

## **CONTRACT OF EMPLOYMENT** **SCHOOL SUPERINTENDENT**

It is hereby agreed by and between the Board of Education of the Essexville-Hampton Public Schools (hereinafter "Board" or "District") and Matthew T. Cortez (hereinafter "Superintendent") that, pursuant to Sections 601a(1)(d), 623(1)(b) and 1229(1) of the Revised School Code of the State of Michigan (or their successor provisions), the Board in accordance with its action found in the minutes of its meeting held on March 17, 2016, has and does hereby employ Matthew T. Cortez for a two (2) year period commencing on July 1, 2016, and ending on June 30, 2018, according to the terms and conditions as described and set forth herein as follows:

1. The Superintendent shall perform his duties as prescribed by the Board pursuant to the Revised School Code of the State of Michigan as may be established, modified and/or amended from time to time by the Board. The Superintendent acknowledges the ultimate authority of the Board with respect to his responsibilities and directions related thereto.
2. Superintendent represents that he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Department of Education, and those required by the Board to serve in the position assigned. Additionally, Superintendent agrees, as a condition of his continued employment, to meet all continuing education requirements for the position assigned, as may be required 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 obligations hereunder.
3. 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 all duties as 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 Board policies and goals of the School District for which he is responsible during the entire term of this Agreement. Further, Superintendent pledges to use his best efforts to maintain and improve the quality of the operation of the School District and constantly promote efficiency in all areas of his responsibility.
4. Superintendent shall be paid at an annual (i.e. July 1 – June 30) salary rate of not less than one hundred - five thousand dollars (\$105,000.00) in consideration of his performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board as set forth herein. The salary shall be paid in 26 equal installments with the first payment commencing in July 2016.

The Board hereby retains the right to adjust the annual salary of Superintendent during the term of this Contract. Any such salary adjustment shall not reduce the annual salary below the minimum annual salary prescribed herein above. Any adjustment 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.

5. The Superintendent is employed on the basis of fifty-two (52) weeks of work per fiscal year (July 1 through June 30) as scheduled by the Board. The Superintendent shall be granted vacation time of twenty-five (25) days per fiscal year in addition to the holidays recognized by the district. The Superintendent may elect to be reimbursed for unused vacation days to a maximum of ten (10) days per year based on a contract year (those available on June 30). Vacation days redeemed in this fashion shall not be subject to Board contributions to the Michigan Public School Employees Retirement System where to do so would violate MCLA 388.1764a, or its successor provision. Any unused vacation days exceeding ten (10) in a contract year (June 30) will be forfeited and not reimbursed or carried over to the next year.
6. The Superintendent's performance shall be evaluated for contract renewal purposes by the Board not less than annually, not later than March 31. Annual goals and objectives will be mutually agreed to by the Board and the Superintendent for the upcoming year. The evaluation process/tool will also be discussed and agreed to each year. By January 15 of each year, the Superintendent shall inform the Board of Education President of the Board's evaluation obligation under this Contract. At the option of either of the parties, a quarterly review of the Superintendent's performance and/or goals will be discussed by the parties.

The parties understand that an annual evaluation shall be completed for purposes of complying with state law to determine effectiveness of the Superintendent's performance. This evaluation shall comply with state law, and shall include all required student and staff performance data necessary to comply with state law. This effectiveness evaluation shall be available to the public.

7. This Agreement may be extended either by option of the Board of Education or by operation of law, as follows:
  - A. Board Option: The Board of Education, no later than the fifteenth (15<sup>th</sup>) day of March each year during the term of this Agreement, beginning in, 2017 may extend the Agreement for an additional one (1) year period.

The Board of Education, in its sole discretion, with or without cause, may decline to extend this Agreement for an additional year.
  - B. Operation of Law: Unless the Board of Education gives written notice of non-renewal of this Agreement to the Superintendent at least ninety (90) calendar days before the Agreement's termination date, this agreement will, without further action, be automatically renewed for an additional one (1) year period as provided by Public Act 183 of 1979. The Superintendent shall annually advise the Board of Education of this obligation before February 1 of any particular year.
8. The Superintendent will perform his duties in a competent and professional manner. The Superintendent may be discharged and this Agreement terminated at any time for cause, including failure to uphold any Board of Education bylaw, policy, or regulation and/or obligation as provided for in this Agreement. The Board shall not arbitrarily and capriciously dismiss the Superintendent. In the event that the Board undertakes to dismiss Superintendent during the initial term of this Agreement (ending on June 30, 2019), the Superintendent shall be entitled to written notice of charges and have a fair hearing before the Board in according with the Michigan Open Meetings Act (MCLA 15-

268). At such hearing, the Superintendent may have legal counsel present, at his own expense.

