

EMPLOYMENT CONTRACT
BETWEEN
TRICIA HILL
AND
MT. MORRIS CONSOLIDATED SCHOOL DISTRICT
NO. 3
GENESEE COUNTY, MICHIGAN

This Employment Contract made and entered into as of the 14th day of June, 2011, by and between MT. MORRIS CONSOLIDATED SCHOOLS, DISTRICT NO. 3, GENESEE COUNTY, MICHIGAN, (hereinafter referred to as the DISTRICT), by its governing body, the Board of Education of the District, (hereinafter referred to as the BOARD), and TRICIA HILL (hereinafter referred to as the SUPERINTENDENT), WITNESS TO:

WHEREAS, the District desires to provide the Superintendent with a written Employment contract in order to enhance administrative stability and continuity within the schools which the District believes generally improves the quality of its over-all educational programs, and

WHEREAS, the District and Superintendent believe that a written Employment Contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the schools of the District.

NOW, THEREFORE, the District and the Superintendent for the consideration herein specified, agree as follows:

1. **TERM:**
The District, in consideration of the promises of the Superintendent herein contained, employs, and the Superintendent accepts employment, as Superintendent of Schools of the District for a term commencing July 1, 2011 and ending June 30, 2014.
2. **PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES OF SUPERINTENDENT:**
 - A. **QUALIFICATIONS:** (i) The Superintendent represents that at the date of execution here of she possesses the qualifications for the position, Superintendent, required by law and by the Board. (ii) It is further expressly understood and agreed that if the Superintendent shall at any time and for any reason not possess the minimum statutory qualifications for that position, whether now in force or hereafter enacted by the Legislature, this Contract shall terminate immediately and without notice, anything herein to the contrary notwithstanding.
 - B. **DUTIES:** The Superintendent shall have charge of the administration of the affairs and schools of the District under the direction of the Board. She shall be the chief executive officer of the District; shall direct and assign teachers and

other employees of the District under her supervision; shall organize, reorganize and arrange all business affairs of the District in a manner that best serves the District subject to the approval of the board; shall from time to time suggest regulations, rules and procedures deemed necessary for the well ordering of the District; and perform such other duties as may be prescribed by the board from time to time. The Superintendent shall attend all Board meetings and all Board and citizen committee meetings, serve as an ex-officio member of all Board committees and provide administrative recommendations on each item of business considered by each of these groups, unless otherwise directed by Board consensus or vote.

The Superintendent agrees to perform the duties of Superintendent of Schools in a competent and professional manner, subject to the established policies and regulations of the Board and the laws of the State of Michigan, whether now in force or hereafter adopted, and to carry out, or cause to be carried out, the education program and policies of the Board during the term of this Contract. The Superintendent agrees to devote her full working time to the performance of his duties as Superintendent and to engage in no other gainful employment during the term of this Contract, unless agreed to in writing by the Board.

- C. OUTSIDE ACTIVITIES: The Superintendent shall attend meetings at the local, State and national levels as deemed appropriate by the Superintendent and the Board. The Superintendent shall be reimbursed for her expenses in connection therewith, except she shall not be reimbursed for any expenses of whatsoever kind and nature incurred in traveling to and from and staying at destinations more than 100 miles from the nearest boundary of the District unless the trip shall have prior approval of the Board by consensus or vote.

3. **COMPENSATION, MERIT PAY PLAN AND RETIREMENT BENEFITS:**

- A. SALARY: The District shall pay the Superintendent the following salary:

2011-12	\$122,000
2012-13	To be determined
2013-14	To be determined

The Superintendent's compensation for the second year ending June 30, 2013, and third year ending June 30, 2014, shall be mutually adjusted between the Superintendent and the Board prior to the start of the respective school year.

- B. LONGEVITY: After the 3rd year of service, the Superintendent shall receive an annual longevity payment in addition to her annual salary of \$2,500 and continue there on until further adjustments are made. The longevity payment will be made the first regular pay date in July.

C. ANNUITY: The Board, in addition to compensation described in paragraph 3A, will contribute the sum of 7% of the Superintendent's base salary into Board approved carrier(s).

D. SEVERANCE PAY: The Board shall pay the Superintendent \$100 per day for each unused sick day upon retirement from the District as described below:

To qualify for severance pay, the Superintendent must qualify for retirement under the policy of the Michigan Public School Employees Retirement System.

4. EXPENSES:

A. DUES: The District shall pay the dues for the membership in appropriate local, State and national organizations as determined by the Board.

B. AUTOMOBILE EXPENSE: The Board shall provide the Superintendent with a monthly automobile allowance of \$200. Further, the Superintendent shall be reimbursed by the board for the mileage (at the IRS rate) for travel to and from the District in connection with performance of job related responsibilities.

C. TUITION PAYMENT: The Board shall provide the Superintendent up to \$7,500 per fiscal year for an advanced degree and subject to prior discussion with the Board President and being relevant to the performance as Superintendent.

D. CELL PHONE REIMBURSEMENT:
The superintendent will receive cell phone reimbursement up to \$55.00 per month or \$660 per year. In order to receive the reimbursement, the Superintendent is required to submit monthly billing documentation at the end of each school year.

5. VACATIONS AND OTHER BENEFITS:

A. VACATION, SICK AND PERSONAL DAYS: The Superintendent shall be entitled to 25 days of vacation, 12 sick and 5 personal days with pay per year. Up to 10 vacation days per year may be carried from one year to the next, but may not be used thereafter. Sick days may be used for personal or family illness. Vacation and personal days will be utilized so as to minimize disruption of school district operations. The Superintendent may also choose to be compensated for up to 10 unused vacation days each year.

