

**LIVINGSTON EDUCATIONAL SERVICE AGENCY
EMPLOYMENT CONTRACT - SUPERINTENDENT**

Pursuant to Sections 623(1)(b) and 1229(1) of the Michigan Revised School Code, the **Board of Education** (the “Board”) of the **Livingston Educational Service Agency** (“Agency”), the Board employs **R. Michael Hubert** (“Superintendent”) according to the terms and conditions of this Contract as specifically described below.

1. **Term.** The Superintendent is employed for a five (5) year period from July 1, 2019 through June 30, 2024, subject to extension, non-renewal, and termination as provided in this Contract. Any extension of this Contract requires the Board’s express approval.

2. **Qualifications.** The Superintendent represents that he possesses and will maintain all certificates, credentials, and qualifications required by law, including Sections 1246 and 1536 of the Revised School Code, Michigan Department of Education regulations, and those required by the Board to serve in the position assigned.

A. As a condition of his continued employment, the Superintendent will meet all continuing education requirements for the position assigned, as may be required by law or by the Michigan State Board of Education, and/or the Michigan Superintendent of Public Instruction.

B. If at any time the Superintendent fails to maintain all certificates, credentials, continuing education requirements, or qualifications for the assigned administrative position, this Contract shall automatically terminate and the Board shall have no further obligation under its terms. The Board, in its sole discretion, may consider extenuating circumstances to invoke this Contract termination provision.

3. **Duties.** The Superintendent shall serve as the Board’s executive officer and shall perform the duties of Superintendent as required by law, as well as those duties that may be further established, modified, or amended by the Board.

A. The Superintendent shall advise the Board on matters about the administration of the Agency.

B. The Superintendent shall inform the Board about administrative action taken on its behalf which must be within the scope of authority delegated by the Board to the Superintendent.

C. The Superintendent acknowledges the ultimate authority of the Board as to his duties and shall faithfully perform those duties and to diligently implement the Board’s policies and education programs.

D. The Superintendent shall devote his talents, skills, efforts, and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned, including compliance with the directives of the Board to carry out its policies and educational programs.

- A. The Superintendent shall comply with and fulfill all responsibilities and tasks for which he is responsible as required by state and federal law, as well as by the Board through its policies, regulations, and directives.
- B. The Superintendent pledges to use his best efforts to maintain and improve the quality of Agency operations and to constantly promote efficiency in all areas of his responsibility.
- C. With prior written notice to the Board, the Superintendent may engage in other professional activities (e.g., consulting, lecturing, and serving as an adjunct professor), provided that such undertakings do not create a conflict of interest or otherwise interfere with the Superintendent's performance of his duties under this Contract.

4. **Compensation for Services.** The Superintendent shall be paid the annual salary of One Hundred and Seventy-Two Thousand Five Hundred Fifty Dollars (\$172,550) in consideration of his performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board.

- A. The annual salary shall be paid in twenty-six (26) equal bi-weekly installments per year, beginning with the commencement of the Contract year (July 1-June 30). Subject to Section 4(D) of this Contract, the Superintendent's annual base salary shall increase each year on July 1st by 1½ percent (1.5%) over the preceding year's base salary. Implementation of this base salary increase, however, is subject to the Agency's financial circumstances (including, but not limited to whether other Agency employees receive wage increases), as determined in the Board's sole discretion.
- B. The Superintendent shall receive an annual payment of Fifteen Thousand Dollars (\$15,000) toward a Board-paid non-elective 403(b) annuity with no cash option. As permitted by law and subject to Section 4(D) of this Contract, annuity payments shall annually increase by One Thousand Dollars (\$1,000), to a cap of Twenty Thousand Dollars (\$20,000).
- C. In no event shall the Superintendent's salary, including 403(b) annuity contributions, be less than that for the previous Contract year.
- D. Consistent with Section 1250 of the Revised School Code, the Superintendent's job performance and job accomplishment will be significant factors in determining any adjustment to the Superintendent's compensation. See MCL 380.1250. Accordingly, all increases in annual base salary and annuity contributions are contingent upon the Superintendent receiving an annual overall performance evaluation of "effective" or higher.
- E. Any adjustment in the Superintendent's salary made during the term of this Contract shall be in the form of a written amendment and, when executed by the Superintendent and the Board, shall become a part of this Contract.

