

## **CONTRACT OF EMPLOYMENT**

### **Certified Administrator**

This Employment Contract ("Contract") is hereby entered into by and between the Board of Education ("Board") of Gratiot-Isabella Regional Education Service District ("District") and [Paul K.Hungerford] ("Administrator") under the laws of the State of Michigan, according to the following:

#### **1. Term of Employment and Schedule**

- 1.1 Term. The District hereby employs [Paul K. Hungerford] as [Superintendent] pursuant to Section 1229 of the Revised School Code for a term of 3 year(s) commencing on **July 1, 2025, and expiring on June 30, 2028.** Pursuant to Section 1229(2) of the Revised School Code, if the Board of Education intends to not renew this Contract, it must provide Administrator with written notification of the Board's decision not to renew the Contract at least sixty (60) days before the Contract's expiration date. The Board of Education may annually extend this agreement in 1-year increments by June 1st of each contractual year. In doing so, the agreement will maintain a three-year commitment between GIRESD, and Mr. Paul Hungerford.
- 1.2 Workdays/Hours. Administrator is employed on the basis of two hundred and sixty-one days (261) workdays per fiscal year (July 1 through June 30), as scheduled by Board, and generally works forty (40) hours per week but is expected to work additional hours as required for [his/her] position. If Administrator fails to work a full contract/fiscal year, [his/her] salary will be subject to proration.

#### **2. Qualifications**

- 2.1 Professional Licensure, Endorsement and Qualifications. The Administrator represents that he/she will obtain and maintain all certificates, credentials and qualifications required by law, including the provisions of Sections 1246 and 1536 of the Revised School Code, the regulations of the Department of Education, and those required by the Board to serve in the position assigned. Additionally, the Administrator agrees, as a condition of his/her continued employment, to meet all continuing education requirements for the position assigned as may be required by the State Board of Education, and to maintain current training on the evaluation tool for teachers if evaluating teachers is an assigned function of Administrator's position. If, at any time, the Administrator fails to maintain all certificates, credentials, requirements and/or qualifications for the position of Administrator or fails to satisfy any continuing education requirements, as required herein, this Contract shall automatically terminate and the Board shall have no further obligations hereunder. The Administrator shall supply copies of all current

certificates, credentials, and continuing education credits to the Board at least 30 days prior to the first day of employment. The Administrator shall supply copies of future certificates, credentials, and continuing education credits to the Board within 30 days of completion.

### **3. Professional Responsibilities of Administrator**

- 3.1 Duties. Administrator agrees to devote [his/her] talents, skills, efforts and abilities toward competently, professionally and proficiently fulfilling all duties and responsibilities of the position. The Administrator agrees to faithfully perform duties assigned by the Board and Superintendent as may be established or amended by the Board and to comply with the directives of Board and Superintendent. The Administrator accepts the ultimate authority and direction of Board and Superintendent with respect to [his/her] responsibilities. Further, the Administrator agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations, Board policies, and by the Board and Superintendent to carry out the educational programs during the entire term of this Contract. Further, the Administrator agrees to devote substantially all of [his/her] business time, attention and services to the diligent, faithful and competent discharge of [his/her] duties on behalf of District to enhance the operation of District and agrees to use [his/her] best efforts to maintain and improve the quality of the programs and services of District. The Administrator will not perform professional services outside [his/her] administrative duties, or perform work for any other employer or entity without the preapproval of Board.
- 3.2 Medical Examination/Release of Medical Records. 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 Board or Superintendent, Administrator shall authorize the release of medical information necessary to determine if Administrator is capable of performing the essential job functions required by [his/her] assignment, with or without job accommodation. Any physical or mental examination or disclosure of such information required of Administrator by Board shall be job related and consistent with business necessity. Any medical or psychological examination under this section shall be at Board's expense. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential. Upon return from any medical leave, Administrator agrees to present a fitness for duty note from an appropriate medical care provider upon request.

### **4. Nature of Employment**

- 4.1 Continuing Tenure. Administrator agrees that [he/she] shall not be deemed to be granted continuing tenure in the position of initially assigned or to

which [he/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 District. Nor shall the decision of 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 Contract or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act. Administrator shall be deemed to have been granted continuing tenure as an active classroom teacher in accordance with the provisions of the Michigan Teacher Tenure Act.

- 4.2 Transfer/Reassignment. Administrator is subject to assignment and transfer to another administrative position of employment at the discretion of the Board or its Superintendent. Administrator will be responsible for meeting any certification and qualifications required by the State Board of Education or applicable law for such assignment or transfer.

