

## LELAND PUBLIC SCHOOLS CONTRACT OF EMPLOYMENT

### School Superintendent

It is hereby agreed by and between the Board of Education of the LELAND PUBLIC SCHOOLS SCHOOL DISTRICT (hereinafter "Board" or "School District") and Ryan Huppert (hereinafter "Superintendent") that pursuant to Section 1229(1) of the Revised School Code, the Board in accordance with its action found in the minutes of its meeting held on the day of, has and does hereby employ the Superintendent for a four (4) year period commencing on July 1, 2025, and ending on June 30, 2029, according to the terms and conditions of this agreement (hereinafter "Agreement" or "Contract") as described and set forth herein as follows:

1. **Professional Responsibilities.** Superintendent shall perform the duties of Superintendent as prescribed by the Board and as may be established, modified, and/or amended from time to time by the Board. Superintendent acknowledges the ultimate authority of the Board with respect to his responsibilities and directions related thereto. Superintendent is subject to assignment and transfer to another administrative position of employment in the School District at the discretion of the Board.
2. **Qualifications.** Superintendent represents that he possesses, holds and will 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 Michigan Department of Education, and those required by the Board to serve in the position assigned. Superintendent agrees, as a condition of his continued employment, to meet all certification and continuing education requirements for the position assigned, as are and may be required by law and/or by the State Board of Education, and to maintain current training on the evaluation tool for administrators if evaluating administrators is an assigned function of Superintendent's position. If at any time, 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.
3. **Performance.** Superintendent agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Superintendent agrees to

faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, Superintendent agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board to carry out the educational programs and policies of the Leland Public Schools and the Board during the entire term of this Contract. Superintendent agrees to devote substantially all of his business time, attention, and services to the diligent, faithful and competent discharge of his duties on behalf of the School District to enhance the operation of the School District and agrees to use his best efforts to maintain and improve the quality of the programs and services of the School District.

#### **4. Compensation/Salary Schedule.**

- a. In consideration of his performance of the duties and responsibilities in conformance with the Board's requirements and expectations, Superintendent shall be paid in accordance with the following salary schedule:

##### **Superintendent Compensation Schedule**

<b>Year</b>	<b>Base</b>	<b>Annuity-10%</b>	<b>Merit-3%</b>
July 1, 2025 – June 30, 2026	\$142,308	\$14,230	\$4,269
July 1, 2026 – June 30, 2027	\$147,288	\$14,728	\$4,418
July 1, 2027 – June 30, 2028	\$153,181	\$15,318	\$4,595
July 1, 2028 – June 30, 2029	\$159,308	\$15,930	\$4,779

- b. As further remuneration for services rendered, the Superintendent will be paid an annual 403(b) annuity contribution by the Board of 10 percent (10%) of Superintendent's annual salary, rounded to the nearest one hundred dollars (\$100), in accordance with District procedures. This reflects compensation for attendance at Board meetings, and other additional time required for the performance of the Superintendent's duties.
- c. As further remuneration of services rendered, the Superintendent will receive a merit pay off schedule of three percent (3%) of base salary for each "effective" evaluation he receives during the term of this Agreement.

The annual salary shall be paid in twenty-six (26) equal bi-weekly installments beginning with the commencement of the Contract year (July 1 - June 30). The annual salary shall not be reduced during the term of this Contract, except as otherwise provided in this Contract.

5. **Salary Adjustment.** Should the Superintendent be assigned or transferred to another administrative position, the salary paid shall be as established by the Board for that position. Any increase in salary made during the term of this Contract shall be in the form of a written amendment and when executed by Superintendent and the Board, shall become a part of this Contract.

6. **Work Schedule and Vacation.** Superintendent is employed on the basis of fifty-two (52) weeks of work per Contract year (July 1 through June 30) as scheduled by the Board. The Superintendent generally works forty (40) hours per week but is expected to work additional hours as required by his position. Superintendent shall be granted vacation time of twenty five (25) days per Contract year, effective with the Contract year commencing July 1.

