

HILLSDALE COUNTY INTERMEDIATE SCHOOL DISTRICT

CONTRACT OF EMPLOYMENT

School Superintendent

1. TERMS OF EMPLOYMENT:

It is hereby agreed by and between the Board of Education of the Hillsdale Intermediate School District (hereinafter "Board") and Michael Potts (hereinafter "Superintendent") that pursuant to Sections 601a(1)(d), 623(1)(b) and 1229(1) of the Revised School Code, the Board in accordance with its action found in the minutes of its meeting held on the 6th day of June, 2011, has and does hereby employ the said Superintendent for a two-(2) year period commencing on July 1, 2011 and ending on June 30, 2013, according to the terms and conditions as described and set forth herein as follows:

2. DUTIES AND RESPONSIBILITIES:

Superintendent shall perform the duties of Superintendent as prescribed by the Board and as may be established, modified and/or amended from time to time by the Board. Superintendent acknowledges the ultimate authority of the Board with respect to his responsibilities and directions related thereto. Superintendent is subject to assignment and transfer to another administrative position of employment in the Intermediate School District at the discretion of the Board.

3. QUALIFICATIONS:

Superintendent represents that he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the provision of Sections 1246 and 1536 of the Revised School Code, regulations of the Michigan Department of Education, and those required by the Board to serve in the position assigned. Superintendent agrees, as a condition of his continued employment, to meet all certification and continuing education requirements for the position assigned, as are and may be required by law and/or by the State Board of Education. If at any time Superintendent fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

Superintendent agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Superintendent agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, Superintendent agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board to carry out the educational programs and policies of the Intermediate School District during the entire term of this Contract. Superintendent agrees to devote substantially all of his business time, attention and services to the diligent, faithful and competent discharge of his duties on behalf of the School District to enhance the operation of the School District and agrees to use his best efforts to maintain and improve the quality of the programs and services of the School District.

COMPENSATION:

Superintendent shall be paid at an annual (twelve month) salary rate of not less than One Hundred Forty-Seven Thousand Five Hundred Dollars (\$147,500) during the first year of this Contract and One Hundred Fifty Two Thousand Five Hundred Dollars (\$152,500) during the second year of this Contract in

consideration of his performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board.

Should Superintendent be assigned or transferred to another administrative position, the salary paid shall be as established by the Board for that position. The annual salary shall be paid in twenty-six (26) equal bi-weekly installments beginning with the commencement of the fiscal/contract year (July 1 - June 30).

The Board hereby retains the right to increase the annual salary of Superintendent during the term of this Contract. Consistent with the provisions of Section 1250 of the Revised School Code, Superintendent's job performance and job accomplishments will be significant factors in determining any adjustment to Superintendent's compensation. Any increase in salary made during the term of this Contract shall be in the form of a written amendment and when executed by Superintendent and the Board, shall become a part of this Contract.

WORK YEAR:

Superintendent is employed on the basis of fifty-two (52) weeks of work per contract/fiscal year (July 1 through June 30) as scheduled by the Board. Superintendent shall be granted vacation time of **twenty (20) days per fiscal year. The Superintendent shall be allowed to carry a maximum of ten (10) vacation days into the next fiscal year. Upon resignation, the Superintendent shall be paid for up to ten (10) vacation days at the current per diem rate.** Superintendent shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the Intermediate School District. All scheduling of vacation is subject to the approval of the Board.

EVALUATION:

Superintendent's performance shall be evaluated by the Board at least annually using multiple rating categories that take into account data on student growth as a significant factor.

TERMINATION OF CONTRACT:

The Board shall be entitled to terminate the Superintendent's employment at any time during the term of this Contract when it determines that Superintendent has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if Superintendent materially breaches the terms and conditions of this Contract, or for other causes found to be sufficient by the Board.

The foregoing standards for termination of this Contract during its term shall not be applicable to non-renewal of this Contract at the expiration of its term, which decision is discretionary with the Board.

In the event that the Board undertakes to dismiss 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. In the event of termination of employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

MEDICAL LEAVE:

In the event of Superintendent's mental and/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 and accrued vacation time, with the balance of the ninety (90) work day period to be unpaid. Upon utilizing leave under this provision, Superintendent shall furnish medical certification to the Board (or its designee) respecting the necessity for the leave.

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

Superintendent may request a ninety (90) work day unpaid leave extension in the event of his physical and/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 Superintendent will be able to resume his duties at the conclusion of the extended leave interval. Medical certification shall be supplied by Superintendent as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

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

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

TENURE EXCLUSION:

Superintendent agrees that he shall not be deemed to be granted continuing tenure in the position initially assigned or to which he may be assigned or transferred or in any capacity other than that of a classroom teacher, should the probationary period required for tenure as a teacher be fulfilled, by virtue of this Contract or any employment assignment (requiring certification) with the Intermediate School District. Nor shall the decision of the Board not to continue or renew the employment of Superintendent for any subsequent period in any capacity, other than as a classroom teacher, as may be required by the Teachers' Tenure Act, be deemed a breach of this Agreement or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

INSURANCE COVERAGE:

Superintendent shall submit to such medical examinations, supply such information and execute such documents as may be required by any underwriter, policyholder or third party Superintendent providing insurance programs specified under this Contract. Additionally, upon request of the Board, Superintendent shall authorize the release of medical information necessary to determine if Superintendent is capable of performing the essential job functions required by his assignment, with or without reasonable job accommodation(s). Any physical or mental examination or disclosure of such information required of Superintendent by the Board shall be job related and consistent with business necessity. Any medical or psychological examination under this section shall be at Board expense. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.

Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third party Superintendent, the Board shall make premium payments on behalf of Superintendent and his eligible dependents for enrollment in the following insurance programs:

Health insurance – MEBS WRAP Medical Plan/Caremark RX Wrap Plan

Dental insurance – SET Employee Benefits

Term life insurance – SET Employee Benefits

Vision insurance – SET Employee Benefits

Long Term Disability insurance – SET Employee Benefits

Superintendent shall contribute whatever employee premium contributions are required by law per month, whichever amount is greater, as a condition to participating and enrolling in the above insurance programs. Superintendent hereby authorizes payroll deduction for the above amount. **Should Superintendent elect not to be covered by health insurance, Superintendent shall receive a monthly payment of four hundred dollars (\$400) through the cafeteria plan for employees of the Intermediate School District.**

The Board reserves the right to change the identity of the insurance carrier, policyholder or third party Superintendent for any of the above coverages, 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 coverages for Superintendent and his eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder or third-party Superintendent. The terms of any contract or policy issued by any insurance company or third-party Superintendent shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. Superintendent 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 insurance benefits.

PAID LEAVE:

Superintendent is entitled to the following **thirteen (13)** holidays for which no service to the Intermediate School District is required: **New Year's Day, Good Friday, Memorial Day, Fourth of July, the Day Before (or After) the Fourth of July, Friday Before Labor Day, Labor Day, Thanksgiving Day, the Day After Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, and one floating holiday.**

If Superintendent is absent from duty on account of personal illness or disability, he shall be allowed full pay for a total of **twelve (12)** days per contract year. Unused paid leave days hereunder shall be cumulative to a maximum of **ninety (90)** days for absence due to personal illness or disability of Superintendent. **The superintendent will be reimbursed for any unused sick days above the 90 day cap at 75% of the current per diem rate. At the time the superintendent leaves the employ of the District, his accumulated sick leave will be paid at the time he resigns or retires at 75% of the current per diem rate. Additionally, Superintendent shall be afforded three (3) personal days per year which shall not accumulate as personal leave days but shall be converted to and accumulate for use as sick days if unused during the year they are available for use as personal leave days.**

PROFESSIONAL MEETINGS:

Superintendent shall be eligible to be reimbursed for travel, meals and lodging in accordance with per diem expense and reimbursement standards and procedures established by the Board. Any expense to be incurred by Superintendent for out-of-district travel shall be submitted in advance for review and approval by the Board. Superintendent shall be required to present an itemized account of his reasonable and necessary expenses in accordance with direction of the Board or its designee.

PROFESSIONAL ORGANIZATION MEMBERSHIP DUES:

Subject to express approval by the Board, the fees or dues for membership in appropriate professional organizations shall be paid by the Board. Subject to prior approval by the Board, the Superintendent may attend appropriate professional meetings at the local, state and national levels and shall be reimbursed for any approved items for himself in relation to such attendance thereto not prepaid by the Board, subject to any limitations for reimbursement that may be established by the board. Superintendent shall submit an itemized accounting of reasonable and necessary expenses incurred in such attendance to the Board to receive the authorized reimbursement. It is the intention of the Board to authorize Superintendent's attendance at state conferences and at least one national conference each year appropriate to the duties and responsibilities of the position of Superintendent.

ENTIRE CONTRACT AND UNDERSTANDING:

This Contract contains the entire agreement and understanding by and between the Board and Superintendent with respect to the employment of Superintendent and no prior or concurrent representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect. All prior contracts or other agreements (written or oral) pertaining to the terms of this contract are cancelled and are superseded by the terms of this contract. Provided, that this contract is voidable pursuant to the provisions of the Revised School Code pertaining to criminal records and criminal history checks.

No amendment to or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board reflected in its minutes, and signed by Superintendent and the President and Secretary of the Board. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provision of this Contract at such time or at any other time.

ARBITRATION:

In the event of any dispute between the parties relating to discharge of 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. Arbitration under this provision shall be conducted pursuant to the terms of the Michigan Arbitration Act, MCL 600.5001 *et seq* and MCR 3.602.

The parties intend that this process of dispute resolution shall be inclusive of all contract and statutory claims advanced by Superintendent arising from Superintendent's discharge 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 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 Superintendent. Instead, this agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings.

This agreement to arbitrate means that Superintendent is waiving his right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, Superintendent shall have the right to representation by counsel of his choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery and the right to a fair hearing. However, Superintendent, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.

The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and Superintendent, subject to the right of Superintendent 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 Superintendent's discharge during the term of this Contract. The Decision and Award of the arbitrator shall be final and binding and judgment thereon may be entered in the Circuit Court for the 1st (First) Judicial Circuit of Michigan Hillsdale County, pursuant to MCL 600.5001.

SEVERABILITY OF PROVISIONS:

If any provision of this Agreement 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).

Superintendent agrees that any claim or suit arising out of Superintendent's employment with the Board must be filed no more than six (6) months after the date of the employment action that is the subject of the claim or suit. Superintendent understands that the statute of limitations for claims arising out of an employment action may be longer than six (6) months, but agrees to be bound by the six (6) month period of limitation set forth herein and 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 law suit, it is the intent of the parties that the court enforce this provision to the extent possible and declare the law suit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.

EXECUTION OF CONTRACT:

This Agreement is executed on behalf of the Hillsdale County Intermediate School District pursuant to the authority granted as contained in the resolution of the Board adopted on June 6, 2011, the same being incorporated herein by reference.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

Date: 6-16-11



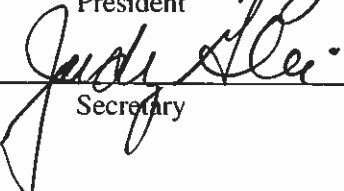
SUPERINTENDENT

HILLSDALE INTERMEDIATE SCHOOL DISTRICT
BOARD OF EDUCATION

Date: 6/16/11

By 

President

By 

Secretary