

**Unionville-Sebewaing Area Schools  
Superintendent Employment Contract**

Pursuant to Section 1229(1) of the Revised School Code and in accordance with the action found in the February 10, 2025 meeting minutes of the **Board of Education** ("Board") of the **Unionville-Sebewaing Area Schools** ("District"), the Board employs **Josh Hahn** ("Superintendent") as its Superintendent of Schools according to the terms and conditions of this Contract as specifically described below, effective July 1, 2025.

1. **Term.** The Superintendent's contract term is for three (3) years beginning on July 1, 2025, and ending on June 30, 2028.

2. **Contract Extension.** Unless the Board gives written notice of non-extension to the Superintendent by April 1 of each Contract year, this Agreement, without further Board action, will continue for an additional Contract year.

3. **Certification/Qualifications.** The Superintendent represents that he possesses and will maintain the requisite certification, credentials, and qualifications for the position assigned as required by law and by the Board. This Contract is terminable if it is determined by the Board, the Michigan Department of Education, or other proper authority that the Superintendent does not possess the requisite certification, credentials, or qualifications to perform the responsibilities associated with his position.

4. **Duties.** The Superintendent will faithfully and diligently perform the duties of Superintendent as required by law and as prescribed by the Board through its policies, regulations, and directives. The Superintendent will devote his professional skills and energy toward the performance of his duties under this Agreement and as may be established or modified by the Board.

5. **Compensation.** The Superintendent shall receive compensation for the performance of duties under this Agreement at an annual base salary as outlined below:

2025-26	\$129,150
2026-27	\$132,379
2027-28	\$135,688

This compensation will be pro-rated if the Superintendent does not work a full Contract year.

- A. The Superintendent's annual salary shall be paid in twenty-six (26) substantially equal bi-weekly installments (unless otherwise agreed by the parties), beginning with the commencement of the Contract year (July 1 - June 30) and pro-rated as appropriate.
- B. Payroll deductions may be made as required by law or as authorized by the Superintendent.
- C. The Superintendent's per diem rate is calculated by dividing by 260 the annual base salary only (excluding from this formula any additional pay or benefits).
- D. Any compensation adjustment made during the term of this Contract shall comply with the process in Paragraph 30.B.

6. **Longevity Pay.** For each year of service as Superintendent to the District, the Superintendent will receive longevity pay equal to a minimum of three percent (3%) of their annual base salary. This percentage is applied to the base salary for that year and does not accumulate or compound. This longevity

pay will be paid annually and no later than June 30 of each Contract year, in a lump sum and separate from the Superintendent's base salary.

7. **Annuity.** The District will contribute to the Superintendent's tax-deferred annuity program (as directed by the Superintendent), an amount equal to six percent (6%) of the Superintendent's annual base salary under paragraph 5. This contribution will be made in pro-rated monthly payments. The Board will ensure the timely and accurate distribution of this annuity contribution.

8. **Retirement Contribution.** Pursuant to the Michigan Public School Employees' Retirement Act, the Board will, on the Superintendent's behalf, contribute to the Michigan Public School Employees' Retirement System (MPERS), those amounts (exclusive of MIP contributions) as required by law. If the Michigan Office of Retirement Services (ORS) reimburses the District or Superintendent for contributions made from reportable compensation in this Contract or any previous employment contract between the District and Josh Hahn, the reimbursed amounts (employer or employee) will be paid to the Superintendent through a 403(b)/401(a) plan with no cash option.

9. **Professional Dues.** The District shall pay up to \$2,000 per contract year for the Superintendent's professional dues for membership.

10. **Professional Development.** The Superintendent may attend appropriate professional meetings, conferences, or workshops at the local and state levels, as well as training related to professional development and certification. The District will pay the Superintendent's reasonable expenses related to that attendance including registration fees, tuition, travel, lodging, and meal expenses in accordance with Board policy.

11. **Reimbursed Expenses.** The District shall reimburse the Superintendent for all necessary and reasonable expenses incurred from the performance of his duties as Superintendent, including travel, meals, and lodging in accordance with the District's per diem expense and reimbursement procedures.

