

**Tecumseh Public Schools
Superintendent Employment Contract**

In accordance with the action found in the meeting minutes of the **Board of Education** (the "Board") of the Tecumseh Public Schools (the "District") held on October 7, 2019, the Board appoints Richard W. Hilderley (the "Superintendent") as its Superintendent of Schools according to the terms and conditions of this Contract for a period commencing October 21, 2019, and concluding on June 30, 2023.

Term. The Superintendent's contract term shall begin on October 21, 2019, and end on June 30, 2023, according to the terms and conditions of this Contract as specifically described below. Any extension of this Contract requires the express approval of the Board. The first opportunity for the Board to consider extension will occur in 2023.

1. ***Certification/Qualifications.*** The Superintendent represents that he possesses and will maintain the requisite certification or qualifications to the position assigned and that this Contract is terminable if it is determined by the Board, the Michigan Department of Education, or other proper authority that the Superintendent does not possess the requisite certification or qualifications to perform the responsibilities associated with his position.

This provision is intended to enable the District to comply with applicable state laws pertaining to the certification or qualifications of the position of Superintendent and to avoid any jeopardy to the District's operation or funding, or subjecting the Board, its members, or the District to any fines, penalties, or sanctions of any nature.

2. ***Duties.*** The Superintendent shall faithfully and diligently perform the duties of Superintendent of the Tecumseh Public Schools as required by law and as prescribed by the Board through its policies, regulations, and directives, as well as those duties that may be further established, modified, or amended from time to time by the Board.
 - A. The Superintendent acknowledges the ultimate authority of the Board as to his duties and will comply with Board directives to implement the Board's policies and education programs.
 - B. The Superintendent will comply with and fulfill all duties and tasks for which he is responsible as required by state and federal law, as well as by the Board.
 - C. The Superintendent shall recommend, effect, or cause to be effected, the Board's policies, rules, regulations, bylaws, and programs as may be needed.
 - D. As the chief executive officer of the District, the Superintendent will administer the District's instructional, personnel, and business affairs, subject to the direction of the Board.

- E. The Superintendent shall act as an advisor to the Board on matters pertaining to school administration, and shall inform the Board about administrative action taken on its behalf.
 - F. The Superintendent is subject to assignment and transfer to another administrative position of employment with the District at the Board's discretion.
3. **Compensation.** The Superintendent shall receive compensation for the performance of duties under this Contract at an annual rate of \$162,000 per contract year. This amount will be prorated for the first year of the contract. This amount is subject to any deduction required by law and will be remitted on the District's regular payroll. The Superintendent shall receive no other remuneration for services rendered under this Contract, except as specifically described below:
- A. The first year of the contract shall be paid in ~~eighteen (18)~~ substantially equal bi-weekly installments, beginning with the commencement of the Contract until June 30, 2020. After the first year of the contract, the annual salary shall be paid in twenty-six (26) substantially equal bi-weekly installments (unless otherwise agreed to by the parties), beginning with the commencement of the Contract year (July 1 - June 30).
 - B. The Board retains the right to increase the Superintendent's annual salary during the term of this Contract, but in no event shall the salary be less than that for the previous Contract year.
 - C. Payroll deductions may be made as required by law or as authorized by the Superintendent.
 - D. Consistent with Section 1250 of the Revised School Code, the Superintendent's job performance and job accomplishment will be significant factors in determining any adjustment to the Superintendent's compensation.
 - E. Any adjustment in salary made during the term of this Contract shall be in the form of a written amendment and, when executed by the Superintendent and the Board, shall become a part of this Contract.

In addition to this annual salary, the Board shall contribute 3.5% of compensation as an employer non-elective contribution annually on the Superintendent's behalf to a tax-deferred annuity plan as remuneration for services rendered. If the Superintendent's employment terminates prior to the end of a school fiscal year, the School District's annual contribution shall be pro-rated for that school fiscal year.

4. **Authorized Absence and Leave.** The Superintendent shall diligently perform his/her duties in a timely and professional manner. The Superintendent's absence from duty due to personal illness or personal business shall be promptly reported to the Board

President. The Superintendent shall consult with the Board President before taking any planned vacation days.

