

Contract of Employment
Superintendent of Schools
Dexter Community Schools

It is hereby agreed by and between the Board of Education of the Dexter Community Schools (hereinafter "Board") and Christopher Timmis (hereinafter "Superintendent") that pursuant to Section 1229(1) of the Revised School Code of the State of Michigan, MCL 380.1229, the Board in accordance with its action found in the minutes of its meeting held on the 20th day of May 2024, agrees to employ Christopher Timmis for the term commencing July 1, 2024 to and including June 30, 2027, according to the terms and conditions as described and set forth herein as follows (the "Contract"):

1. Superintendent shall perform the duties of Superintendent of Dexter Community Schools ("District" or "School District") as prescribed by the Board and as may be established, modified and/or amended from time to time by the Board, Superintendent acknowledges the ultimate authority of the Board with respect to his responsibilities and directions related hereto.
2. Superintendent 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, Superintendent agrees, as a condition of his continued employment, to meet all continuing education requirements for the position assigned, as are and may be required by law and/or by the State Board of Education. If, at any time, Superintendent fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position of Superintendent assigned as required herein, he shall bring this to the immediate attention of the Board and have a reasonable amount of time to meet requirements and/or qualifications.
3. Superintendent agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties assigned by the Board. Further, Superintendent 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 the Contract. Further, Superintendent pledges to use his best efforts to maintain and improve the quality of the operation of the School District and constantly promote efficiency in all areas of his responsibility.
4. The Superintendent shall be primarily responsible and accountable for evaluations of administrative staff and its organization. The Superintendent will serve as an ex-officio member of each committee established by the Board. The Superintendent shall have freedom to organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, which in his judgment best serves the District and in accordance with law, after consultation with the Board and/or other appropriate

individuals. Except as otherwise required by law, the responsibility for selection, placement, and transfer of personnel shall be vested in the Superintendent. The Board may, individually and collectively, promptly refer all criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendation.

5. COMPENSATION

- a. **Base Salary:** The Board agrees to pay the Superintendent for his services during each year of this Contract paid in twenty-four (24) equal installments or portion thereof for each school year, payable in accordance with the standard District payroll cycle. Base Salary shall be \$188,907 commencing on July 1, 2024.
- b. **Annual Increase:** Upon receiving an evaluation of "effective," the superintendent will receive an increase in the upcoming year's base salary based on the most recent year's posted normal salary increase (NSI) numbers set in the reporting instruction manual section 4.03.01: NSI for Superintendents 1110 under "average salary increase when payroll over \$20M," not to exceed the 2020 Fiscal Year Allowable NSI. In no case will the salary be lowered, unless mutually agreed upon by both parties, in writing.
- c. **Innovation and Collaboration:** The Superintendent shall receive Innovation and Collaboration pay in the amount of 8% of base pay for each fiscal year in recognition of innovative and collaborative work. This is remuneration for services.
- d. **Education Pay:** The Superintendent shall receive education pay of 8% of base pay for each fiscal year in recognition of his Doctoral Degree and paid in accordance with the other Administrators in the District. This is remuneration for services.
- e. **Annuity:** Superintendent shall receive a contribution in the amount of 12% of compensation to a 403(b)/401(a) of his choosing. The calculation for the annuity will be the percentage applied to the sum of base salary, education pay, and innovation/collaboration pay. Every year of this contract the contribution will increase by an additional 1% of compensation. The contribution will be a non-elective employer paid contribution with no cash option.
- f. **Longevity:** The Board shall also make an additional payment to the Superintendent in the amount of \$ 50,000 if he remains in the employ of the Board through and including June 30, 2025. If the Superintendent's employment is terminated by the Board without just cause preceding June 30, 2025, he shall also be entitled to a prorated payment based upon actual time served through and including the date of said termination. It is expressly understood by the Board and the Superintendent that he shall not be entitled to payment if he

should voluntarily terminate his employment with the Board preceding June 30, 2025, or be terminated for just cause.

