

Contract of Employment  
Superintendent of Schools  
Dexter Community Schools

It is hereby agreed by and between the Board of Education of the Dexter Community Schools (hereinafter "Board") and Christopher Timmis (hereinafter "Superintendent") that pursuant to Section 1229(1) of the Revised School Code of the State of Michigan, MCL 380.1229, the Board in accordance with its action found in the minutes of its meeting held on the 20<sup>th</sup> day of June, 2016, agrees to employ Christopher Timmis for the term commencing July 1, 2016 to and including June 30, 2021, according to the terms and conditions as described and set forth herein as follows (the "Contract"):

1. Superintendent shall perform the duties of Superintendent of Dexter Community Schools ("District" or "School District") 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 hereto.
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 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 of Superintendent assigned as required herein, he shall bring this to the immediate attention of the Board and have a reasonable amount of time to meet requirements and/or qualifications.
3. Superintendent agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties assigned by the Board. 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 School District during the entire term of the Contract. 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. The Superintendent shall be primarily responsible and accountable for evaluations of administrative staff and its organization. The Superintendent will serve as an ex-officio member of each committee established by the Board. The Superintendent shall have

freedom to organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, which in his judgment best serves the District and in accordance with law, after consultation with the Board and/or other appropriate individuals. Except as otherwise required by law, the responsibility for selection, placement, and transfer of personnel shall be vested in the Superintendent. The Board may, individually and collectively, promptly refer all criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendation.

## 5. COMPENSATION AND EVALUATION

The Board agrees to pay the Superintendent for his services during each fiscal year of this Contract paid in twenty-four (24) equal installments or portion thereof, payable in accordance with the standard District payroll cycle. Base salary shall be \$145,000 for each fiscal year of this contract, less applicable taxes and withholdings. Said salary shall be reviewed annually on or before June 30<sup>th</sup> of each year and is subject to upward revision by agreement of the parties. In no case will the salary be lowered, unless mutually agreed upon by both parties, in writing.

- a. Annual performance-based pay of up to a maximum percentage of 10% of the base salary per contract year (July 1-June 30) may be earned during each year of this Agreement and paid in the last paycheck in June of the year in which it was earned. The criteria and weighting shall be determined annually by June 30<sup>th</sup> of the preceding year by the Board and Superintendent based upon the recommendation of the Personnel Committee. The Superintendent is to inform the Board of the requirement to determine annual goals along with the contractual timelines annually by April 1<sup>st</sup>. In the event that criteria are not determined to provide the performance-based payment and the Superintendent notified the Board of the contractual timelines by April 1<sup>st</sup>, the Superintendent will be compensated the full amount of the performance-based pay for the year.
- b. The Board shall conduct a formal evaluation of the Superintendent in writing, during December of each year. The Board shall utilize either the MASB Superintendent Evaluation Tool or another tool agreed to, in writing, by the Board and Superintendent.
- c. Quarterly informal evaluations will be held in April, June, and September of each year to provide the Superintendent an opportunity to hear concerns of the

Board in a timely manner with any shortcomings provided in writing with suggestions for improvement and an opportunity to improve.

- d. The Superintendent shall receive an education stipend of \$10,000 for each fiscal year of this contract in recognition of his Doctoral Degree and paid in accordance with the other Administrators in the District. This is remuneration for services.
- e. As additional remuneration, the Board will contribute \$10,080 for each fiscal year of this contract into a tax deferred annuity and paid in accordance with the other Administrators in the District.

## 6. FRINGE BENEFITS

The Board agrees to provide the Superintendent the following fringe benefits:

- a. The Superintendent shall be provided with health benefits equivalent to the health benefits extended to the other Administrators in the District, including medical, cash in lieu of medical opt-out, dental, vision and long term disability coverage.

