

**HILLSDALE COUNTY INTERMEDIATE SCHOOL DISTRICT
CONTRACT OF EMPLOYMENT
for
Superintendent of Schools**

1. TERMS OF EMPLOYMENT:

It is hereby agreed by and between the Board of Education of the Hillsdale Intermediate School District (hereinafter "Board") and Troy Reehl (hereinafter "Superintendent") that pursuant to Sections 601a(1)(d), 623(1)(b) and 1229(1) of the Revised School Code, the Board in accordance with its action found in the minutes of its meeting held on the 25th day of June, 2019, has and does hereby employ the said Superintendent for a three (3) year period commencing on July 1, 2019 and ending on June 30, 2022 according to the terms and conditions as described and set forth herein. The Board of Education will take official action to determine whether or not to extend this Agreement for an additional year, on or before April 1st each year of this Agreement, and so notify the Superintendent in writing. If no action is taken the contract will not be extended.

2. DUTIES AND RESPONSIBILITIES:

The Superintendent is engaged to perform the duties and responsibilities of superintendent of schools as prescribed by the Board of Education pursuant to the Revised School Code, as may be modified from time to time by the Board, and he agrees to perform faithfully the duties and responsibilities assigned by the Board. The Superintendent shall comply with and fulfill all duties and responsibilities required by state and federal law and regulations, and carry out the educational programs and policies of the School District for which he is responsible during the term of this agreement. The Superintendent will not withhold from the Board, and will promptly report to the Board, facts or information which affect or are relevant to the business of the School District. The Board collectively and individually shall refer promptly all criticism, complaints and suggestions called to their attention to the Superintendent for study and recommendation.

3. QUALIFICATIONS:

The Superintendent represents that he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the provision of Sections 1246 and 1536 of the Revised School Code, regulations of the Michigan Department of Education, and those required by the Board to serve in the position assigned. The Superintendent agrees, as a condition of his continued employment, to meet all certification and 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 the Superintendent fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

SALARY AND COMPENSATION:

1. The Superintendent shall be paid at an annual salary rate **of One Hundred Forty Thousand Dollars (\$140,000.00)** in consideration of his performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board. The annual salary shall be paid in twenty-four (24) equal bi-monthly installments beginning with the commencement of the fiscal/contract year (July 1 - June 30). The Board hereby retains the right to increase the annual salary of the Superintendent during the term of this Contract. Any increase 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.

2. For future years of the contract, and provided the Superintendent's annual evaluation is highly effective or effective, the Superintendent shall receive a two (2%) percent increase in year two (2) and year three (3).

3. In year one of the contract, effective July 1, 2019, the Superintendent shall be paid a daily per diem rate of **Five Hundred Thirty-Eight Dollars and Forty-Six Cents (\$538.46)** for days of service to the district prior to being in the district full time July 15, 2019.

4. The Superintendent shall be paid a phone stipend at an annual rate of nine hundred dollars (\$900.00).

INSURANCE COVERAGE:

Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third party Superintendent, the Board shall make premium payments on behalf of the Superintendent and his eligible dependents for enrollment in the administrative group insurance program, including health, dental, term life, vision, and long term disability insurance.

The Superintendent shall contribute whatever employee premium contributions are required in the administrative group plan per month as a condition to participating and enrolling in the above insurance programs and hereby authorizes payroll deduction for that amount. Should the Superintendent elect not to be covered by health insurance, he shall receive a monthly payment of four hundred dollars (\$400) through the cafeteria plan for employees of the Intermediate School District.

The Board reserves the right to change the identity of the insurance carrier, policyholder or third party for any of the above coverage, provided that comparable coverage, as determined by the Board, is maintained during the term of this Agreement. The Board shall not be 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. The terms of any contract or policy issued by any insurance company or third-party shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. The Superintendent is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The Board, by remitting the premium payments required to provide the above-described insurance coverage, shall be relieved from all liability with respect to insurance benefits.

WORK YEAR:

The Superintendent is employed on the basis of fifty-two (52) weeks of work per contract/fiscal year (July 1 through June 30) as scheduled by the Board. The Superintendent shall be granted vacation time of twenty (20) days per fiscal year. The Superintendent shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the Intermediate School District. The Superintendent shall not receive any additional compensation in lieu of use of vacation days without the express agreement of the Board. Vacation days shall be granted at the beginning of the fiscal year, but accrue at the rate of 1/12th of the allotment of vacation days per month. In the event that the Superintendent resigns or the contract is otherwise terminated prior to the end of the fiscal year, vacation will be prorated. The Superintendent shall be allowed to carry a maximum of ten (10) vacation days into the next fiscal year. Upon resignation, the Superintendent shall be paid for up to ten (10) vacation days at the current per diem rate.

EVALUATION:

The Board will evaluate the Superintendent's performance annually and in writing, on or before March 30, using an evaluation instrument with multiple rating categories, that takes into account data on student growth as a significant factor, and that is mutually agreeable, provided that the Board will establish the evaluation instrument and criteria in the absence of agreement. The Board will grant a request by the Superintendent to meet to discuss his written evaluation in closed session.

