

Employment Contract for Superintendent of Schools
Between
Timothy W. Hughes
And the Ashley Community Schools
Board of Education

THIS CONTRACT of Employment constitutes an agreement by and between the Board of Education of Ashley Community Schools (subsequently referred to as "*Board of Education*," "*Board*" or "*School District*") and Timothy W. Hughes (subsequently referred to as "*Superintendent*" or "*Administrator*"). The terms of the Contract are provided below:

- 1. TERM.** The Administrator is employed for the term of 24 months from July 1, 2011, through June 30, 2013, subject to extension, non-renewal and discharge as provided in this Contract. The Board shall review the Administrator's performance each contract year by March 1 as provided in Paragraph 4, **EVALUATION.** The Board may consider extension of this Contract at any time. Pursuant to Section 1229(1) of the Revised School Code, the contract of a superintendent may be non-renewed by the Board of Education. However, the Board agrees to provide Administrator with actual written notice that his contract has been non-renewed at least 120 days prior to the termination of his contract. The Board agrees that if such advance written notice of Board action non-renewing the Administrator's contract has not been provided at least 120 days prior to the termination of his contract, his employment contract is renewed for an additional one-year period. Any extension shall be in writing and executed by both parties.

The Board recognizes the right of the Administrator to pursue other employment opportunities. The Administrator may terminate this Contract for such reason by giving not less than one hundred twenty (120) calendar days written notice to the President of the Board, unless otherwise agreed by the parties in writing.

- 2. CERTIFICATION.** Administrator represents that he is a teacher with current Michigan teacher certification. Administrator shall furnish and maintain for the duration of this Contract in the central administrative offices of the School District evidence that he satisfies all the requirements of Michigan law and administrative rules of the Michigan Department of Education, e.g., for continuing education requirements, for holding the position of Superintendent or for any other position to which he may be assigned by the Board. Failure to maintain and keep current such evidence shall be sufficient cause for discharge.
- 3. DUTIES.** The Administrator agrees to serve the School District and to faithfully perform the duties of Superintendent as designated by the Board or the duties of any other position to which he may be assigned by the Board in a competent and professional manner in compliance with the laws, rules and regulations applicable to the School District and in compliance with the policies, regulations and practices of the Board. Duties of the Superintendent include, but are not limited to, those duties required by former Section 132 of the School Code of 1976 i.e., the Administrator is to recommend teachers necessary for the proper operation of the schools, suspend a teacher for cause until the Board may consider the suspension, supervise and direct the work of teachers and other employees

of the Board, classify and control the promotion of pupils, recommend to the Board the best methods of arranging the course of study and proper textbooks to be used, make written reports to the Board at least annually with regard to matters pertaining to the educational interests of the School District and written report(s) to the State Board of Education as may be required, assist the Board in matters pertaining to the general welfare of the School District and perform such other duties as may be required by the Board from time to time, and put into practice the educational policies of the State and of the Board within the means provided by the Board, annual evaluation of building principals and such other duties as may be assigned by the Board from time to time. The Administrator will act as an advisor to the Board on matters pertaining to the administration of the School District, and will inform the Board of administrative action taken on its behalf. The Superintendent shall recommend, effect, or cause to be effected the policies and programs of the Board. The Administrator will faithfully and diligently fulfill all the duties and obligations of the position to which he is assigned and shall serve as the chief administrative officer of the School District.

4. **EVALUATION.** The Board shall evaluate the performance of the Administrator at least annually using the criteria and evaluation process provided by the Board and reviewed by the Board and the Administrator. Unless otherwise mutually agreed by the parties, evaluation of the Administrator and review of the evaluation of his performance shall occur by March 1 of each contract year. The Administrator shall remind the Board in writing not later than December 1st of each contract year of the Board's obligation to conduct and complete an evaluation of the Administrator by March 1st of each contract year. It is understood that the Administrator may request that the Board meet in closed session to review his evaluation pursuant to Section 8(a) of the Michigan Open Meetings Act (for review of a periodic personnel evaluation).
5. **TENURE EXCLUSION.** The Administrator shall not be deemed to be granted, nor shall he acquire tenure as an Administrator in the position of Superintendent or in any other non-classroom or non-teaching position to which he may be assigned, but shall be deemed to have been granted continuing tenure as an active classroom teacher in accordance with the provisions of the Michigan Teachers' Tenure Act.
6. **PROFESSIONAL GROWTH.** The Administrator may attend appropriate professional meetings. Reasonable and necessary receipted expenses shall be reimbursed, subject to Board review and approval. Attendance by the Administrator at out-of-state educational meetings, seminars or conferences requires prior approval by the Board. The time away from the School District and/or the duties and responsibilities of the Administrator's position shall be limited and reasonable as determined by the Board. The Administrator shall keep the Board timely informed of local, regional and state educational meetings, seminars and conferences he attends.
7. **PROFESSIONAL LIABILITY.** The Board shall, as provided in this part, maintain a liability insurance policy with the Administrator covered as an insured subject to the terms and conditions of the policy (including cancellation and renewal). In no case will individual Board members be considered personally liable for indemnifying the Administrator against any demands, claims, suits, actions and legal proceedings.

