

# CHARLOTTE PUBLIC SCHOOLS

## Administrator Contract

It is hereby agreed by and between the Board of Education of the Charlotte Public Schools (hereinafter "Board") and **NANCY A. HIPSKIND** (hereinafter "Administrator") that pursuant to Sections 1229 (1) and 1246 of the Revised School Code, the Board in accordance with its action found in the minutes of its meeting held on the 12th day of December, 2011, has and does hereby employ the said **NANCY A. HIPSKIND** for period commencing on July 1, 2011 and ending on June 30, 2014, according to the terms and conditions as described and set forth as follows:

1. Administrator 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. Administrator acknowledges the ultimate authority of the Board with respect to her responsibilities and directions related thereto.

A. Administrator is subject to assignment and transfer to another administrative position of employment in the School District at the discretion of the Board. In the event that Administrator is assigned or transferred to another administrative position, as provided above, the Board shall, upon request of the Administrator, indicate its reasons for the transfer or reassignment. In the event of reassignment, Administrator's salary in the reassigned position shall not be reduced below the salary level established, at the time of reassignment/transfer, for the position of Superintendent.

2. Administrator represents that she 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, Administrator agrees, as a condition of her continued employment, to meet all 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 Administrator 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.

3. Administrator agrees to devote her talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Administrator agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, Administrator 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 School District during the entire term of this Contract. Administrator pledges to use her best efforts to maintain and improve the quality of the operation of the School District in all areas of her responsibility.

4. Administrator shall be paid at an annual base salary rate of not less than One Hundred Twelve Thousand Six Hundred and Ninety Four Dollars (\$112,694) for the

contract year (July 1 - June 30). Administrator's annual salary shall be for the period beginning July 1, 2011 to and including June 30, 2012.

Administrator shall receive, as part of her remuneration for service, an annual longevity payment as follows: Two (2) percent of base salary after the completion of four (4) continuous years of service with the District, four (4) percent of base salary after the completion of nine (9) continuous years, five (5) percent of base salary after the completion of fourteen (14) continuous years, and six (6) percent of base salary after the completion of eighteen (18) continuous years. Base salary as set forth in this Contract shall be used to compute longevity.

Any increase in the annual salary from the prior fiscal year will be based upon consideration of Administrator's performance with the requirements and expectations of the Board. Any increase in salary made during the term of this Contract shall be in the form of a written amendment and when executed by Administrator and the Board, shall become a part of this Contract.

The annual salary shall be paid in equal installments according to the district payroll schedule beginning with the commencement of the fiscal/contract year (July 1) and continuing through the end of the fiscal/contract year (June 30).

In addition to the aforementioned compensation, and any elective salary reduction contributions made by the Administrator to a tax-deferred annuity program, the Board agrees to annually contribute directly to such annuity an amount equal to five percent (5%) of the Administrator's annual base salary for that school year, which amount is remuneration for services provided by Administrator.

The Board, at the written request of the Administrator, and in accordance with state and federal statutes, will withhold and transfer an amount of salary annually, semi-annually or monthly, said amounts to be determined by the Administrator, permitting the Administrator or make elective salary reduction contributions to a tax-deferred annuity program approved by Board policy. The Administrator shall be solely responsible for any tax consequences and/or penalties resulting from his elective salary reduction contributions under this provision.

5. Administrator is employed on a basis of fifty-two (52) weeks of work per contract/fiscal year (July 1 through June 30). Administrator shall be granted vacation time of twenty (20) days per fiscal year.

Administrator shall be permitted to carry forward not more than ten (10) earned vacation days from one fiscal year to the next. Provided, however, any days carried forward in this manner must be used not later than January 10 of the fiscal year next following the fiscal year in which they were initially earned.

Administrator shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District. All scheduling of vacation is subject to the mutual approval of the Board President and the Superintendent.

