

SUPERINTENDENT'S EMPLOYMENT AGREEMENT

The Board of Education of the Riverview Community Schools (the "Board") agrees to employ Joseph J. Hatzl (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 a period of three (3) school years, from July 1, 2022 until June 30, 2025. Should the Board of Education of the School District desire not to renew this Agreement, the Board will give the Superintendent notice of its decision at least 90 days before the expiration and will otherwise comply with the revised school code.

2. **Extension.** This contract may be extended either by option of the Board of Education or by operation of law, as follows:

Board Option: The Board of Education, no later than June 30 of each year during the term of this contract, may extend the contract for an additional one-year period. In exercising this option, the Board of Education also shall establish the annual salary to be paid to the Administrator for the school year included in the extension. Unless mutually agreed, all other terms and conditions of this contract shall remain unchanged. The Board of Education in its sole discretion and with or without cause may decline to extend this contract for an additional year.

Operation of Law: Unless the Board of Education gives written notice of non-renewal of this contract to the Administrator at least 90 days before the contract's termination date, this contract, will, without further action, be automatically renewed for an additional one-year period as provided by MCL 380.1229. The Superintendent shall advise the Board of Education of this obligation in December if the contract terminates at the end of that school year.

3. **Tenure.** The Superintendent will 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.

4. **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.

5. **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 this 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/her 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 by the Board 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.

6. **Salary and Other Remuneration.**

- A) Salary: The Superintendent's salary will be One Hundred Fifty Thousand (\$150,000) Dollars, pro-rated for the number of weeks actually worked, payable in equal installments over the course of the school year. Said salary shall be inclusive of a tax-sheltered annuity contribution, the amount of which shall be determined by the Superintendent on a yearly basis. 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.
- B) Negotiated Annual Base Salary: At least thirty (30) days prior to July 1 of each year during the existence of this Agreement or any extension thereof, the parties will negotiate regarding salary and benefits for Superintendent for the following school year. In the absence of mutual agreement on a salary and benefits increase or decrease, Superintendent's salary and benefits and the term of the Agreement shall remain at the then current amount herein provided.

- C) Method of Payment. The Superintendent's compensation shall be paid twice per month on the 10th and 25th day of each month, 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.
- D) In addition to the salary stated in 6(A), above, the Superintendent shall be eligible for an additional annual contribution to his tax-sheltered annuity of Four Thousand (\$4,000) Dollars upon completion of the annual performance review resulting in a rating of effective or higher. The annuity must meet the requirements of Internal Revenue Code Section 403(b). The Superintendent's rights under the annuity contract shall be non-forfeitable except as provided in the annuity contract. The Superintendent may arrange through a salary-reduction agreement for additional District contributions to the annuity on his/her behalf within the applicable legal limits.
- E) Extra Hours Credit: The following dollar amounts shall be added to the base salary upon attainment of graduate credit hours and advanced degrees, per the following schedule:

<u>M.A.</u>	<u>Ed. Spec.</u>	<u>Doctorate</u>
Base	\$2,700	\$3,600

- F) It is the goal of the Board to gradually increase the fund balance to the recommended 15% of expenditures. At the same time, the Board desires to treat employees fairly. This proposal accomplishes both objectives.
- First \$350,000 of annual operating surplus (excluding earmarked COVID relief and other State and Federal funds that cannot be applied to general funding and encumbered sinking funds) goes to the Fund Balance.
 - .68% of annual operating surplus in excess of \$350,000 distributed to the Superintendent.
 - Distribution will be made within 60 days of the Board's acceptance of the annual audit. To be eligible for the distribution, the Superintendent must be a current employee at the time of distribution and must have worked the entire year.
 - This applies for the 2022-2023 school year only.