Accrued vacation days must be used within one hundred and twenty (120) days of the conclusion of the Contract year in which they are originally earned. Superintendent may elect to receive compensation on a per diem basis for up to ten (10) of the accrued unused vacation days for each year (July 1 through June 30) of this Contract. Payment for such days shall not be eligible for contribution to the Michigan Public School Employees Retirement System and shall be paid either in cash or to a 403(b) annuity. 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. All scheduling of vacation is subject to the approval of the Board.

7. **Evaluation.** Superintendent's performance shall be evaluated by the Board in accordance with Revised School Code Sections 1249 and 1249b (or its successor provisions), not less than annually, on or before December 31st of each Contract year using either the MASB or the MASA superintendent evaluation tool. Copies of said evaluations shall be provided to the Superintendent and placed in the Superintendent's personnel file.

8. **Evaluation Appeal.** The Superintendent has the right to appeal to the Board the Superintendent's evaluation consistent with the appeal rights provided to school administrators under MCL 380.1249b(1)(p).

9. **Termination.** The Board shall be entitled to terminate the Superintendent's employment at any time during the term of this Contract for acts of misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, conviction or commission of a felony or misdemeanor, if Superintendent materially breaches the terms and conditions of the Contract, or for other reasons that are not arbitrary or capricious, as determined by the Board.

The foregoing standards for termination of this Contract during its term shall not be applicable to non-renewal of this Contract at the expiration of its term, which decision is discretionary with the Board. If the contract is terminated before the Contract's expiration date, the Superintendent shall be paid his base salary for the remaining days of the current school year (July 1 to June 30) or six months, whichever is longer, unless the termination was for just cause. This payment shall be calculated using the Superintendent's base salary under paragraph 4.a for the appropriate school year, paid as a lump sum payment, and is not considered reportable compensation for the purposes of retirement. The payment shall not include the annuity or merit pay set forth in this Contract.

10. **Disability.** In the event of Superintendent's mental and/or physical incapacity to perform the duties of his office, he shall be granted an initial leave of ninety (90) work days for purpose of recovery. The Superintendent shall first exhaust any accumulated sick leave, personal leave and accrued vacation time, with the balance of the ninety (90) work day period to be unpaid.

Health plan premium payments shall be made on behalf of Superintendent during this interval to the extent required by law. Upon utilizing leave under this provision, Superintendent shall furnish medical certification to the Board (or its designee) respecting the necessity for the leave.

If the Board (or designee) has reason to doubt the validity of the medical certification supplied by Superintendent, it may require a second opinion, at Board expense.

Superintendent may request a ninety (90) work day unpaid leave extension in the event of his physical and/or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is a verified prognosis that Superintendent will be able to resume his duties at the conclusion of the extended leave interval. Medical certification shall be supplied by Superintendent as a condition to any leave extension.

Any extensions of leave for this purpose shall be at the discretion of the Board.

If Superintendent is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), his employment and this Contract may be terminated at the option of the Board. However, no such termination shall occur where restoration after leave is required by the Family and Medical Leave Act.

Prior to resumption of duty after a leave of absence for a serious health condition, Superintendent shall provide to the Board a fitness for duty certification from Superintendent's health care provider. A second opinion may be required by the Board, at its expense, unless the securing of the second opinion in this context is precluded by the Family and Medical Leave Act.

11. **Tenure Status.** Superintendent agrees that he shall not be deemed to be granted continuing tenure in the position initially assigned or to which he 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 School District. Nor shall the decision of the Board not to continue or renew the employment of Superintendent 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 Agreement or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

12. **Medical Examination/Release of Medical Records.** Superintendent shall submit to such medical examinations, supply such information and execute such documents as may be required by any underwriter, policyholder or third-party Superintendent providing insurance programs specified under this Contract. Additionally, upon request of the Board, Superintendent shall authorize the release of medical information necessary to determine if Superintendent is capable of performing the essential job functions required by his assignment, with or without reasonable job accommodation(s). Any physical or mental examination or disclosure of such information required of Superintendent by the Board shall be job related and consistent with business necessity. Any medical or psychological examination under this section shall be at Board expense. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential. Upon return from any medical leave, Superintendent agrees to present a fitness for duty note from

an appropriate medical care provider upon request.

