tax-sheltered annuity. The board shall make a contribution to a tax-sheltered annuity owned by Superintendent. This contribution shall be \$3,000 for the contract year ending June 30, 2019, and \$5,000 for each subsequent year of this contract. This annuity shall be governed by IRS regulations.

Right to Select Insurance Carriers. Any insurance benefits provided for by this Agreement shall be provided through a self-insurance plan or under a group insurance policy or policies issued by an insurance company or insurance companies selected by the Board. "Insurance companies" include regular line insurance companies and non-profit organizations providing such benefits described herein. If these benefits are insured by an insurance company, all benefits are subject to the provisions of the policies between the School District and the insurance company.

10. EXPENSES REIMBURSEMENT

The Superintendent shall be reimbursed for reasonable and necessary expenditures which are incurred in acting on the business of the Board/School District such as expenses for professional association dues, conferences and workshops. Expense reimbursement shall include but not be limited to that provided for all other School Administrators. Such expenditures will be reimbursed upon presentation to the Board of an itemized and detailed accounting of such expenditures and receipts relating thereto in the form required by the Board and in conformity with applicable laws and regulations of the Internal

Revenue Service. Total reimbursed expenditures shall not exceed the amount budgeted annually; any costs in excess of the amount shall be borne by the Superintendent.

11. PROFESSIONAL GROWTH

The Board encourages the continuing professional growth of the Superintendent and will permit reasonable time away from regular duties (as deemed appropriate by the Board, in its sole discretion) to attend or participate in meetings, seminars, and other educational programs sponsored by local, state or national associations of school administrators or school boards, or by private or public educational institutions, and to meet with other organizations or individuals if such meetings will enhance the ability of the Superintendent to perform his duties. The Board will pay all reasonable expenses incurred under this provision to the extent provided by budget. Such reasonable expenses shall include registration; cost of course, seminar or meeting; travel and subsistence. The Board reserves the right to determine how much time is reasonable, and may restrict the Superintendent's activities under this paragraph if it determines that he is spending an unreasonable amount of time away from his duties.

12. OUTSIDE ACTIVITIES

Superintendent shall devote his full-time and energies to fulfilling the position of Superintendent. However, with the approval of the Board, he may serve as a consultant to other districts or educational agencies, may lecture, accept speaking engagements and engage in writing activities, if such service or activity does not interfere with or detract materially from the performance of his duties and responsibilities under this Agreement. If any of the foregoing requires his absence for more than four (4) consecutive working days, the Superintendent must obtain prior approval of the Board for absence. The Superintendent may, at his option and with the approval of the Board, be paid for such absences and remit to the Board any honoraria or other compensation received in connection with his activities during the absence. Alternatively, the Superintendent may use vacation days to perform outside activities and retain any honoraria or other compensation paid. In no event will the Board pay any expenses related to the Superintendent's involvement in outside activities.

13. HOLD HARMLESS

The Board agrees to defend, indemnify, and hold the Superintendent harmless from and against all claims, suits, judgments, liabilities, costs and expenses, of a civil nature and excluding criminal matters, arising from actions taken or decisions made in good faith within the scope of his employment while he is Superintendent. The Superintendent shall give the Board notice of any claim for defense and indemnification hereunder promptly upon knowledge of any possible claim or action against him. The Board shall have the right to appoint the attorney and conduct the defense of any such claim or action. If in good faith the Board determines that the Superintendent has failed to fully cooperate in

the defense of any claim or action, then this provision of defense, indemnity, and save harmless shall become null and void. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions, and legal proceedings.

14. **DISABILITY ACCOMODATION STATEMENT**

Superintendent understands that under Michigan law, any employee or applicant for employment who believes that he or she requires an accommodation in order to perform the essential functions of the job for which an applicant has applied or the employee has been assigned must notify their employer, in writing, within 182 days after the need for accommodation is known. Federal law does not require an accommodation request within any specified time.

15. **DISABILITY**

In the event the Superintendent is unable to perform the duties and obligations of this Agreement by reason of illness, injury, or other cause beyond his control, and such disability exists for a period of more than one hundred eighty (180) calendar days, the Board may at its option (subject to any applicable laws), terminate this Agreement, whereupon the respective rights, duties and obligations of the parties shall thereby terminate, except for the long term disability benefits provided in this Agreement. Likewise, if it is determinable in less than one hundred eighty (180) days that such illness, injury or other cause is permanent, irreparable or of such a nature as to make the performance of his duties impossible, the Board may, at its option (subject to any applicable laws), terminate this Agreement, whereupon the respective rights, duties and obligations of the parties shall thereby terminate except for the long term disability benefits provided in this Agreement. During the period of disability prior to termination of this Agreement, the Board may appoint an acting Superintendent.

16. **TERMINATION OF AGREEMENT DURING ITS TERM**

During the term of this Agreement, the Board shall not arbitrarily or capriciously terminate Superintendent from employment under this Agreement without sufficient reason(s). The Board shall be entitled to terminate the Superintendent's employment at any time during the term of this Agreement when it determines that Superintendent has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, criminal or legal infractions, insubordination, incompetency, inefficiency, or if Superintendent materially breaches the terms and conditions of this Agreement, or for other causes found to be sufficient by the Board.

In the event that the Board undertakes to dismiss Superintendent during the term of this Agreement, the Superintendent shall be entitled to written notice of charges and an opportunity for a hearing before the Board. Superintendent shall have the right to representation by legal counsel of his choice at his expense at this hearing. The hearing

shall be public or private at the request of the Superintendent. In the event a hearing is held, Superintendent shall be provided a written decision describing the results of the hearing.

