

**CONCORD COMMUNITY SCHOOLS
SUPERINTENDENT OF SCHOOLS
EMPLOYMENT AGREEMENT**

This AGREEMENT made and entered into on June 17, 2024 by and between the **CONCORD COMMUNITY SCHOOLS, JACKSON COUNTY** herein called the “District”, and **Rebecca Hutchinson**, herein called the “Superintendent”.

WITNESSETH: The District agrees to employ Rebecca Hutchinson as Superintendent of Schools of the District on the terms and conditions set forth in this Agreement:

1. **APPOINTMENT AND TERM:** The board agrees to employ Rebecca Hutchinson as Superintendent of its schools for the term of two years from July 1, 2024 to and concluding June 30, 2026. The board shall review this contract with the Superintendent annually, and shall, on or before March 1 of each ensuing year, take official action determining whether or not it is extended for an additional year and notify the superintendent of its action in writing. If no action is taken by the board, the contract shall be deemed to have been extended for an additional year.
2. **QUALIFICATIONS AND DUTIES:** During the term and any extension or renewal thereof, Superintendent agrees to:
 - (a) Serve the District as its Superintendent of schools and perform the duties required by law;
 - (b) Obey, fulfill, and implement the policies of the Board of Education of the District;
 - (c) Carry out or cause to be carried out the educational program and policies of the District as the chief operating officer;
 - (d) Keep the Board of Education cognizant of information, which may be of importance to its members;
 - (e) Prepare agendas for each regular and special meeting of the Board of Education in cooperation with the Board President;
 - (f) Promote good community relations;
 - (g) Prepare an annual budget, submit it to the Board of Education for approval in a timely manner, and direct expenditures within the limits of the Board approved budget;
 - (h) Represent the District in dealing with other organizations, school staff, the public, and news media;

- (i) Develop organizational goals in cooperation with the Board of Education and other interested parties and keep the Board informed of progress toward the goals; and
- (j) Devote her full working time and best efforts in the performance of such duties for the District and to engage in no other gainful employment unless it is approved in advance by the Board of Education of the District in writing. (Superintendent may undertake speaking engagements, teaching, writing, lecturing, or other professional duties and obligations, provided the President of the Board of Education approves such activities).

3. **CERTIFICATION AND QUALIFICATION:** Superintendent represents that Superintendent has and will maintain all certificates, credentials and qualifications required by law, including, but not limited to, the regulations of the Department of Education, North Central Association and those required by the Board to serve in the position of Superintendent of Schools. If at any time Superintendent fails to maintain all certificates, credentials and qualifications for the position of Superintendent of Schools, this Agreement and Superintendent's employment shall, at the option of the Board, terminate and the Board shall have no further obligations hereunder.

4. **COMPENSATION:**

(a) **Base Compensation:** For her services as Superintendent of Schools, the District agrees to pay the Superintendent a salary of one hundred five thousand seven hundred eighty-one dollars (\$105,781.00) for the 2024-2025 school year and one hundred eight thousand nine hundred fifty four dollars and forty three cents (\$ 108,954.43) for the 2025-2026 school year annually starting July 1, 2024 and payable in 24 installments. The salary shall be subject to payroll deductions as shall be required by law or requested by the Superintendent and determined to be available and proper.

(b) In the event that the district increases K-12 enrollment by 20 students or more, a one-time merit increase of \$2,000 will be added to the base salary. The increase in enrollment will be calculated using a comparative method. The K-12 audited enrollment from the fall of 2024 will be compared to the total audited enrollment from the fall of 2025. The one-time increase would be added the last pay in June.

5. **INSURANCE BENEFITS:** The superintendent may choose one of the current Cafeteria Plan health insurance options available to district employees.

Micro-Credential and Micro-Credential Stacks

1. 2024-2025 administrators may apply for and earn three (3) stack(s)
2. Stacks will be paid using the following scale that is added cumulative to annual salary
 - a) 10-15 hours of training beyond district provided PD = \$500
 - b) 25-50 hours of training beyond district provided PD = \$1000
 - c) 50-75 hours of training beyond district provided PD = \$1500
4. The Superintendent will develop the list of available micro-credential stacks for administrators to choose from. If an administrator finds a training that they believe should be considered, they can request a review of the program during the approval process.
5. A pre-approval form must be submitted and approved by the Superintendent, School Board, or designee, prior to enrollment in the course. Approval or denial of course will be provided to an administrator. Pre-approval submissions must be received in the central office no later than the last day of the first semester as identified in the school calendar. The pre-approval process for the following year will open May 16th of the current school year. This would allow for training to occur in the summer for use in the following year.
6. The stack certificate of completion and all appropriate paperwork must be submitted by May 15th of the current school year to be paid out on the last pay of June.
7. Stacks must meet one of the following criteria:
 - a) Applicable to Building or District Improvement Plan
 - b) Related to District critical content
 - c) Prepares teacher for future assignment
 - d) Required by board in writing
 - e) Course applies to a co-curricular or extracurricular activity in which the teacher participates as a part of employment
 - f) Course is above what is required to complete job responsibilities
8. Stacks must meet the following criteria for verification and payment:
 - a) Be used in the current job assignment to benefit students, staff, and/or the building they are assigned to work with or in
 - b) Must be used in the school year in which the training is received. Future and ongoing use is encouraged
 - c) Be used on a regular basis