8. **COMPENSATION.** The Board agrees to pay the Administrator for his services during each year of this Contract. An annual salary of **\$82,931 (eighty two thousand nine hundred thirty one dollars)** shall be paid for 2011-12. Salary for 2012-2013 shall be set by the Board by June 30, 2012.
9. **ANNUITY.** Provided the Administrator elects MESSA Pak B and does not elect Pak A Health Insurance, the Administrator shall receive a monthly cash option through a qualified Section 125 of the Internal Revenue Code in the amount of \$395 per month.
10. **PROFESSIONAL DUES.** The School District shall pay the association dues of the Administrator for the American Association of School Administrators, the Michigan Association of School Administrators, and MASA Region 4, as well as any other appropriate affiliations which may be approved in advance by the Board in the exercise of its discretion.
11. **EXAMINATION.** The Administrator agrees to have a comprehensive medical examination annually and provide the Board President with a letter from the physician certifying that the Administrator is physically fit to perform his job duties and responsibilities. Such letter shall be treated as confidential information (except as may otherwise be required by law). Upon request of the Board President, the Administrator shall provide the Board President with a letter from an appropriate physician selected by the Board President certifying that the Administrator is physically and mentally fit to perform his job duties and responsibilities. (Such a request may be made annually, but may not be made arbitrarily or without good and sufficient justification and must be business related.) Any letter or certification will be treated as confidential information (except as may otherwise be required by law). The School District shall pay the cost of any examination and reports not covered by the Administrator's insurance.
12. **FRINGE BENEFITS.** The School District shall provide the Administrator with the following benefits:
- Health, dental, vision and long-term disability insurance provided other administrative employees. Such benefits are subject to change at any time without notice on the same basis as change for other full-time professional administrative staff, provided, however, benefits provided the Administrator under this provision of the Contract shall not be less than benefits provided other full time professional administrative staff, and all benefits are subject in all respects to the rules, regulations and contractual provisions, including eligibility and the selection by the Board of alternative providers of the various benefit plans by the School District.
 - Term life insurance in the amount of 2 times the Administrators annual salary with a policy selected by the School District.
 - **Twelve (12)** compensated sick leave days per year, not to exceed 100 days total. No compensation shall be paid to the Administrator for unused, accumulated sick days at the time he leaves the employment of the Board or if sick leave days are "lost" because Administrator already has accumulated 100 days. The Administrator shall, upon request of the Board President, provide a statement from the Administrator's physician should a concern exist that sick leave days are not being properly utilized. Such a request must be job related. The Administrator shall be examined for physical or mental fitness by an appropriate medical professional upon request by the Board President for a second opinion, if determined necessary,

but such request may not be made arbitrarily or without good and sufficient justification and must be job related and a business necessity, with all costs not covered by the Administrator's insurance paid by the School District. Any such information shall be treated as confidential (except as may otherwise be required by law).