SICK DAYS: The Superintendent will be allowed unused sick day accumulation from year to year with a maximum of 100 total accumulated days. Any unused sick days, including unused personal days in excess of the 100 days maximum allowable accumulation, shall be paid at the rate of \$5 below the current substitute teacher daily rate.

B. LIFE INSURANCE: The District shall provide and pay the premiums for a term life insurance policy insuring the life of the Superintendent, with a face value of

two times the Superintendent's annual salary.

C. LONG-TERM DISABILITY INSURANCE: The District will provide, yearly, Long-Term Disability insurance for the Superintendent equivalent to the MASB SET/SEG D-60 Plan. If the Superintendent becomes disabled, the District shall continue to pay his salary commencing with the date of disability and continuing during the waiting period required by the insurance policy.

D. HOSPITALIZATION, MEDICAL, OPTICAL AND DENTAL BENEFITS: The Board shall provide full family medical insurance coverage equivalent to the current Health Plus OPDOX1Q1 \$5/\$10 Rx offered to the Mt. Morris Administrators Education Association (MMAEA). The Board shall also provide full family optical and dental insurance coverage equivalent to the current SET/SEG policy offered to the MMAEA.

6. ANNUAL EVALUATION, AND MEDICAL EXAMINATIONS:

A. ANNUAL EVALUATION: The Board and the Superintendent shall develop a mid-year (no later than the end of January) evaluation process which shall be approved by the Board and which shall be implemented during each year of the Contract. If at any time the Board is dissatisfied with the performance of the Superintendent, it is to be brought to the Superintendent's attention immediately to allow for immediate and effective communication and operation of district business.

B. MEDICAL EXAMINATIONS: The Superintendent agrees to have a comprehensive medical examination during each year of the Contract. A statement certifying to the physical competency of the Superintendent shall be reviewed with the President of the Board. The Board will pay the physician's reasonable expenses not covered by insurance and not to exceed \$500 per annum.

7. NON-TENURE STATUS:

It is expressly understood and agreed that the Superintendent shall not be deemed to be granted continuing tenure in her capacity as Superintendent or in any administrative capacity by virtue of this Contract of Employment.

8. ASSIGNMENT AND TRANSFER:

The Superintendent is subject to assignment and transfer to another administrative position within the District for non-arbitrary or capricious reason(s) and shall be paid in accordance with the terms and conditions of this contract until it ends or at an earlier mutually agreeable date.

9. TERMINATION AND NON-RENEWAL OF CONTRACT:

A. TERMINATION DURING CONTRACT TERM: This Contract may be terminated during the contract term for just cause. Just cause includes, but is not limited to, neglect of duty, incompetency and conduct seriously prejudicial to the District. Notice of charges against the Superintendent deemed sufficient by the

Board to constitute just cause for the Superintendent's discharge shall be given in writing to the Superintendent and the Superintendent's discharge shall be given in writing to the Superintendent and the Superintendent shall be entitled to appear before the Board to discuss the charges. The Superintendent may be accompanied by an attorney at such meeting. He shall pay all attorney fees and costs thus incurred unless the notice of charges shall be revoked, in which case the District shall pay the Superintendent's reasonable attorney fees and costs.

Upon mutual written agreement by the Board and the Superintendent, and upon 30 days prior written notice, his Contract and the employment of the Superintendent may be terminated without penalty or prejudice against the Board, the District or the Superintendent. In this event, the Board shall pay to the Superintendent all remuneration and benefits accrued, but unpaid, during the period of employment prior to such termination.

B. NON-RENEWAL OF CONTRACT:

Non-renewal of the Superintendent's Contract shall be governed exclusively by the Michigan School Code, MCL 380.1229(1). The decision for non-renewal of the agreement is at the sole discretion of the Board at its will. The just cause standard in Section 9A, Termination During Contract Term, shall not be applied in any manner whatsoever to the at will standard for non-renewal conditions in this section.

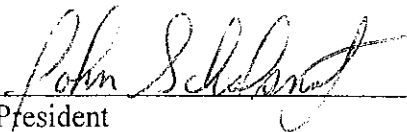
10. SAVINGS CLAUSE:

If, during the term of this Contract, it is found that any provision of this Contract violates any Federal or State law or any rule or regulation promulgated there under, such provision shall be void and of no effect, but the remainder of the contract shall remain in full force and effect.

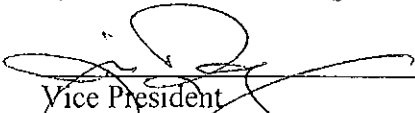
11. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof, and supersedes any prior oral discussions, and may not be amended, renewed or extended except in writing (addendum or otherwise) duly adopted and executed by the parties.


This Contract of Employment is executed by the members of the Board of Education pursuant to the Resolution adopted at a duly called and held meeting of the Board of Education.




President Date 6-14-11



Vice President Date 6-14-11



Secretary Date 6-14-11



Treasurer Date 6-14-11

Thomas M. Duplanty 6-14-11
Trustee Date

Warren Treacy 6/14/11
Trustee Date

Bill [unclear] 6/14/11
Trustee Date

Tricia Hill 6/14/11
Tricia Hill, Superintendent Date

Addendum
to the contract of
Tricia Hill, Superintendent

The following language will be added:

5. D. The Superintendent shall pay 10% of health, vision and dental premiums.

John Schepers 9-13-11
President Date

Tricia L. Hill 9/9/11
Tricia Hill, Superintendent Date