- d) Applicant must be willing to share their learning and expertise with other staff members
- 9. No credit may be earned for courses taken to remove deficiencies for Michigan certification or for salary advancement.
- 10. Stacks may be rolled over into subsequent years. An application and end of the year verification paperwork must be submitted by the dates listed above for compensation to continue beyond the first year.
- 11. No more than three micro-credential stacks will be paid each school year.

7.. **SICK LEAVE, VACATION AND OTHER LEAVES OF ABSENCE:** The Superintendent shall be afforded the following sick leave, vacation and other leaves of absence: All leave time in sections 7a, 7b, and 7d shall be prorated if the superintendent separates from the district prior to the end of the school fiscal year (June 30th).

- (a) Eleven (11) days of paid sick leave per year. Superintendent may use sick leave days for absence due to illness or disabling accident of the Superintendent's immediate family (spouse, children, grandchildren, and parents of the Superintendent and spouse). Superintendent retains all accumulated sick time earned in the district. Sick time rolls over each year, accumulative to 150 days.
- (b) Paid funeral leave of not more than five (5) days per year to attend the funeral of a member of the Superintendent's immediate family as defined above.
- (c) Paid jury leave, provided all jury fees are paid to the school district.
- (d) Three (3) days annually (non-accumulative) to be used for professional or personal business. Unused days roll into sick time.
- (e) The Superintendent shall be entitled to twenty five (25) working days of paid vacation, exclusive of legal holidays observed by the District, during each year of the Agreement. Such vacation periods shall be selected during periods of time least disruptive to the operations of the District. The Superintendent shall take at least twenty (20) days of vacation per year and shall not carry forward more than five (5) days from one year to the next. In the event of severance from the District, the Board agrees to pay the Superintendent for any unused vacation time not to exceed ten (10) days at the per diem rate at the time of severance, provided that if her severance occurs before the end of a year of the term, vacation days for that year shall be prorated based on actual time worked.

(f) Holidays – The Superintendent will receive the following thirteen (13) holidays.

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| 1. Friday before Labor Day | 7. New Year's Eve Day | |
| 2. Labor Day | 8. New Year's Day | 13. Presidents Day |
| 3. Thanksgiving Day | 9. Good Friday | |
| 4. Day after Thanksgiving | 10. Spring Break Day 1 | |
| 5. Christmas Eve Day | 11. Memorial Day | |
| 6. Christmas Day | 12. July 4 th | |

Option for Compensation in Lieu of Taking Vacation Time

A twelve month administrative employee has the option to receive compensation for a portion of their unused 2024-2025 vacation time up to a maximum of 50 hours in lieu of taking the time off. For example, employees who work less than a full 12-month schedule are not eligible for this benefit. All eligible employees who choose this cash in lieu of vacation time will be paid for the designated vacation time at the implied hourly rate calculated from their salaried per diem rate. Any hours traded for compensation will be removed from the employee's vacation bank and will not be considered with the maximum vacation carry over limit becomes effective on July 1st. Any remaining unused and unreimbursed 2024-2025 vacation time will be automatically carried over to 2025-2026 up to the maximum 5 day carry over limit. It is possible for an employee to elect to receive compensation for some of their unused vacation time and carry over any still remaining unused vacation time subject to the limits mentioned above.

If you are interested in designating some unused 2024-2025 vacation hours for compensation in lieu of actually taking the vacation time, you must let the Business Office know no later than 3:30pm on June 20, 2025. The Business Office will confirm that you still have the unused vacation hours you elected to be paid for, take them out of your bank, and plan to process the compensation in lieu of vacation payment along with the next scheduled payroll.

8. **AUTOMOBILE EXPENSE OR ALLOWANCE:** Superintendent shall use her own personal automobile for school purposes and shall receive mileage reimbursement at the IRS mileage rate from the district.
9. **BUSINESS EXPENSE:** Actual and reasonable expenses incurred by Superintendent in the discharge of official duties or in the performance of functions authorized by the Board of Education shall be reimbursed upon submission of receipts and reports of expenditures. All such expenses shall be reviewed by the Board of Education during its monthly bill review.
10. **PROFESSIONAL MEETINGS AND AFFILIATIONS:** The District will pay the Superintendent's dues for membership in the following professional organizations:
 - The Michigan Association of School Administrators

The Superintendent may attend professional educational meetings at the local and state levels, with the actual and reasonable expense of such attendance to be paid by the District as approved by the board of education.