- F. Upon separation of employment during the term of this Contract, the Superintendent's annual salary and benefits shall be adjusted on a per-diem basis to reflect compensation for the number of days during the Contract year for which services were actually rendered or for which the Superintendent used an authorized absence. The Board is not obligated to render compensation for any day which the Superintendent did not render services to the Agency or for which Superintendent had an unauthorized absence.
- (i) Any compensation (including benefits) due the Superintendent upon separation of employment shall be remitted by the Board as soon as such amount can be determined and processed through the Agency's regular payroll process.
 - (ii) Any compensation (including benefits) received by the Superintendent in excess of days actually worked or on an authorized absence during the Contract year shall be deducted from the Superintendent's remaining wages. By executing this Contract, the Superintendent gives his written authorization for such deduction.
 - (iii) Any wage/benefit overpayment not recoverable by the Board through wage deduction shall be remitted by the Superintendent to the Agency within five (5) business days from the effective date of employment separation. If not paid in this manner, the Superintendent agrees that judgment may be entered against him in any Michigan court of competent jurisdiction for such amount.

5. Performance Evaluation. The Superintendent's performance shall be evaluated by the Board, at least annually. This evaluation process shall comply with Section 1249b of the Revised School Code (or its successor provision), using multiple rating categories that take into account student growth data as a significant factor. See MCL 380.1249b. This performance evaluation system shall also incorporate performance goals and objectives, to be mutually agreed-upon by the Board and Superintendent by September 1 of each Contract year. If mutual agreement is not reached, the Superintendent's performance goals and objectives shall be determined by the Board and communicated to the Superintendent. The Superintendent's performance evaluation shall be used to determine possible annual salary adjustment for the Superintendent. A copy of the Board's written evaluation shall be given to the Superintendent.

- A. Except for the final year of this Contract, the Board shall evaluate the Superintendent on or before June 1st of each Contract year. The Superintendent shall notify the Board annually, but no later than the last Board meeting in March, of the need to conduct his performance evaluation by June 1.
- B. In the final year of this Contract, the Board shall evaluate the Superintendent on or before March 1st of that Contract year. The Superintendent shall notify the Board annually, but no later than the last Board meeting in December of the final contract year, of the need to conduct Superintendent's performance evaluation by March 1.

6. Contract Extension. The Board shall act on or before June 30 of each Contract year regarding whether to extend the Superintendent's contract for an additional one (1) year period. The Superintendent shall place the item of Contract extension on the Board's agenda for the last Board

meeting in June. The Contract may be extended by the affirmative vote of a majority of the then-current Board members at that time. The Contract term will not be extended without the affirmative vote of a majority of the then-current Board members. The compensation for the additional year may be set at that time or determined later in accordance with this Contract.

7. **Contract Nonrenewal.** When nonrenewal may occur pursuant to Section 1229 of the Revised School Code, the Board shall take action on or before March 30th of that year regarding renewal or nonrenewal of this Contract. The Superintendent shall provide a written reminder to the Board of this obligation before March 1st of the Contract's final Contract year.

8. **Business Expenses.** Subject to the Board President's approval, the Board will reimburse the Superintendent for the reasonable and actual business-related expenses (including meals, lodging, and other reasonable expenses) resulting from the performance of his duties as Superintendent. Three Thousand Dollars (\$3,000) will further be provided each contract year to reimburse approved expenses the Superintendent has indirectly incurred. Verification of the actual expenses shall be in the manner determined by the Board through its policies and procedures.

9. **Professional Dues.** The Board will pay the Superintendent's membership dues to appropriate professional, civic, and educational organizations that may benefit the Agency, subject to Board policy.

