

CONTRACT OF EMPLOYMENT

Superintendent of Schools

Pinckney Community Schools

It is hereby agreed by and between the Board of Education of the Pinckney Community School District (hereinafter "Board") and Richard M. Todd (hereinafter "Superintendent") that pursuant to Section 11a [MCL 380.11a] or Section 1229(1) of the Revised School Code of the State of Michigan, as may be applicable, the Board in accordance with its action found in the minutes of its meeting held on the 28th day of June 2019, has and does hereby employ the said Richard M. Todd for a three (3) year period commencing on July 1, 2019, and ending on June 30, 2022, according to the terms and conditions as described and set forth herein as follows:

1. Superintendent shall perform the duties of Superintendent of Schools as prescribed by the School Code of the State of Michigan and by the rules and regulations of the State Board of Education and as may be established, modified and/or amended from time to time by the Board. Superintendent shall serve as chief executive officer and chief administrative officer of the Board. He/she will act as an advisor to the Board on matters pertaining to school administration of the school district, and he/she will inform the Board as to administrative action taken in its behalf, which actions must be within the authority delegated to the Superintendent by the Board.
2. Superintendent represents that he/she possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Department of Education, and those required by the Board to serve in the position of Superintendent of Schools. Additionally, Superintendent agrees, as a condition of his/her continued employment, to meet all continuing education requirements for the position assigned, as may be required by law and/or by the State 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. Extenuating circumstances will be considered by the Board prior to termination.
3. Superintendent agrees to devote his/her talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position of Superintendent of Schools as required and 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 laws and regulations and by the Board to carry out the educational programs and policies of the School District for which he/she is responsible during the entire term of this Agreement. Further, Superintendent pledges to use his/her best efforts to maintain and improve the quality of the operation of the School District and constantly promote efficiency in all areas of his/her responsibility.
4. In consideration of his/her performance of the duties and responsibilities of the position of Superintendent of Schools in conformance with the requirements and expectations of the Board as set forth herein, Superintendent shall be paid the annual salary of not less than One Hundred Thirty Two Thousand Five Hundred Dollars (\$132,500) for each of the 2018/19, 2019/20 and 2020/21 contract years. The annual salary shall be paid in bi-weekly installments during the applicable twelve-month period July 1 through June 30. Upon

separation of the Superintendent during any fiscal/contract year, his/her annual salary shall be adjusted to reflect payment for the number of work weeks during which services were actually and physically rendered during the contract year. The Board shall not be obligated to make payment for any week during which Superintendent did not render services. Any amounts due the Superintendent upon separation shall be remitted by the Board to him as soon as such amounts can diligently be determined. Any salary amounts received by the Superintendent in excess of weeks actually worked during the fiscal/ contract year shall be deducted from the Superintendent's remaining wages and Superintendent, by executing this contract, hereby gives his/her written consent for such deduction. Any wage overpayment not recoverable by the Board through wage deduction shall be remitted to the Board by the Superintendent within three (3) business days of separation from employment. If not paid in this manner, Superintendent agrees that judgment may be entered against him in any Michigan court of competent jurisdiction for such amount(s).

The annual salary adjustment of the Superintendent is fully negotiable between the Board and Superintendent. Said salary shall be subject to upward revision by agreement of the parties. Any adjustment in salary made during the term of this Contract shall be in the form of a written amendment and when executed by Superintendent and Board, shall become a part of this Contract.

Additionally, the Superintendent shall be eligible to receive a stipend in the amount of \$2,000 upon receipt of an Educational Specialist Degree (Ed.S.)/or Doctorate Degree (Ph.D) determined by the Board to be relevant to the Superintendent's position responsibilities.

After completion of the third (3rd), fifth (5th), seventh (7th) and tenth (10th) year of contract experience as Superintendent of Pinckney Community Schools, Superintendent shall annually receive a longevity increment which shall be \$4,000 after the 3rd year, shall increase to \$6,000 after the 5th year, shall increase to \$8,000 after the 7th year and shall increase to \$10,000 after the 10th year. This shall be paid as additional salary. The amount shall begin to be paid as part of Superintendent's fourth (4th), sixth (6th), eighth (8th) and eleventh (11th) year contract. Said increments shall be prorated for less than a full year schedule.

