

## SUPERINTENDENT OF SCHOOLS CONTRACT

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

### WITNESSETH:

1. **Term:** This contract of employment (“Contract”) commences on January 1, 2020 and ends on June 30, 2024, 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 Board 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. 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. The Employee will retain ownership of the phone and be responsible for all charges. The Board agrees to neither use nor divulge the telephone number except as needed for critical district use.
4. **Extension:** The Board will review this contract with the Employee annually. On or before December 31 of every contract year (i.e., July 1 to June 30), the Board will determine whether to extend the contract for an additional one-year period based on the Employee’s annual evaluation as described in Paragraph 8 of this Contract, provided that the contract term may not exceed five years. Absent affirmative action by the Board as described in this Paragraph, this Contract will not be extended, except that if the Board fails to give written notice of nonrenewal of this Contract at least 90 days before the termination date of the last year of the Contract’s term, the Contract will renew for an additional one-year term pursuant to Section 1229 of the Michigan Revised School Code. Unless expressly negotiated and agreed by and between the Parties, the terms of this Contract govern any extension or renewal term.
5. **Termination:** The Board may dismiss the Employee and terminate this Contract at any time during its term hereof or any extension, for any act by the Employee 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 Employee during the term of this Contract, the Board shall notify him in writing of the reasons for its action. If the Employee 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 Employee does not contest the charges in the time and manner specified, the charges shall be considered admitted, and the Employee shall be considered to have waived any right to contest the charges. If requested by the Employee, 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 Employee will be given an opportunity to address the charges. The Employee may request that the hearing be conducted in closed session. The Board shall notify the Employee 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 Employee'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 Board 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 duties within the scope of his 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 Board agrees to evaluate and assess in writing the performance of the Employee on or before December 31 of each contract year (i.e., July 1 to June 30) using an assessment tool selected by the Board. In determining the Employee's performance, the Board will average the ratings from each Board member, omitting the highest and lowest rating. Based on that average, the Board will rate the Employee as highly effective, effective, minimally effective, or ineffective.
9. **Paid Leave:** The Board and Employee agree to the following paid leaves. In the event of an emergency, the Employee agrees to work as needed.
  - a. **Vacation:** The Board 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 Board. Vacations should be taken in full or half-day increments. Up to ten (10) unused vacation days may be carried into the following contract year (i.e., the next July 1 to June 30). 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 Board 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 Board 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 (i.e. after June 30) provided the Employee qualifies for regular retirement.
  - d. **Personal Days:** The Board grants a total of four personal days per contract year (i.e., July 1 to June 30), 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. **Benefits:** The Board 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 Employee, 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 Board 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 Board agrees to provide a group term life insurance policy with coverage equal to twice the current salary.
  - c. **Tuition & Professional Development:** If the Employee chooses to pursue any additional advanced degrees, he agrees to fully fund his own ongoing education, including costs of tuition, fees, and course materials.
  - d. **Professional Membership Dues:** The Board 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.
  - e. **Biennial Physical:** The Employee agrees to submit a report of a physical examination to the Board every two years. The Board agrees to pay up to \$500 of the cost of the examination.

- f. **Car Allowance and Travel Reimbursement:** The Board agrees to pay the Employee the sum of \$300 per month car allowance. The Board further agrees to reimburse the Employee the IRS mileage rate for travel outside of the Ottawa Area Intermediate School District.
- g. **Cellular Data Plan:** The Board agrees to pay a monthly stipend of \$25 to the Employee for data services on the Employee's cellular phone service. The Employee agrees to maintain the data services as part of his/her duties.

11. **Compensation**

- a. **Wages:** The Board agrees to pay the Employee for his services the minimum annual salary of \$162,560 payable in equal bi-weekly installments for the period commencing January 1, 2020 and ending June 30, 2024.
- b. **Annuity Contribution:** As further compensation for services performed pursuant to this Contract, the Board shall make an employer-paid, non-elective contribution of 10% of the Employee's annual salary to a qualifying 403(b) plan of Employee's choice on or before December 31<sup>st</sup> of each contract year. Effective the contract year beginning July 1, 2021 and every contract year thereafter, the contribution will increase by 1% of salary. The Employee has the option to make an additional elective deferral of any allowable portion of his or her compensation to District authorized investment programs.
- c. **Longevity Supplement:** As further compensation for services performed pursuant to this Contract, the Board will pay the Employee on or before December 31 of each contract year a lump-sum longevity supplement equivalent to 4% of the Employee's annual salary. As additional longevity compensation, effective July 1, 2021 and for each contract year thereafter, the Board will increase the Employee's salary by an additional 1%, contingent on the Employee receiving an effective or highly effective rating on the most recent performance evaluation as described in Paragraph 8.
- d. **Merit Pay:** As further compensation for services performed pursuant to this Contract, the Board will increase the Employee's salary by 3% per year effective July 1, 2021 and for every contract year thereafter, contingent on the Employee receiving an "effective" or "highly effective" rating on the most recent performance evaluation as described in Paragraph 8, except that in a year in which the previous year's audited Fund Balance fell below 10%, the Employee will not receive this increase. This increase may not be frozen for more than two years in any five-year period, regardless of the audited Fund Balance.

12. **Retirement:** The Board and Employee shall participate in the Michigan Public School Employees Retirement System (MPERS) as required. The Board and the Employee agree that all items under the "Compensation" section of this Contract are direct compensation for services the Employee provides to the school district in the role of superintendent. The Board will pay all applicable employer-paid contributions to MPERS on all items identified as

compensation in this Contract. If, at any time, ORS reimburses contributions made from wages in the Contract or from previous contracts between the Board and the Employee, the reimbursement will be credited to Employee's 403(b)/401(a) plan with no cash option given. The Board makes no guarantee regarding the Employee's ability to count any item as compensation for purposes of calculating a final average compensation through MPSERS, nor does the Board make any guarantee as to any eligibility for or level of retirement benefit for the Employee through MPSERS.

The Board 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. **Severance Benefits:** The Board agrees to grant retirement and severance benefits equivalent to those provided other members of the professional staff. Upon regular retirement under MPSERS and ten or more years of service with Hamilton Community Schools, the Board agrees to pay Employee an amount equal to 40% of Employee's total annual salary at Employee's time of retirement 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. If the Employee remains employed as the superintendent of the school district through the initial term of this Contract (i.e. June 30, 2024), the severance payment will increase to 60% of Employee's total annual salary at Employee's time of retirement. The Employee is responsible for all employee taxes on this payment. As a condition of receiving any severance benefit pursuant to this Paragraph, the Employee agrees to notify the Board of his or her intent to retire at least six months before his or her actual retirement. (Note: Regular retirement as defined by MPSERS 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 Paragraph does not apply to early retirement.)
14. **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 Employee. There are no representations or promises other than as set forth herein which have induced the Employee to enter into this Contract. Employee 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 Board has caused this Contract to be executed on its behalf and the Employee has hereunto subscribed his name as of January 13, 2020.

HAMILTON COMMUNITY SCHOOLS  
BOARD OF EDUCATION (The Board)

David Tebo (The Employee)

By: Amy Beauducii

By: David Tebo

By: Bert Kohn

By: Jan Jantzen

By: Colette Wederer