

**HALE AREA SCHOOLS
SUPERINTENDENT CONTRACT**

THIS CONTRACT is entered into on July 1, 2021, between the Board of Education of the Hale Area Schools referred to as the "Board" and Robert E Colby referred to as "Superintendent" in this contract.

1. **TERM.** This contract shall take effect on July 1, 2021 and continue in force through June 30, 2022. The parties agree to meet in January 2022 to consider extension of this agreement. Either party shall provide sixty (60) days prior notice to terminate this agreement for any reason.

2. **DUTIES.** The Superintendent represents that all certificates, credentials and qualifications required by law are possessed and will be maintained including the provisions of Sections 1246 and 1536 of the Revised School Code, the regulations of the Michigan Department of Education, and those required by the Board of Education to serve in the position assigned. The Superintendent agrees, as a condition of continued employment, to meet all certification and continuing education requirements for the position assigned, as are and may be required by law or by the Michigan Board of Education. If at any time the 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 obligation hereunder.

The Superintendent agrees to devote all talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. The Superintendent agrees to faithfully perform those duties assigned by the Board of Education and to comply with the directives of the Board of Education with respect thereto. The Superintendent further agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations, and by the Board of Education, to carry out the educational programs and policies of the School District during the entire term of this Contract. The Superintendent agrees to devote substantially all of business time, attention and services to the diligent, faithful and competent discharge of duties on behalf of the School District to enhance the operation of the School District and agrees to use best efforts to maintain and improve the quality of the programs and services of the School District. The Superintendent shall comply with the Board's policy on alcohol and drug testing.

3. **EVALUATION.** The Board will evaluate the Superintendent's performance at least annually and in writing, using an evaluation instrument with multiple rating categories, that takes into account data on student growth as a significant factor and established performance goals, and that is mutually agreeable, provided that the Board will establish the evaluation instrument and criteria in the absence of agreement.

4. **TENURE EXCLUSION.** This contract does not confer tenure upon the Superintendent in the position of Superintendent or any other administrative position in the district.

5. **COMPENSATION.** The Board of Education shall pay to the Superintendent salary of \$61,400 for the 2021-22 school year (beginning July 1, 2021 and ending June 30, 2022). The work year is normally fifty-two (52) weeks, July 1 to June 30. It is the superintendent's responsibility to monitor his own earnings to not exceed ORS requirements.

MERIT COMPENSATION. The Superintendent shall be provided an annual merit pay bonus based upon performance of \$0 if rated Highly Effective or Effective on the annual evaluation and shall not receive any bonus if rated Minimally Effective or Ineffective on the annual evaluation. This bonus shall be paid in the payroll period following the annual evaluation completion.

6. **INSURANCE BENEFITS.** The Superintendent would normally receive the current Health, Dental, Vision, and LTD insurance plans in place that are offered to full-time, professional administrative staff, but agrees to waive these benefits for this contract. The board retains the right to change carriers and levels of insurance benefits on the same basis as changed for other administrative staff. The Superintendent's contribution shall be subject to payroll deduction.

7. **OTHER BENEFITS.** Other benefits afforded to the Superintendent shall be as follows:

a. **Car Allowance and Reimbursement.** The Superintendent shall receive \$0 per month for travel, lodging, and food expenses required in the performance of official duties. This reimbursement will include car allowance and any reimbursable expenses except registration for conferences and is not pensionable.

b. **Sick Days.** If the Superintendent is absent from duty on account of personal illness or disability, he shall be allowed full pay for a total of twelve (12) days per contract year. Unused paid leave hereunder shall be cumulative to a maximum of 152 days. Sick leave may be used in accordance with policies established by the Board and bought back according to the schedule in the HFT bargaining unit. Three personal days will be granted per year and any unused days will be rolled into accumulated sick leave as of June 30 each year.

c. **Life Insurance.** The District will also pay the premium for a term life insurance policy on the Superintendent's life with a death benefit of \$0. The Superintendent is responsible for completion of all forms and requirements needed to receive the above-described insurance coverage. The District, by payment of the premiums required to provide this benefit described in this sub-paragraph, will be relieved from all liabilities with respect to the benefits provided. The failure of an insurance company to provide a benefit or benefits, for any reason, will not result in any liability to the District and will not be considered a breach by the District of this or any other agreement.

d. **Vacation and Holidays.** The Superintendent shall be provided with thirty-five (35) vacation days on an annual basis (July 1-June 30). Vacation days must be used in the contract year in which they are earned except that a maximum of 20 days may be carried over from one year to the next. The Superintendent may never accumulate more than 40 vacation days. Unused days may be paid for on a per diem basis at the end of any contract year. In the event that the Superintendent resigns or the contract is otherwise terminated prior to the end of the fiscal year, vacation shall be prorated. The Superintendent shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the school district and shall notify the Board President. The Superintendent is also entitled to ten (10) paid holidays for which no service to the School District is required including New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, First Day of Firearm Deer Season unless it falls on a Saturday or Sunday, Thanksgiving Day and day after, Christmas Eve and Christmas Day.

