

# MESICK CONSOLIDATED SCHOOLS

## CONTRACT OF EMPLOYMENT

Superintendent of Schools

It is hereby agreed by and between the Board of Education (“Board”) of **Mesick Consolidated Schools (“District”)** and **Joseph Hollenbeck (“Administrator”)** that pursuant to Section 1229 (1) of the Revised School Code, the Board in accordance with its action found in the minutes of its meeting held on June 14, 2021, does hereby employ the Administrator for a fixed 2-year term commencing on July 1, 2021 and terminating on June 30, 2023 according to the terms and conditions as described and set forth in this Contract of Employment. The District and Administrator are collectively referred to on occasion in this Contract of Employment as “each Party” or “the Parties.”

1. Duties. Administrator shall perform the duties of Superintendent as prescribed by the Board and as may be established, modified and/or amended from time to time by the Board. Administrator acknowledges the ultimate authority of the Board with respect to his responsibilities and directions related thereto. Administrator is subject to assignment and transfer to another administrative position of employment in the District at the discretion of the Board.

2. Qualifications. Administrator represents that he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the provisions of Sections 1246 and 1536 of the Revised School Code, the regulations of the Michigan Department of Education, and those required by the Board to serve in the position assigned. Administrator agrees, as a condition of his continued employment, to meet and maintain 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 Administrator 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.

3. Faithful Performance. Administrator agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Administrator agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, Administrator 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 District during the entire term of this Contract. Administrator agrees that he will diligently and competently discharge his duties on behalf of the District to enhance the operation of the District and will use his best efforts to maintain and improve the quality of the programs and services of the School District.

4. Salary. Administrator shall be paid at an annual (twelve month) salary rate of not less than Ninety Eight thousand dollars (\$98,000) prorated for the applicable term of service, 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-six (26) equal bi-weekly installments, prorated for the applicable term of service, beginning with the commencement of the fiscal/contract year (July 1-June 30).

An annual annuity in the amount of Three thousand Five hundred dollars (\$3,500) shall be paid by the District on behalf of the Administrator, to the company or companies authorized by the District.

The Board hereby retains the right to increase the annual salary of Administrator during the term of this Contract. Consistent with the provisions of Section 1250 of the Revised School Code, Administrator's job performance and job accomplishments will be significant factors in determining any adjustment to Administrator's compensation. Any increase in salary made during the term of this Contract shall be in the form of a written amendment and when executed by Administrator and the Board, shall become a part of this Contract. Base salary for 2022-2023 will be not less than Ninety Eight thousand Dollars (\$98,000).

Should Administrator be assigned or transferred to another administrative position, the salary paid shall be as established by the Board for that position. The annual salary shall be paid in twenty-six (26) equal bi-weekly installments beginning with the commencement of the fiscal/contract year (July 1 - June 30).

5. 52-Weeks and Vacation (Annualized). Administrator 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, prorated for the applicable term of service. Administrator shall be granted vacation time of 20 days per fiscal year exclusive of legal holidays, prorated for the applicable term of service. Vacation days must be used within the fiscal year for which they are made available. Administrator shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the District. All scheduling of vacation is subject to the approval of the Board president.

6. Evaluations. Administrator's performance shall be evaluated during this Contract to the extent required by Sections 1249 and 1249b of the Revised School Code (or any successor provisions), using multiple rating categories that take into account data on student growth.

7. Termination during Term of Contract and Non-Renewal. The Board shall be entitled to terminate Administrator's employment at any time during the term of this Contract when it determines that Administrator has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, if Administrator materially breaches the terms and conditions of this Contract, or for other causes that are not arbitrary or capricious.

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.

In the event that the Board undertakes to dismiss Administrator for cause 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 for cause during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

8. Leaves of Absence. In the event of Administrator'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 Administrator 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, Administrator 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 Administrator, it may require a second opinion, at Board expense.

Administrator 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 Administrator will be able to resume his duties at the conclusion of the extended leave interval. Medical certification shall be supplied by Administrator as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

If Administrator 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, Administrator shall provide to the Board a fitness for duty certification from Administrator'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.

9. No Tenure. Administrator agrees that he shall not be deemed to be granted continuing tenure in the position initially assigned or to which he may be assigned or transferred 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 District. Nor shall the decision of the Board not to continue or renew the employment of Administrator for any subsequent period in any capacity, other than as a classroom teacher, as may be required by the Teachers' Tenure Act, be deemed a breach of this Agreement or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

10. Medical Examination. Administrator 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, Administrator shall authorize the release of medical information necessary to determine if Administrator is capable of performing the essential job functions required by his assignment, with or without reasonable job accommodations(s). Any physical or mental examination or disclosure of such information required of Administrator 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.