10. **Professional Growth of the Superintendent.** The Board encourages the continuing professional growth of the Superintendent through his participation in:

- A. Conferences, programs and other activities conducted or sponsored by local, state, and national school administrators and school board associations;
- B. Seminars and courses offered by public or private educational institutions; and
- C. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform his professional responsibilities for the Agency.

The Board shall permit a reasonable amount of time for the Superintendent to attend such professional programs and pay for the necessary registration fees, travel, and reasonable expenses, in accordance with Board policy and the Michigan Revised School Code. The Superintendent is entitled to attend the annual AESA conference with any attending Board members, and one (1) additional national conference of the Superintendent's choice annually. The Superintendent's attendance at any additional national conferences requires prior Board approval.

11. **Insurance Programs.** Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder, or third-party administrator, the Board shall make premium payments on behalf of the Superintendent and his eligible dependents for the following insurance programs, subject to possible modification as stated in ¶ 12 below, consistent with the Agency's group insurance plan for its other central office administrators.

1. Medical benefit plan (health/hospitalization) insurance
2. Dental insurance
3. Optical insurance
4. Long-term disability insurance
5. Term life insurance: one and one-half (1.5) times the Superintendent's annual salary

The Board's contribution to the Superintendent's medical benefit plan insurance shall not exceed the limitations for compliance with the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. The Superintendent agrees that his portion of the medical benefit plan cost shall be payroll-deducted from the Superintendent's compensation.

12. **Insurance Contracts.** The Board reserves the right to change the identity of the insurance carrier, policyholder, or third-party administrator for any of the coverage for the plans and programs identified in ¶ 8, provided that comparable coverage (as determined by the Board) is maintained during the term of this Contract.

- A. The Board shall not be required to remit premiums for any insurance coverage for the Superintendent and his eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder, or third-party administrator.
- B. 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.
- C. The Superintendent is responsible for ensuring the completion of all forms and documents needed to receive the above-described insurance coverage.
- D. 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.

13. **Other Fringe Benefits.** The Superintendent shall receive such compensated and non-compensated leaves of absence, holiday periods, and other similar fringe benefits which are equal to those granted by the Board to other central office administrators for the Agency pursuant to either Board policy. Those benefits are summarized as follows:

- A. *Vacation:* Twenty-five (25) paid days per Contract year. Ten (10) vacation days must be used within the Contract Year for which they are made available and shall not accumulate beyond the Contract Year. The Superintendent shall schedule use of vacation days in a manner to minimize interference with the Agency's business and orderly operation. All vacation scheduling is subject to the approval of the Board President. Up to ten (10) days maximum of unused accumulated vacation days may be paid out annually, at the Superintendent's per diem pay rate, or may be carried over to be used in the next Contract year with no more than a maximum of ten (10) days being accumulated in addition to the twenty-five (25) annual vacation days.

- B. *Sick Leave*: Ten (10) paid days per Contract year for personal illness/disability or the illness/disability of a dependent, which may accumulate beyond the Contract year for up to a total of sixty (60) days to be used for the Superintendent's personal illness/disability. The Superintendent shall not be paid or reimbursed for unused sick leave days.
- C. *Personal Business Leave*: Two (2) days per Contract year, non-cumulative. The Superintendent shall not be paid or reimbursed for unused personal business leave days.
- D. *Holidays*: New Year's Eve, New Year's Day, Good Friday, Memorial Day, July 4th, Friday Before Labor Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, Christmas Day, Day After Christmas.
- E. *Bereavement Leave*: A maximum of five (5) days with pay will be allowed for a death in the immediate family. "Immediate family" is defined as parents, parents-in-law, spouse, children, and siblings. Three (3) days with pay for the death of other family members.
- F. *Vehicle Allowance*: The Board shall pay the Superintendent a monthly stipend of Seven Hundred Fifty Dollars (\$750) for travel. The Board will also pay the Superintendent the IRS mileage rate for reimbursement of Agency-related travel, except for travel to/from the Superintendent's residence to the Agency.

These benefits shall be subject to and administered in accordance with any Board policy establishing employment benefits for administrators, and any plan document describing the benefit and eligibility for the benefit. The Board does not pay any compensation for unused sick, vacation, or other leave days upon separation from employment. The Superintendent shall maintain a record of the leave days used and report the use of leave days to the payroll clerk for proper processing.