5. **Insurance Programs.** Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder, or third-party administrator, beginning October 21, 2019, the Board shall make premium payments on behalf of the Superintendent and his eligible dependents for the following listed group insurance plans, subject to possible modification as stated below:
- Medical benefit plan
 - Dental insurance
 - Vision insurance
 - Long-term disability insurance

The Board reserves the right to change the identity of the insurance carrier, policyholder or third party administrator for any of the above coverage's, provided that comparable coverage, as determined by the Board, is maintained during the term of this Agreement. The Board shall not be required to remit premiums for any insurance coverage for Employee, and his/her eligible dependents, if enrollment or coverage is denied by the insurance underwriter, policyholder or third party administrator. The terms of any contract or policy issued by any insurance company or third party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage and other related matters. Employee is responsible for assuring completion of all forms and documents needed to receive the above described insurance coverage. The Board, by remitting the premium payments required to provide the above described insurance coverage(s), shall be relieved from all liability with respect to the insurance benefits.

The Board has the right to allocate to the Superintendent the responsibility for a portion of the benefit plan costs for the insurance coverage specified above, as may be determined by the Board, in its discretion. The Board's contribution shall not exceed the statutory hard cap rate under the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. Adjustments will be applied at the beginning of the medical benefit plan coverage year which begins on January 1 of each calendar year. The Board will notify the Superintendent of the amount for which he is responsible in excess of the Board-paid benefit plan costs contributions. The amount of benefit plan cost contributions designated by the Board as the Superintendent's responsibility shall be payroll-deducted from the Superintendent's wages.

6. **Life Insurance.** The Board will pay the premium for a term life insurance policy on the Superintendent's life with a death benefit of two times annual base salary. The Superintendent is responsible for completion of all forms and requirements needed to receive the above-described insurance coverage. The Board, by payment of the premiums required to provide this benefit described in this sub-paragraph, will be relieved from all liabilities with respect to the benefits provided. The failure of an insurance company to provide a benefit or benefits, for any reason, will not result in

any liability to the Board and will not be considered a breach by the Board of this or any other agreement.

7. ***Errors and Omission Insurance.*** The Board will pay the premium amount for errors and omissions insurance coverage for the Superintendent while engaged in the performance of a governmental function and while the Superintendent is acting within the scope of his authority. The policy limits for this coverage shall be not less than One Million Dollars (\$1,000,000).
 - A. The terms of the errors and omissions insurance policy shall control the Superintendent's defense and indemnity. The Board's sole obligation shall be limited to the payment of premium amounts for the above errors and omissions coverage.
 - B. If such insurance coverage cannot be purchased in the above amount or at a reasonable premium rate, the Board will promptly notify the Superintendent of that fact and the parties will promptly meet and confer to reach a mutually agreeable solution to address that situation. In that event, the Board agrees on a case-by-case basis to consider providing legal defense or indemnification to the Superintendent as authorized under MCL 691.1408 and MCL 380.11a(3)(d).
8. ***Performance Evaluation.*** The Superintendent's performance shall be evaluated by the Board, at least annually. This evaluation process shall comply with Section 1249b of the Revised School Code (or its successor provision). The Board shall use MASB's Superintendent Evaluation Instrument and the Michigan Association of School Boards shall train all Board members conducting the evaluation in the tool's use.
9. ***Reimbursed Expenses.*** The District shall reimburse the Superintendent for all reasonable expenses resulting from the performance of his duties as Superintendent, including travel, meals, and lodging in accordance with the District's expense and reimbursement procedures. Any expense to be incurred by the Superintendent for out-of-district travel shall be submitted in advance for review and approval by the Board.
10. ***Mileage.*** The District shall reimburse the Superintendent at the current IRS mileage rate for use of his vehicle in conducting District-related business. The Superintendent shall keep contemporaneous records of such business mileage and shall submit a monthly mileage reimbursement form to the Business Office.
11. ***Professional Dues.*** The Board shall pay the Superintendent's association dues for membership in the American Association of School Administrators (AASA), the Michigan Association of School Administrators (MASA), and the MASA region in which the District is located. The District will pay the costs of other memberships for the Superintendent with prior approval from the Board. The District shall also pay the annual dues for local service organizations of the Superintendent's choice, subject to approval by the Board President.

