

# *Onekama Consolidated Schools*

*Onekama, MI 49675*

## **ADMINISTRATIVE CONTRACT FOR THE SUPERINTENDENT OF SCHOOLS**

It is hereby agreed by and between the Board of Education of Onekama Consolidated Schools in the State of Michigan (hereinafter called the Board) and **Kevin P. Hughes**, (hereinafter called the Superintendent or Administrator) that the said Board in accordance with its action as found in the minutes of the meeting held on the **14th day of March, 2016**, has and does hereby employ the said **Kevin P. Hughes** as Superintendent of Schools for a two (2) year period commencing July 1, 2016 and ending June 30, 2018, renewable annually. Both parties agree that said employee shall perform the duties of Superintendent of Schools as established by the Board in and for the public schools in said district and as prescribed by the laws of the State of Michigan and by the rules and regulations of the State Board of Education and/or the Onekama Board of Education.

The Superintendent will be a  $\frac{3}{4}$  time (195 day) position. The board reserves the right, if it sees the need, to add additional days at a per diem rate.

### **WITNESSETH:**

1. In consideration of an annual salary of \$74,307 (\$99,096 FTE) for 2016-17, said Administrator agrees to perform faithfully the duties of Superintendent of Schools or such position as may be assigned by the Board. The annual salary shall be paid in twenty-six (26) equal installments.
2. If the audit of Fiscal Year 2015-16 reflects revenues exceeding expenditures by at least 1% of the Administrator's salary, the board agrees to increase the Administrator's salary by 1% for the 2016-17 school year.
3. Any adjustment in salary made during the life of this contract shall be in the form of an amendment and shall become a part of this contract, but it shall not be considered that the Board has entered into a new contract with the Administrator or that the termination date of the existing contract has been extended. The Board may by specific action extend the termination date of the existing contract, but not to exceed two [2] years each.

4. It is expressly understood and agreed that the Administrator serves at the pleasure of the Board and that during the length of this contract he may be discharged at any time. However, the Administrator shall not be subject to discharge for a reason which is arbitrary or capricious. No discharge shall be effective until written charges have been served upon him. He shall have an opportunity for a hearing before the Board not more than fifteen (15) days after receipt of the written charges. The hearing shall be public or private at the option of the Administrator. At the hearing the Administrator may have legal counsel at his own expense. The foregoing shall not apply to nonrenewal of this contract or any extension of this contract. Termination of this contract by nonrenewal shall be subject only to the procedures required by the laws of the State of Michigan and the United States. The Board specifically reserves the right to not extend or not renew this contract or any extension of this contract regardless of cause or reason but subject only to the laws of the State of Michigan and the United States.
5. The Administrator shall furnish throughout the life of this contract a valid and appropriate certificate as required by law or regulation of the Department of Education to act in the position to which the Administrator is assigned by the Board, and the Administrator hereby agrees to devote his time, skill, labor, and attention to said employment during the term of this contract, provided, however, that the Administrator may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations upon prior consent by the Board.
6. It is expressly understood that the above named individual shall not acquire tenure as a superintendent or in any non-teaching position.
7. As a part of the Superintendent's duties he will be in charge of human resources, K-12 curriculum and other duties and responsibilities as defined by Board Policy 1230.
8. Failure to notify the Administrator in writing at least 90 days before the termination date of this contract of the Board's intent not to renew the contract will automatically result in a one-year extension of the contract.
9. The board shall evaluate the Administrator, at least annually, using the criteria and an evaluation process mutually agreed to by the Board and the Administrator.