14. **Medical Examination.** Upon the Board's request, the Superintendent shall submit to such medical examinations (including drug and alcohol tests), 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, or as may be directed by the Board to determine the Superintendent's ability to perform the essential job functions required by his assignment, with or without reasonable job accommodation(s). Additionally:

- A. Upon the Board's request, the Superintendent shall have a medical and/or psychological examination and authorize the release of medical information necessary to determine if the Superintendent is able to perform the essential job functions required by his assignment, with or without reasonable job accommodation(s).
- B. Any medical or psychological examination or disclosure of such information required of the Superintendent by the Board shall be job-related and consistent with business necessity.
- C. Any medical or psychological examination under this section shall be at Board expense and shall be conducted by appropriate medical or psychological personnel of the Board's choice.

- D. Any information obtained from medical or psychological examinations or inquiries shall be confidential. The Superintendent may receive the results of Board-ordered tests and examinations upon written request.

15. **Assignment.** The Superintendent is subject to assignment and transfer to another administrative position of employment with the Agency at the Board's discretion. In the event of such assignment/transfer, the Superintendent's salary and other group benefits shall be those as stated in this Contract, or as such other terms that may be mutually agreed by the Superintendent and the Board.

16. **Tenure Exclusion.** The Superintendent shall not be deemed to have been granted tenure in the administrative position initially assigned or to which he may be assigned or transferred or in any capacity other than that of a classroom teacher.

17. **Indemnification.** Pursuant to and in accordance with applicable statutes and legal standards, the Board shall indemnify, defend, and hold harmless the Superintendent from civil legal proceedings brought against the Superintendent in his individual capacity or as the Board's employee/agent, provided that in connection with the incident giving rise to the civil legal proceeding, the Superintendent was acting during the course of his employment with the Agency and within the scope of his authority, and his conduct did not involve the Superintendent's gross negligence.

18. **Termination.** The Board is entitled to terminate the Superintendent's employment at any time during the term of this Contract when it determines that the Superintendent has engaged in any act of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if the Superintendent materially breaches the terms and conditions of this Contract, or for any other basis that is not arbitrary or capricious.

- A. The foregoing standard for termination of this Contract during its term shall not apply to nonrenewal of this Contract at the expiration of its term, which decision is discretionary with the Board and shall be governed by Section 1229 of the Revised School Code, MCL 380.1229.
- B. If the Board undertakes to dismiss the 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.
- C. If the Board terminates the Superintendent's employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further contractual obligation to the Superintendent.

19. **Limitations.** Any claim or suit arising out of the 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. The Superintendent understands that the statute of limitations for claims arising out of an employment action may be longer than six (6) months, but shall be bound by the six (6) month period of limitation set forth in this Contract and expressly 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 lawsuit, it is the parties' intent that the court will

enforce this provision to the extent possible and declare the lawsuit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.


20. **Entire Agreement.** This Contract contains the entire agreement and understanding between the Board and the Superintendent about the Superintendent's employment. Prior or concurrent representations, promises, contracts, or understandings (written or oral) not contained in this Contract have no effect.

- A. Any prior agreement (written or oral) pertaining to the terms of this Contract is cancelled and superseded by this Contract. Provided, however, that this Contract is voidable under the Revised School Code's provisions pertaining to criminal history and records checks.
- B. No change or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board as reflected in its minutes, and signed by the Superintendent and the President and Secretary of the Board.
- C. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provisions of this Contract at such time or at any other time.


21. **Voidability.** If any provision of this 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).

22. **Authorization.** This Contract is executed on behalf of the Agency pursuant to the authority contained in the Board resolution adopted on May 11, 2016, the same being incorporated herein by reference.


Dated: June 19, 2019

By: 
Superintendent
R. Michael Hubert

Dated: June 19, 2019

By: 
LuAnn Loy
President, Board of Education

Dated: June 19, 2019

By: 
Harold Fryer
Secretary, Board of Education