

Contract of Employment Superintendent of Schools

It is hereby mutually agreed by and between the Hartford Public Schools Board of Education hereinafter ("Board") and Andrew Hubbard (hereinafter "Superintendent") that, pursuant to Section 1229 of the Revised School Code of the State of Michigan, MCL 380.1229 (Public Act 289 of 1995), the Board has and does hereby employ Andrew Hubbard as its Superintendent of Schools from July 1, 2018 through June 30th 2020 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 Revised School Code of the State of Michigan, 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.
2. Superintendent represents that he possesses, holds, maintains, and will maintain all certificates, credentials and qualifications required by law to serve in the position of Superintendent of Schools. If, at any time, the Superintendent fails to maintain all certificates, credentials and qualifications for the position of Superintendent of Schools as required herein, this contract shall automatically terminate and the Board shall have no further obligations.
3. The superintendent agrees during the period of this contract to faithfully perform his duties and obligations in such capacities for the school district including, but not limited to, those duties required by the School Code. He will act as an advisor to the Board on matters pertaining to the school administration or the school district and he will inform the board as to administrative action taken on its behalf.
4. The Superintendent shall recommend, effect, or cause to be effected, the policies and programs of the Board of Education as may be adopted. He will faithfully and diligently fulfill all duties and obligations incumbent upon him as the executive head of the school system and school district. Further, the Superintendent pledges to use his best efforts to maintain and improve the quality of the operation of the school district and consistently promote efficiency in all areas of his responsibility. The Board recognizes that the Superintendent is expected to shoulder his share of professional responsibilities outside of the district on behalf of the educational community at large. This would in no way be construed as a conflict with his duties as Superintendent.
5. Superintendent shall be paid an annual salary of not less than One Hundred Sixteen Thousand Dollars (\$116,000) in consideration for his 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. Compensation for the 2019-2020 school year will be determined by the Board by July 1, 2019, but shall not be less than the 2018-2019 compensation. The Superintendent shall annually receive a \$4500 board paid annuity. The potential to earn Merit Pay will be based on the Superintendent's evaluation. If the Superintendent's evaluation rating is effective or highly effective, the Superintendent will receive a one time payment of \$500.
6. The Board hereby retains the right to adjust the salary of the Superintendent during the term of this contract and that any such salary adjustment shall not reduce the annual salary below the minimum annual salary prescribed herein above. Any adjustment in salary made during the term of this contract shall be in the form of a written amendment and, when executed by the Superintendent and the Board, shall become a part of this contract.
7. Superintendent is employed for a period of fifty-two weeks of work per year, July 1 through June 30, as scheduled by the Board. Superintendent shall be granted vacation time of twenty-five (25) days per fiscal year, 5 of which may, at the discretion of the Superintendent, be credited as additional salary at his then existing per diem rate of pay. Superintendent shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the school district.

8. Superintendent's performance shall be evaluated by the Board annually and presented to the Superintendent in writing no later than December 31 in any given school year. As such evaluations are to be based in part on goals and objectives, said goals and objectives including student growth will be presented to the Superintendent in writing prior to the year of evaluation.
9. The Board shall be entitled to terminate this contract during its term in the event of the Superintendent's inability to perform this positions responsibility for a period one hundred (100) days in a school year due to mental or physical disability provided, however, that if the Superintendent is eligible for and receiving leave time pursuant to the Family and Medical Leave Act ("FMLA"), then and in such event the Superintendent's termination shall not occur prior to the Superintendent's exhaustion of any remaining leave time to which he/she is entitled under the FMLA. Paid sick leave shall run concurrent with FMLA.
10. The Board shall be entitled to terminate the Superintendent's employment at any time during the term of this contract for reasons that are not arbitrary or capricious. 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. Said hearing shall be public or private at the option of the Superintendent. At such hearing, he may have legal counsel at his own expense.
11. 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 of Education. Nonrenewal shall be as prescribed under Section 1229 of the Revised School Code. MCL 380.1229.
12. In the event of any dispute between the parties including, but not limited to, nonrenewal or 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 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, nonrenewal or other alleged violations, 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 ninety (90) days of the effective date of Superintendent's discharge, nonrenewal or alleged violation. 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 County Circuit Court.
13. Superintendent agrees that he shall not be deemed to be granted continuing tenure in the position of Superintendent of Schools by virtue of this contract or any employment assignment of this school district. The Superintendent shall be deemed to have been granted continuing tenure as an active classroom teacher in accordance with the provisions of the Michigan Teacher Tenure Act.
14. Superintendent shall submit to such medical examinations, supply such information, and execute such documentation as may be required by any underwriters, policyholders, or third party administrators providing insurance programs specified under this contract. Additionally, the Board may request release of medical information necessary to determine if the Superintendent is capable of performing the duties required in his assignment. The Board may require the Superintendent to have a comprehensive medical examination as may be deemed necessary. If such an examination is required, a statement shall be filed with the Secretary of the Board

