

**SOUTH LAKE SCHOOLS  
CONTRACT OF EMPLOYMENT  
SUPERINTENDENT**

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It is hereby agreed by and between the Board of Education of South Lake Schools (hereinafter "Board") and Theodore Von Hiltmayer (hereinafter "Administrator") 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 12<sup>th</sup> day of August 2019, has and does hereby employ the said Administrator as Superintendent for a three 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:

Administrator 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. Administrator acknowledges the ultimate authority of the Board with respect to his responsibilities and directions related thereto. Subject to a rating of "ineffective" on the Superintendent's annual evaluation, Administrator is subject to assignment and transfer to another administrative position of employment in the School District at the discretion of the Board.

Administrator agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Administrator agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. In addition to the general duties set forth above and as established by the District policies and regulations, the Superintendent shall:

- a. Advise the Board of Education on matters pertaining to the school administration or to the District and promptly report to the Board of Education all facts and information that would materially affect the business of the District.
- b. Make himself available and accessible to the members of the Board of Education, the members of the administrative staff of the District, and citizens of the District. In determining "availability" and "accessibility," consideration shall be given to the Superintendent's role as the chief executive officer of the District and the propriety of delegating functions to his staff.
- c. Attend each meeting of the Board of Education unless excused by the Board President or his/his designee or excluded from a closed meeting.
- d. Serve as ex officio non-voting member of each committee of the Board of Education.
- e. Attend and participate in District functions, or on occasion, other civic activities having relation to the District's interests within the community serviced by the District. The time expended in attending such meetings and activities has been

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taken into account in setting the aforesaid salary and, thus, no additional compensation shall be made for such attendances.

Administrator represents that he 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 assigned. Additionally, Administrator agrees, as a condition of his continued employment, to meet all continuing education requirements for the Superintendent position assigned, as are and may be required by law and/or 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 assigned as required herein, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

Further, Administrator 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 School District during the entire term of this Contract. Administrator shall be paid at an annual (twelve month) salary rate in consideration of his performance of the duties and responsibilities of the Superintendent position in conformance with the requirements and expectations of the Board. Administrator's salary for the 2019-20, 2020-21, and 2021-2022 school years will be \$135,000. The annual salary shall be paid in twenty-six equal bi-weekly installments beginning with the commencement of the fiscal/contract year (July 1 – June 30).

Should Administrator assume some or all the responsibilities and duties of an additional administrative position, a salary adjustment may be considered and mutually agreed to by the board and administrator based on reasonable assessment of additional responsibilities and time requirements necessitated by the assumption of aforementioned responsibilities. The Board hereby retains the right to increase the annual salary of Administrator during the term of this Contract. The salary for the position of Superintendent shall not be subject to reduction below the figures stated above unless such decrease is mutually agreed upon by the Administrator and the Board. Any increase 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 a part of this Contract.

Administrator is employed on the basis of fifty-two weeks of work per contract/fiscal year (July 1 through June 30) as scheduled by the Board. Administrator shall be granted vacation time of twenty-five days per fiscal year. Vacation days should be used within the fiscal year for which they are made available and Administrator shall be compensated for up to ten vacation days that remain unused at the end of each fiscal year (June 30<sup>th</sup>) at the per diem rate; and up to ten unused vacation days at the per diem rate upon separation. Administrator; with notification to the Board President shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District.

The Board shall provide the Administrator with mileage reimbursement at the Internal Revenue Service standard mileage rate for mileage traveled during the course of the day for school business purposes.

Administrator's performance shall be evaluated by the Board annually. Such evaluation shall be in compliance with section 1249b of the Revised School Code and will include an assessment of:

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the progress toward the educational goals of the District; the working relationship between the Board and the Administrator; the Board's own effectiveness in providing direction to the Administrator. No later than the last day of June of each year during the term of this contract, the Board of Education shall review with the Superintendent his or her performance as Superintendent. The Superintendent shall remind the Board of Education of this responsibility in a timely manner. Should it be concluded that the performance of the Superintendent is **less than effective** in any respect, specific shortcomings shall be identified in writing with accompanying written suggestions for improvement.

The Board shall be entitled to terminate the Administrator's employment at any time during the term of this Contract when it determines that Administrator has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, or any other conduct, or a lack thereof, **for which termination would not be arbitrary or capricious.**

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.

In the event that the Board undertakes to dismiss Administrator during the term of this Contract, he shall be entitled to written notice of charges and an opportunity for a meeting before the Board. The meeting shall be private or public at the option of the Superintendent. At the meeting, he may have legal counsel at his own expense. In the event of termination of employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

The Board shall review this contract with the Superintendent annually. This contract may be extended either by option of the Board of Education or by operation of law, as follows:

1. Board Option. The Board of Education, no later than the 1<sup>st</sup> day of April of each year during the term of this contract, may extend the contract for an additional one-year period. In exercising this option, the Board of Education also shall establish the annual salary to be paid to the Superintendent for the school year included in the extension. All other terms and conditions of this contract shall remain unchanged. The Board of Education in its sole discretion and with or without cause may decline to extend this contract for an additional year.
  - i. The board agrees to notify the Superintendent no later than March 31<sup>st</sup> of 2021 if it will not be extending this agreement by an additional year.
  - ii. The Superintendent shall notify the Board of Education of the timeline for contract extension in December of each year of this contract.
2. Operation of Law. Unless the Board of Education gives written notice of non-renewal of this contract to the Superintendent at least 90 days before the contract's termination date, this contract will, without further action, be automatically renewed for an additional one-year period as provided by Public Act 183 of 1979. The Superintendent annually shall advise the Board of Education of this obligation during the month of February.

