

SUPERINTENDENT'S EMPLOYMENT AGREEMENT

The Board of Education of the Flat Rock Community School District (the Board) agrees to employ Andrew Brodie (the Superintendent) as the District's Superintendent of Schools, and the Superintendent agrees to serve the Board in that capacity, according to the following terms and conditions:

1. Term. The Board will employ the Superintendent for the period from June 1, 2019 until June 30, 2022. Should the Board desire not to renew this Agreement, the Board will give the Superintendent notice of its decision in the manner required by the Revised School Code.

2. Tenure. The Superintendent shall not have or acquire tenure as Superintendent of Schools or in any other administrative or assigned capacity. The District's failure to continue the Superintendent's employment after the term of this Agreement, or re-employ him in another capacity, will not be considered a breach of this Agreement.

3. Qualifications. The Superintendent represents and warrants that he meets, and will continue to meet, at least the minimum qualifications and certifications required by the State of Michigan to serve as the District's Superintendent of Schools.

4. Duties. The Superintendent is engaged as Superintendent in the district to be assigned to perform the duties and responsibilities of superintendent of schools as prescribed by the Board of Education pursuant to the Michigan School Code, and as may be established, modified or amended from time to time by the Board. The Superintendent acknowledges the ultimate authority of the Board with respect to his assignment and duties and agrees faithfully to perform the duties and responsibilities assigned by the Board and to comply with the lawful directives of the Board with respect to them. The Superintendent shall devote his talents, skills, efforts and abilities to the competent and proficient fulfillment of all duties and responsibilities of the position assigned. Further, the Superintendent shall comply with and fulfill all duties and responsibilities and tasks required by state and federal law and regulations and carry out the educational programs and policies of the School District for which he is responsible during the term of this agreement. Further, the Superintendent shall use his best efforts to maintain and improve the quality of the operation of the School District and constantly promote efficiency in all areas of his responsibility. The Superintendent will not withhold from the Board, and will promptly report to the Board, any fact or information which would, or might, affect or be relevant to the business of the School District. The Board collectively and individually shall refer promptly all criticism, complaints and suggestions called to their attention to the Superintendent for study and recommendation.

5. Salary and Other Remuneration.

A) Salary: The Superintendent's salary for each year will be \$126479.00 pro-rated for the number of weeks actually worked, payable in equal installments over the course of the school year. The Board and

Superintendent shall also establish criteria for job performance and job accomplishments as a significant factor in determining compensation and any and all additional compensation in accordance with guidelines promulgated by the Michigan Department of Education that may be applicable. The Superintendent's salary shall be reviewed annually and may be increased by mutual agreement in the following manner:

The superintendent will receive a compensation increase based on merit and effectiveness with regards to the Board of Education's Superintendent evaluation of performance. The following ratings will garner the specific increase for the proceeding school year.

Highly effective - 2% increase

Effective - 1% Increase

Minimally Effective - 0%

Ineffective - 0%

- B) Tax Sheltered Annuity. The Superintendent shall annually receive a tax sheltered annuity of 20000.00.
 - C) State and Federal Program. The Board directs Superintendent or designee to serve as the District's State and Federal Program Director.
 - D) Vehicle Allowance. The Superintendent shall receive a monthly vehicle allowance of \$300.00 for use of his personal vehicle for the day-to-day business of the District. Any unusual vehicle expenses, any mileage which is greater than that incurred in the usual, day-to-day, use of his vehicle, (i.e. long distance trips), shall be submitted and paid in conformance with Paragraph 8.
 - E) Method of Payment. The Superintendent's compensation under this paragraph shall be paid biweekly, 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 District will provide the Superintendent the following fringe benefits:
- A. The same health and other insurance benefits, including health care, dental, optical, and disability insurance, provided to central office administration; however, in the event that the District's contribution toward the cost of the insurance premiums for such benefits is not capped, the Superintendent agrees to contribute a minimum of 20% of

such premium cost and/or as otherwise required by the Publicly Funded Health Insurance Contribution Act, 2011 PA 152, its amendments and successor legislation.

- B. Twenty-five (25) paid vacation days per school year, exclusive of legal holidays. The Superintendent shall schedule use of vacation days in a manner to minimize interference with the orderly operation and business of the District. Prior notice of vacation time in excess of 5 consecutive days shall be provided to the Board President. The Superintendent shall be compensated for unused vacation days on an annual basis and at the per diem under which they were earned.
- C. The Superintendent shall receive an allotment of fifteen (15) days per school year for sickness, injury, or personal business. The Superintendent's leave bank shall be capped at 90 days. The Superintendent shall receive the daily per diem annually for each unused allotted sick/personal day in excess of the 90 days. All unused days will be paid at the current per diem rate upon retirement or termination of this agreement.
- D. The Superintendent shall receive a maximum of three (3) total bereavement days per fiscal year to be used for any death in the Superintendent's or spouse's immediate family. Immediate family shall include: father, mother, child, husband, wife, grandfather, grandmother, brother, sister. Additional days from the Superintendent's annual leave bank may be used for bereavement.
- E. Term life insurance with a death benefit in the amount of \$200,000.
- F. The Superintendent shall receive Long Term Disability Insurance. This plan shall include the following, or comparable, benefits:

