

SUPERINTENDENT OF SCHOOLS CONTRACT

This agreement by and between HAMILTON COMMUNITY SCHOOLS, Allegan County, State of Michigan, Employer, and David Tebo, a legally qualified Superintendent, Employee.

WITNESSETH:

1. **Term:** This contract shall take effect on the 1st day of July, 2011 and continue in force for a term of one year, renewable on or before June 30, 2012, subject to extension and termination as set forth below.
2. **Qualification:** The Employee hereby accepts said employment for said term and represents to the Board that he is qualified under the laws of the State of Michigan to act as Superintendent of Schools. The Employee agrees to conform to all provisions of law relative to the qualifications of a Superintendent of Schools. In accordance with the provisions of P.A. No. 163 of 1986 (MCL 380.1246) the Employee shall at all times possess a valid Michigan school administrator's certificate issued by the State Board of Education.
3. **Duties & Responsibilities:** The Employee agrees to perform all duties and responsibilities of the Superintendent for the Employer in a competent and professional manner in compliance with the laws applicable to the school district and the bylaws, policies, and regulations adopted by the Board of Education. The Employee agrees to devote his full time and efforts to his duties as Superintendent of Schools, except for such vacation periods as may be granted to him by the Board of Education of the Employer. The Employee will retain ownership of the phone and he responsible for all charges. The Employer agrees to neither use nor divulge the telephone number except as needed for critical district use.
4. **Extension:** Unless the Board gives written notice of non-renewal of this Contract to the Superintendent by April 30, 2012, this Contract will, without further action, be automatically renewed for an additional one-year period as provided by Public Act 183 of 1979. The Superintendent shall advise the Board in writing of this obligation during the month of February each year. Any period of extension shall be paid at the same bi-weekly installment rate in effect at the time of extension, unless the Board and the Superintendent mutually agree to a different rate of compensation.
5. **Termination:** The Board may dismiss the Superintendent and terminate this Contract at any time during its term hereof or any extension, for any act by the Superintendent of dishonesty, conviction of or plea of no contest to a felony or circuit court misdemeanor or to any offense involving use of alcohol or illegal drugs, neglect of duty, conduct prejudicial to the District, unsatisfactory evaluations, breach of the terms and conditions of this contract, or violation of Board policies and directives.

In the event the Board undertakes to terminate the Superintendent during the term of this Contract, the Board shall notify him in writing of the reasons for its action. If the Superintendent wishes to contest the charges, he shall respond in writing to each of the charges and may make a written request for a hearing before the Board within ten (10) days of his receipt of the charges. If the Superintendent does not contest the charges in the time and manner specified, the charges shall be considered admitted, and the Superintendent shall be considered to have waived any right to contest the charges. If requested by the Superintendent, a hearing before the Board will be scheduled at a time and place set by the Board not less than seven (7) days or more than thirty (30) days after its receipt of the request. The hearing need not be conducted using formal trial or evidentiary procedures, but the Superintendent will be given an opportunity to address the charges. The Superintendent may request that the hearing be conducted in closed session. The Board shall notify the Superintendent of its decision in writing within fifteen (15) days of the close of the hearing or, if no hearing is requested, within fifteen (15) days of the Board's receipt of Superintendent's written response to the charges. The Board's decision shall be final and binding on the parties and not subject to judicial review.

6. **Hold Harmless:** The Employer shall hold harmless and protect the Employee from financial loss in any claim, demand, suit or judgment arising from or out of the discharge of his/her duties within the scope of his/her employment.
7. **Tenure & Non-Tenure:** It is expressly understood and agreed that this Contract does not confer tenure upon the Employee in the position of Superintendent or any other administrative and/or teaching position in the district.
8. **Evaluation:** The Employer agrees to evaluate and assess in writing the performance of the Employee at least once a year during the term of this contract. At least once each fiscal year the Employer and the Employee shall meet for the purpose of mutual evaluation of the performance of the Employee and of the school district.
9. **Paid Leave:** The Employer and Employee agree to the following paid leaves. In the event of an emergency, the Employee agrees to work as needed.
 - a. **Vacation:** The Employer agrees to grant vacation not exceeding twenty-five (25) days annually. The Employee agrees that vacation periods will be arranged during times most convenient to the Employer. Vacations should be taken in full or half-day increments. Up to ten (10) unused vacation days may be carried into the following fiscal year. Up to ten (10) unused vacation days may be taken as pay at the per diem rate (calculated as the total compensation amount in item 11 divided by 260 days). Unused vacation days taken as pay may not be carried into the following year.
 - b. **Holidays:** The Employer grants to the Employee the following nine (9) holidays as paid leave days: Independence Day, Labor Day, Thanksgiving Day and the

day after Thanksgiving, Christmas Eve and Christmas Day, New Year=s Eve and New Year=s Day, and Memorial Day.