5. Vacation time of twenty-five (25) days per fiscal year with a maximum accumulation to thirty (30) days. Seventy-five percent (75%) of vacation time must be used within the given year in a manner to minimize interference with the orderly operation and conduct of business of the School District. At termination Superintendent shall be paid for all unused accumulated vacation days up to a thirty (30) day maximum at the Superintendent's daily rate of pay.
6. Superintendent's performance shall be evaluated by the Board annually before June 30. The Board agrees to take action on or before June 30, 2019, regarding renewal of the Superintendent's contract for an additional one (1) year period.
7. The Board shall be entitled to terminate Superintendent's employment at any time during the term of this Contract for reasons that are not arbitrary or capricious or, if Superintendent materially breaches the terms and conditions of this Agreement. In the event that the Board undertakes to dismiss Superintendent during the term of this Contract, he/she shall be entitled to written notice of charges and an opportunity for a hearing before the Board. In the event of said termination of employment, during the term of this Agreement, the Board shall have no further obligations hereunder. The Board may decide not to renew the employment of Superintendent upon the expiration of this Contract at its discretion.

8. In the event of the Superintendent's mental and/or physical incapacity to perform the duties of his/her office he/she shall be granted an initial leave of ninety (90) work days for the purpose of recovery. The Superintendent shall first exhaust any accumulated sick 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 its designee) has reason to doubt the validity of the medical certification supplied by the Superintendent, it may require a second opinion, at Board expense if not covered by the Board-paid insurance in Section 11.

Superintendent may request a ninety (90) day unpaid leave extension in the event of his/her physical and/or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is reasonable likelihood that Superintendent will be able to resume his/her duties at the end 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 thereon), his/her 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 an unpaid 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 is precluded by the Family and Medical Leave Act.

9. Superintendent agrees that he/she shall not be deemed to be granted continuing tenure in the position 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 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 Teacher's Tenure Act, be deemed a breach of this Agreement or a discharge or demotion within the provisions of the Michigan Teacher's Tenure Act.
10. 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 administrator 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/her 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 if not covered by the Board-paid insurance provided in Section 11. Any information obtained from medical or psychological examinations or inquires shall be considered and treated as confidential.

11. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third-party administrator, the Board shall make premium payments on behalf of Superintendent and his/her eligible dependents for either the following Plan A or Plan B insurance programs effective July 1, 2019 through June 30, 2022:

A. **Plan A**

The Board has joined the Livingston County Health Care Consortium, for employee benefits. Superintendent may choose from other MESSA plans offered by the LCHCC. If Superintendent chooses a plan that is more expensive than the current ABC 1 plan, any increase in premium will be the responsibility of the Superintendent. The Superintendent's monthly premium contribution for Plan A (PAK D) coverage will be as follows:

Single:	\$ 356.28
Two-person:	\$ 460.21
Full-Family:	\$ 502.09

Any increase in premium for calendar year 2020 will be the responsibility of the Board.

Dental, vision, LTD and life insurance benefit levels once joining the LCHCC will be as determined by the consortium for administrative employees.

Furthermore, the Board shall permit Superintendent to purchase, during retirement years and at personal expense, any insurances currently in effect for district administrators as permitted by respective district carriers/policyholder and applicable laws and regulations provided this arrangement does not increase the premium cost for other administrators.

The Board reserves the right to substitute another carrier for the same or similar insurance coverage if insurance rates become disproportionate with those of other major carriers.

Superintendent enrolled in Plan A shall be responsible, through payroll deduction, for all health/medical benefits plan costs that exceed the amounts contributed by the Board as specified above.

Superintendent may access the Health Savings Account (HSA) associated with the MESSA ABC Plan 1 upon selection during open enrollment.

B. **Plan B** (If not electing health insurance)

Dental, vision, LTD and life insurance benefit levels once joining the LCHCC will be as determined by the consortium for administrative employees.

SECTION 125 CAFETERIA PLAN

The Board will make payment of the total cost of premiums for a Section 125 Cafeteria Plan which will include medical reimbursement, dependent care and premium conversion options. Superintendent may choose any of these options by completing the necessary application procedures in accordance with the provisions of the Board-adopted Section 125 Plan. If opting for the MESSA ABC Plan with an HSA, Superintendent may not participate in the Section 125 for medical reimbursement, per federal law.