12. **Insurance Programs.** Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder, or third-party administrator the Board shall make premium payments on behalf of the Superintendent and his eligible dependents for the following listed group insurance plans identical to those available to other full-time District professional administrative staff for:

- Medical health care benefit plan
- Dental insurance
- Vision insurance
- Long-term disability insurance

The Board has the right to allocate to the Superintendent the responsibility for a portion of the benefit plan costs for the insurance coverage specified above, as may be determined by the Board, in its discretion. The Board's contribution for the medical benefit plan shall not be less than the statutory amount determined by the Board to be necessary to comply with the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. Any adjustment will be applied at the beginning of the medical health care benefit plan coverage year which starts on January 1 of each calendar year. The Board will notify the Superintendent of the amount for which he is responsible over the Board-paid benefit plan cost contributions. The amount of benefit plan cost contributions designated by the Board as the Superintendent's responsibility shall be payroll-deducted from the Superintendent's wages.

Alternatively, the Superintendent may elect to take cash-in-lieu of medical insurance benefits in an amount of \$300 per month on the conditions that the Superintendent: (1) voluntarily and in writing opts out of the available medical health care benefit plan; and (2) provides documentation to the District's Business Office that the Superintendent has other medical health care coverage that meets the minimum value and coverage requirements of the Affordable Care Act.

13. **Term Life Insurance.** The Board will pay the premium for the Superintendent's term life insurance in the amount of \$300,000.

14. **Insurance Contracts.** The Board reserves the right to change the identity of the insurance carrier, policyholder, or third-party administrator for any of the coverage for the plans and programs identified in Paragraph 12, provided that comparable coverage (as determined by the Board) is maintained during the Contract term.

- A. The Board is not required to remit premiums for any insurance coverage for the Superintendent and his eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder, or third-party administrator.
- B. The terms of any contract or policy issued by any insurance company or third-party administrator shall control benefits, eligibility, coverage, termination of coverage, and other related matters.
- C. The Superintendent is responsible for ensuring that all forms and documents needed to receive the above-described insurance coverage are accurately completed and timely submitted.
- D. The Board, by remitting the premium payments required to provide the above insurance coverage(s), is relieved from all liability as to insurance benefits.

15. **Errors and Omission Insurance.** The Board will pay the premium amount for errors and omissions insurance coverage which includes the Superintendent while engaged in the performance of a governmental function and while acting within the scope of his authority.

- A. The terms of the errors and omissions insurance policy shall control the Superintendent's defense and indemnity. The Board's sole obligation is limited to the payment of premium amounts for the above errors and omissions coverage.
- B. If insurance coverage cannot be purchased in the above amount or at a reasonable premium rate, the Board will promptly notify the Superintendent of that fact and the parties will promptly meet and confer to reach a mutually agreeable solution to address that situation. In that event, the Board agrees on a case-by-case basis to consider providing legal defense or indemnification to the Superintendent as authorized by MCL 691.1408 and MCL 380.11a(3)(d).

16. **Holidays.** Consistent with the District's calendar, the Superintendent is entitled to the following paid holidays for which no services to the District are required:

- New Year's Day
- Memorial Day

- Independence Day
- Labor Day
- Thanksgiving
- Day After Thanksgiving
- Christmas Eve Day
- Christmas Day

17. **Personal Time Off.** The Superintendent will receive fifteen (15) days of paid personal time off (PTO) leave per Contract year. PTO may be used for absence due to personal/family illness or personal business. Unused PTO days may accumulate up to 90 days.

18. **Bereavement Leave.** The Superintendent may use a paid bereavement leave of absence of up to three (3) days per Contract year related to the death of the Superintendent's spouse, child, parent, grandparent, grandchild, or sibling, as well as for the same relatives for the Superintendent's spouse. As needed, the Superintendent may use vacation or personal leave days for additional bereavement-related leave.