6. Administrator's performance shall be evaluated by the Board annually, not later than March 1. Prior to adopting an evaluation instrument for Administrator's performance, Administrator shall have an opportunity to consult with the Board regarding

Administrator's input for evaluation criteria and procedures. Administrator shall also be entitled to propose changes to or additions to the evaluation form, and to recommend specific procedures for conducting the evaluation. However, ultimate adoption and establishment of evaluation criteria and procedures shall be the prerogative of the Board.

7. The Board shall be entitled to terminate the Administrator's employment at any time during the term of this Contract for acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, if Administrator materially breaches the terms and conditions of the Agreement, or for other reasons determined to be sufficient by the Board.

In the event that the Board undertakes to dismiss Administrator during the term of this Contract, she 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.

The foregoing standards for termination of this Contract during its term shall not be applicable to non-extension of this Contract during its term or to non-renewal of this contract at the expiration of its term, which decisions are discretionary with the Board of Education.

8. In the event of Administrator's mental and/or physical incapacity to perform the duties of her office, she shall be granted an initial leave of ninety (90) work days for purpose of recovery. The Administrator shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the ninety (90) work day period to be unpaid. Health plan premium payments shall be made on behalf of Administrator during this interval to the extent required by law. Upon utilizing leave under this provision, Administrator 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 Administrator, it may require a second opinion, at Board expense.

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

If Administrator is unable to or does not resume work at the conclusion of a leave taken under paragraph (or any extension thereof), her 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, Administrator shall provide to the Board a fitness for duty certification from Administrator'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.

9. Administrator agrees that she shall not be deemed to be granted continuing tenure in the position initially assigned or to which she 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 School District. Nor shall the decision of the Board not to continue or renew the employment of Administrator 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.

10. Administrator shall submit to such medical examinations, supply such information and execute such documents as may be required by any underwriter, policyholder or third party administrator providing insurance programs specified under this Contract. Additionally, upon request of the Board, Administrator shall authorize the release of medical information necessary to determine if Administrator is capable of performing the essential job functions required by her assignment, with or without reasonable job accommodation(s). Any physical or mental examination or disclosure of such information required of Administrator 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 inquires shall be considered and treated as confidential.

11. 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 Administrator and her eligible dependents for an employer selected health plan as determined by the Board:

- A. Upon submission of written application, the Board shall make premium payments on behalf of the Administrator and her eligible dependents for not to exceed (per month) \$969 – full family, \$869 – two-party, or \$441 – single subscriber. Any excess premium amounts required to maintain coverage shall be payroll deducted from the Administrator's wages.

On an annual basis, within the total compensation concept, discussion will be held between the Administrator and the Board regarding any increases in the level of Board premium contributions. Administrator's election to participate in such insurance programs shall constitute her authorization under this Contract to make the required premium deductions (beyond the Board premium subsidy, as specified above) from the Administrator's wages.

- (1) Administrator may elect, in writing, a cash option in lieu of enrollment in health insurance coverage, to be paid in accordance with Board Policy and the District's Section 125 Flexible Benefits Plan, adopted, determined and administered by the Board.

- B. The Board agrees to pay the premium amount for coverage for the Administrator and her eligible dependents for an 80/80/80 dental policy with a \$1,500 orthodontic maximum.

- C. The Board agrees to make premium payments on behalf of the Administrator and her eligible dependents for MESSA VSP 3 optical insurance or comparable plan as determined by the Board.
- D. The Board agrees to pay the premium amount for a term life insurance policy, covering the Administrator only, in the face amount of \$250,000 with AD&D. The Administrator shall designate the beneficiary of this policy.
- E. The Board agrees to make premium payments on behalf of the Administrator only for long-term disability insurance coverage through SET, Inc., for the plan as established on April 1, 2002 (Group 23030-00).