- c. **Sick Leave:** The Employer agrees to grant leave for illness, injury, emergencies and personal business equivalent to that provided other members of the professional staff or as provided elsewhere in this agreement without loss of compensation. Sick Leave for the Employee will be accumulated at the rate of 12 sick leave days per year. Unused sick leave in excess of 180 days may be cashed in@ at the rate of \$100/day at the end of each contract year provided the Employee qualifies for regular retirement.
- d. **Personal Days:** The Employer grants a total of four personal days per contract year, up to two of which may be taken at any mutually agreeable time and the remaining must be taken when students are not in session.

10. **Compensation - Benefits:** The Employer agrees to provide the following benefits to the Employee for the contract term. In the event of the termination of this contract due to the death of the Superintendent, the Board shall continue to pay his spouse or beneficiaries his salary and all fringe benefits for not less than 90 work days.

- a. **Health Insurance, Dental, Vision and Long Term Disability Insurance:** The Employer agrees to provide the Employee insurance benefits equivalent to those provided other members of the professional staff. If the Employee elects to decline health insurance, he may apply an amount up to the single subscriber premium toward selective options and/or an annuity through a district approved carrier.
- b. **Life Insurance:** The Employer agrees to provide a group term life insurance policy with coverage equal to twice the current salary.
- c. **Retirement:** The Employer and Employee shall participate in the Michigan Public School Employees Retirement System (MPERS) as required.
- d. **Tuition & Professional Development:** The Employer agrees to assume costs including tuition, fees and courses materials for courses.
- e. **Professional Membership Dues:** The Employer agrees to assume the cost of professional dues of the Employee for membership in the Michigan Association of School Administrators, the National Association of School Administrators, and the Association for Supervision and Curriculum Development, and local service organizations, and pay all reasonable expenses incurred by the Employee while attending annual conferences of these professional organizations if held in Michigan. Attendance at national conferences held outside of Michigan require prior approval by the Board.

- f. **Biennial Physical:** The Employee agrees to submit a report of a physical examination to the Employer every two years. The Employer agrees to pay up to \$500 of the cost of the examination.
 - g. **Car Allowance and Travel Reimbursement:** The Employer agrees to pay the Employee the sum of \$300 per month car allowance. The Employer further agrees to reimburse the Employee the IRS mileage rate for travel outside of the Ottawa Area Intermediate School District.
 - h. **Cellular Data Plan:** The Employer agrees to pay a monthly stipend of \$25 to the Employee for a data services on the Employee's cellular phone service. The Employee agrees to maintain the data services as part of his/her duties.
 - i. **Moving Expenses:** The Employer agrees to pay direct expenses (not to exceed \$3,500) for moving Employee's household from current residence in the Jackson area to a home in Hamilton Community Schools District. Payment will be made upon receipt of an invoice from a qualified mover.
11. **Compensation - Wages:** The Employer agrees to pay the Employee for his services the minimum annual sum of One Hundred Thirty-One Thousand Seven Hundred and Sixty Dollars (\$131,760) payable in equal bi-weekly installments (prorated for the time period commencing July 1, 2011 and ending June 30, 2012).

The Board shall provide the Superintendent each year of this Contract with deferred compensation in the amount of 8% of the annual salary (included in above figure). The employee has the option to make an elective deferment of any allowable portion of their compensation to District authorized investment programs.

12. **Severance Benefits:** The Employer agrees to grant retirement and severance benefits equivalent to those provided other members of the professional staff. Upon regular retirement under MPERS and ten or more years of service with Hamilton Community Schools, the Employer agrees to provide a payment equal to 40% of the total salary in item 11 for the purposes of any combination of purchase of universal service credit, payment of health benefits provided to administrators, tax deferred annuity payment, or cash. The Employee is responsible for all employee taxes on this payment. The Employee agrees to submit a resignation by January 1 of the year of retirement. (Note: Regular retirement as defined by MPERS includes the following age/service requirements: any age (MIP) or age 55 (Basic) with 30 years of service; or age 60 with 10 years of service. This item does not apply to early retirement.)

The Employer agrees to pay for legal representation (Hamilton Community School attorney firm) for the Employee, if needed, for the purpose of resolving disputes on Board paid compensation with the Michigan Public School Employees= Retirement System. The maximum expenditure allowed is \$5,000.

13. **Scope of Agreement:** This Contract constitutes the entire agreement by and between the parties and supersedes all prior statements, written or oral, and any prior contracts between the Board and the Superintendent. There are no representations or promises other than as set forth herein which have induced the Superintendent to enter into this Contract. Superintendent agrees and understands that no employee or individual Board member is authorized to modify this Contract or enter into a new or different contract of employment. Modifications, additions, or deletions to this Contract shall not be binding unless written, authorized by appropriate and lawful Board resolution, and signed by both parties. 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. If during the term of this Contract, a specific clause of the Contract is found to be illegal under state or federal law, the remainder of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Employer has caused this contract to be executed on its behalf and the Employee has hereunto subscribed his name as of June 30, 2011.

HAMILTON COMMUNITY SCHOOLS
BOARD OF EDUCATION (The Employer)

David Tebo
(The Employee)

by: Bill Koehn

by: David Tebo

by: Bill Zest

by: Ronald G. Chung

by: [Signature]