12. **Professional Development.** The Superintendent may attend appropriate professional meetings, conferences, or workshops at the local, state and national levels, as well as training related to professional development and certification. The District shall pay the Superintendent's reasonable expenses related to that attendance including registration fees, tuition, travel, lodging, and meal expenses for himself in accordance with Board policy.
13. **Sick Leave.** If the Superintendent is absent from duty on account of personal illness or disability, he shall be allowed full pay for a total of 12 days per contract year. For year one, the number of sick days shall be eight (8). Unused paid leave days hereunder shall be cumulative to a maximum of 90 days for absence due to personal illness or disability of the Superintendent.
14. **Personal Business Days.** The Superintendent shall receive three (3) personal business days per Contract year, which shall not accumulate. For year one, the number of personal days shall be two (2). Application for personal business days will be made to the Board or its designee at least twenty-four (24) hours in advance. If the urgency of the leave is of such a nature that the request in writing is not practical, verbal notice to the Board President will be sufficient, and the written request will be submitted to the Board or its designee upon return from leave. The decision of the Board on the justification of personal days will be final and not subject to the appeal procedure.
15. **Bereavement Leave.** The Superintendent may use up to five (5) days per Contract Year, without loss of pay, related to the death of the Superintendent's spouse, child (including daughter/son-in law), parent, guardian, grandparent, grandchild, or sibling, as well as for the same relatives for the Superintendent's spouse, or dependent of the immediate household.
16. **Work Coverage.** Employees shall be present at work covering no less than the period when the classes in the facility for which they are responsible are in session and their staff is present, unless preapproved by the Board. Employees shall also be present at school related and/or sponsored programs, activities, conferences, meetings, events, and other functions outside of the regular school day as reasonably requested by the Board.
17. **Vacation.** With the exception of the first year of the contract, the Superintendent is employed on the basis of fifty-two (52) weeks of work per contract year (July 1 - June 30), as scheduled by the Board. The Superintendent shall be granted paid vacation time of twenty (20) working days per Contract Year, in addition to the holidays recognized by the District and identified in ¶ 19 below. For year one, the number of vacation days shall be fourteen (14).
 - A. The Superintendent shall schedule use of vacation days in a manner to minimize interference with the District's business and orderly operation. All vacation scheduling is subject to the approval of the Board President.

- B. Unused vacation days will roll into the subsequent school year and must be used before August 31, annually. The Superintendent shall not receive any additional compensation in lieu of use of vacation days.

18. **Holidays.** Consistent with the District's calendar, the Superintendent is entitled to the following holidays for which no service to the District is required: Labor Day, Thanksgiving Day and the day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Memorial Day, Independence Day.

If the holiday falls on the weekend, the day shall be taken in accordance with the District holiday schedule.

19. **Disability Leave.** In the event of the Superintendent's mental or physical incapacity to perform the duties of his office, he shall be granted an initial leave of ninety (90) work days for purpose of recovery. The Superintendent shall first exhaust any accumulated sick leave under this contract before triggering this paid disability leave. Upon using leave under this provision, the Superintendent shall furnish medical certification to the Board (or its designee) as to the necessity for the leave.

- A. If the Board (or designee) has reason to doubt the validity of the medical certification supplied by the Superintendent, it may require a second opinion, at Board expense.

- B. The Superintendent may request a ninety (90) work-day unpaid leave extension in the event of his physical or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is a verified prognosis that the Superintendent will be able to resume his duties at the end of the extended leave interval. Medical certification shall be supplied by the Superintendent as a condition to any leave extension. Any extensions of leave for this purpose shall be at the Board's discretion.

- C. If the Superintendent is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any leave extension), his employment and this Contract may be terminated at the Board's option. However, no such termination shall occur when restoration after leave is required by the Family and Medical Leave Act.

- D. Before any resumption of duty after an unpaid leave of absence for a serious health condition, the Superintendent shall provide to the Board a fitness for duty certification from the Superintendent's health care provider. A second opinion may be required by the Board, at its expense, unless the securing of the second opinion is precluded by the Family and Medical Leave Act.

20. **Medical Examination.** The Superintendent shall submit to such medical examinations (including drug or alcohol tests), supply such information, and execute such documents as may be required by any underwriter, policyholder, or third-party administrator

providing insurance programs specified under this Contract, or as may be directed by the Board to determine the Superintendent's ability to perform the essential job functions required by that assignment, with or without reasonable job accommodation(s).

A. Upon the Board's request, the Superintendent shall authorize the release of medical information necessary to determine if the Superintendent is able to perform the essential job functions required by his assignment, with or without reasonable job accommodation(s).

B. Any medical or psychological examination or disclosure of such information required of the Superintendent by the Board shall be job-related and consistent with business necessity.

C. Any medical or psychological examination under this section shall be at Board expense and shall be conducted by appropriate medical personnel of the Board's choice.

D. Any information obtained from medical or psychological examinations or inquiries shall be confidential. The Superintendent may receive the results of Board-ordered tests and examinations upon written request.