The Board reserves the right to change the identity of the insurance carrier, policyholder or third party administrator for any of the above coverages. The Board shall not be required to remit premiums for any insurance coverages for Administrator and her 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 of third-party administrator shall be controlling as to all matters concerning benefits, eligibility coverage, termination of coverage and other related matters. Administrator is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage, also including participation in the Section 125 Plan. 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.

12. Administrator is entitled to the following holidays for which no service to the School District is required:

- a. News Years Day
- b. Good Friday
- c. Memorial Day
- d. Fourth of July
- e. Friday before Labor Day
- f. Labor Day
- g. Thanksgiving
- h. Day after Thanksgiving
- i. Day Before or After Christmas Day
- j. Christmas Day
- k. Day Before or After New Years Day
- l. Mid-Winter Break (if it is included in the school calendar)

13. If Administrator is absent from duty on account of personal illness or disability, she shall be allowed full pay for a total of ten (10) indemnification days per contract year commencing July 1, 2010. Unused paid indemnification days shall be cumulative to a maximum of one hundred twenty (120) days for absence due to personal illness or disability of Administrator.

14. The Administrator shall be afforded four (4) days of personal leave per contract year (July 1-June 30) in recognition of required work time beyond regularly scheduled work hours and work days.

15. Administrator shall be eligible to receive a severance benefit equal to 100% of her current, accumulated days of sick leave at the rate of \$90 per day if Administrator has at least ten (10) years of administrative service with the District. The maximum payment under this provision shall be 95 sick leave days.

Administrator shall have the option of "selling back" to the District up to five (5) of the twelve (12) sick days allowed per fiscal year and the maximum number of days will remain 95. This provision shall not apply if Administrator's employment is terminated in accordance with Section 7 of this Contract.

16. Administrator shall be reimbursed a maximum of six (6) semester hours annually (July 1 – June 30) for successful completion of courses beyond a Masters Degree which are related to the Administrator's position responsibilities. To be eligible for reimbursement, the course work must be designed to maintain or improve skills required of the Administrator in her current employment relationship or to satisfy the requirements of the Board for retention of the Administrator's established employment relationship, status or rate of compensation.

17. Administrator shall be eligible to be reimbursed for travel meals and lodging expenses in accordance with per diem expense and reimbursement procedures established by the Board. Administrator shall be required to present an itemized account of her reasonable and necessary expenses in accordance with the direction of the Board. Administrator is encouraged to attend hearings, conferences, workshops and conventions on behalf of the School District subject to giving thirty (30) days prior notice of such events to the Board Human Resources Committee whenever reasonably possible to do so.

A. The Board agrees to pay annual dues for membership in approved professional organizations related to the Administrator's position responsibilities, including AASA and MASA.

18. Administrator shall maintain her actual residence and legal domicile (principal family residence with spouse and dependent children) either within the geographical boundaries of Charlotte Public Schools or within twenty (20) miles of the nearest boundary of the Charlotte Public Schools, and shall maintain compliance with this requirement for the duration of this Contract, to the extent that such requirement is compliant with law.

19. Administrator shall be reimbursed up to \$300 annually for a physical examination for costs that are not reimbursed by insurance.

20. Administrator shall be required to own a cellular telephone which shall be available for school business.

21. This Contract contains the entire agreement and understanding by and between the Board and Administrator with respect to the employment of Administrator 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 and/or negotiation of an employment relationship between Administrator and 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 Administrator 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.

22. 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). If any term of this Contract is determined not to be legally enforceable as written, the provision will be enforced to the extent allowed by law.

23. This Agreement is executed on behalf of the School District pursuant to the authority granted as contained in the resolution of the Board adopted on June 13, 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: \_\_\_\_\_

\_\_\_\_\_  
**ADMINISTRATOR - NANCY HIPSKIND**

**CHARLOTTE PUBLIC SCHOOLS  
BOARD OF EDUCATION**

Date: \_\_\_\_\_

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary

*Contract reviewed by Director of Business Services, Michelle Sine* \_\_\_\_\_  
*Initials*