Additionally, the Board shall be entitled to terminate the Superintendent's employment during the term of this Agreement in the event of the Superintendent's disability/incapacity. See Paragraph 15.

Further, this Agreement may be terminated during its term by the mutual agreement of the parties; voluntary retirement of the Superintendent with a minimum of six (6) months' notice; voluntary resignation of the Superintendent with a minimum of six (6) months' notice; and the death of the Superintendent.

Unless otherwise provided in this Agreement (i.e., Paragraph 15), in the event of termination of employment during the term of this Agreement, this Agreement shall automatically terminate and the Board shall have no further obligation hereunder.

The foregoing standards for termination of this Agreement during its term shall not be applicable to non-renewal of this Agreement by the Board at the expiration of its term, which decision is at the discretion of the Board.

17. TERMINATION UPON EXPIRATION OF CONTRACT

The Board, in its sole discretion, and with or without reasons, may act to not renew this Agreement beyond its stated expiration date. Unless the Board gives written notice of non-renewal of this Agreement to the Superintendent at least ninety (90) days before the stated termination date, the terms of this Agreement will be extended for one (1) additional year beyond its stated termination date by operation of law, in accordance with the requirements of Section 1229(1) of the Revised School Code, MCL § 380.1229(1). The Superintendent shall advise the Board of this obligation during the month of January prior to the stated termination date in this Agreement. In the event of such automatic renewal, all terms and conditions of employment shall be as set forth in this Agreement, and shall remain unchanged.

18. 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.

19. GOVERNING LAW

This Agreement shall be deemed to have been executed and delivered in the State of Michigan, regardless of the domicile of any party and shall be interpreted, construed and governed according to the laws of the State of Michigan.

20. **PROHIBITION AGAINST ASSIGNMENT**

Superintendent agrees on behalf of himself and his executors, administrators, heirs, legatees, distributees and any other person or persons claiming any benefit under him by virtue of this Agreement, that this Agreement and the rights, interest and benefits hereunder shall not be assigned, transferred, or pledged in any way.

21. **NON-WAIVER**

No amendment or waiver of any provision of this Agreement nor consent to any departure by either party therefrom shall in any event be effective unless the same shall be in writing and signed by the other party, and then such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given. No amendment, waiver or consent with respect to any provision of this Agreement shall affect any other provision of this Agreement. In addition, no failure on the part of either party to exercise, and no delay in exercising any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right.

22. **ENTIRE AGREEMENT AND UNDERSTANDING**

This Agreement contains all of the terms agreed by the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, contracts, arrangements, and communications between the parties concerning such subject matter, whether oral or written. This Agreement may be modified, amended, superseded or otherwise altered during its term only by an express written "Modification," denominated as such, approved by the Board in a public meeting, and signed by each of the parties hereto. Any written modification shall be attached to this Agreement.

23. **SEVERABILITY**

The provisions of this Agreement shall be deemed severable, the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity and enforceability of other provisions. This Agreement shall be construed in all respects as if such invalid or unenforceable provision(s) were omitted.

24. **TIME LIMIT FOR FILING CLAIMS/WAIVER OF STATUTE OF LIMITATIONS/VENUE**

The parties agree that they shall submit any dispute regarding Superintendent's employment with the Board to a court of competent jurisdiction in Saginaw County, Michigan, or applicable federal court, within one-hundred eighty (180) calendar days of the event giving rise to the cause of action, or less if the applicable statute of limitations period is shorter for the specific cause of action. Failure to file a claim in court within the one-hundred eighty (180) day period shall result in a complete forfeiture of the party's right to litigate or otherwise try the dispute. A party's failure to file a cause of action in

the proper forum shall not toll the party's filing period.

25. WAIVER OF JURY TRIAL

THE SUPERINTENDENT AND THE BOARD AFTER CONSULTING WITH THEIR RESPECTIVE LEGAL COUNSEL, HEREBY IRREVOCABLY WAIVE THE RIGHT TO A JURY TRIAL IN ANY COURT ACTION ARISING BETWEEN THE PARTIES, WHETHER UNDER THIS AGREEMENT OR OTHERWISE RELATED TO THIS AGREEMENT, AND WHETHER MADE BY CLAIM, COUNTERCLAIM, THIRD PARTY CLAIM OR OTHERWISE.

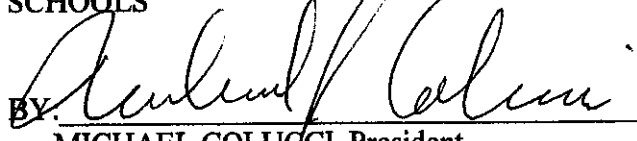
Each party has read this Agreement, has had the opportunity to ask questions, and has signed this Agreement knowingly, voluntarily, without duress, and with the intent to be legally bound.

SUPERINTENDENT

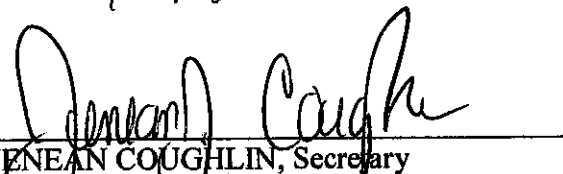

D. BRUCE MARTIN

Dated: 9/24, 2018

SAGINAW TOWNSHIP COMMUNITY SCHOOLS

BY: 
MICHAEL COLUCCI, President

Dated: 9/24, 2018

BY: 
JENEAN COUGHLIN, Secretary

Dated: 9-24, 2018