certifying to the physical fitness and mental capacity of the Superintendent to perform his duties. Medical information provided under this agreement shall be treated as confidential by the Board. Should the Board exercise its prerogative to this provision, the cost of services for said examination shall be borne by the school district.

15. The Board shall provide the Superintendent and his eligible dependents the following insurance as determined by the Board:
 - Health Insurance (The board will pay the hard cap limit for health insurance to be determined annually.
 - Long-Term Disability 70% of the monthly salary with a sixty-day calendar waiting period.
 - Dental Insurance – Delta Dental (80-80-80-\$1000)
 - Term Life Insurance (\$200,000)
 - Vision Insurance (VSP-3)
 - The Superintendent may elect to take cash, in lieu of major medical health benefits as a participant in the District's section 125 Cafeteria plan equal to hard cap of the family subscriber rate. The funds will be set aside in a tax sheltered annuity or additional salary.

16. The Superintendent has the option of having a percentage or fixed dollar amount of his salary paid in a tax sheltered annuity up to the IRS limit with choice made once at the beginning of each year. Such payments shall be made by the board on a monthly basis.

17. The Board reserves the right to change the identity of the insurance carrier, policyholder, or third party administrator for any of the above coverage provided that comparable coverage is maintained during the term of this contract. The terms of any contracts or policies issued by any insurance company or third party administrators shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of completion of all forms and documents needed to receive the above described insurance coverage. The School District, by payment of the premium required to provide the above described insurance coverage, shall be relieved from all liability with respect to insurance benefits.

18. The Superintendent is entitled to the following holidays for which no services to the School District are required:

New Years Eve Day	New Years Day
Good Friday	Memorial Day
July 4	
Friday Before Labor Day	Labor Day
Thanksgiving Day	Day after Thanksgiving Day
Christmas Eve Day	Christmas Day

20. Superintendent shall be awarded 11 days sick leave each contract year, with a maximum accumulation of 100 days. Three (3) additional days shall be granted annually that the administrator may use to conduct personal business. Unused personal business days will automatically be converted to sick days on June 30 of each year. The Superintendent shall be awarded up to five (5) days of bereavement leave per year not to be deducted from sick leave. These days shall be noncumulative. He shall annually be paid for accumulated sick days in excess of 90 at 50% of his per diem rate. Upon retirement or severance from the district, Superintendent, or his survivors, shall be reimbursed for unused sick days at 50% of the per diem rate in effect at time of termination of service up to a maximum of 100 days.

21. Superintendent shall be eligible to be reimbursed for travel, meals and lodging in accordance with per diem expense and reimbursement procedures established by the Board. Any expenses to be incurred by Superintendent for out-of-district travel shall be submitted for review and

approval by the Board. Superintendent shall be required to present an itemized account of reasonable and necessary expenses in accordance with direction of the Board. Local mileage shall be reimbursed at the IRS rate minus \$.01.