13. **Insurance Programs.** Upon proper application and acceptance for enrollment by the appropriate insurance underwriter(s), policyholder(s) and/or third-party Superintendent(s), the Board shall make medical benefit cost and premium contributions on behalf of Superintendent (and his eligible dependents) for medical, vision and dental plans as are available to other administrative or certified employees within the District, pursuant to Board of Education policy. Additionally, the Board shall make premium payments on behalf of Superintendent for a long-term disability (LTD) plan designated by the Board and for term life insurance (provided that superintendent is insurable for such coverage) as available to other administrative or certified employees within the District.

14. **Cash-In-Lieu.** Should Superintendent make a written election not to enroll in the health insurance coverage through the District, he shall be entitled to enroll in dental insurance, optical insurance and receive term life insurance coverage in the amount of two times (2x's) base salary (provided that Superintendent is insurable for such coverage). Additionally, if health insurance coverage is waived, Superintendent shall be entitled to receive an amount equal to the difference between single subscriber premium for medical coverage and the premium rate for the dental, optical and term life insurance plans described immediately above. This amount shall be paid in accordance with the Plan administered by the District. Superintendent may elect to contribute such amount to a 403(b) annuity. The Superintendent must furnish written evidence that he is enrolled in another health/medical benefits plan that meets the minimum value and coverage requirements of the Affordable Care Act.

15. **Premium Contributions.** Superintendent shall contribute the amount of employee medical benefit cost and premium contributions which are determined by the Board to be necessary to comply with applicable law, as a condition to the Superintendent's participation and enrollment in the above insurance products and programs. 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. If PA 152 is repealed during the term of this Contract, the District's contribution shall remain capped at the previous PA 152 levels, with annual increases requiring the percentage increase in the premium costs up to three (3) percent per year or as negotiated between the Superintendent and the Board. The Board will notify Superintendent of the insurance costs including taxes, assessments, and copayments or which is responsible in excess of Board

paid premium contributions, subject to payroll deduction. The Superintendent hereby authorizes payroll deductions for the above amounts.

16. **Insurance Carrier.** The Board reserves the right to change the identity of the insurance carrier, policyholder or third-party administrator for any of the above coverages, provided that comparable coverage, as determined by the Board, is maintained during the term of this Agreement. The Board shall not be required to remit premiums for any insurance coverages for Superintendent and his 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 or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. Superintendent is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. 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.

17. **Holidays.** Superintendent is entitled to ten (10) paid holidays for the following holidays for which no service to the School District is required:

New Year's Eve Day	New Year's Day
Fourth of July Eve	Memorial Day
Fourth of July	Labor Day
Thanksgiving Day	Day after Thanksgiving
Christmas Eve Day	Christmas Day

18. **Emergency and Sick Leave.** Superintendent shall be allowed five (5) emergency paid leave days per Contract for:

A. Attending to the serious injury or illness or death of an immediate family member, defined as: wife, child, sister, brother, parents, parents-in-law, stepparents, stepparents-in-law, grandparents, or any person residing with Superintendent for which he has direct care responsibilities.

B. Reasons other than the above - approval for such leave is solely at the discretion of the Board.

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 sick leave days in Paragraph 15 may accumulate to a maximum of ninety (90) total days. Superintendent shall receive payment for unused sick leave days at the time of separation of service in the amount of ten percent (10%) of his daily base pay in effect in the year immediately prior to the separation for each unused sick leave day.