11. **EVALUATION:** The Board of Education shall evaluate the Superintendent in writing prior to December 31st of each contract year in the agreement. The evaluation shall be presented to, and discussed with, the Superintendent by a committee appointed by the president of the Board of Education. On or before its regular December Board meeting of each year of the Agreement, the Board of Education and the Superintendent will meet to discuss the performance standards for the following school year.

The Board of Education shall evaluate the Superintendent annually or biennially in alignment with MCL 380.1249b(lj) using the School Advance tool. If the Superintendent receives a highly effective or effective evaluation for three years in a row they will receive a biennial evaluation in alignment with state law.

The Board of Education shall evaluate the superintendent in accordance with the Revised School Code, Act 451 of 1976, as amended. The Superintendent may appeal the evaluation process and rating received to the Board Of Education. The appeal must be submitted in writing to the Board President within 30 calendar days after the superintendent is informed of the rating. Within 15 days after the appeal is submitted, the Board of Education shall provide the Superintendent with written notice that a hearing shall be scheduled, in closed or open session at the election of the superintendent, to consider the appeal and for the Superintendent to present witnesses, information and evidence. The hearing shall be scheduled for a date mutually acceptable to the Board and Superintendent within the 45 days after the appeal is submitted, unless extended by mutual agreement. The Superintendent may be represented by counsel at the hearing at their own expense. If the hearing does not resolve the matter, the Superintendent may request binding arbitration by filing a demand for arbitration with the American Arbitration Association within 30 calendar days after the hearing , or within 45 days after the appeal if no hearing is held. The arbitration is subject to the Michigan Uniform Arbitration Act, MCL 691.1681, et seq., as amended. The arbitrator shall be selected through the procedures of the American Arbitration Association, Employment Arbitration Rules. The arbitrator shall have the authority to issue and appropriate remedy, and the decision of the arbitrator shall be enforceable by an court of competent jurisdiction.

12. **TERMINATION FOR CAUSE:** The Superintendent shall be subject to discharge for good and just cause, but the Board shall not arbitrarily and capriciously dismiss him/her. No discharge shall be effective until written charges have been served upon him/her and he/she has an opportunity for a fair hearing before the Board after ten (10) days' notice in writing. Said hearing shall be public or private at the option of the Superintendent. At such hearing, he/she may have legal counsel at her/her own expense.
13. **BUYOUT:** If the contract is terminated prematurely, the Superintendent shall be paid their entire total compensation for the remaining days/years of the contract, up to a maximum of 3 years, unless the termination was for just cause.
14. **NON-RENEWAL:** The decision whether or not to renew or extend this contract is solely within the discretion of the Board of Education. The Superintendent acknowledges that they have no expectation of employment beyond the expiration date established in this contract. However, in the event the Board of Education shall decide not to renew the Superintendent contract it should be for "good and just cause reasons" but not for "not arbitrary and capricious reasons." Prior written notice shall be given to the Superintendent. In the absence of notice for non renewal and provided that the Superintendent receives and "effective" or "highly effective" rating, or if the Board of Education fails to evaluate the Superintendent within the contract time frame, the contract is automatically extended by one year as to maintain a continuous three year agreement. During years when the Superintendent is not evaluated in alignment with state law MCL 380.1249b(1j) the automatic renewal provision would occur as described above unless the Board of Education proper written notification that the contract would not be extended by one year.
15. **GOVERNING LAW:** In the event of a dispute between the parties relating to any provision of the Agreement, or a dispute concerning any of the parties' rights or obligations as defined pursuant to the Agreement, the parties hereby agree to submit such to binding arbitration. Such arbitration shall be conducted under the labor arbitration rules of, and administered by, the American Arbitration Association. The arbitrator's fee and the 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.

16. **ENTIRE AGREEMENT:** The parties agree that this agreement contains the entire agreement between them and that there are no written or oral agreements, representations, statements, or understandings that the parties have relied on that are not stated in this agreement.
17. **AMENDMENT:** This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and may not be amended, renewed, or extended except by an instrument in writing (addendum or otherwise), duly adopted, and executed by the parties.
18. **OTHER BENEFITS:** The Superintendent shall be entitled to all non-duplicative benefits provided to certificated employees as are incidental to their employment relationship with the School Corporation. These benefits include, but are not limited to, benefits and leaves, any other forms of insurance protection, retirement program, choice of tax sheltered annuities, and other certificated employee benefits. The Superintendent shall not receive any benefit offered certificated employees that are identical, similar, or of the same nature to those specifically set out or otherwise discussed in the Addendum.

IN WITNESS WHEREOF, the parties have executed the Agreement the day and year first above written.

**CONCORD COMMUNITY SCHOOLS
JACKSON COUNTY, MICHIGAN**

By: _____
Rebecca Hutchinson, Superintendent

By: _____
Aaron Strouss, President Board of Education

Date: _____

Date: _____