Upon application and acceptance for enrollment by the appropriate health benefit underwriter, policyholder and/or third party administrator, the Board shall make the maximum allowed payments on behalf of the Superintendent and his eligible dependents. The Board reserves the right to change the identity of the insurance carrier, policy, policyholder or third party administrator for any of the above coverage, provided that comparable coverage, as determined by the Board, is maintained during the term of the Agreement. The Board shall not be required to remit payments for any other related matters. Superintendent is responsible for assuring completion of all forms and documents needed to receive the above-described health benefit coverage. The Board, by remitting the payments required to provide the above-described health benefit coverage, shall be relieved from all liability with respect to health benefits.

- b. During the term of this Agreement and any extension thereof, the Board will pay the premium for term life Insurance for the Superintendent of two (2) times his annual base salary and accidental death and dismemberment coverage equal to two (2) times his annual base salary, if the Superintendent is insurable at customary rates.
- c. The Superintendent shall receive thirty-five (35) paid leave days, exclusive of holidays, for each fiscal year of this contract for the purpose of vacation, sick, and personal leave. The Superintendent shall schedule use of paid leave

days in a manner to minimize interference with the orderly operation and conduct of business of the School District.

In June of each fiscal year, the Superintendent may receive payment at his per diem rate for up to fifteen (15) unused leave days. The per diem rate shall be computed as the sum of base salary and education stipend which is then divided by 260 days.

At the end of each fiscal year, up to fifteen (15) unused and not cashed-in leave days may be carried forward and may accumulate up to a maximum of ninety (90) days.

- d. Payment for accumulated leave days at the end of Superintendent's employment, other than for termination for good and just cause, shall be at one-third the per diem rate for each accumulated day. This payment shall be made on the same schedule as other departing employees. In the event the Superintendent dies, his beneficiary, as designated in writing, shall receive the amount for all unused personal leave days the Superintendent had accumulated at the time of his death.
- e. The Superintendent may use up to five (5) non-chargeable days to arrange for and/or attend the funeral of an immediate family member.
- f. The Superintendent shall receive eleven (11) paid holidays to include: New Year's Day, President's Day, Good Friday, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve.
- g. Should the Superintendent need to take a medical leave due to the employee's own serious health condition, as defined under the provisions of Family & Medical Leave Act of 1993, the Superintendent may use up to forty-five (45) non-chargeable days, for such health condition, after exhausting any earned or accumulated leave days, until such time as the District's long term disability policy becomes effective.

Non-chargeable days cannot exceed ninety (90) days over the term of this contract, have no cash-in value at any time, nor may they be used for occasional sick days.

Health benefits will continue for the Superintendent on a Family and Medical Leave Act (FMLA), for up to twelve (12) weeks, in accordance with the Federal law. The employee and/or his/her eligible dependents may continue the group health plan benefits in accordance with the Consolidated Omnibus Budget

Reconciliation Act (COBRA). Upon utilizing leave under this provision, the 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 the Superintendent, it may require a second opinion, at Board expense. The 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. Medical certification shall be supplied by the Superintendent as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board and in accordance with federal and state laws.

If the 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 or other federal or state law.

Prior to resumption of duty after utilizing leave under this provision, the Superintendent shall provide to the Board a fitness for duty certification from the 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 or other federal or state law.

- h. The Superintendent may attend appropriate professional meetings and may participate in professional activities at the local and state levels. The Superintendent may attend appropriate professional meetings at the national level after approval by the Board President. The Superintendent shall be reimbursed for his expenses in connection therewith and for any other reasonable out-of-pocket expenses incurred on behalf of the Board, including mileage for business meetings at the IRS rate.
- i. The fees or dues for membership in appropriate professional organizations shall be included as a budget line item and reviewed and approved during the normal Board budget approval process.
- j. The School District shall reimburse the Superintendent at the current rate per mile established by the Internal Revenue Service for use of his/her automobile in conducting business associated with serving as the Superintendent of the School District.
- k. The Board agrees to pay the premium amount for errors and omissions

insurance coverage for the Superintendent while engaged in the performance of a governmental function and while the Superintendent is acting within the scope of his authority. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of the Superintendent. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions 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 administrator 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 and done in accordance with federal and state law, including but not limited to the Genetic Information Nondiscrimination Act of 2008 ("GINA"). 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 in accordance with federal and state law.

