

HARTLAND CONSOLIDATED SCHOOLS
CONTRACT OF EMPLOYMENT
Superintendent

It is agreed by and between the Board of Education of the Hartland Consolidated Schools ("Board") and Charles C. Hughes ("Administrator") that pursuant to Section 1229(1) of the Revised School Code, the Board employs Administrator for four (4) years starting on July 1, 2024 ending on June 30, 2028, according to the following terms and conditions.

1. ***Duties.*** Administrator shall perform the duties of Superintendent as prescribed by the Board pursuant to the Michigan Revised School Code as may be established, modified, and/or amended from time to time by the Board. Administrator acknowledges the ultimate authority of the Board as to his responsibilities and related directions.
 - A. Administrator will devote his talents, skills, effort, and abilities toward competently and proficiently fulfilling the duties and responsibilities of the Superintendent.
 - B. Administrator will faithfully perform those duties assigned by the Board and to comply with the related directives of the Board.
 - C. Administrator will comply with and fulfill the responsibilities and tasks required of the School District by state and federal statutes and regulations.
 - D. Further, Administrator will use his best efforts to maintain and improve the quality of the operation of the School District and constantly promote efficiency in all areas of his responsibility.
2. ***Qualifications.*** Administrator represents that he possesses, holds, will maintain, or will seek all certificates, credentials, and qualifications required by law, including Sections 1246 and 1536 of the Revised School Code, the School Administrator Certification Code, other rules and regulations of the Michigan Department of Education, and those currently required by the Board to serve in the position assigned. Additionally, Administrator will, as a condition of his continued employment, meet all continuing education requirements for the position assigned as may be required by the State Board of Education. If at any time Administrator fails to maintain all certificates, credentials, continuing education requirements, and/or qualifications for the position of Superintendent as required herein, this Contract shall automatically terminate and the Board shall have no further contractual obligations.
3. ***Compensation.*** Administrator shall be paid an annual (i.e., twelve month) salary rate of no less than \$200,246 for performing the duties of the position of Superintendent.

The annual salary shall be paid in substantially equal installments not to exceed twenty-seven (27) installments per Contract year (i.e., July 1 - June 30) beginning with the commencement of the Contract period, to be paid on the regular payroll dates established by the District.

The Board retains the right to adjust the annual salary of Administrator during the terms of this Contract. Any such salary adjustment shall not reduce the annual salary below the annual salary stated above. Any adjustment in salary made during the term of this Contract shall be in the form of a written amendment and when executed by Administrator and the Board, shall become part of this Contract. The Administrator will receive a minimal annual salary adjustment equal to the annual teachers' contracted increase or decrease percentage, if applicable.

- A. *Tax-Sheltered Annuity*: The administrator shall annually receive a Board paid tax-sheltered annuity as remuneration for services provided starting at the amount equal to 12% of the compensation from Section 3. For each additional year after, the amount will increase by 1.5% annually on the 1st day of July for as long as he receives from the Board either an Effective or Developing rating as part of the previous year's Board performance evaluation.
 - B. *Longevity*: The Administrator is eligible to receive longevity compensation of \$9,000 for service to the district each year.
 - C. *Merit Pay*: The Administrator's job performance and job accomplishments will be significant factors in determining his compensation and additional compensation. The Administrators' salary will increase by \$6,000 starting on the 1st day of July, if he receives an Effective rating on the annual evaluation. If he receives a Developing rating, he will receive a salary increase of \$3,000. If a Needs Support rating is received, no Merit Pay/Performance adjustment will be earned. The Superintendent Evaluation to determine a rating will be based on the most recent performance evaluation completed in accordance with MCL 380.1249b.
4. ***Contract Extension***. The Administrator in the month of January shall advise the Board, in writing, of its duty to review this Contract with Administrator annually on or before June 30 of any Contract year. This Contract may be extended either by option of the Board or by operation of law as follows:
- A. The Board, no later than the 30th day of July of each year during the term of this Contract, may extend the Contract for an additional one (1) year period. All other terms and conditions of this Contract shall remain unchanged, except as otherwise agreed by the parties. The Board in its sole discretion and with or without cause may decline to extend this Contract for an additional year. Failure of the Board to affirmatively extend this Contract by July 30th of the final year shall conclusively constitute a declination to do so.
 - B. Unless the Board gives written notice of non-renewal of this Contract to Administrator by March 30th in the final year of this Contract, this Contract will, without further action, be automatically renewed for an additional one (1) year period as provided by Section 1229 of the Revised School Code.

