

SUPERINTENDENT OF SALINE AREA SCHOOLS

AGREEMENT for July 1, 2019 – June 30, 2025

NAME: **SCOT GRADEN**

SALARY / HOURLY WAGE: **\$164,000**

Employment

Employer hereby employs Employee, and Employee hereby accepts employment by Employer upon the Terms and Conditions set forth in this agreement.

Duties and Obligations

- Employee shall serve as Superintendent for Employer, reporting in such capacity directly to the Board of Education, and the Employee's duties and powers in such capacity, as Employee shall be as determined, from time to time, by the Board of Education.
- Employee's duties shall include, but are not limited to, the day-to-day administration of the Employer In accord with the Policies and Directives of the Board of Education.

Extent of Services

Employee shall not, during the term of this agreement, be engaged in any other business activity requiring any amount of the Employee's business time, whether or not such business is pursued for gain, profit or pecuniary advantage.

Duration of Agreement

- The term of this Agreement shall commence July 1, 2020 and shall be a five (5) year contract, terminating on June 30, 2025.
- The Employer shall be entitled to terminate the Employee's employment at any time during the term of this contract for reasons which are not arbitrary and capricious.
- The forgoing standards for termination of this Contract during its term shall not be applicable to nonrenewal of this contract at the expiration of its term. Non-renewal of this contract shall be governed by the procedures provided for in Section 1229 of the Michigan Revised School Code.
- In the event the Employer undertakes to dismiss Employee during the term of this contract, he/she shall be entitled to written notice of charges and an opportunity for a hearing before the Board. In the event of termination of employment during the term of this Contract, this Contract shall automatically terminate and the Employer shall have no further obligation hereunder.
- This contract may be terminated during its term pursuant to a reduction in administrative personnel, as determined by the Employer. The Employee shall be given at least thirty (30) days notice of termination prior to his/her effective day of layoff. In the event of layoff, the Employer shall have no further obligation under this contract.
- Employer reserves the right to transfer Employee to another administrative position. Upon transfer to a new administrative position, Employee shall be compensated at the rate of pay of the new position.

Continued Service

The Employee agrees that he/she shall not be deemed to be granted continuing tenure in his/her capacity as Employee.

Representations

- The Employer relies upon the Employee's representation that the Employee is:
 - Competent to serve the Employer;
 - Holds and maintains all certificates and credentials required by law and by the Board to serve the Employer in the position assigned;
 - Will commence and perform all assigned duties, obey and fulfill all policies, directives, decisions, rules and regulations of the Employer issued by the Board of Education;
 - Will faithfully serve and protect the interests of the Employer during the terms of this Agreement;
 - Will not take any action or require an interest adverse to that of the Employer;
 - Will not withhold from the Board of Education, and will promptly report to the Board of Education, any information that may affect the business of the Employer;
 - Shall not at any time engage in acts of dishonesty, fraud, insubordination, failure to follow instructions, or any other acts or conduct detrimental to the business of the Employer, as determined by the Board of Education.

Medical Examination

At the Board's request, the Employee may be required to submit to a physical examination by a licensed physician as named by the Board of Education. Should the medical insurance coverage provided by the Board of Education not cover the cost of such examination, the Board of Education shall cover all costs of such examination.

Evaluation

The Employee's performance shall be evaluated in accordance with the requirements of the Revised School Code.

Reimbursement of Expenses, Travel and Conference Attendance and Professional Dues

- The Administrator shall be reimbursed by the Board for all reasonable out-of-pocket expenses incurred while performing official functions of the Board.
- It is mutually agreed that in the event the Administrator uses his/her personal automobile for school purposes within or without the school District, the District shall reimburse the Administrator at the present maximum allowable rate as prescribed by the Internal Revenue Service.
- Approval of requests to attend state and national conferences, workshops, graduate courses, and/or other administratively-related training programs at the District's expense, shall be determined by the Board of Education based on appropriateness of the program as it relates to the District's current educational endeavors and the availability of funds. Beginning on July 1, 2009, each administrator will be allowed up to \$750 annually for professional development. Any unused funds may be rolled forward throughout the duration of the agreement. Individual administrators may share any of their unused funds with another administrator with the approval of the Superintendent or designee. The amount shared shall not be greater than the amount the administrator is entitled at the time shared. If a member leaves employment prior to the end of the school year the allowance will be prorated.
- The Employer will pay the Employee's annual Professional Dues for two professional organizations agreed upon with the Superintendent.
- The Employee is expected to be visible and maintain relationships within the Saline community. In such capacity, Employee and his/her family are expected to attend various Saline events such as but not limited to fundraisers, dinners, golf benefits, etc. The Employer shall reimburse the Employee for out-of-pocket expenses incurred to attend said functions up to \$2,000 annually.