9. This contract does not confer tenure upon the Administrator in the position of Superintendent or any other administrative position in the district and the Administrator acknowledges that he shall not acquire tenure in any capacity other than that of a classroom teacher, if eligible, consistent with the terms of the Michigan Teachers' Tenure Act. Any 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, shall not be deemed a breach of this Contract or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

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

Health insurance and Dental Insurance: Health insurance and dental insurance as provided by the District to full-time professional administrative staff. MESSA ABC Plan I with deductibles included in the plan under the 80/20 law, or as required under "CAP" provision adopted by the District.

Term life insurance (Superintendent only): Policy amount of two times salary.

Long-term disability: Disability insurance as provided by the District to full-time professional administrative staff.

11. The Board reserves the right to change the identity of the insurance carrier, policyholder or third party administrator for any of the above coverages provided that comparable coverage, as determined by the Board is maintained during the term of this Contract. 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 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. Superintendent is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The School District, by payment of the premium amounts required to provide the above-described insurance coverages, shall be relieved from all liability with respect to insurance benefits.

12. A total of two hundred dollars (\$200.00) will be allowed each month as part of the Superintendent's car allowance.

13. Eleven (11) days sick leave with pay per year will be granted at the beginning of the school year. They are to be utilized for sick time only. Unused sick leave shall be accumulated, but shall not exceed a maximum accumulation of one hundred fifty (150) days. The Superintendent, ending a school year with one hundred forty-four (144) days or more of accumulated unused sick time, shall be given the full complement of sick days (11) awarded at the start of the succeeding school year. The usage of sick days shall be deducted from this amount during the succeeding school year. Unused sick leave shall not to be compensable at any time, including at separation from employment.

At no time shall the Superintendent accumulate more than one hundred fifty (150) days for carrying into a succeeding year.

14. Superintendent shall not be required to work the following holidays:

New Year's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Day Eve
Fourth of July	Christmas Day
Labor Day	New Year's Eve Day

15. The Superintendent will have up to three (3) days, non-accumulative, per contract year, to utilize for personal business. The Superintendent may carry two (2) personal days into the following calendar year for a maximum of five (5) in any calendar year. In addition, five (5) days for bereavement may be granted to the Superintendent for immediate family, parents, siblings, spouse's parents, spouse's children, stepparents and stepchildren. Three (3) days will be granted for spouse's siblings and grandparents.
16. The Board agrees to pay the premium amount for errors and omissions insurance coverage for 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 not be less than two million (\$2,000,000.00) dollars. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of Superintendent. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions coverage. In the event that such insurance coverage cannot be purchased in the above amounts and/or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify Superintendent. In the event the Board agreed on a case-by-case basis to consider providing legal defense and/or indemnification to Superintendent as is authorized under MCLA 691.1408 and under MCLA 380.601a(1)(d).
17. This Contract contains the entire agreement and understanding by and between the Board and Superintendent with respect to the employment of Superintendent and no representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect. All prior agreements pertaining to, connected with, or arising in any manner out of the employment of Superintendent by the Board, are hereby terminated and shall hereafter be of no force or effect whatsoever. No change or modification of this Contract shall be valid or binding unless it is in writing and signed by Superintendent and 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.
18. If any provision of this Contract becomes or is declared by a Court of competent jurisdiction to be illegal, unenforceable or void, or becomes invalid due to legislative enactment, this Contract shall continue in full force and effect without said provision(s). If any term of this Contract is determined not to be legally enforceable as written, the provision will be enforced to the extent permitted by law.
19. This Contract is executed on behalf of the Essexville-Hampton Public Schools pursuant to the authority granted as contained in the Resolution of the Board adopted on March 17, 2016, the same being incorporated herein by reference.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on

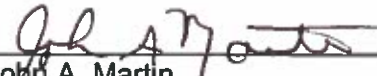
March 17, 2016.

Date: 3/17/16

By:   
Matthew T. Cortez  
SUPERINTENDENT

Date: 3/17/16

ESSEXVILLE-HAMPTON PUBLIC  
SCHOOLS BOARD OF EDUCATION

By:   
John A. Martin  
BOARD PRESIDENT

By:   
Jill M. Urban  
BOARD SECRETARY