## **5. Compensation**

- 5.1 Compensation Rate. Consistent with the Administrator's salary schedule approved by the Board, Administrator shall be paid at an annual salary rate of not less than **\$189,297.00** in consideration of [his/her] performance of the duties and responsibilities of the position. The annual salary shall be paid in up to twenty-six (26) biweekly installments beginning with the commencement of the fiscal/contract year (July 1 through June 30). Biweekly payment shall not begin until Administrator begins work for the fiscal/contract year. This sum shall be prorated based upon actual time worked if Administrator does not work the full fiscal/contract year.
- 5.2 Salary Adjustment. Upon separation or unpaid leave of absence of Administrator during any fiscal/contract year, [his/her] salary shall be adjusted to reflect payment, on a per diem basis, for the number of days on which services were actually and physically rendered during the contract year. Any amounts due Administrator upon separation or commencement of unpaid leave shall be remitted by Board to [him/her] as soon as such amounts can diligently be determined. Any salary amounts received by Administrator in excess of days actually worked during the fiscal/contract year shall be deducted from Administrator's remaining wages and Administrator, by executing this Contract, gives [his/her] written consent for such deduction. Any wage overpayments not recoverable by Board through wage deduction shall be remitted to Board by Administrator within three (3) business days of separation from employment. If not paid in this manner, Administrator agrees that judgment may be entered against [him/her] in any Michigan court of competent jurisdiction for such amount(s). The Board retains the right to adjust the annual salary of the Administrator during the term of this Contract. Any such salary

adjustment shall not reduce the annual base salary below the minimal base salary and the annuity equal to the stated amount of the base salary. Adjustments may be made to provide for a decrease in salary below the previous year, where such reduction is part of an overall reduction in wages due to economic conditions.

- 5.3 Annuity. In addition to annual salary for services performed, Administrator will be paid wages/compensation of **\$9,465.00** (5% of 24/25 salary) as an annuity for his/her sustained service to the District.
- 5.4 ORS Reimbursement. If, at any time, ORS reimburses contributions made from wages/compensation in this Contract or from previous contracts between Board and Administrator, reimbursement of Administrator's contribution will be credited to Administrator's 401(a), 403(b) or 457 plan with no cash option given.

## **6. Fringe Benefits**

- 6.1 Insurance Programs. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third-party administrator, Board shall make premium payments on behalf of Administrator and [his/her] eligible dependents for enrollment in the following insurance programs:
  - 6.2 Health Insurance: Blue Cross/Blue Shield of Michigan (BCBS)
  - 6.3 Dental insurance: Blue Cross/Blue Shield of Michigan (BCBS)
  - 6.4 Term life insurance: National Insurance Services
  - 6.5 Vision insurance: EyeMed
  - 6.6 Long Term Disability insurance: National Insurance Services
- 6.7 Premium Contributions. Administrator agrees that Board has the right to allocate to Administrator responsibility for a portion of the premium for the insurance coverages, as may be determined by the Board and in its discretion. This contribution shall not be less than the amount determined by Board to be necessary to comply with the Publicly Funded Health Insurance Contribution Act, 2011 PA 152. Board will notify Administrator of the insurance costs including taxes, assessments and copayments or which [he/she] is responsible in excess of Board paid premium contributions, subject to payroll deduction.
- 6.8 Insurance Carrier. Board reserves the right to change the identity of the insurance carrier, policyholder or third-party administrator for any of the above coverages, as determined and maintained by Board during this Contract. Board reserves the right to self-fund any of the above benefits.

Additionally, Board shall not be required to remit premiums for any insurance coverages for Administrator and [his/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 insurance coverage. District, by payment of the premium payments required to provide insurance coverage, shall be relieved from all liability with respect to insurance benefits.

- 6.9 Vacation. Administrator shall receive twenty (20) days of vacation each fiscal year; accumulated to 30 days. Only ten (10) days unused accumulated vacation shall carry over from one contractual year to the next contractual year.
- 6.10 Holidays. Administrator is entitled all holidays, identified on the common calendar for which no service to District is required.
- 6.11 Sick Leave. Administrator shall accumulate sick leave at a rate of twelve (12) days per year, up to two hundred (200) days. Upon retirement, Administrator shall be reimbursed \$80.00 per accumulated day, up to 200 days. Administrator shall be allowed three (3) personal days per contract year which are lost if not used.
- 6.12 Bereavement. Administrator shall be granted up to five (5) days of bereavement days each year to be used for "Immediate Family" to include spouse, children, parents, sibling, parent-in-law, grandchild, grandparent, grandparent-in-law, brother-in-law, sister-in-law, or person living in Administrator's home not to be deducted from sick leave or vacation days. These days do not accumulate.
- 6.13 Family and Medical Leave Act. Administrator shall be eligible for family medical leave per Board policy and the Family and Medical Leave Act. Applicable paid leave shall be concurrent with the Family and Medical Leave Act.
- 6.14 Fitness for Duty Certification. Prior to resumption of duty after an unpaid leave of absence for a serious health condition, Administrator shall provide to Board a fitness for duty certification from Administrator's health care provider. A second opinion may be required by Board, at its expense, unless the securing of the second opinion in this context is precluded by the Family and Medical Leave Act.