Education Reimbursement

- The Board of Education recognizes that it is of primary importance for all Saline administrative personnel to continue their professional educational growth and development, as well as to maintain their administrative certification. It is further recognized that each Administrator shall maintain through continuous quality improvement, his/her administrative competencies, technical skills, and his/her knowledge of current professional and educational practices. Pursuant to this philosophy, the Board shall reimburse each Administrator for his/her graduate classes and/or SCECH granting workshops, conferences, or seminars in order to maintain administrative certification. The following conditions are to be met:
 - The Board approves the payment prior to the Administrator incurring the costs.
 - When college credit has the option of a grade or pass/fail, the Administrator must take the grade option and have a "B" or better in order for the course work to qualify. When college credit can only be secured through a pass/fail, the credit will count if the Administrator earns "pass." Proof of successful completion must be given to the Superintendent or his/her designee within forty-five (45) calendar days of successful completion of course work.
 - If the Administrator fails to meet the above requirement or if the Administrator resigns or is terminated from Saline Area Schools, a check, in the full amount for the current course(s) including fees must be issued to the District within the same forty-five (45) calendar days as outlined in #1.
 - Administrators taking courses that will not result in a new degree or certificate shall be limited to no more than four (4) graduate level credits during each fiscal year.
 - Administrators working toward a degree program related to educational leadership, curriculum, education theory, or other school administration areas must submit a plan of study in advance to the Superintendent for review. Administrators will be compensated for all credits as designated in the plan of study.

Compensation / Adjustments

Compensation for future years of the agreement shall be determined annually by the Board of Education.

Tax Sheltered Annuity

Saline Area Schools, (the District) agrees to provide the Employee with an annual contribution equal to 7.35% of the base salary in the form of a tax sheltered annuity to be deposited in one of the District's investment programs with The Standard, (either 403(b) or 457).

Terms and Conditions

- The employee must provide the District Benefits Coordinator with account information for the investment program of the employee's choice at least ten (10) business days prior to the first deposit date.
- The employee is responsible for ensuring compliance with all IRS contribution caps, (including catch-up provisions for participants over age 50).
- The employee is responsible for any and all early withdrawal penalties, which may occur as a result of the employee's request for an early withdrawal.
- It is understood and agreed that no monies paid under the tax sheltered annuity provision will be included in the employee's wages for retirement purposes, nor will the District make any retirement contribution to the Michigan Public School Employee Retirement System on these monies.
- The payments made by the District under this tax sheltered annuity addendum are in addition to whatever other compensation to which the central office administrator is otherwise entitled by contract.
- This provision shall be effective for each year of the central office administrator's contract.

Vacation and Holidays

Employee shall be eligible for twenty (20) days of paid vacation each year, taken at such times as approved by the Board of Education, together with such school holidays and vacation periods during the regular school year as determined by the Board. Vacation days are not cumulative. The Employer will not reimburse the Employee for unused vacation days.

Personal Business, Funeral Leave, Sick Days, Jury Duty

- **Personal Business:** The Employee shall be allowed up to three (3) Personal Business Days each school year. Personal Business Days may not be used in conjunction with breaks or holidays. Personal Business Days are to be used for business that cannot be conducted at another time. Documentation may be required for Personal Business Days used during the school year. Unused Personal Business Days shall convert to sick days at the end of the year up to a maximum of 90 total sick days.
- **Funeral Leave:** The Employee shall be granted up to 10 days for a death in the immediate family. The immediate family shall be defined as father, mother, spouse, children, brother, sister, grandchildren, grandparents and in-laws in these same categories. Use of such days shall not reduce the employee's vacation, sick or personal business leave.
- **Sick Days:** The administrator shall have annually available to them thirteen, (13) sick days which can be accumulated if unused to a maximum of ninety, (90) days, at which time Long--Term Disability becomes effective. Excessive absence due to illness may require a doctor's excuse upon request of the employer. All absences due to illness will be reported to the employer. Up to 15 sick days may be used annually for illness in the immediate family. The immediate family shall be defined as father, mother, spouse, children, brother, sister, grandchildren, grandparents, father-in-law and mother-in-law.
- **Jury Duty:** A leave of absence shall be granted for required jury duty, court appearance as a non--party witness, or when a party defendant incident to his/her employment, provided that the Board shall only be obligated to pay an amount equal to the difference between salary as computed on a daily basis and the daily fee paid by the court.
- **Family & Medical Leaves/FMLA:** The District will comply with the Family Medical Leave Act consistent with Board Policy.

Insurance

Employee shall be covered by the following insurance benefits, subject to the Terms and Conditions of the Employer's Group Insurance Policies:

The Employee is eligible for health, dental, vision, long-term disability and life insurance, (see benefit guide for policy details). In no case shall the district provide benefits until the first of the month following the completion of 60 calendar days of employment. Should the Employee leave the District, the benefits shall be terminated on the day the Employee's service ends. District paid COBRA benefits will be continued for up to 18, (eighteen) months only if the Employee makes arrangements to maintain the group coverage by paying the monthly premium in advance as arranged by the Benefits Coordinator.

The Employer shall select, at its discretion, the insurance carrier to provide these benefits and may, at its discretion, switch

insurance carriers at any time. Please refer to the *Benefits Guide* for additional information regarding plan choices. Employer maximum defined contribution will be the same as the current ESP contribution in any given contract year, with the Employee paying the difference between the maximum defined contribution and the actual premium cost:

Employees who voluntarily opt out of health insurance shall receive cash-in-lieu, (with the amount being the (same as the current ESP contribution in any given contract year) plus single dental, vision, life & LTD.