12. 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/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 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 premium payments required to provide the above-described insurance coverage(s), shall be relieved from all liability with respect to insurance benefits.
13. School Closing: The Superintendent's presence is not expected at the work site on days when classes are cancelled due to inclement weather conditions unless the position requires his/her involvement with school closing procedures.
14. Superintendent is entitled to the following holidays for which no service to the School District is required: July 4, Labor Day, Thanksgiving and the day after, Christmas Eve, Christmas Day and the day after, New Year's Eve, New Year's Day, Good Friday and Memorial Day.
15. The Superintendent will receive paid leave days of fifteen (15) illness days for absence due to personal illness or disability and five (5) business days per fiscal year, prorated if Superintendent does not work the entire fiscal year (July 1 – June 30). Unused paid leave days hereunder shall be cumulative to a maximum of one hundred (100) days for absence due to personal illness or disability of Superintendent. Superintendent shall carry over sick day accumulation from his/her previous position in the Pinckney Community Schools.

Superintendent shall be paid fifty (\$50) dollars per day for all days over 100 at the end of the school year.

At termination with at least ten (10) years of Superintendent experience in the Pinckney Community Schools, Superintendent shall be paid for all unused accumulated leave days up to the fifty (50) maximum at the Superintendent's daily rate of pay.

At termination an administrator with less than ten (10) years of administrative experience in the Pinckney Community Schools shall be paid for all unused accumulated leave days up to the fifty (50) day maximum at fifty (\$50) dollars per day. These leave payments shall be paid only to employees who retire, voluntarily resign or upon the death of the employee.

Because of a death in the Superintendent's immediate family, up to five (5) work days of

absence will be granted without loss of pay or sick days. "Immediate family" constitute mother, father, spouse, brother, sister, child, parents-in-law, and any relative or dependent living in the home. This time is to be used to attend services and to settle the affairs of the deceased. For other relatives or someone of meaning, Superintendent may use vacation, personal or sick days.

If called for jury duty, the Superintendent will be paid by the Board the difference between the Superintendent's salary and jury duty pay for up to a maximum of sixty (60) days per school year. Within the limits prescribed above, said absence shall not be chargeable against paid leave accumulation.

16. The Superintendent shall attend appropriate professional meetings and may participate in professional activities at the local and state levels. The Superintendent may attend appropriate professional meetings at the national level as he/she determines appropriate, as long as necessary budgeted funds are available. The Superintendent shall be reimbursed for his/her expenses in connection therewith and for any other reasonable out-of-pocket expenses incurred on behalf of the Board.

The Board shall pay dues and/or membership fees on behalf of the Superintendent for appropriate professional organizations and memberships as long as necessary budgeted funds are available.

The Board shall provide the Superintendent with a monthly auto allowance of \$300 for district-related travel.

17. The Board agrees to pay the premium amount for error and omissions insurance coverage for Superintendent while engaged in the performance of a governmental function and while the Superintendent is acting within the scope of his/her authority. The policy limits for this coverage shall not be less than \$1,000,000. 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.
18. This Contract contains the entire agreement and understanding by and between the Board and Superintendent with respect to the employment of Superintendent and no representations, promises, contracts or understandings, written or oral, not contained herein shall be of any force or effect. All prior agreements 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 change or modification of this Contract shall be valid or binding unless it is in writing and signed by Superintendent and 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.
19. 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 Employment Dispute Resolution Rules of, and administered by, the American Arbitration Association. 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. The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and Superintendent. 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. The parties are entitled to have legal or other representation of their own designation, and each party shall be responsible for its own costs incurred in connection with such representation. The Decision and Award of the arbitrator shall be final and binding and judgment thereon may be entered in the Circuit Court for the 44th Judicial Circuit of Michigan, Livingston County.

20. If any provision of this Agreement 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). If any term of this Contract is determined not to be legally enforceable as written, the provision will be enforced to the extent allowed by law.

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

Date: _____

Superintendent

PINCKNEY COMMUNITY SCHOOLS
BOARD OF EDUCATION

Date: _____
By: _____
President

Date: _____
By: _____
Secretary