- **Four weeks (20 days)** of vacation time per year shall be provided excluding weekends and legal holidays, during which time compensation shall be paid in full. The Administrator will not schedule his vacation during the time when his presence and leadership are critical to the School District as determined by the Board President. The Administrator may not use more than five (5) consecutive business days for vacation unless with prior approval by the Board. Unused vacation days do not accumulate or "carryover" from one contract year to another contract year unless with approval of the Board. Further, unused vacation days are not compensable when the Administrator leaves the employment of the District. The Administrator shall inform the Board President in advance of any time the Administrator is scheduled to be on vacation or otherwise absent from a Board meeting.
 - **Four (4)** compensated personal days for each full contract year July 1 through June 30 are available for use by the Administrator at his discretion. Personal days may not be accumulated and do not "carryover". Personal days are not compensable when the Administrator leaves the employment of the Board.
 - **Five (5)** days of compensated bereavement leave per occurrence for death(s) in the "immediate family" as defined in the Master Agreement between the Board and the teachers association (MEA). Bereavement leave is not deducted from sick leave. Unused bereavement leave does not accumulate, does not "carryover" and is not compensable when the Administrator leaves the employment of the School District.
- 13. TRANSPORTATION.** The Board shall reimburse the Administrator at the rate of \$.30 per mile for use of his personal automobile in conducting reasonable and necessary District business in accordance with the position of Superintendent. This rate shall be subsequently reviewed by the Board and may be increased prospectively, but shall not be decreased. Payment at a higher rate may be paid prospectively only, but not retroactively. This rate covers all mileage driven by the Administrator for District business.

14. TERMINATION.

- A. The Board shall be entitled to terminate the Administrator's Contract at any time during the term of this Contract for good and just cause which shall be defined as an act(s) of moral turpitude, misconduct, fraud, insubordination, incompetence or if the Administrator materially breaches the terms of this Agreement. In the event that the Board undertakes to dismiss the Administrator during the term of this Contract, the Administrator shall be entitled to at least ten (10) business days advance written notice of charges and to an opportunity for a hearing before the Board. Said hearing shall be public or private at the option of the Administrator. At such hearing, the Administrator may have legal counsel at his own expense. In the event of termination of employment during the term of this Agreement, this Contract shall automatically terminate and the Board shall have no further obligation under this Contract. This Contract may be non-renewed at the discretion of the Board.

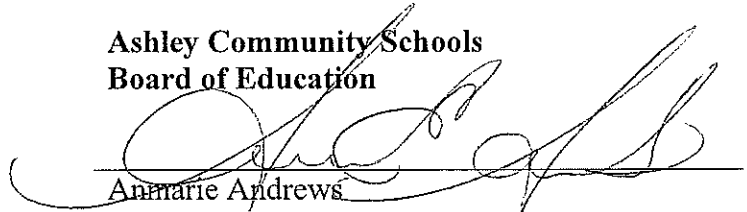
B. It is understood that Administrator is employed as a conditional employee subject to the terms of Section 1230 and Section 1230a of the Revised School Code concerning criminal records checks and the Board may void this Employment Contract consistent with these provisions of the Revised School Code.

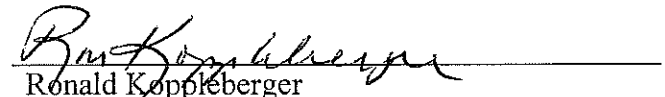
15. HOLIDAYS. Employment each year of this Contract shall be on the basis of fifty-two (52) weeks with annual vacation as provided in paragraph 11 above. Normal winter, spring and summer school breaks shall be work weeks unless otherwise specifically granted as vacation periods. The Administrator shall not be required to work on the holidays (as observed) provided by the School District's administrative calendar. Such holidays generally include the Fourth of July, Labor Day, Thanksgiving Day and the day after Thanksgiving Day, Christmas Eve and Christmas Day, New Year's Eve and New Year's Day, and Memorial Day as celebrated.

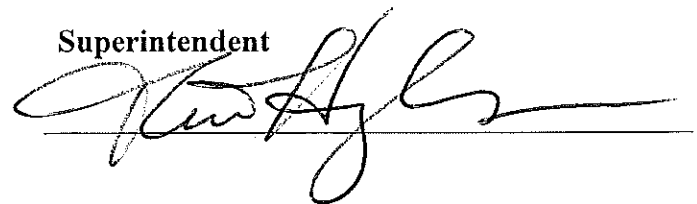
16. RESIDENCY. The Administrator shall maintain his residence within a 20 mile radius of the boundaries of Ashley Community Schools during the course of his employment with the Board.

17. SEVERABILITY. If any provision of this Contract is ruled illegal or unenforceable by a court of competent jurisdiction, the remainder of the Contract not affected by the ruling shall remain valid and in effect.

18. GOVERNING LAW. This Contract shall be governed by and interpreted in accordance with the laws of the State of Michigan.

Dated: June 20, 2011 By: 
Annmarie Andrews
President

Dated: June 20, 2011 By: 
Ronald Koppkeberger
Vice President

Dated: _____ By: 
Superintendent