5. **Vacation.** Administrator is employed based on fifty-two (52) weeks of work per Contract year as scheduled by the Board.

Administrator shall be granted vacation time of twenty (25) days per Contract year. Vacation days must be used within the Contract year for which they are initially made available. However, Administrator may make a written election to annually redeem up to ten (10) unused vacation days, to be paid at his per diem rate.

6. **Performance Evaluation.** Administrator's performance shall be evaluated in accordance with MCL 380.1249b. The Superintendent shall be evaluated 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 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 authority to issue any appropriate remedy, and the decision of the arbitrator shall be enforceable by any court of competent jurisdiction.

7. **Termination.** The Board shall be entitled to terminate and honor remaining terms of the Administrator's contract at any time during the term of this Contract for just cause, as determined by the Board. The foregoing standard for termination of this Contract during its term shall not apply to non-extension of this Contract during its term or to non-renewal of this Contract at its expiration, which decisions are entirely within the discretion of the Board.

During the term of this contract the Superintendent shall be subject to discharge for good and just causes. For purposes of this agreement, the term "just cause" shall include, but is not limited to, when the Board determines that the Superintendent has committed acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetence, or if the Superintendent materially breaches the terms and conditions of the agreement. These criteria for termination of this contract during its term shall not be applicable to non-renewal of this contract which shall be discretionary with the Board. In the event the Superintendent's employment is terminated during the term hereof for just cause, this contract shall terminate, and the Board shall have no further obligation hereunder. No discharge shall be effective until written charges have been served upon him, and he shall have an opportunity for a hearing before the Board not sooner than ten (10) business days following the Superintendent's receipt of written notice. At such hearing, he may have legal counsel at his expense.

No discharge during the term of this Contract shall be effective until written charges have been served upon Administrator and he shall have an opportunity for a hearing before the Board after ten (10) days' notice in writing. Said hearing shall be public or private at the Administrator's option. At such hearing he may have legal counsel provided at the Administrator's expense. Upon termination of the Agreement, Administrator agrees to refrain from making any verbal or written disparaging statements about the Administrator's employment with the district on social media or to representatives of any media outlets.

8. ***Disability Leave.*** In the event of Administrator's mental and/or physical incapacity to perform the duties of his position, he shall be granted an initial unpaid leave of ninety (90) work days for the purpose of recovery. Administrator shall first exhaust any accumulated sick leave and accrued vacation time. Health plan medical benefit plan cost contributions shall be made on Administrator's behalf during this interval, to the extent specified in Section 12 of this Contract. Upon using leave under this provision, Administrator shall furnish certification to the Board (or its designee) regarding the necessity for the leave.

Administrator may request an additional ninety (90) work days 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 there is a reasonable likelihood that Administrator will be able to resume his duties at the end of the extended leave interval. Medical certification will be supplied by the Administrator as a condition to any leave extension which is at the Board's discretion.

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

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

9. ***No Tenure in Position.*** Administrator agrees that he shall not be deemed to be granted continuing tenure as Superintendent or in any capacity other than 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 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 under the Michigan Teachers' Tenure Act.

10. **Medical Examination.** 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 the Board, Administrator shall authorize the release of medical information necessary for the Board's physician to determine if Administrator is capable of performing the essential job functions required by his assignment, with or without job accommodation. Any physical or mental examination or disclosure of such information required of Administrator 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.
11. **Insurance.** Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third-party administrator, the Board shall make premium payments and medical benefit plan cost contributions on behalf of Administrator and his eligible dependents for the following insurance programs:

Medical Benefit Plan Insurance

Long-Term Disability Insurance

Dental Insurance

Vision Insurance

Term Life Insurance \$225,000 term policy

Administrator agrees that the Board has the right to allocate to Administrator responsibility for apportion of the medical benefit plan costs and premiums for the plans and products identified above, as may be determined by the Board. The contributions required of Administrator shall not be less than the amount determined by the Board to be necessary to comply with the Publicly Funded Health Insurance Contribution Act or its successor provision. The Board will notify Administrator of the amounts for which he is responsible in excess of the Board contributed medical benefit plan costs and premiums. To the extent that the medical benefit plan costs and premiums associated with the above plans and products exceed the level of the Board's contributions, Administrator authorizes payroll deduction for all excess medical benefit plan costs and premium amounts required to maintain enrollment.