7. **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 other central office administrators of the District. Term life insurance at two times the Superintendent's then current salary shall be provided.
- B. Twenty (20) paid vacation days for each school year, exclusive of legal holidays. The Superintendent may elect to carry-over up to ten (10) unused days to the subsequent year, or the Superintendent shall be paid on a per diem basis for up to ten (10) unused vacation days to be added to the annuity defined in Section 6(D).
- C. The Superintendent shall receive fifteen (15) scheduled absences per year for sickness, injury or personal business. The superintendents leave bank shall be capped at 75 days. The Superintendent shall be entitled to all of his/her accumulated scheduled absences available on the first day of July. The scheduled absences will be based on the rate of 1.25 days for each month (July through June) in which the Superintendent works a majority of the days scheduled for that month. At the beginning of the school year, the Superintendent shall have immediately available for use his/her entire scheduled absence for the current year. Upon retirement/resignation the unused (banked) scheduled absence days shall be paid out at one-half of the Superintendent's then current per diem, limited to 75 days. Further, any banked days earned under the RAC and REA collective bargaining agreements are frozen at their specific values, but may be immediately paid-out, rolled-over, or partially paid-out and rolled-over at the Superintendent's determination.
- D. Up to five (5) days per occurrence to attend the funeral of a member of the Superintendent's immediate family defined as follows: father, mother, father-in-law, mother-in-law, spouse, children, brother or sister, grandparents or grandchildren (of employee or spouse), and any other blood relative or in-law residing in the same household.

8. **Disability.** The Superintendent shall be granted full pay for the first 13 weeks, and 75% pay for the next 13 weeks for personal illness or disability which exceed five consecutive work days in duration. The rate of pay for purposes of income protection shall be the Superintendent's rate of pay on the first day of illness or disability. For protection beyond the 180th consecutive day, long-term disability insurance providing payments equal to 67% of salary at the time the disability absence commenced shall begin. The Superintendent shall furnish

medical certification to the Board regarding the necessity for the disability leave. If the Board has reason to doubt the validity of the medical certification supplied by the Superintendent, it may require a second opinion, at Board expense. After taking such disability leave, the Superintendent shall provide the Board a certification that he is fit for duty from the Superintendent's health care provider. A second opinion may be required by the Board, at its expense, unless such a second opinion in this context is precluded by the Family and Medical

Leave Act. 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.

9. Expenses. The District will reimburse the Superintendent for reasonable and necessary expenses incurred on District business upon the presentation of itemized expense statements.

10. 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/her duties under this Agreement, except with prior notice to and approval by the Board.

11. Professional Development. The District will pay, or reimburse the Superintendent, for reasonable and appropriate professional organizations and activities for which he has obtained advance Board approval.

12. Evaluation. Annually, 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.

13. Indemnification. 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.

14. Resignation: The Superintendent agrees to give sixty days written notice to the Board of his intention to terminate this agreement.

15. Termination. The Board may terminate this Agreement without further obligation or liability to the Superintendent for salary, remuneration or fringe benefits, if said termination is not arbitrary or capricious., This shall include 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 appropriate reason(s) for discharge. Said reasons shall specifically include, but not be limited to, conviction for offenses involving impairment or illegal possession related to drugs or alcohol. The stated 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. Should this contract be non-renewed by the Board, or should the Superintendent resign, the Parties shall comply with MCL 38.91. Superintendent shall be returned to a teaching position for which he is certified and qualified, with preference over non-tenured staff. Further, in the event of non-renewal or resignation, Superintendent will be given first consideration for any then open administrative positions. Should the Superintendent be discharged for cause, these reassignment provisions shall be inapplicable.

16. 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.


17. Limitations of Actions. The Superintendent and the District agree that any demand for arbitration must be filed no later than 90 calendar days from the date upon which the claim accrued. The District and the Superintendent waive any longer limitations period.

18. 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.

19. 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.

20. Entire Agreement. This Agreement is the parties' entire agreement and supersedes any other prior or contemporaneous agreement, written or verbal. The Agreement

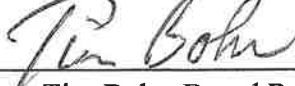
may not be modified or rescinded except by another written agreement, approved by the Board in a public meeting, and signed by both the parties.



Joseph J. Hatzl

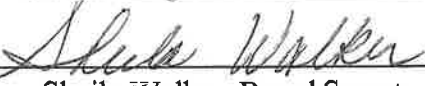
Dated: 5-10-2022

RIVERVIEW COMMUNITY SCHOOLS:

By: 

Tim Bohr, Board President

Dated: 5/10/22

By: 

Sheila Walker, Board Secretary

Dated: 5/10/2022