e. **Liability Coverage.** The Board will maintain legal liability errors and omissions insurance and general liability insurance which covers employees, including the Superintendent, subject to the policy's terms, exclusions and limits, which are all subject to modification from time to time. 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 the premium amounts for the errors and omissions coverage.

f. **Payment of Professional Dues.** The District will pay annual membership dues for professional associations as approved by the Board.

8. **PROFESSIONAL DEVELOPMENT.** The Board expects the Superintendent to continue professional development and to attend appropriate professional meetings at the local and state level and the expenses of said attendance are covered in section 7a above. The Superintendent shall request prior Board approval for any national event attendance and travel.

9. **PHYSICAL EXAMINATION.** The Superintendent agrees to have a comprehensive medical examination at any point wherein there is a legitimate basis to question fitness for duty. The Superintendent agrees to supply the Board of Education with a doctor's verification of such, as previously specified. It is agreed that the doctor's verification shall be treated as confidential information by the Board of Education.

10. **DISABILITY.** Should the Superintendent be unable to perform any or all of the duties outlined herein by reason of illness, accident, or other causes beyond the individual's control for period in excess of their accumulated sick leave and unused vacation time, the Board of Education may in its discretion make a proportionate deduction from the salary hereinbefore stipulated. If such a disability continues for more than one year or if said disability is considered permanent, irreparable, or of such a nature as to make

performance of their duties impossible, the Board of Education may, at its option, terminate this agreement whereupon the respective duties, rights, and obligation hereunder shall terminate. Death of the Superintendent terminates this contract.

11. TERMINATION. The Board shall be entitled to terminate the Superintendent's contract at any time during the term of this contract for any reason which is not arbitrary and capricious including but not limited to moral turpitude, incompetency, inefficiency, or insubordination. The Superintendent will be entitled to written notice of charges and an opportunity for a hearing before the Board if the Board undertakes dismissal of the Superintendent. In the event of termination of employment during the term of this Agreement, this contract shall automatically terminate and the Board shall have no further obligation hereunder.

12. ARBITRATION. The Superintendent agrees that any claim 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. The Superintendent understands that the statute of limitations for claims arising out of an employment action may be longer than six (6) months, but agrees to be bound by the six (6) month period of limitation set forth herein and 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 pursue a claim, it is the intent of the parties that the court enforce this provision to the extent possible.

In the event of a dispute between the parties relating to any provision of this Contract, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this Contract, the parties hereby agree to submit such to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association. Arbitration under this provision shall be conducted pursuant to the terms of the Michigan Arbitration Act, MCL 600.5001 *et seq* and MCR 3.602.

The parties intend that this process of dispute resolution shall be inclusive of all contract and statutory claims advanced by Superintendent, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. However, this agreement to arbitrate does not restrict the Superintendent from filing a claim or charge with any state or federal agency (such as the Equal Employment Opportunity Commission or the Michigan Department of Civil Rights), and does not apply to any claims for unemployment compensation or workers' compensation which may be brought by Superintendent. Instead, this agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings.

This agreement to arbitrate means that the Superintendent is waiving their right to adjudicate breach of contract and discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, the Superintendent shall have the right to representation by counsel of their choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery and the right to a fair

hearing. However, the Superintendent, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.

The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and Superintendent, subject to the right of the Superintendent to seek to tax such fees as costs against the Board. Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within six (6) months of the alleged breach of contract or employment action. The Decision and Award of the arbitrator shall be final and binding and judgment thereon may be entered in the County Circuit Court, pursuant to MCL 600.5001.

13. ENTIRE CONTRACT. This Contract constitutes the sole and entire existing agreement between the parties. It supersedes and cancels all prior contracts, all prior practices, whether oral or written, and expresses all obligations and restrictions imposed upon the Board and the School District. Provided, that this contract is voidable pursuant to the provision of the Revised School Code pertaining to criminal history background checks and unprofessional conduct checks. In order to be valid and binding, all changes and modifications to the Agreement shall be in writing, approved by the Board of Education and signed by the Superintendent and the Board of Education.

14. GOVERNING LAW. This Agreement is governed by the laws of the state of Michigan.

IN WITNESS WHEREOF the parties hereto set their hand on this date.

FOR THE BOARD OF EDUCATION:

BY THE SUPERINTENDENT:

President

Superintendent

Secretary

Date