21. ***No Tenure in Position.*** The Superintendent agrees that he is not granted continuing tenure in the position of Superintendent or in any other administrative capacity by virtue of this Contract or any employment assignment within the District.

22. ***Nonrenewal.*** The Board's decision not to continue or renew the Superintendent's employment for any subsequent period in any capacity (other than as a classroom teacher as may be required by the Michigan Teachers' Tenure Act) is not a breach of this Contract or a discharge or demotion under the Michigan Teachers' Tenure Act.

23. ***Suspension and Termination.*** The Board is entitled to suspend or terminate the Superintendent's employment at any time during the term of this Contract for a material breach of this Contract or for any reason that is not arbitrary or capricious.

A. The foregoing standard for termination of this Contract during its term shall not apply to nonrenewal of this Contract at the expiration of its term, which decision is discretionary with the Board and shall be governed by Section 1229 of the Revised School Code, MCL 380.1229.

B. If the Board undertakes to suspend or terminate the Superintendent during the term of this Contract, he shall be entitled to written notice of charges and an opportunity for a hearing before the Board. This timeline may be waived if mutually agreed by the parties.

- C. The Superintendent may be represented by legal counsel at this hearing, but at his expense.
- D. If the Board terminates the Superintendent's employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further contractual obligation to the Superintendent.

24. **Arbitration.** In the event of any dispute between the parties relating to discharge of the Superintendent during the term of this Contract, the parties hereby agree to submit such to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association, and shall comply with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.

- A. The parties intend that this process of dispute resolution shall include all contract and statutory claims advanced by the Superintendent arising from his termination during the term of this Contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. However, this agreement to arbitrate does not restrict the Superintendent from filing a claim or charge 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 claims for unemployment compensation or workers' compensation which may be brought by the Superintendent. Instead, this agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings.
- B. This agreement to arbitrate means that the Superintendent waives his/her right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, the Superintendent has the right to representation by counsel of his/her choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery, and the right to a fair hearing. However, the Superintendent, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.
- C. The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and the Superintendent, subject to the Superintendent's right 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 hundred eighty (180) days of the effective date of the Superintendent's termination during the term of this Contract. The arbitrator's Decision and Award shall be final and binding and judgment thereon may be entered in the Lenawee County Circuit.

25. *Limitations Period.* The Superintendent agrees that any claim or suit arising out of his employment with the Board must be filed no later than six (6) months after the date of the employment action that is the subject of the claim or suit. The Superintendent understands that the statute of limitations for claims arising out of an employment action may be longer, but agrees to be bound by the six (6) month period of limitation set forth in this contract and expressly waives any statute of limitations to the contrary. Should a court of competent jurisdiction determine that this provision allows an unreasonably short period of time to commence a lawsuit, it is the parties' intent that the court should enforce this provision to the extent possible and declare the lawsuit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.
26. *Entire Agreement.* This Contract contains the entire agreement and understanding between the Board and the Superintendent about his employment with the District. Prior or concurrent representations, promises, contracts, or understandings (written or oral) not contained in this Contract have no effect.
- A. Any prior agreement (written or oral) pertaining to the terms of this Contract is cancelled and superseded by this Contract. Provided, however, that this Contract is voidable under the Revised School Code's provisions pertaining to criminal history and records checks.
 - B. No change or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board as reflected in its minutes, and signed by the Superintendent and the Board President and Secretary.
 - C. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provisions of this Contract at such time or at any other time.
27. *Severability.* If any provision of this Contract becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Contract shall continue in full force and effect without said provision(s).
28. *Applicable Law.* This Contract shall be governed by and interpreted in accordance with the laws of the State of Michigan.
29. *Authorization.* This Contract is executed on behalf of the District pursuant to the authority contained in the Board resolution adopted on October 7, 2019, the same being incorporated herein by reference.
30. *Acknowledgment.* Each party acknowledges that they have read this Agreement and agree to the terms and conditions herein contained and further agree that time shall be deemed of the very essence of this Agreement.

IN WITNESS WHEREOF, the parties have affixed their signatures below.

Superintendent


10-14-19, 2019



Richard Hilderley

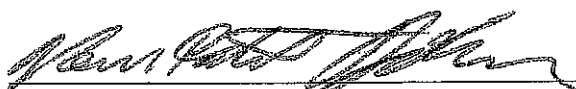
**Board of Education - Tecumseh Public
School/School District**

10-7-19, 2019



Tim Simpson, Its President

10-7-2019, 2019



Kevin Johnson, Its Secretary