22. The Board shall pay the dues of the Superintendent for membership in the American Association of School Administrators, Michigan Association of School Administrators, the Association for Supervision and Curriculum Development, as well as other appropriate affiliations as approved.
23. The Superintendent shall establish and maintain his/her family residence within a twenty (20) mile radius of the Hartford Public School District for the duration of the agreement.
24. The Board agrees to provide the Superintendent with a cell phone to use for School District business. This cell phone may be used by the Superintendent for personal matters within reason.
25. The Board shall reimburse tuition and fees for the Superintendent to attend graduate level college course work at an accredited University for up to 6 graduate credit hours in any one year, upon completion with a grade of "B" or above. The classes must be of benefit to the District.
26. The Superintendent may attend appropriate professional meetings at the local and state levels. The Superintendent shall be allowed to attend one national level professional conference per contract year subject to Board approval.
27. This contract of employment contains the entire agreement and understanding by and between the Board and Superintendent with respect to the employment of the 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 employment of the Superintendent by the Board, are hereby terminated and shall hereafter be of no force or effect whatsoever. No waiver of any provisions of this contract shall be valid unless it is in writing and signed by the 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.
28. If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this agreement shall continue in full force and effect without said provisions; provided, however, that no such severability shall be effective if it materially changes the economic benefit of this agreement to any party.
29. This employment contract shall be for an initial two (2) year term and shall commence on July 1, 2018 and expire on June 30, 2020. The Superintendent shall receive an annual evaluation by December 31st. If the Superintendent is rated as highly effective or effective, the terms of this employment contract shall be extended for an additional year.
30. This agreement is executed on behalf of the School District pursuant to the authority granted under the laws of the State of Michigan.

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

6/1/18

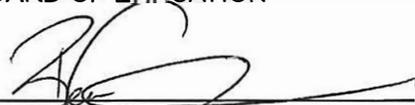
Date



Andrew Hubbard, Superintendent

HARTFORD PUBLIC SCHOOLS
BOARD OF EDUCATION

Date



Ben Chambers, President

Date



Jason Meachum, Secretary

Addendum #1 - 1/21/19

A Contract of Employment was mutually agreed by and between the Hartford Public Schools Board of Education (thereinafter "Board") and Andrew Hubbard (hereinafter "Superintendent") from July 1, 2018 through June 30th 2020 (hereinafter referred to as "original stated contract").

WHEREAS, the parties wish to modify the terms of the original stated contract:

Section 29 *This employment contract shall be for an initial two (2) year term and shall commence on July 1, 2018 and expire on June 30, 2020. The Superintendent shall receive an annual evaluation by December 31st. If the Superintendent is rated as highly effective or effective, the terms of this employment contract shall be extended for an additional year.*

Section 5 *Superintendent shall be paid an annual salary of not less than One Hundred Sixteen Thousand Dollars (\$116,000) in consideration for his 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. Compensation for the 2019-2020 school year will be determined by the Board by July 1, 2019, but shall not be less than the 2018-2019 compensation. The Superintendent shall annually receive a \$4500 board paid annuity. The potential to earn Merit Pay will be based on the Superintendent's evaluation. If the Superintendent's evaluation rating is effective or highly effective, the Superintendent will receive a one time payment of \$500.*

NOW THEREFORE, in consideration of the mutual promises herein, the parties, intending to be legally bound, hereby agree that the following constitutes additional terms and conditions of the stated contract.

1. Modification Item 1:
 - a. The contract will expire on June 30th, 2021.
2. Modification Item 2:
 - a. **Section 5** Superintendent shall be paid an annual salary for the 2019-2020 school year of not less than One Hundred Seventeen Thousand, One Hundred Sixty Dollars (\$117,160) in consideration for his 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. Compensation for the 2020-2021 school year will be determined by the Board by July 1, 2020, but shall not be less than the 2019-2020 compensation. The

Superintendent shall annually receive a \$4545 board paid annuity. The potential to earn Merit Pay will be based on the Superintendent's evaluation. If the Superintendent's evaluation rating is effective or highly effective, the Superintendent will receive a one time payment of \$500.

3. The parties reaffirm no other terms or conditions of the above mentioned original contract not hereby otherwise modified or amended shall be negated or changed as a result of this here stated addendum.

4-15-19
Date


Andrew Hubbard, Superintendent

4-15-19
Date

HARTFORD PUBLIC SCHOOLS
BOARD OF EDUCATION

Ben Chambers, President

4-15-19
Date


Jason Meachum, Secretary