11. Health/Medical/Disability Benefits. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third party administrator, the Board shall make premium payments on behalf of Administrator and his eligible dependents for enrollment in the following:

- a. Medical/Health Insurance
- b. Dental Insurance
- c. Vision Insurance
- d. Short Term Disability (Administrator Only)
- e. Long Term Disability (Administrator Only)

The amount the Board shall pay towards medical insurance (including health, dental, or vision insurance) shall neither exceed the annual amount specified in Section 3 of the Publicly Funded Health Insurance Contribution Act, 2011 PA 152, for the category in which Administrator falls (single, two-person, family). Correspondingly, Administrator agrees that the Board has the right to allocate to Administrator responsibility for a portion of the premium for the insurance coverages specified above, as may be determined by the Board, in its discretion; however, this contribution shall not be less than the amount determined by the Board to be necessary to comply with the Publicly Funded Health Insurance Contribution Act. The Board will notify Administrator of the premium amount for which he is responsible in excess of the Board paid premium contributions. Administrator agrees that the amount of premium contributions designated by the Board as Administrator's responsibility shall be payroll deducted from Administrator's compensation.

12. Term Life Insurance. The District shall provide Administrator with a term life insurance policy, if he qualifies, providing coverage in the face amount of One Hundred thousand dollars (\$100,000). The provision of life insurance coverage under this Employment Contract shall be contingent upon the Administrator's health being such that he qualifies with the requirements of the insurance carrier for coverage on a non-rated premium basis.

13. Policyholder and Policy Terms Controlling. The Board reserves the right to change the identity of the insurance carrier, policyholder or third party administrator for any of the above coverages, 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 coverages for Administrator and his eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder or third-party administrator. The terms of any contract or policy issued by any insurance company or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. Administrator 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(s), shall be relieved from all liability with respect to insurance benefits.

14. Paid Holidays. Administrator is entitled to the following legal holidays per year (July 1 – June 30), pro-rated for the term of this Agreement, for which no service to the School District is required: July 4<sup>th</sup>, Friday before Labor Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, Christmas, New Year's Eve, New Year's Day, President's Day, Memorial Day, and Good Friday (unless school is in session on Good Friday). In the event Administrator is required to utilize a designated legal holiday in the performance of his work-related duties, he will be compensated by receiving one (1) additional vacation day for use in the same fiscal year.

15. Paid Sick Leave. If Administrator is absent from duty on account of personal illness or disability, he shall be allowed full pay for a total of 12 days of absence from work per year (July 1 – June 30), prorated for the term of service.

16. Travel Expenses. Administrator shall be eligible to be reimbursed for travel, meals, and lodging in accordance with per diem expense and reimbursement standards and procedures established by the Board. The Administrator may attend appropriate professional meetings and conferences at the local and state levels and shall be reimbursed for any registration fees, tuition, travel, lodging and/or reasonable meal expenses for himself in relation thereto ("Reasonable Expenses") not prepaid by the Board; provided, however, that any expense to be incurred by Administrator for out-of-District travel shall be submitted in advance for review and approval by the Board. The Administrator is responsible for informing the Board President of his attendance at local and state meetings and

conferences. Administrator shall be required to present an itemized account of his reasonable and necessary expenses in accordance with direction of the Board.

The fees or dues for Administrator's membership in appropriate professional organizations, or tuition and/or registration costs associated with appropriate professional learning opportunities shall be paid by the Board. The District shall pay the Association due of the Administrator for the Michigan Association of Schools Administrators, and the MASA Region 2 in which the school district is located. Subject to express approval by the Board, the fees or dues for membership in other appropriate professional organizations shall be paid by the Board.

Subject to prior approval by the Board, the Administrator may attend appropriate professional meetings at the local, state and national levels and shall be reimbursed for any registration fees, tuition, travel, lodging and/or reasonable meal expenses for himself in relation thereto not prepaid by the Board.

17. Liability Insurance. The Board agrees to pay the premium amount for errors and omissions insurance coverage for Administrator while engaged in the performance of a governmental function and while the Administrator is acting within the scope of his authority. The policy limits for this coverage shall be not less than \$2,000,000. The terms of any such errors and omissions insurance policy shall be controlling respecting defense and indemnity of Administrator. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions coverage. In the event that such insurance coverage cannot be purchased in the above amounts and/or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify Administrator. In that event, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to Administrator as is authorized by MCL 691.1408 and MCL 380.11a(3)(d).