## 7. Termination

- a. The Superintendent shall be subject to discharge for good and just cause. No discharge for good and just cause shall be effective until written charges have been served upon him and he has an opportunity for a hearing before the Board after ten (10) days' notice in writing. Said hearing shall be public or private at the option of the Superintendent and in accordance with state law. At such hearing, he may have legal counsel at his own expense.
- b. The Board may terminate this Contract at any time during its term for any reason that is not arbitrary and capricious. Upon termination under this clause, a severance payment will be paid to the Superintendent of an amount of money equivalent to one year's salary. For each year of service beyond year three (3), an amount equal to one (1) additional month of salary shall be added to the severance payment, capped at a maximum of eighteen (18) months. The Board will also continue health, vision, life, and dental insurance benefits for a period of one year from the date of termination or until such time as another full-time position is obtained. The payment for one year's salary shall be provided to the Superintendent within thirty (30) calendar days of the date of termination. No discharge shall be effective until written concerns are presented

to the Superintendent with 90 days to address the concerns in a manner acceptable to the Board.

8. In the event of a dispute between the parties relating to any provision of this Agreement, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this Agreement, or any dispute arising out of his employment as Superintendent, the parties hereby agree to submit such to binding arbitration to be heard by a single arbitrator. Such arbitration shall be conducted under labor arbitration rules for, and administered by, the American Arbitration Association. The arbitrator's fee and expense of the American Arbitration Association shall be shared equally by the parties. All parties are entitled to have representation of their own designation; however, each party shall be responsible for the costs of such respective representation. The decision of the Arbitrator shall be final and binding and either party may enforce the award in a court of competent jurisdiction. Any claim or dispute arising out of or related to this Agreement, including any claim arising under federal, state, or local law, shall be filed no later than twenty-four (24) months after the date such claim arose, unless there is a shorter applicable statute of limitations.
9. The Superintendent may terminate this Agreement by giving the Board at least ninety (90) days written notice of resignation.
10. District agrees that it shall defend, hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in his individual capacity, or in his official capacity as agent and employee of the District, provided the incident arose while Superintendent was acting within the scope of his employment and excluding criminal litigations. The Board shall provide public liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgments resulting from his functioning as Superintendent and will reimburse him for any portion of such expense and judgments not covered by insurance. In no case will individual board members be considered personally liable for indemnifying Superintendent against such demands, claims, suits, actions and legal proceedings.
11. Superintendent hereby acknowledges and agrees that he shall not be deemed to be granted continuing tenure in the position of Superintendent of Schools 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. Tenure in any capacity other than as a classroom teacher is hereby expressly denied according to the provisions of Article III, Section 1 of the Michigan Teacher Tenure Act, MCL 38.91. The decision of the Board to not 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 tenure law, shall not be deemed a breach of this

Contract or a discharge or demotion with the provisions of the Michigan Teacher's Tenure Act.

12. If any provision of the Contract 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). This contract is controlled by and shall be construed in accordance with the laws of the State of Michigan.
13. This Contract is executed on behalf of the Board pursuant to the authority granted and contained in the resolution of the Board adopted on the 20<sup>th</sup> of June, 2016, the same being incorporated herein by reference.
14. 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 and 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. Provided, that this Contract is voidable pursuant to the provisions of the Revised School Code pertaining to criminal records checks. 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 as waiver of any other provision of this Contract at such time or any other time.

IN WITNESS WHEREOF, the parties have caused this contract to be executed on the day and year listed below.

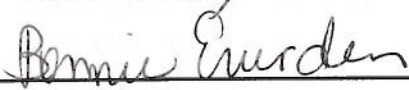
Dated: 6/20/2016

  
\_\_\_\_\_  
Superintendent

Dated: 6/20/2016

  
\_\_\_\_\_  
Board President

Dated: 6-20-16

  
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Board Secretary