- g. **MPSERS Reimbursement:** The Superintendent and School Board agree that all items under the compensation section of this contract are direct compensation for duties of the role as Superintendent and the District will pay all applicable MPSERS cost on these items. If at any time there is a reimbursement from the ORS for contributions made from wages in this contract, or reimbursements from the ORS not yet paid from previous contracts entered into between Dexter Community Schools and Dr. Christopher Timmis, they will all be paid back (employer and employee) to Dr. Christopher Timmis through a 403(b)/401(a) plan with no cash option given.
 - h. **MPSERS Dispute:** The employer agrees to pay for legal representation (Dexter Community Schools attorney firm – i.e., Miller Canfield, Thrun, etc) for the Superintendent, if needed, for the purpose of resolving disputes on Board paid compensation with the Michigan Public School Employees Retirement System. The maximum expenditure allowed is \$10,000.
6. **Evaluation:** The Board shall conduct a formal evaluation of the Superintendent in writing, during December of each year. The Board shall utilize either the MASB Superintendent Evaluation Tool or another tool agreed to, in writing, by the Board and Superintendent. Quarterly informal evaluations will be held in April, June, and September of each year to provide the Superintendent an opportunity to hear concerns of the Board in a timely manner with any shortcomings provided in writing with suggestions for improvement and an opportunity to improve.

The Superintendent shall be evaluated in accordance with the Revised School Code, Act 451 of 1976, as amended. The Superintendent may appeal the evaluation process and rating received to the Board of Education. The appeal must be submitted in writing to the Board President within 30 calendar days after the Superintendent is informed of the rating. Within 15 days after the appeal is submitted, the Board of Education shall provide the Superintendent with written notice that a hearing shall be scheduled, in closed or open session at the election of the Superintendent, to consider the appeal and for the Superintendent to present witnesses, information and evidence. The hearing shall be scheduled for a date mutually acceptable to the Board and Superintendent within 45 days after the appeal is submitted, unless extended by mutual agreement. The Superintendent may be represented by counsel at the hearing at their own expense. If the hearing does not resolve the matter, the Superintendent may request binding arbitration by filing a demand for arbitration with the American Arbitration Association within 30 calendar days after the hearing, or within 45 days after the appeal if no

hearing is held. The arbitration is subject to the Michigan Uniform Arbitration Act, MCL 691.1681, et seq., as amended. The arbitrator shall be selected through the procedures of the American Arbitration Association, Employment Arbitration Rules. The arbitrator shall have authority to issue any appropriate remedy, and the decision of the arbitrator shall be enforceable by any court of competent jurisdiction.

7. FRINGE BENEFITS

The Board agrees to provide the Superintendent the following fringe benefits:

- a. The Superintendent shall be provided with health benefits equivalent to the health benefits extended to the other Administrators in the District, including medical, cash in lieu of medical opt-out, dental, vision and long term disability coverage.

Upon application and acceptance for enrollment by the appropriate health insurance underwriter, policyholder and/or third party administrator, the Board shall make the maximum allowed premium payments on behalf of the Superintendent and his eligible dependents. The Board reserves the right to change the identity of the insurance carrier, policy, policyholder or third party administrator for any of the above coverage, provided that comparable coverage, as determined by the Board, is maintained during the term of the Agreement. The Board shall not be required to remit payments for any other related matters. Superintendent is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The Board, by remitting the payments required to provide the above-described health benefit coverage, shall be relieved from all liability with respect to health benefits.

- b. During the term of this Agreement and any extension thereof, the Board will pay the premium for term life Insurance for the Superintendent of two (2) times his annual base salary and accidental death and dismemberment coverage equal to two (2) times his annual base salary if the Superintendent is insurable at customary rates.
- c. The Superintendent shall receive thirty-five (35) paid leave days, exclusive of holidays, the countywide common calendar Winter Break and Spring Break, for each fiscal year for the purpose of vacation and personal leave. The Superintendent shall schedule use of paid leave days in a manner to minimize interference with the orderly operation and conduct of business of the School District.