18. Automobile and Related Expenses. Administrator shall be required to own or lease and operate an automobile for the purpose of traveling to the various school buildings and facilities of the District, as well as to attend out-of-District conferences within reasonable driving distance and meetings within the course of his duties. The District shall contribute, during the term of this Contract, Two Hundred Fifty Dollars (\$250) per month to Administrator as full reimbursement for the expenses attendant to such obligations, including but not limited to mileage, depreciation, and maintenance expenses or lease charges, automobile liability insurance, fees, and taxes.

19. District Credit Card. Administrator shall be provided a District credit card for use toward District expenses in accordance with applicable Board policy and Procedures. Administrator shall support disbursements from said account by invoices and receipts and identification in writing of the related business purposes, which records shall be provided to the Finance Office on a monthly basis, for review by the Board Finance Committee, and for review and approval by the Board.

20. Alternative Dispute Resolution. In the event of any dispute between the parties relating to discharge of Administrator 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 National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association. Arbitration under this provision shall be conducted pursuant to the terms of the Michigan Uniform Arbitration Act, MCL 691.1681 *et seq.*

The parties intend that this process of dispute resolution shall be inclusive of all contract and statutory claims advanced by Administrator arising from Administrator's discharge during the term of this Contract, including (but not limited to) claims of unlawful discrimination and all claims for

damages or other relief. However, this agreement to arbitrate does not restrict Administrator from filing a claim or charge with any state or federal agency (such as the Equal Employment Opportunity Commission or the Michigan Department of Civil Rights), and does not apply to any claims for unemployment compensation or workers' compensation which may be brought by Administrator. Instead, this agreement to arbitrate claims applies to those matters that would otherwise be subject to state or federal court proceedings.

This agreement to arbitrate means that Administrator is waiving his right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, Administrator shall have 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. However, Administrator, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.

The arbitrator's fees and the costs imposed by the American Arbitration Association shall be shared equally by the Board and Administrator, subject to the right of Administrator to seek to tax such fees as costs against the Board. Each party shall be responsible for its own attorney's fees.

Any claim for arbitration under this provisions must be filed with the American Arbitration Association and served on the Board within one hundred eighty (180) days of the effective date of Administrator'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 28th Judicial Circuit (Wexford County), pursuant to applicable provisions of the Michigan Uniform Arbitration Act.

21. Entire Agreement. This Contract contains the entire agreement and understanding by and between the Board and Administrator with respect to the employment of Administrator and no prior or concurrent representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect. All prior contracts or other agreements (written or oral) pertaining to the terms of this Contract are canceled and are superseded by the terms of this contract. Provided, that this contract is voidable pursuant to the provisions of the Revised School Code pertaining to criminal records and criminal history checks.

No amendment to or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board reflected in its minutes, and signed by Administrator and the President and Secretary of 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.

22. Severability. If any provision of this Agreement 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).

23. Limitations Period. Administrator agrees that any claim or suit arising out of Administrator's employment with the Board must be filed no more than six (6) months after the date of the employment action that is the subject of the claim or suit. Administrator understands that the statute of limitations for claims arising out of an employment action may be longer than six (6) months, but agrees to be bound by the six (6) month period of limitation set forth in this Contract of Employment and waives any statute of limitations to the contrary. Should a court of competent jurisdiction determine that this provision allows an unreasonably short period of time to commence a law suit, it is the intent of the parties that the court enforce this provision to the extent possible

and declare the law suit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.

24. KNOWING AND VOLUNTARY. ADMINISTRATOR RECOGNIZES THAT THIS IS A LEGALLY BINDING CONTRACT AND ACKNOWLEDGES AND AGREES THAT HE HAS READ AND UNDERSTANDS THIS CONTRACT, IS ENTERING INTO IT FREELY AND VOLUNTARILY, HAS BEEN HEREBY ADVISED TO SEEK COUNSEL PRIOR TO ENTERING INTO THIS CONTRACT, AND HAS HAD AMPLE OPPORTUNITY TO DO SO. EACH PARTY HAS COOPERATED IN THE DRAFTING, NEGOTIATION AND PREPARATION OF THIS CONTRACT, WHICH SHALL NOT BE CONSTRUED AGAINST EITHER PARTY AS THE DRAFTER.

25. Authority. This Agreement is executed on behalf of Mesick Consolidated Schools pursuant to the authority granted as contained in the motion of the Board adopted on June 14, 2021, the same being incorporated herein by reference.

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

ADMINISTRATOR

Date: \_\_\_\_\_  
Joseph Hollenbeck

MESICK CONSOLIDATED SCHOOLS BOARD OF EDUCATION

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Eric Spencer, President

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Jason Abraham, Secretary