19. **Vacation.** The Superintendent's employment is based on fifty-two (52) weeks of work per Contract year (July 1 - June 30), as scheduled by the Board. The Superintendent shall receive paid vacation time of twenty-five (25) workdays per Contract Year, in addition to the District-recognized holidays identified in this Contract. The Superintendent shall schedule vacation day use in a manner to minimize interference with the District's business and orderly operation. All vacation scheduling is subject to the Board President's approval.

20. **No Compensation for Unused Leave/Vacation.** Upon termination of this Agreement, the Superintendent is not entitled to any compensation for unused sick leave, bereavement leave, personnel business leave, or vacation.

21. **Disability Leave.** In the event of the Superintendent's mental or physical inability to perform the duties of his assignment, he shall be granted an initial paid leave of ninety (90) workdays for the purpose of recovery. The Superintendent shall first exhaust any accumulated sick leave before triggering this paid disability leave. As a condition of receiving this paid disability leave, the Superintendent shall furnish medical certification to the Board (or its designee) as to the leave's necessity.

- A. If the Board (or designee) has reason to doubt the validity of the medical certification supplied by the Superintendent, it may require a second opinion, at Board expense.
- B. The Superintendent may request a ninety (90) workday unpaid leave extension due to his physical or mental inability to return to work at the expiration of the initial leave interval, as described above, if there is a verified prognosis that the Superintendent will be able to resume his duties at the end of the extended leave. Medical certification must be supplied by the Superintendent as a condition for any leave extension. Any leave extension for this purpose is at the Board's discretion.
- C. If the Superintendent is unable to or does not resume work at the conclusion of a disability leave (or any leave extension), his employment and this Contract may be terminated at the Board's option. However, no such termination shall occur when post-leave restoration is required by the Family and Medical Leave Act.

- D. Before any resumption of duty after an unpaid leave for a serious health condition, the Superintendent shall provide to the Board a fitness for duty certification from the 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.

**22. Medical Examination.** The Superintendent will have a comprehensive medical examination each Contract year. The examining physician shall provide the Board President with a statement as to whether the Superintendent can perform the essential job functions required by the assignment, with or without reasonable accommodation. Further, the Superintendent shall submit to such medical examinations (including drug or alcohol tests), 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, or as may be directed by the Board to determine the Superintendent's ability to perform the essential job functions required by that assignment, with or without reasonable job accommodation(s).

- A. Upon the Board's request, the Superintendent shall authorize the release of medical information necessary to determine if the Superintendent is able to perform the essential job functions required by the assignment, with or without reasonable job accommodation(s).
- B. Any medical or psychological examination or disclosure of such information required of the Superintendent by the Board must be job-related and consistent with business necessity.
- C. Any medical or psychological examination shall be at Board expense and shall be conducted by appropriate medical personnel of the Board's choice.
- D. Information obtained from any medical or psychological examination or inquiry is confidential. The Superintendent may receive the results of Board-ordered tests and examinations upon written request.

**23. No Tenure in Position.** In accordance with applicable law, the Superintendent is not granted continuing tenure in the position of Superintendent or in any other administrative capacity by virtue of this Contract or any employment assignment within the District other than as a classroom teacher.

**24. Performance Evaluation.** The Superintendent's job performance shall be evaluated by the Board in compliance with Revised School Code Section 1249b or its successor provision. See MCL 380.1249b.

- A. The Superintendent shall annually and in a timely manner provide written notice to the Board of its responsibility to evaluate his performance.
- B. Within fifteen (15) calendar days after Board action on the Superintendent's evaluation rating, the Superintendent may appeal a rating of needing support. The written appeal must be delivered to the Board President and must identify the specific reason(s) for the appeal as well as the remedy sought. No later than fifteen (15) calendar days after the Board President's receipt of the appeal, a meeting shall be scheduled for the Board to review the Superintendent's appeal. As permitted by the Open Meetings Act, the appeal review may be conducted in closed session at the Superintendent's request. The Board's decision is final and is not subject to arbitration.