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During the term of this contract, the Superintendent shall receive the benefits (health, dental, vision, life, long term disability and other benefits not specifically noted in this document) provided by the school district to South Lake Schools Administrators and Executive Assistants and listed in the Benefit Book for South Lake *Administrators, Executive Assistants, Supervisor of Food Service and Operations Supervisor* in accord with the Board of Education policy and with the knowledge that such insurance benefits are subject to change at any time on the same basis as changed for full-time, professional administrative staff.

The parties agree that the Superintendent shall carry over as described below sick days accrued while he was a district administrator with the following provisions:

- a. The monetary value of all unused sick leave accumulated as a district administrator in the District shall remain frozen for purposes of retirement/severance from the district subject to the provisions stipulated in the aforementioned 2015-16 (not less than \$126 per day) agreement governing the building and district administrators.
- b. In the event that the Superintendent becomes medically unable to work and has exhausted his superintendent sick leave time, the unused frozen days may be unfrozen and used for medically necessary sick leave at their earned monetary value.

In the event of Administrator's mental and/or physical incapacity to perform the duties of his office, he shall be granted an initial leave of ninety work days for purpose of recovery. The Administrator shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the ninety work day period to be unpaid. Health plan premium payments shall be made on behalf of Administrator during this interval to the extent required by law. Upon utilizing leave under this provision, Administrator 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 Administrator, it may require a second opinion, at Board expense.

Administrator may request a ninety 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 Administrator will be able to resume his duties at the conclusion of the extended leave interval. Medical certification shall be supplied by Administrator as a condition to any leave extension. Any extension of leave for this purpose shall be at the discretion of the Board.

If Administrator 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. In the event of termination of employment, this Contract shall automatically terminate and the Board shall have no further obligation hereunder. However, no such termination shall occur where restoration after leave is required by the Family and Medical Leave Act. If the leave is for a FMLA qualifying reason, FMLA leave must be taken concurrently with the contractual leave set forth above.

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Prior to 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.

If Administrator is absent from duty on account of personal illness or disability, he shall be allowed full pay for a total of twelve days per contract year, with a maximum accumulation of 200 days. If member, Sick Bank Option to 150 days' maximum. Unused paid leave days will be paid after five years of service in the district upon resignation or retirement at the rate of \$200 per day.

Administrator 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 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 Agreement or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

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 to determine if Administrator 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 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.

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 Administrator and his eligible dependents for the insurance programs and medical benefits provided to central office administrators.

The 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 by the Board, during the term of this Agreement. The Board shall not be required to remit premiums for any insurance coverages 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 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 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.

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Administrator is entitled to holidays when the School District is closed for central office administrators per school calendar.

Administrator shall be eligible to be reimbursed for travel, meals and lodging expenses in accordance with per diem expense and reimbursement standards and procedures established by the Board. Any expense to be incurred by Administrator for out-of-district travel shall be submitted in advance for review and approval by the Board President. Administrator shall be required to present an itemized account including receipts of his reasonable and necessary expenses in accordance with direction of the Board or its designee.

Subject to prior approval by the Board, the Superintendent shall be reimbursed for reasonable and necessary expenditures which are incurred in acting on the business of the School District, including conferences and workshops held in the State of Michigan. Such expenditures will be reimbursed upon presentation of an itemized and detailed accounting of such expenditures and receipts relating thereto in the form required by the School District and in conformity with applicable laws and the regulations of the Internal Revenue Service.

The Board agrees to pay the premium amount for errors and omissions insurance coverage for Administrator while engaged in the performance of a governmental function and while the Administrator is acting within the scope of his authority. The policy limits for this coverage shall be not less than \$5,000,000. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of Administrator. 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 Administrator. In that event, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to Administrator as is authorized under MCLA 691.1408 and MCLA 380.11a(3)(d).

This Contract contains the entire agreement and understanding by and between the Board and Administrator with respect to the employment of Administrator 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 Administrator by the Board, are hereby terminated and shall hereafter be of no force or effect whatsoever. However, that this contract is voidable pursuant to the provisions of the Revised School Code pertaining to criminal records checks.

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 of this Contract at such time or at any other time.

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 provisions(s).

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Administrator agrees that any claim or suit arising out of Administrator's employment with the Board must be filed no more than six months 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 six (6) months, but agrees to be bound by the six-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.

This Agreement is executed on behalf of South Lake School District pursuant to the authority granted as contained in the resolution of the Board adopted on June 19,2019, the same being incorporated herein by reference.