In June of each fiscal year, the Superintendent may receive payment at his per diem rate for up to fifteen (15) unused leave days. The per diem rate shall be computed as the sum of base salary, innovation/collaboration pay, and education pay which is then divided by 260 days.

At the end of each fiscal year, up to fifteen (15) unused and not cashed-in leave days may be carried forward and may accumulate up to a maximum of ninety (90) days.

- d. Payment for accumulated leave days at the end of Superintendent's employment, other than for termination for good and just cause, shall be at one-third the per diem rate for each accumulated day. This payment shall be made on the same schedule as other departing employees. In the event the Superintendent dies, his beneficiary, as designated in writing, shall receive the amount for all unused personal leave days the Superintendent had accumulated at the time of his death.
- e. The Superintendent may use up to five (5) non-chargeable days to arrange for and/or attend the funeral of a family member.
- f. The Superintendent may use of up to twelve (12) non-chargeable sick days for his own illness. These sick days will not accrue annually.
- g. The Superintendent shall receive eleven (11) paid holidays to include: New Year's Day, President's Day, Martin Luther King, Jr Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve.
- h. Should the Superintendent need to take a medical leave due to the employee's own serious health condition, as defined under the provisions of Family & Medical Leave Act of 1993, the Superintendent may use up to forty-five (45) non-chargeable days, for such health condition, after exhausting any earned or accumulated leave days, until such time as the District's long term disability policy becomes effective.

Non-chargeable days cannot exceed ninety (90) days over the term of this contract, have no cash-in value at any time, nor may they be used for occasional sick days.

Health benefits will continue for the Superintendent on a Family and Medical Leave Act (FMLA), for up to twelve (12) weeks, in accordance with the Federal law. The Employee and/or his eligible dependents may continue the group health plan benefits in accordance with the Consolidate Omnibus Budget

Reconciliation Act (COBRA). Upon utilizing leave under this provision, the Superintendent 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 the Superintendent, it may require a second opinion, at Board expense. The Superintendent may request a ninety (90) 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. Medical certification shall be supplied by the Superintendent as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board and in accordance with federal and state laws.

If the Superintendent 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. However, no such termination shall occur where restoration after leave is required by the Family and Medical Leave Act or other federal or state law.

Prior to resumption of duty after utilizing leave under this provision, 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 in this context is precluded by the Family and Medical Leave Act or other federal or state law.

- i. The Superintendent may attend appropriate professional meetings and may participate in professional activities at the local, state, and national levels. The Superintendent may attend appropriate professional meetings at the national level and/or donor cultivation meetings after approval by the Board President. The Superintendent shall be reimbursed for his expenses in connection therewith and for any other reasonable out-of-pocket expenses incurred on behalf of the Board, including mileage for business meetings at the IRS rate.
- j. The fees or dues for membership in appropriate professional organizations shall be included as a budget line item and reviewed and approved during the normal Board budget approval process.
- k. The School District shall reimburse the Superintendent at the current rate per mile established by the Internal Revenue Service for use of his/her automobile in conducting business associated with serving as the Superintendent of the School District.

- I. The Board agrees to pay the premium amount for errors and omissions insurance coverage for the Superintendent while engaged in the performance of a governmental function and while the Superintendent is acting within the scope of his authority. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of the Superintendent. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions coverage. Superintendent 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, Superintendent shall authorize the release of medical information necessary to determine if Superintendent 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 Superintendent by the Board shall be job related and consistent with business necessity and done in accordance with federal and state law, including but not limited to the Genetic Information Nondiscrimination Act of 2008 ("GINA"). 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 in accordance with federal and state law.