25. **Nonrenewal.** The Board's decision not to continue or renew the Superintendent's employment for any subsequent period in any capacity (other than as a classroom teacher as may be required by the Michigan Teachers' Tenure Act) is not a breach of this Contract or a discharge or demotion under the Michigan Teachers' Tenure Act.

26. **Termination.** The Board is entitled to terminate the Superintendent's employment at any time during the term of this Contract when it determines that the Superintendent has engaged in an act of moral turpitude, misconduct, dishonesty, fraud, insubordination, or incompetency, or if the Superintendent materially breaches this Contract or for any reason that is not arbitrary or capricious.

- A. The foregoing standard for Contract termination during its term does not apply to Contract nonrenewal at the expiration of its term, which decision is discretionary with the Board and is governed by Revised School Code Section 1229, MCL 380.1229.
- B. If the Board undertakes to terminate the Superintendent during the Contract term, the Superintendent is entitled to a hearing before the Board, which shall be scheduled no sooner than ten (10) calendar days after providing the Superintendent with written notice of the charges. This timeline may be waived if mutually agreed by the parties.
- C. The Superintendent may be represented by legal counsel at this hearing, but at his expense.
- D. If the Board terminates the Superintendent's employment during the Contract term, this Contract shall automatically terminate and the Board will have no further contractual obligation to the Superintendent.

27. **Contract Termination by Superintendent.** This Contract may be terminated by the Superintendent upon written notice to the Board at least one hundred twenty (120) calendar days before the termination date specified in the Superintendent's written notice. The Board, in its sole discretion, may waive part or all of this one hundred twenty (120) day notice requirement.

28. **Arbitration.** If an unreconciled dispute relating to the Superintendent's termination arises during the term of this Contract, the parties agree to submit the dispute to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association (AAA), except as expressly stated below. This arbitration shall also comply with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.

- A. The parties intend that this dispute resolution process includes all contract and statutory claims advanced by the Superintendent arising from his termination during the term of this Contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. Accordingly, the Superintendent waives the right to adjudicate those claims in a judicial forum and instead opts to arbitrate those claims.
- B. This agreement to arbitrate means that the Superintendent waives his right to adjudicate discrimination claims in a judicial forum and instead opts to arbitrate those claims. In any arbitration proceeding, the Superintendent has the right to representation by counsel of his choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery, and the right to a fair hearing. The Superintendent, however, through this arbitration

agreement, does not waive any statutory rights or remedies in the context of the arbitration proceedings.

- C. Notwithstanding the fact that the AAA National Rules for the Resolution of Employment Disputes may have a different arrangement for payment of the arbitrator's fee and the AAA costs, the parties expressly state their intent that the arbitrator's fees and AAA costs shall be shared equally by the Board and the 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 twenty (120) days of the effective date of the Superintendent's termination during the term of this Contract.
- D. The arbitrator's Decision and Award shall be final and binding on the parties. Judgment thereon may be entered in the County Circuit Court.

**29. *Limitations Period.*** The Superintendent agrees that any claim or suit arising from his employment with the Board must be filed no later than six (6) months after the date of the employment action that is the subject of the claim or suit. The Superintendent understands that the statute of limitations for claims arising from an employment action may be longer than six (6) months but agrees to be bound by the six (6) month limitation period in this Contract and expressly waives any statute of limitations to the contrary. If a court of competent jurisdiction determines that this provision allows an unreasonably short time to commence a lawsuit, it is the parties' intent that the court will 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 commenced.

**30. *Entire Agreement.*** This Contract contains the entire agreement and understanding between the Board and the Superintendent about his employment with the District. Prior or concurrent representations, promises, contracts, or understandings (written or oral) not contained in this Contract have no effect.

- A. Any prior agreement (written or oral) pertaining to the terms of this Contract is cancelled and superseded by this Contract. Provided, however, that this Contract is voidable under the Revised School Code's provisions pertaining to criminal history and records checks.
- B. No change or modification of this Contract is valid or binding unless it is in writing, approved by official action of the Board as reflected in its minutes, and signed by the Superintendent and the Board President and Secretary.
- C. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provisions of this Contract at such time or at any other time.