PAID LEAVE:

The Superintendent is entitled to the following thirteen (13) holidays for which no service to the Intermediate School District is required: New Year's Day, Good Friday, Memorial Day, Fourth of July, the Day Before or After the Fourth of July, Friday Before Labor Day, Labor Day, Thanksgiving Day, the Day After Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve Day, and one floating holiday.

If the Superintendent is absent from duty on account of personal illness or disability, he shall be allowed full pay for a total of twelve (12) days per contract year. Unused paid leave days hereunder shall be cumulative to a maximum of ninety (90) days for absence due to personal illness or disability of the Superintendent. The superintendent will be reimbursed for any unused sick days above the ninety (90) day cap at 75% of the current per diem rate. At the time the superintendent leaves the employ of the District, his accumulated sick leave will be paid at the time he resigns or retires after 10 years of service to the district at 75% of the current per diem rate. Additionally, the Superintendent shall be afforded three (3) personal days per year which shall not accumulate as personal leave days, but shall be converted to and accumulate for use as sick days if unused during the year they are available for use as personal leave days.

PROFESSIONAL MEETINGS:

The District will pay the Superintendent at the rate recognized by the IRS for using his vehicle for travel to and from professional meetings including meals and lodging if needed. Any travel to meetings out of state shall be submitted in advance for review and approval by the Board.

PROFESSIONAL ORGANIZATION MEMBERSHIP DUES:

The Board shall pay the dues of the Superintendent for membership in State and National professional organizations not to exceed three membership dues in any one year and will pay membership dues for Service Clubs in the District.

TENURE EXCLUSION:

The Superintendent will not have or acquire tenure in his capacity as Superintendent. The Board's or the District's failure to continue his employment after the term of this Agreement, or re-employ his in another capacity other than as a classroom teacher, will not be considered a breach of this Agreement.

PHYSICAL AND MENTAL EXAMINATIONS:

The 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 providing insurance programs specified under this Contract. Additionally, upon request of the Board, the Superintendent shall authorize the release of medical information necessary to determine if he 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 the Superintendent by the Board shall be job related and consistent with business necessity. 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.

TERMINATION OF CONTRACT:

The Board shall be 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 acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, or if he materially breaches the terms and conditions of this Contract, or other reasons not arbitrary or capricious as determined by the board. If, at any time, the Superintendent fails to maintain the credentials and qualifications for the position of Superintendent as required by this contract, the contract shall automatically terminate. In the event that the Board undertakes to dismiss the Superintendent during the term of this Contract, he shall be entitled to written notice of charges and an opportunity for a hearing before the Board. In the event of termination of employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further obligation hereunder. 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.

The Administrator may not be discharged nor this contract terminated for reasons that are arbitrary or capricious.

MEDICAL LEAVE:

In the event of the Superintendent's mental and/or physical incapacity to perform the duties of his office, he shall be granted an initial leave of ninety (90) work days for purpose of recovery. The Superintendent shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the ninety (90) work day period to be unpaid. 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 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, provided that there is a verified prognosis that he will be able to resume his duties at the conclusion of the extended leave interval. 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.

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. Prior to resumption of duty after an unpaid leave of absence for a serious health condition, the Superintendent shall provide to the Board a fitness for duty certification from his 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.

ARBITRATION:

The Superintendent and the District agree that any and all claims arising from, or relating to, the Superintendent's employment with the District or this Agreement will be subject to final and binding

arbitration according to the American Arbitration Association's National Rules for the Resolution of Employment Disputes. The Superintendent and the District acknowledge and agree this paragraph of this Agreement precludes either from filing covered claims in court and, therefore, waive any otherwise available right to trial by jury. 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 eighty (180) days of the effective date of Superintendent's discharge during the term of this Contract. The Decision and Award of the arbitrator shall be final and binding and judgment thereon may be entered in the Circuit Court for the 1st (First) Judicial Circuit of Michigan Hillsdale County, pursuant to MCL 600.5001. The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and the Superintendent. All parties are entitled to have representation of their designation, however each party shall be responsible for the costs of such respective representation.

INDEMNIFICATION:

The district will maintain general liability insurance which includes coverage for the administrator's legal defense cost.

SEVERABILITY:

If any provision of this Agreement is or becomes legally invalid, that provision will be unenforceable without invalidating all the other provisions of this Agreement.

ENTIRE AGREEMENT:

This Agreement is the parties' entire agreement and supersedes any other agreement or understanding, verbal or written, and may not be modified or rescinded except by another written agreement signed by the Superintendent and approved by the Board in compliance with the Open Meetings Act.

EXECUTION OF CONTRACT:

This Agreement is executed on behalf of the Hillsdale County Intermediate School District pursuant to the authority granted as contained in the resolution of the Board adopted on June 25, 2019, the same being incorporated herein by reference.

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

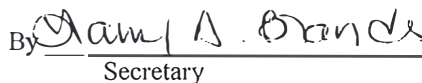
Date: 7-18-19


SUPERINTENDENT

HILLSDALE INTERMEDIATE SCHOOL DISTRICT
BOARD OF EDUCATION

Date: 7-18-19

By 
President

By 
Secretary