8. Termination

- a. The Superintendent shall be subject to discharge for good and just cause. No discharge for good and just cause shall be effective until written charges have been served upon him and he has an opportunity for a hearing before the Board after ten (10) days' notice in writing. Said hearing shall be public or private at the option of the Superintendent and in accordance with state law. At such hearing, he may have legal counsel at his own expense.
- b. The Board may terminate this Contract at any time during its term for any reason that is not arbitrary and capricious. Upon termination under this clause, a severance payment will be paid to the Superintendent of an amount of money equivalent to one year's salary. For each year of service beyond year three (3), an amount equal to one (1) additional month of salary shall be added to the severance payment, capped at a maximum of eighteen (18) months. The Board will also continue health, vision, life, and dental insurance benefits for a period of one year from the date of termination or until such time as another full-time position is obtained. The payment for one year's salary shall be provided to the Superintendent within thirty (30) calendar days of the date of termination. No

discharge shall be effective until written concerns are presented to the Superintendent with 90 days to address the concerns in a manner acceptable to the Board.

9. 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, or any dispute arising out of his employment as Superintendent, the parties hereby agree to submit such to binding arbitration to be heard by a single arbitrator. Such arbitration shall be conducted under labor arbitration rules for, and administered by, the American Arbitration Association. The arbitrator's fee and 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. The decision of the Arbitrator shall be final and binding and either party may enforce the award in a court of competent jurisdiction. Any claim or dispute arising out of or related to this Agreement, including any claim arising under federal, state, or local law, shall be filed no later than twenty-four (24) months after the date such claim arose, unless there is a shorter applicable statute of limitations.
10. The Superintendent may terminate this Agreement by giving the Board at least ninety (90) days written notice of resignation.
11. District agrees that it shall defend, hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in his individual capacity, or in his official capacity as agent and employee of the District, provided the incident arose while Superintendent was acting within the scope of his employment and excluding criminal litigations. The Board shall provide public liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgments resulting from his functioning as Superintendent and will reimburse him for any portion of such expense and judgments not covered by insurance. In no case will individual board members be considered personally liable for indemnifying Superintendent against such demands, claims, suits, actions and legal proceedings.
12. Superintendent hereby acknowledges and agrees that he shall not be deemed to be granted continuing tenure in the position of Superintendent of Schools 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. Tenure in any capacity other than as a classroom teacher is hereby expressly denied according to the provisions of Article III, Section 1 of the Michigan Teacher Tenure Act, MCL 38.91. The decision of the Board to not continue or renew the employment of Superintendent for any subsequent period in any capacity, other than as a classroom teacher, as may be

required by tenure law, shall not be deemed a breach of this Contract or a discharge or demotion with the provisions of the Michigan Teacher's Tenure Act.

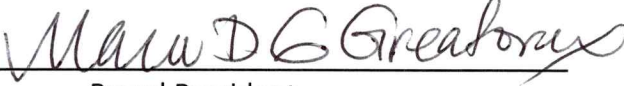
13. If any provision of the Contract becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Contract shall continue in full force and effect without said provision(s). This contract is controlled by and shall be construed in accordance with the laws of the State of Michigan.
14. This Contract is executed on behalf of the Board pursuant to the authority granted and contained in the resolution of the Board adopted on June 29, 2020, the same being incorporated herein by reference.
15. This Contract contains the entire agreement and understanding by and between the Board and Superintendent with respect to the employment of Superintendent and no representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force and effect. All prior agreements pertaining to, connected with, or arising in any manner out of the employment of Superintendent by the Board, are hereby terminated and shall hereafter be of no force or effect whatsoever. Provided, that this Contract is voidable pursuant to the provisions of the Revised School Code pertaining to criminal records checks. No change or modification of this contract shall be valid or binding unless it is in writing and signed by Superintendent and the Board. No valid waiver of any provision of this Contract, at any time shall be deemed as waiver of any other provision of this Contract at such time or any other time.

IN WITNESS WHEREOF, the parties have caused this contract to be executed on the day and year listed below.

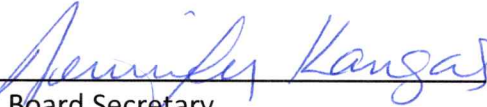
Dated: 6/3/24


Superintendent

Dated: 6.3.2024


Board President

Dated: 6-3-24


Board Secretary