Life Insurance: 2x base annual salary
AD&D Insurance: 2x base annual salary

Flexible Spending

A “Flexible Spending Account” Plan will be implemented. The District will assume the administrative costs of the Plan.

Hold Harmless

The Employer shall provide to the Employee, at no expense to Employee, legal counsel and representation in any legal action brought by third parties against Employee as Employee and either hold Employee harmless or insure Employee, to the extent permitted by law, against all liability that results from Employee’s performance in the course and scope of Employee’s employment as Employee.

Entire Agreement

This Agreement supersedes and cancels all prior Agreements, whether verbal or written, between Employer and Employee and constitutes the entire Agreement. The Employee further acknowledges that neither Employer nor any other person or entity has made any representation to the Employee, which has not been expressly stated in this Agreement. There are no understandings or Agreements with Employee that are not included in this document. Any Agreement or Agreements supplemental hereto shall not be binding upon either party unless executed in writing by the President of the Board as authorized and directed by the Board on behalf of Employer, and by the Employee. Employer shall provide and the Employee shall accept as compensation and benefits for all services rendered hereunder as set forth within this document.

Binding Effect

This Agreement shall be binding upon and ensure the benefit of the Employer, its successors and assigns, and to the Employee, the Employee’s heirs, executors and personal representatives.

Use of Michigan Law

The laws of the State of Michigan will govern the validity, construction, interpretation and performance of this Agreement. Any part of this Agreement prohibited by the laws of the State of Michigan shall, as to that part only, be ineffective without invalidating the remaining parts of this Agreement, and as to the affected part, shall be interpreted to carry out the intent of the parts consistent with the laws of the State of Michigan.

I hereby accept employment from Saline Area Schools and understand and accept the conditions of employment as written in this document. I understand and agree that employment and Saline Area Schools can terminate compensation, with or without cause. In this event, I also understand that I have no right to, or any basis to expect, continued employment by Saline Area Schools beyond the scope of this contract. Any representation which may have been made or which may be made in the future, which may be inconsistent with this written statement shall be null and void.

Dispute Resolution - Arbitration Clause

Any and all claims by the Administrator that there has been a violation, misinterpretation, or misapplication of any provision of this agreement, including non-renewal or violation of any applicable state or federal laws will be adjudicated exclusively through the grievance procedure as noted herein:

- The grievance shall be reduced to writing and submitted to the Board Secretary within twenty (20) days of the alleged grievance. In the event the grievance is not resolved in the step outlined above, the grievant may submit the grievance to the Board Secretary within ten days.
Within fourteen working days of the receipt of the grievance, the Board or its designee shall meet with the Administrator in an effort to resolve the grievance. A disposition of the grievance in writing by the Board shall be made not later than ten working days thereafter.
- If the Administrator is not satisfied with the Board’s disposition of the grievance, or if a disposition has not been made within the period above, the Administrator may seek relief by invoking arbitration in writing within ten days in accordance with the Voluntary Arbitration Rules of the American Arbitration Association. The parties shall share the fees and expenses of the Arbitrator equally. The Arbitrator’s decision shall be final and binding on the parties.

Legal Representation:

The employee shall be granted access to Saline Area Schools District Attorneys to represent the employee in the event of a contract review by the Office of Retirement Systems at no cost to the employee.

Severance Stipend:

Upon severing employment, Saline Area Schools shall provide a severance stipend equal to \$1,500 for each year of administrative service with the District. Years of service in any other capacity with Saline Area Schools shall not count for the severance stipend.

- To be eligible for participation in this program, an Administrator must satisfy all of the following requirements:
 - Completion of ten (10) years of service in the Saline Area Schools as an Administrator (excluding periods of layoff and unpaid leave) immediately preceding his/her separation of employment with the District.
 - The Administrator must be employed with the Saline Area School District on the last workday prior to his/her separation.
 - The Administrator must submit a written resignation at least thirty (30) days prior to the intended date of resignation. A request to waive the 30-day notification may be made under extenuating circumstances.
- An Administrator who satisfies the requirements set forth above to receive the separation stipend may receive payment before September 30 of the year of separation or on the 2nd payday in January the year following separation.
- It is understood and agreed that no monies paid under any of the foregoing provisions will be included in the recipient's wages for retirement purposes nor will the school District make any retirement contribution to the Michigan Public School Employees Retirement System on these monies.
- An Administrator leaving under this plan will have his/her stipend reduced by any amount he/she receives as unemployment compensation charged against Saline Area Schools.
- This paragraph shall apply to Administrators who satisfy the ten (10) year service requirement but who have periods of part-time service within those years.
- The payment(s) under this separation stipend program are in addition to whatever other compensation to which the departing Administrator is otherwise entitled.

Scot Graden

Scot Graden, Superintendent

07/14/2020

Date

Heidi Pfannes

Heidi Pfannes, Board of Education President

07/14/2020

Date