

Superintendent's Employment Contract Between

**Donald Killingbeck**  
And the Board of Education  
Of the Hemlock School District

THIS CONTRACT is entered into on the 1st day of July, 2016, between the Board of Education of the Hemlock School District, referred to as the "Board of Education," and Donald Killingbeck as Superintendent, referred to as "Superintendent," in this contract.

Because the Board of Education at a meeting held on the 9th day of May, 2016, approved the employment of the Superintendent as Superintendent in accordance with the terms and conditions of this contract, and the Superintendent desires to be employed by the Board of Education in accordance with the terms and conditions of this contract, the parties in consideration of the mutual promises contained in this contract, agree to the following:

1. TERM. This contract shall take effect on the first day of July 2016, and continue in force for five (5) years through the 30th day of June, 2021; subject to extension and termination as provided in Paragraphs 4 and 12.
2. DUTIES. The Superintendent represents that he meets all Michigan requirements and the qualifications established by the Board of Education for this administrative position. The Superintendent agrees to perform the duties of Superintendent in a competent and professional manner in compliance with the laws applicable to the school district and the bylaws, policies, and regulations adopted by the Board of Education.
3. EVALUATION. Annually, no later than the regularly scheduled Board of Education meeting in December of each year during the term of this contract; the Board of Education shall review with the Superintendent his performance as Superintendent in a process mutually agreed upon by both parties. The Superintendent shall remind the Board of Education of this responsibility in a timely manner.
4. EXTENSION: This Contract will be automatically extended for an additional year unless the Board passes a motion to not extend this Contract by April 1st of the last school year covered by this Contract. If such a motion is passed, the Administrator shall be provided with written notification of the motion by April 1st of the last school year covered by this Contract.
  - A. BOARD OPTION. 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.
  - B. Throughout the term of this Contract, the Superintendent shall be subject to discharge for good and just causes. The Administrator shall have the right to written charges, notice of hearing, and a fair hearing before the Board. No discharge shall be effective until written charges have been served upon him and he shall have an opportunity for a fair hearing before the Board after ten (10) days notice in writing.

**C. 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 Section 1229(1) of the Revised School Code.

**5. TENURE EXCLUSION.** This contract does not confer tenure upon the Superintendent in the position of Superintendent or any other administrative position in the district.

**6. COMPENSATION.** The Board of Education shall pay to the Superintendent an annual salary of 95,000 dollars, subject to the EVALUATION clause in paragraph 3. The Board agrees to pay the Superintendent for his services during each year of said contract in twenty-six (26) equal payments. The Board of Education retains the right to adjust the salary during the continuation of this contract, but an adjustment shall not reduce the annual salary below the figures specified in this paragraph.

The annual salary shall be subject to the same wage increase/concessionary measures as similarly provided to the professional teaching staff.

- When the audited fund balance is above 7.5% the Superintendent shall receive a 1.5% increase to the base salary and become the new base for the following contractual year starting July 1<sup>st</sup>.
- When the audited fund balance is above 12% the Superintendent shall receive a 3% increase to the base salary and become the new base for the following contractual year starting July 1<sup>st</sup>.
- Increases to the base require the district to maintain or increase student achievement as documented in the Superintendent's most recent evaluation.
- When the audited fund balance is below 4.5% and concessionary measures are required for the professional teaching staff and administrators. The Superintendent will be subject to the same dollar amount/percentage concessionary measures as determined by the Board President, HFT President, and the Superintendent that will be put into effect with the professional teaching staff and administrators.

The Superintendent will have \$5,000 placed in a tax-deferred annuity program of his choosing under the same terms as per Section 9-E of this contract.

**7. OTHER COMPENSATION.**

The following remuneration is in addition to the salary specified in Section 6.COMPENSATION.

- A. The Board of Education shall pay reasonable actual and necessary business expenses for the Superintendent, given proper documentation and receipts.
- B. The Superintendent shall receive an automobile allowance of \$300 per month, for the duration of this contract for local travel. Travel outside the school district will be reimbursed at the IRS approved rate.

**8. INSURANCE BENEFITS.** During the term of this contract, except for life insurance, the Superintendent shall, at minimum, receive the insurance benefits provided by the school district to full-time teachers as represented by the American Federation of Teachers.

**9. OTHER BENEFITS.**

A. **VACATION.** The Superintendent shall provide 260 working days per Contract Year, less holidays and vacation days as herein provided. Holidays include:

New Years	Good Friday	Memorial Day
4 <sup>th</sup> of July	Friday Before Labor Day	Labor Day
Thanksgiving	Day After Thanksgiving	Christmas Eve
Christmas	New Years Eve	

The Superintendent is excused from duty during the Christmas and Spring break periods as reflected in the District calendar but will remain on call via phone/computer as needed.

The Superintendent shall be entitled to twenty (20) vacation days per year with an additional vacation day for each year for the duration of this contract accumulating to a total of twenty-five (25) vacation days per year (i.e. 21 vacation days for the 2016-17 contract year and adding one additional vacation day per year). A maximum of 10 unused vacation days can be carried over to the next year.

The Superintendent may elect to work offsite/mobile as needed or deemed necessary.