Benefit of Salary – 66.67%

7. Disability of Superintendent. Should the Superintendent be unable to perform any or all of his duties by reason of illness, accident or other cause beyond his control, and if the disability continues for more than 90 days during any school year, or if it is permanent, irreparable or of such a nature as to make the performance of the Superintendent's duties impossible, the Board may, in its discretion, terminate this agreement, and all the duties, rights and obligations of both parties shall end.

8. Expenses. The District will reimburse the Superintendent for reasonable and necessary expenses incurred on District business upon his presentation of itemized expense statements. These expenses shall include memberships dues and fees in ASCD, AASA, MASA,

and any other organizations the Board determines that it would be advantageous for the District to have him be a member.

9. Other Work and Interests. The Superintendent may not accept other employment or work, or acquire interests, that may be adverse to or otherwise interfere with his ability to execute his duties under this Agreement, except with prior notice to and approval by the Board.

10. Professional Development. The District will pay, or reimburse the Superintendent, for reasonable and appropriate professional activities for which he has obtained advance Board approval. The District shall reimburse the Superintendent for tuition and textbook costs, not to exceed \$2,000. annually, for classes taken to improve his educational credentials.

11. Evaluation. Annually, but no later than December 1st of each year, the Board of Education shall, during the term of this Agreement, review with the Superintendent the Superintendent's performance, which may include progress toward established goals and his working relationships with the Board, staff and community. The Board and Superintendent shall also establish criteria for job performance and job accomplishments as a significant factor in determining compensation and additional compensation in accordance with guidelines promulgated by the Michigan Department of Education that may be applicable. The Superintendent shall remind the Board of the duty to evaluate him, in writing, each year on or before October 1st.

12. Indemnification. To the extent allowed by law, the District will defend and indemnify the Superintendent in the event he becomes a party or is threatened to be made a party to any threatened or pending civil action for acts or omissions within the scope of his employment as Superintendent of Schools. The Superintendent will immediately notify the Board and the District of any request for defense or indemnification. The Board and the District have the right to conduct the defense of any civil action for which the Superintendent requests defense or indemnification and the Superintendent will fully cooperate with the Board and the District in such defense. This paragraph survives the expiration of this Agreement.

13. Termination. The Superintendent may terminate this Agreement during its term by providing the Board with at least 90 days advance notice. The Board or the District may terminate this Agreement without further obligation or liability to the Superintendent for salary, remuneration or fringe benefits, if the Superintendent commits acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetence, and/or inefficiency; if the Superintendent materially breaches the terms and conditions of the Agreement; and/or if the Superintendent commits acts otherwise constituting just cause for discharge. "Just cause" shall specifically include, but not be limited to, conviction for offenses involving impairment or illegal possession related to drugs or alcohol. The "just-cause" standard for termination of this Agreement during its term shall not apply to non-renewal of this Agreement at any interval at which the Board is required to take action to renew or not renew it, which decision is

discretionary with the Board of Education, or upon final expiration of the term of the Agreement.

14. Arbitration. The Superintendent and the District agree that any and all claims arising from, or relating to, the Superintendent's employment with the District or this Agreement will be subject to final and binding arbitration according to the American Arbitration Association's National Rules for the Resolution of Employment Disputes. The Superintendent and the District 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 District 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.

15. Limitations of Actions. The Superintendent and the District agree that any civil action or demand for arbitration must be filed no later than 180 calendar days from the date on which the claim or cause of action upon which the civil action or demand for arbitration is based accrued or no later than 30 days from the termination of the Superintendent's employment, whichever is sooner. The District and the Superintendent waive any longer limitations period.

16. Waiver of Breach. The Board and the District will not waive any breach of any provision of this Agreement except in writing. Such a waiver will not waive future breaches.

17. Severability. If any provision of this Agreement is prohibited by the laws of the United States or the State of Michigan, that provision will be unenforceable without invalidating the remaining provisions of this Agreement.

18. Entire Agreement. This Agreement is the Parties' entire agreement and supersedes any other prior or contemporaneous agreement, written or verbal. The Agreement may not be modified or rescinded except by another written agreement, approved by the Board in a public meeting, and signed by both the Parties.

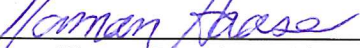
BOARD OF EDUCATION
FLAT ROCK COMMUNITY SCHOOLS

SUPERINTENDENT



Andrew Brodie

Dated: 8/7/19

By: 

Norman Haase, Board President

Dated: 8/8/19

By: 

Tara Aubuchon, Board Secretary

Dated: 9-9-19