10. The Board may require that the Administrator have a comprehensive medical examination as may be deemed necessary or every two (2) years. If such examination is required, a statement shall be filed with the Secretary of the Board certifying to the physical fitness and physical capability and/or mental competency to perform his duties. This statement shall be treated as confidential information by the Board, the cost of said medical report to be borne by the District provided, however, that the Board shall not be required to pay the costs of any medical examination in excess of \$200.00 unless the cost is approved in advance.
11. The Board shall provide the Administrator with the following fringe benefits:
  - a. The Board will provide health, dental, and vision insurance for full family on a twelve-month basis with a maximum value not to exceed the state annual hard cap.
  - b. The Administrator will be provided term life insurance in the amount of \$100,000.
  - c. The Board shall provide coverage under its errors and omissions policy.
  - d. Professional Dues – The Board agrees to pay dues to appropriate professional organizations for the Administrator.
  - e. Long Term Disability shall be provided on a twelve month basis. The monthly payment limit, while disabled, shall be a maximum of 66 2/3% of his current monthly wage.
  - f. The Administrator shall be entitled to sick leave of 9 days (12 days FTE) annually accumulating to not more than 120 days. The Administrator shall be entitled to personal leave of 2 days (3 days FTE). Accumulated leave days shall be paid upon discontinuation of employment at a rate of \$60.00 per day not to exceed 120 days after a

minimum of 4 continuous years of service in the Onekama Consolidated School District. Such payment for eligible accumulated leave days shall not be made should the Administrator be discharged pursuant to paragraph 3 above.

- g. The Administrator shall receive a tax-deferred annuity in the amount of \$2,750.00 for the 2016-17 contract year.
- h. The Administrator shall receive a retirement incentive if they satisfy all of the following requirements:
  - 1. The Administrator must be employed with the school district on the last work day prior to his/her retirement.
  - 2. The administrator must submit a written resignation to the Board of Education no later than March 1 preceding retirement unless approval for later application is given.
  - 3. Retirement may only be exercised at the end of the second semester of the school year.
  - 4. The Administrator must be eligible, make application and be accepted to receive retirement benefits from the Michigan Public School Employees Retirement System (MPSERS). Upon request, the retiring administrator shall furnish verification to the school district that he/she will receive MPSERS benefits immediately following his/her retirement.
- i. An Administrator who satisfies the requirements for the retirement incentive shall be eligible for the following benefit:

Payment of \$400.00 per month for 60 months (5 years) beginning with the first pay period in July following the Administrators retirement. This payment will be made to a 403(b).

Additional provision:

The Board of Education reserves the option of making a lump sum payment of the balance due to the Administrator.

- j. It is understood that insurance benefits referenced above in Sections a., b., c., and e. are subject in all respects to the rules and regulations of the various insurance plans and policies obtained and provided by the School District, including availability.
12. The Administrator shall attend appropriate local and state professional meetings. Attendance at national meetings shall be approved by the Board of Education. The Administrator shall be reimbursed for reasonable and necessary receipted expenses subject to Board review and approval.
13. The Administrator shall be entitled to fifteen (15) days of vacation leave (20 days FTE) during each contract year, and shall advise the Board in advance of vacation in excess of one (1) week. No other vacation is granted. The Administrator shall be paid at the rate of \$100.00 per day for up to five (5) unused annual vacation leave days. Any remaining unused annual vacation leave days may not be accumulated and may not be carried from one year to another.
14. The Board of Education, at the request of the Administrator, and when in accordance with state statutes, shall withhold and transfer an amount of salary annually, semi-annually or monthly, said amount to be determined by the Administrator, permitting the Administrator to participate, if he so desires, in a tax-deferred annuity program of his choosing.
15. The Board of Education may defend, hold harmless, and indemnify the Administrator while carrying out his responsibilities for the district as permitted by PA 170 of 1964. However, under no circumstances shall district funds be used by or on behalf of the Administrator in any legal action brought by the Administrator against the Board of Education.
16. The Administrator will receive 10 paid holidays per year.

17. The Administrator will receive a \$1,000.00 computer equipment allowance for each year of the contract.
18. If the Superintendent is needed to work more than the contracted 195 days, then pay will be prorated to a per day rate based on the annual salary divided by 195 days. The Board will be informed of the Superintendents schedule on a monthly basis.
19. Merit pay will be paid using the Merit Pay Model for Administration.

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Kevin P. Hughes  
Superintendent of Schools

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Sally Koon, President  
Board of Education

Dated this 14<sup>th</sup> day of March, 2016