19. **Personal Leave.** Superintendent shall be allowed three (3) personal paid leave days per Contract year which must be used within thirty (30) days of the conclusion of the fiscal year in which they are originally received. Any unused paid leave days hereunder shall not be compensated.

20. **Travel and Meals.** Superintendent shall be eligible to be reimbursed for travel, meals, and lodging in accordance with per diem expense and reimbursement standards and procedures established by the Board. Superintendent shall be reimbursed per mile at the rate established by the Internal Revenue Service, or by the Board, for the use of his personally owned or operated vehicle while on District business. Any expense to be incurred by Superintendent for travel outside of the geographical boundaries of the State of Michigan shall be submitted in advance for review and approval by the Board. Superintendent shall be required to present an itemized account of his reasonable and necessary expenses in accordance with direction of the Board or its designee.

21. **Professional Growth and Dues.** The Board may approve the fees or dues for membership in MASA, AASA, NAFIS, FLISA and other appropriate organizations upon request of the Superintendent.

Subject to prior approval by the Board, the Superintendent may attend appropriate professional meetings at the local, state and national levels and shall be reimbursed for any registration fees, tuition, travel, lodging, and/or reasonable meal expenses for himself in relation thereto not prepaid by the Board.

22. **Education Reimbursement.** The Board will reimburse Superintendent for up to fifty percent (50%) of the tuition and related expenses incurred completing coursework related to his position or duties at an accredited university or college in the State of Michigan. The Board reserves the right to set grade, course, and reimbursement requirements.

23. **Errors and Omissions Coverage.** The Board agrees to pay the premium amount for errors and omissions insurance coverage that applies to



Superintendent while engaged in the performance of a governmental function and while the Superintendent is acting within the scope of his authority. The policy limits for this coverage shall be not less than \$2,000,000. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of Superintendent. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions coverage. In the event that such insurance coverage cannot be purchased in the above amounts and/ or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify Superintendent. In that event, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to Superintendent as is authorized under MCL 691.1408 and MCL 380.11a (3)(d).

24. **Entire Agreement.** This Contract contains the entire agreement and understanding by and between the Board and Superintendent with respect to the employment of Superintendent 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, connected with, or arising in any manner out of the employment of Superintendent by the Board, are hereby terminated and shall hereafter be of no force or effect whatsoever.

No amendment to or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board reflected in its minutes, and signed by Superintendent and the President and Secretary of the 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.

25. **Severability.** 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).

26. **Periods of Limitation.** Superintendent agrees that any dispute, claim or suit arising out of 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 dispute, claim or suit. 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 commence a law suit, 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.

**27. Dispute Resolution.** In the event of any dispute between the parties relating to discharge of Superintendent during the term of 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 Uniform Arbitration Act, MCL 691.1681 *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 arising from Superintendent's discharge during the term of 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 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 Superintendent is waiving his right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, Superintendent shall have the right to representation by counsel of his choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery and the right to a fair hearing. However, Superintendent, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.

Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within one hundred eighty (180) days of the effective date of Superintendent's discharge during the term of this Contract. The Decision and Award of the arbitrator shall be final and binding and judgment thereon may be entered in the Circuit Court for the 13th Judicial Circuit of Michigan (Grand Traverse,

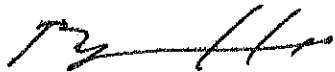
Antrim, and Leelanau Counties), pursuant to applicable provisions of the Michigan Uniform Arbitration Act.

**1. 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 Superintendent.

**2. Authorizations.** This Agreement is executed on behalf of the Leland Public Schools pursuant to the authority granted as contained in the resolution of the Board adopted on the same being incorporated herein by reference.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

**SUPERINTENDENT:**



5/1/25

Ryan Huppert

Date

**LELAND PUBLIC SCHOOLS BOARD OF EDUCATION:**



5/1/2025

President

Date

**LELAND PUBLIC SCHOOLS BOARD OF EDUCATION:**



Secretary

Date 5/1/2025