B. **SICK DAYS.** The Superintendent should be granted twelve (12) days sick leave per year, and can accumulate up to 50 days of sick leave. Sick days beyond 50 will be compensated annually at half the daily rate on the first pay period after July 1<sup>st</sup>.

C. **LIFE INSURANCE.** The Superintendent shall be provided with a term life insurance policy, equal to two and one-half times the rate of annual salary listed in the Addendum to this Contract for the term of employment. The Superintendent shall have the sole right to designate beneficiary or beneficiaries of said policy.

D: **DEATH BENEFITS.** In the event of the Superintendent's death, and/or long-term disability, during the term of employment provided herein, the Board of Education shall pay to the beneficiary or beneficiaries designated by him, or to heirs at law if no beneficiary or beneficiaries are so designated, in writing, all transferable fringe benefits for a period of six (6) months. Such benefits shall include, but not be limited to the payment of accumulated sick days and unused vacation time at the daily rate. The daily rate shall be calculated dividing the annual salary by 230 workdays. The Board's obligation to pay salary shall terminate effective the date of death or, in the event of disability, the date sick leave is exhausted.

E: **TAX SHELTERED ANNUITY.** The Board of Education at the request of the Superintendent and in accordance with State Law shall withhold and transfer an amount of salary annually, semi-annually, monthly, or per pay period with said amount to be designated by the Superintendent which shall permit the Superintendent to participate, if he so desires, in a tax deferred annuity program of his choice.

**F: RETIREMENT**

Upon the Superintendent's resignation or retirement, he shall be paid for all unused vacation days up to 30 days, at the daily rate, OR all unused vacation days can be compensated annually on the first pay period after July 1<sup>st</sup>. The daily rate shall be calculated dividing the annual salary by 230 workdays.

G: The board agrees to pay for up to six graduate courses (18 credits) or other similar professional development opportunity (of similar expense) that apply to the Administrator's responsibilities to not exceed ten thousand dollars annually.

**10. HOLD-HARMLESS AND INDEMNITY.** In light of the unique nature of the professional duties of the Superintendent, the Board shall purchase insurance coverage for the Superintendent related to his employment by Board designed to provide Superintendent with protection from liability related to Superintendent's employment. The defense and indemnity to which the Superintendent is entitled shall be solely dependent upon the terms of the insurance policy. The Board's obligations shall be limited to the payment of the insurance premiums.

**11. PROFESSIONAL DUES.** Upon Board approval, the Board of Education shall pay 100 percent of the Superintendent's membership charges to organizations in which the Superintendent believes membership is necessary to maintain and improve his professional skills, as permitted by state law and as approved by the BOARD in the annual budget.

**12. TERMINATION.** If, at any time, the Superintendent fails to maintain the credentials and qualifications for the position of Superintendent as required by this contract or fails to satisfy the continuing education requirements in Sections 1246 and 1536 of the Revised School Code, the contract shall automatically terminate.

The Superintendent shall be subject to discharge during the term covered by this contract for good and just cause. No discharge shall be effective until written charges have been served upon him and he shall have an opportunity for a fair hearing before the Board of Education after ten (10) days notice in writing. Said hearing shall be public or private at the option of the Superintendent. The Superintendent may have legal counsel at the hearing at his own expense.

If the Superintendent is unable to perform the essential functions of his position due to the physical or emotional disability for 180 calendar days, the Board of Education may terminate this contract.


**13. SEVERABILITY.** If any provision of this contract is ruled illegal or unenforceable by a court of competent jurisdiction, the remainder of the contract not affected by the ruling shall remain valid and in effect.

14. DISPUTE RESOLUTION. In the event of a dispute between the parties relating to any provision of this Agreement, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this Agreement, the parties hereby agree to submit such to binding arbitration. Such arbitration shall be conducted under the rules of, and administered by, the American Arbitration Association. The arbitrator's fee and the expense of the American Arbitration Association shall be shared equally by the parties. All parties are entitled to have representation of their own designation; however each party shall be responsible for the costs of such respective representation.

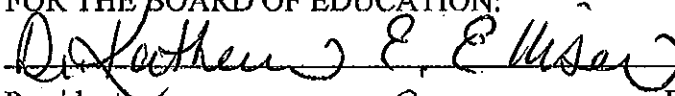
15. GOVERNING LAW. This contract is governed by and shall be interpreted in accord with the law of the State of Michigan.

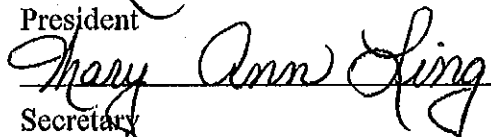
We, the parties to this Superintendent's Employment Contract, sign our names and execute this contract as of the day and year written in the opening paragraph.

BY THE SUPERINTENDENT:

 \_\_\_\_\_ 5-9-16  
DATE

FOR THE BOARD OF EDUCATION:

 \_\_\_\_\_ 5-9-16  
President DATE

 \_\_\_\_\_ 5-9-16  
Secretary DATE

**DESIGNATION OF BENEFICIARY**

In accordance with paragraph 9C of the agreement for the Superintendent and until revoked or changed by me I hereby designate Rebekah M. Killungbeck of as my beneficiary for the benefits referred to in Paragraph 8 of my Agreement with the Board of Education.

Donald R. Killungbeck  
Name

5-9-16  
Date