If Administrator makes a voluntary written election not to avail himself (and his dependents) of medical benefit plan coverage offered by the Board, he will instead receive \$5,000.00, spread out over a period of 10 months, under a qualified Section 125 plan, on the further condition that Administrator furnishes written evidence that he is enrolled in another medical benefit plan that meets the minimum value and coverage requirements of the Affordable Care Act.

12. **Insurance Carrier.** The Board reserves the right to change 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 Contract. The Board is not required to remit medical benefit plan cost contributions or premiums for any insurance coverage for Administrator 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 control as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. Administrator is responsible for assuring completion of any and all documents needed to receive the above-described insurance coverage. The School District, by payment of the premium payments required to provide the above-described insurance coverage, shall be relieved from all liability as to insurance benefits.

13. **Leave.** if the Administrator is absent from duty on account of personal illness/disability, he shall be allowed full pay for a total of fourteen (14) days in each Contract year. Unused paid leave days shall accumulate to a maximum of one hundred (100) days for absence due to personal illness/disability and personal business of Administrator. Unused paid personal illness/disability or personal business days shall be paid out upon separation from the district at \$100.00 per day from the first day of employment as the Superintendent.

The Administrator may be absent from duty on account of personal business to a maximum of four (4) days in each contract year, which days shall be deducted from the fourteen (14) days provided annually for personal illness/disability or personal business. These days shall be considered Personal Time Off (PTO) days.

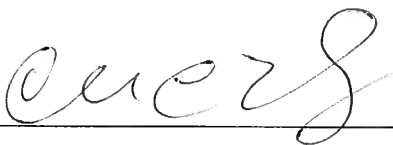
14. **Bereavement Leave.** In addition to other days provided above, up to four (4) leave days shall be provided for each instance of death in the immediate family, consisting of parent, mother-in-law, father-in-law, spouse, grandparent, child, or sibling.
15. **Reimbursement.** Administrator shall be eligible to be reimbursed for travel, meals, and lodging in accordance with per diem expense and reimbursement policies and procedures established by the Board.
16. **Professional Memberships.** The fees or dues for membership in appropriate professional organizations are subject to the approval of the Board president. The Administrator is entitled to attend one National Conference annually.
17. **Errors and Omissions Insurance.** The Board will pay the premium amount for errors and omissions insurance coverage for Administrator while engaged in the performance of a government function and while the Administrator is acting within the scope of his authority. The policy limits for this coverage shall be not less than \$1,000,000. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of Administrator. The Board's sole obligation is limited to the payment of premium amount for the above errors and omissions coverage.
18. **Savings Clause.** If any provision of this contract is ruled illegal or unenforceable by a court of competent jurisdictions, the remainder of the Contract not affected by the ruling shall remain valid and in effect.

19. **Application of Law.** This Contract is governed by and shall be interpreted in accord with the laws of the State of Michigan.
20. **Limitations.** The Administrator agrees that any claim or suit arising out of Administrator'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 or suit. The Administrator 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 limitations period set forth herein and waives any contrary statute of limitations. Should a court of competent jurisdiction determine that this provision allows an unreasonably short period of time to commence a lawsuit, it is the parties' intent that the court enforce this provision to the extent possible and declare the lawsuit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.
21. **Entire Agreement.** This Contract contains the entire agreement and understanding by and between the Board and Administrator as 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 canceled and are superseded by the terms of this Contract.

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 Administrator 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.

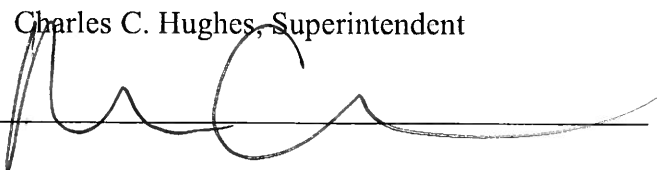
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date set opposite their names.

Date 10-22-24



Charles C. Hughes, Superintendent

Date 10-22-2024



Meghan Glabach, Board President

