

## CONTRACT OF EMPLOYMENT

### Superintendent

The Board of Education ("Board") of Lewis Cass Intermediate School District ("District") and Andrew Hubbard ("Employee"), pursuant to Section 1229(1) of the Revised School Code of the State of Michigan, by Board action at a meeting held on the 17th day of March, 2021, employs Andrew Hubbard as Superintendent for a three (3) year period commencing on July 1st, 2021 and ending on June 30th, 2024, according to the following:

1. Employee shall perform the duties of Superintendent as prescribed by Board and as may be established and/or amended by Board, the Revised School Code, and under the supervision and direction of Board. Employee accepts the ultimate authority and direction of the Board with respect to his/her responsibilities.
2. Employee represents that he/she possesses and will maintain all certificates, credentials, and qualifications required by law, including the provisions of Sections 1246 and 1536 of the Revised School Code, including the regulations of the Michigan Department of Education, and those required by Board to serve in the position assigned. Employee agrees, as a condition of his/her continued employment, to meet all continuing education requirements required by law, regulation or the Michigan Department of Education. If Employee fails to maintain all certificates, credentials, continuing education requirements and/or qualifications required, this Contract shall automatically terminate and the Board shall have no further obligations.
3. Employee agrees to devote his/her talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Employee agrees to faithfully perform duties assigned by the Board and to comply with the directives of the Board. Further, Employee agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations, District policies, and by Board to carry out the educational programs. Further, Employee agrees to devote substantially all of his/her business time, attention and services to the diligent, faithful and competent discharge of his/her duties on behalf of District to enhance the operation of District and agrees to use his/her best efforts to maintain and improve the quality of the programs and services of District. Employee will not perform professional services outside his/her administrative duties, or perform work for any other employer or entity without the pre approval of the Board.
4. Employee shall be paid at an annual salary rate of One Hundred Fifty Thousand Dollars (\$150,000) in consideration of his/her performance of the duties and responsibilities of the position. The annual salary shall be paid in up to twenty-six (26) biweekly installments beginning with the commencement of the fiscal/contract year (July 1 through June 30). Biweekly payment shall not begin until Employee begins work for the fiscal/contract year. This annual salary shall be prorated based upon actual time worked if Employee does not work the full fiscal year. The salary shall be adjusted annually at the same time and same percentage increase that the Board generally applies to Administrative Staff. In addition, the salary will be adjusted based on the employee's annual evaluation as listed below.

- If final evaluation is rated as Highly Effective 2% will be added to the above referenced salary increase.
- If final evaluation is rated as Effective 1% will be added to the above referenced salary increase.

a. Should Employee be assigned or transferred to another position, the salary shall be as established by the Board for that position. Upon separation or unpaid leave of absence of Employee during any fiscal/contract year, his/her salary shall be adjusted to reflect payment, on a per diem basis, for the number of days on which services were actually and physically rendered during the contract year. Any amounts due to Employee upon separation or commencement of unpaid leave shall be remitted by the Board to him/her as soon as such amounts can diligently be determined. Any salary amounts received by Employee in excess of days actually worked during the fiscal/contract year shall be deducted from Employee's remaining wages and Employee, by executing this Contract, gives his/her written consent for such deduction. Any wage overpayments not recoverable by Board through wage deduction shall be remitted to Board by Employee within three (3) business days of separation from employment. If not paid in this manner, Employee agrees that judgment may be entered against him/her in any Michigan court of competent jurisdiction for such amount(s).

b. The Board retains the right to adjust the annual salary of Employee during the second year of this Contract. Any such salary adjustment shall not reduce the annual salary below the minimum annual salary unless Employee has been transferred or assigned a position at a lower salary rate. Any adjustment in salary made during this Contract shall be in the form of a written amendment and when executed by Employee and Board, shall become a part of this Contract.