## **7. Evaluation**

- 7.1 Annual Performance Evaluation. Administrator's performance shall be

evaluated annually and presented in writing no later than March 1 in any given school year; except, Administrator may be evaluated biennially if rated "effective" or higher overall on his/her three most recent, consecutive year-end evaluations. The evaluation shall include multiple rating categories that take into account data on student growth, assessment data, and student learning objectives, as required by Section 1249 and 1249b of the Revised School Code (or a successor provision).

## **8. Termination**

- 8.1 Termination Standard. The Board shall be entitled to terminate Administrator's employment at any time during the term of this Contract for acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, conviction or commission of a felony or misdemeanor, if Administrator materially breaches the terms and conditions of the Agreement, or other reasons that are not arbitrary or capricious as determined by Board.
- 8.2 Termination Notice. If Board acts to dismiss Administrator during this Contract, [he/she] shall be entitled to written notice of charges and an opportunity for a hearing before the Board. Administrator may be represented by legal counsel, at [his/her] expense, at the Board hearing. If Board acts to discharge Administrator, this Contract shall automatically terminate and Board shall have no further obligation.
- 8.3 Reduction in Personnel. This Contract may be terminated or transferred during its term pursuant to a reduction in personnel, as determined by Board. Administrator shall be given at least fourteen (14) calendar days' notice of termination prior to the effective date of layoff or transfer. In the event of layoff, Board shall have no further obligation under this Contract.

## **9. Miscellaneous**

- 9.1 Tuition Reimbursement: The Board shall reimburse tuition costs (excluding travel) incurred in taking and pursuing graduate level college or university pertinent to [his/her] professional responsibilities to the District, in an amount not to exceed \$3,500 per school year provided that approval is granted by the Board.

## **10. Period of Limitations**

Administrator agrees that any claim or suit arising out of Administrator's employment with Board must be filed no more than 180 days after the date of the employment action that is the subject of the claim or suit. Administrator understands that the statute of limitations for claims arising out of an employment action may be longer than 180 days, but agrees to be bound by the 180 day 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 commence a lawsuit, it is the intent of the parties that the court enforce this provision to the extent possible and declare the law suit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.

## **11. Dispute Resolution**

- 11.1 Arbitration. If a dispute arises between the parties relating to discharge of Administrator during this Contract, the parties 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 691.1681 *et seq.* and MCR 3.602. The parties intend that this dispute resolution shall be inclusive of all contract and statutory claims advanced by Administrator arising from Administrator's discharge during this Contract, 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 Administrator 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 Administrator. This agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings. Administrator acknowledges [he/she] is waiving [his/her] right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, Administrator shall have the right to representation by counsel of [his/her] choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery and the right to a fair hearing. However, Administrator, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.
- 11.2 Arbitrator's Fee. Notwithstanding the fact that the AAA National Rules for the Resolution of Employment Disputes may have a different arrangement for payment of the arbitrator's fees and costs, the parties expressly state their intent that the arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by Board and Administrator. Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on Board within one hundred eighty (180) days of the effective date of Administrator's discharge during the term of this Contract and to enforce award.

## **12. Entire Agreement**

This Contract contains the entire agreement and understanding between the Board and Administrator with respect to the employment of Administrator and no prior or concurrent representations, promises, contracts or understandings, written or oral, not contained herein shall be of any force or effect. All prior contracts or other agreements (written or oral) pertaining to the terms of this Contract are cancelled and are superseded by the terms of this Contract. Provided, that this Contract is voidable pursuant to the provisions of the Revised School Code, pertaining to criminal records and criminal history checks. No amendment to or modification of this Contract shall be valid or binding unless it is in writing and signed by Administrator and 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.

## **12. Severability**

If any provision of this agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this agreement shall continue in full force and effect without said provisions; provided, however, that no such severability shall be effective if it materially changes the economic benefit of this agreement to any party.

## **13. Laws of State of Michigan**

This agreement is executed on behalf of the District pursuant to the authority granted under the laws of the State of Michigan.

**IN WITNESS WHEREOF**, the parties have caused this agreement to be executed on the day and year noted.

\_\_\_\_\_  
Date

\_\_\_\_\_  
NAME, Administrator

**BOARD OF EDUCATION OF Gratiot-Isabella  
Regional Education service district**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Its: President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Its: Secretary