**31. *Severability.*** If any provision of this Contract 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 that provision(s).

**32. *Applicable Law.*** This Contract shall be governed by and interpreted in accordance with the laws of the State of Michigan.

**33. *Captions.*** The Agreement's captions are for convenience only and do not explain, limit, or

amplify any provision of the Agreement.

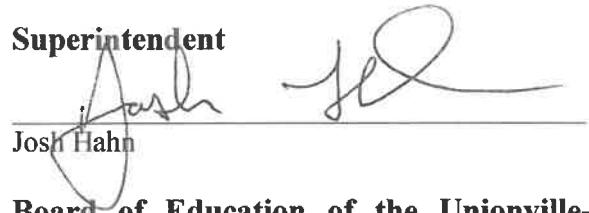
34. **Ambiguities.** The Board and Superintendent have fully considered all provisions of this Agreement. Any ambiguity shall not be construed against the drafter but shall be resolved in a fair manner without unequal prejudice to either party

35. **Authorization.** This Contract is executed on behalf of the District pursuant to the authority contained in the Board motion adopted on February 10, 2025, the same being incorporated by reference.

IN WITNESS WHEREOF, the parties have executed this Contract on the date(s) noted below.

February 10, 2025

**Superintendent**

  
\_\_\_\_\_  
Josh Hahn

February 10, 2025

**Board of Education of the Unionville-Sebewaing Area Schools**

  
\_\_\_\_\_  
Mark Zimmer, Its President

February 10, 2025

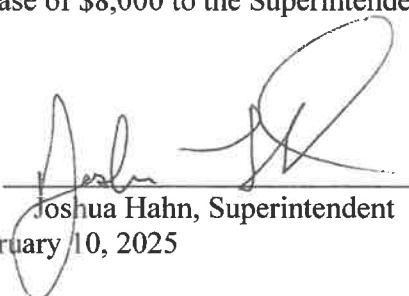
  
\_\_\_\_\_  
Kurt Ewald, Its Secretary




**Unionville-Sebewaing Area Schools  
Superintendent Employment Contract Addendum  
2024-2025 Contract Year**

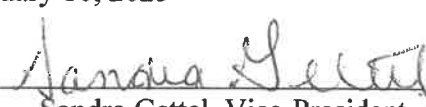
In accordance with the action found in the February 10, 2025 meeting minutes of the **Board of Education** ("Board") of the **Unionville-Sebewaing Area Schools** ("District"), the Board authorizes the following addendum to the Employment Contract of Superintendent **Josh Hahn** ("Superintendent").

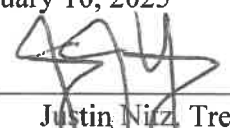
Consistent with Paragraph 16 of the Employment Contract between the Board and the Superintendent, any modification of the Contract must be formally approved by the Board and signed by the Superintendent and the Board. Effective February 10, 2025, the Board authorizes a wage increase of \$8,000 to the Superintendent's Contract.

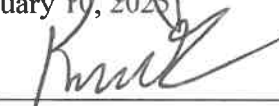
By:   
Joshua Hahn, Superintendent  
February 10, 2025


**Unionville-Sebewaing Area Schools Board of Education**

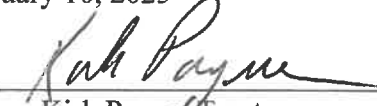
By:   
Mark Zimmer, President  
February 10, 2025

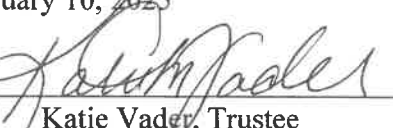
By:   
Sandra Gettel, Vice-President  
February 10, 2025

By:   
Justin Nitz, Treasurer  
February 10, 2025

By:   
Kurt Ewald, Secretary  
February 10, 2025

By:   
Brian Dyer, Trustee  
February 10, 2025

By:   
Kirk Payne, Trustee  
February 10, 2025

By:   
Katie Vader, Trustee  
February 10, 2025