5. Compensation includes: salary and wages; on a current basis, investments made in a tax sheltered annuity for a public school employee as remuneration for service under the Public School Employees Retirement Act; longevity pay; and merit pay as established by a reporting unit for the purpose of rewarded achievement or specific performance objectives.

a. In addition to annual salary for services performed, Employee will be paid wages/compensation as a non-elective annuity contribution to an IRS 401(a), 403(b) or 457 plan in the annual amount of Ten Percent (10%) of the annual rate of salary stated in Section 4. This sum shall be prorated based upon actual time worked if Employee does not work the full fiscal year. This sum shall be reported as wages for Office of Retirement Services (ORS) retirement contributions.

b. The Board has allocated wages/compensation under this Contract between salary and annuity contributions, as requested by the Employee. Board makes no representations as to the advisability or impact of these allocations for purposes of the Employee's tax, retirement, or financial planning. Board provides no assurances for purposes of retirement benefits. Employee has been provided an opportunity to consult with legal counsel, financial advisors, retirement advisors, and others as the Employee

deemed appropriate in requesting these allocations and has not relied on any representations by Board.

c. If, at any time, ORS reimburses contributions made from wages/compensation in this Contract or from previous contracts between Board and Employee, reimbursement of Employee's contribution will be credited to Employee's 401(a), 403(b) or 457 plan with no cash option given.

6. Employee is employed on the basis of 52 weeks per fiscal year (July 1 through June 30) as scheduled by Board.

7. Employee's performance shall be evaluated by the Board annually and presented to Employee in writing no later than March 1 in any given school year. As such evaluations are to be based in part on goals and objectives, said goals and objectives will be presented to the Employee in writing prior to the year of evaluation.

8. Employee shall be awarded 18 days sick leave for the 2021 - 2022 school year. For the remaining two years of this contract, Employee shall be awarded 11 days sick leave annually. Unused sick leave days shall be cumulative to a maximum of eighty (80) days.

9. Employee shall receive Twenty Five (25) days of vacation for each school year. Vacation days must be used within the fiscal year for which they are made available and Employee shall not receive any additional compensation in lieu of use of vacation days without the express agreement of the Board. Employee shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the District.

10. Board shall be entitled to terminate Employee's employment at any time during the term of this Contract for acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, conviction or commission of a felony or misdemeanor, if Employee materially breaches the terms and conditions of the Agreement, or other reasons that are not arbitrary or capricious as determined by Board. If the Board acts to dismiss Employee during this Contract, he/she shall be entitled to written notice of charges and an opportunity for a hearing before the Board. Employee may be represented by legal counsel, at his/her expense, at the Board hearing. If the Board acts to discharge the Employee, this Contract shall automatically terminate and the Board shall have no further obligation.

11. This Contract may be non-renewed by Board pursuant to Section 1229(1) of the Revised School Code. The Board specifically reserves the right to non renew this contract or any extension of the contract regardless of cause or reason. Pursuant to Section 1229 of the Revised School Code, if the Board of Education intends to let the Superintendent's contract expire, it must provide the Superintendent with written notification of the Board's decision not to renew the contract at least ninety (90) days prior to the contract's expiration date. If the Board does not comply with this requirement; the Superintendent's contract is automatically renewed for an additional one (1) year period.

12. Prior to resumption of duty after an unpaid leave of absence for a serious health condition, Employee shall provide to Board a fitness for duty certification from Employee'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.

13. In the event of Employee's mental and/or physical incapacity to perform the duties of his/her office, he/she shall be granted an initial leave of sixty (60) days for the purpose of recovery. Employee shall first exhaust any accumulated sick leave and vacation days, with the balance of the 60-day leave to be unpaid and consistent with the Family and Medical Leave Act. Employee may request a 30-day unpaid extension in the event of his/her physical and/or mental inability to return to work at the expiration of the initial leave interval, provided that there is a verified prognosis that Employee will be able to resume his/her duties at the conclusion of the extended leave interval. Board, at its discretion, may grant a 30-day extension of unpaid leave. Medical certification shall be supplied by Employee to Board as a condition to any leave request.

14. Employee shall submit to such medical examinations, supply such information and execute such documents as may be required by any underwriter, policyholder or third-party Employee providing insurance programs specified under this Contract. Additionally, upon request of the Board, Employee shall authorize the release of medical information necessary to determine if the Employee is capable of performing the essential job functions required by his/her assignment, with or without job accommodation. Any physical or mental examination or disclosure of such information required of Employee by Board shall be job related and consistent with business necessity. Any medical or psychological examination under this section shall be at Board's expense. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.

15. Employee agrees that he/she shall not be deemed to be granted continuing tenure in the position of initially assigned or to which he/she 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 Board not to continue or renew the employment of Employee 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 Contract or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act. Employee 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.

16. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third-party administrator, Board shall make premium payments on behalf of Employee and his/her eligible dependents for enrollment in the Health insurance, Dental insurance, Term life insurance, Vision insurance, and Long Term Disability insurance that are available to Administrative Staff and described in the Lewis Cass Intermediate School District Administrative Handbook.

17. Employee agrees that Board has the right to allocate to Employee responsibility for a portion of the premium for the insurance coverages, as may be determined by the Board and in its discretion. 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, 2011 PA 152. The Board will notify the Employee of the insurance costs including taxes, assessments and copayments for which he/she is responsible in excess of Board paid premium contributions, subject to payroll deduction.

18. Employee agrees that Board has the right to allocate to Employee responsibility for a portion of the premium for the insurance coverages, as may be determined by the Board and in its discretion. 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, 2011 PA 152. Board will notify Employee of the insurance costs including taxes, assessments and copayments subject to payroll deduction for which he/she is responsible in excess of Board paid premium contributions.

19. Board reserves the right to change the identity of the insurance carrier, policyholder or third-party administrator for any of the above coverages, as determined and maintained by the Board during this Contract. Board reserves the right to self-fund any of the above benefits. Additionally, the Board shall not be required to remit premiums for any insurance coverages for Employee and his/her 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. Employee is responsible for assuring completion of all forms and documents needed to receive the insurance coverage. District, by payment of the premium payments required to provide insurance coverage, shall be relieved from all liability with respect to insurance benefits.

20. Employee is entitled to the following holidays for which no service to District is required: SEE Lewis Cass Intermediate School District Administrative Handbook.

21. Employee 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 Employee for out-of-district travel shall be submitted in advance for review and approval by the Board or its designee. Employee shall be required to present an itemized account of reasonable and necessary expenses in accordance with the direction of the Board or its designee.

22. Subject to express approval by the Board, the fees or dues for membership in appropriate professional organizations (i.e. MASA, MAISA, MNA, MSPRA/NSPRA) shall be paid by the Board. Subject to prior approval by Board, Employee 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/herself in relation thereto not prepaid by Board.

23. If a dispute arises between the parties relating to discharge of Employee during this Contract, the parties 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 Arbitration Act, MCL 691.1681 *et seq.* and MCR 3.602. The parties intend that this dispute resolution shall be inclusive of all contract and statutory claims advanced by Employee arising from Employee's discharge during 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 Employee 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 Employee. This agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings. Employee acknowledges he/she is waiving his/her right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, Employee shall have the right to representation by counsel of his/her choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery and the right to a fair hearing. However, Employee, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.

24. The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by Board and Employee, subject to the right of Employee to seek to tax such fees as costs against Board. Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on Board within one hundred eighty (180) days of the effective date of Employee's discharge during the term of this Contract and to enforce the award.

25. Employee agrees that any claim or suit arising out of Employee's employment with the Board must be filed no more than 180 days after the date of the employment action that is the subject of the claim or suit. Employee understands that the statute of limitations for claims arising out of an employment action may be longer than 180 days, but agrees to be bound by the 180 day period of limitation set forth herein 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.

26. This Contract contains the entire agreement and understanding between the Board and Employee with respect to the employment of Employee 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 cancelled and are superseded by the

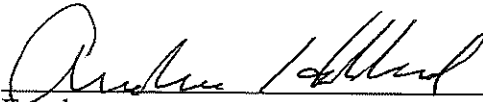
terms of this Contract. Provided, that this Contract is voidable pursuant to the provisions of the Revised Schools Code, pertaining to criminal records and criminal history checks. No amendment to or modification of this Contract shall be valid or binding unless it is in writing and signed by Employee and 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.

27. 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.

28. This agreement is executed on behalf of the District pursuant to the authority granted under the laws of the State of Michigan.

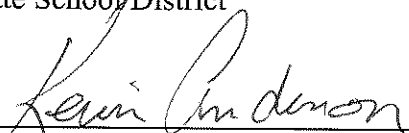
**IN WITNESS WHEREOF**, the parties have caused this agreement to be executed on the day and year noted.

4-21-2021  
Date


  
Employee

Board of Education of Lewis Cass Intermediate School District

4-21-2021  
Date

  
Its: Board President

4-21-2021  
Date

  
Its: Board Secretary

