

**CHEBOYGAN-OTSEGO-PRESQUE ISLE  
EDUCATIONAL SERVICE DISTRICT  
SUPERINTENDENT CONTRACT 2019-2022**

This Contract of Employment, entered into this thirteenth day of June, 2019, between the Cheboygan-Otsego-Presque Isle Educational Service District (COPESD) Board of Education, hereinafter called "Board" and Jamie R. Huber, hereinafter called "Superintendent."

WITNESSETH:

**1. DUTIES**

The Superintendent shall serve as chief executive officer and chief administrative officer of the Board. He shall be entitled to:

- a. Present his recommendations to the Board on any subject under consideration by said Board;
- b. Attend each meeting of the Board; attendance in the closed session meetings will be at the discretion of the Board.
- c. Serve as an ex officio member, - without voting rights - of each committee established by the Board, with approval of said committee.

The responsibility for selection, placement, and transfer of personnel shall be vested in the Superintendent subject to approval by the Board. The Board, individually and collectively, shall refer promptly all criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendation.

The Superintendent agrees to and shall, during the term of this Contract, devote his time, attention, and energy to the position of the School District. The Superintendent shall use vacation leave to perform outside activities, and he shall retain any honorarium paid. In no case will the School District be responsible for any expense attendant to the performance of outside activities.

In accordance with the provisions of P. A. No 163 of 1986 (MCL 380.1246), said Superintendent shall at all times possess a valid Michigan school administrator's certificate issued by the State Board of Education and shall fulfill all continuing education requirements.

**2. EVALUATION**

The Board of Education shall evaluate the Superintendent in writing prior to the last day in March. The Board shall review this contract with the Superintendent as part of the evaluation process. The evaluation shall be presented to and discussed with the Superintendent and the Board of Education. Before the commencement of each year of this Contract, the Board of Education and the Superintendent shall meet to discuss and determine the performance standards for said year. A summary evaluation shall be given at a regularly scheduled Board meeting.

### **3. CONTRACT PERIOD**

The Board agrees to employ the Superintendent as Superintendent of its District for the term of three (3) years from July 1, 2019 to and including June 30, 2022. The contract shall be for the fiscal years 2019-20, 2020-2021 and 2021-2022. This contract shall be deemed to have been renewed for an additional one (1) year unless the Board shall have given written notice to the contrary to the Superintendent prior to April 1 of each year. By February 1 of each year the Superintendent shall provide notice in writing to the Board of their obligation regarding this provision.

### **4. TENURE**

The Superintendent shall not be deemed to be granted continuing tenure in his position by virtue of this contract of employment.

### **5. "HOLD HARMLESS" CLAUSE**

In the light of the unique nature of the professional duties of the Superintendent, the District shall provide to the Superintendent at no expense to him, legal counsel and representation in any legal action brought against him as Superintendent and either hold him harmless or insure him adequately against all liability that results from his performance in the course and scope of his employment as Superintendent not to include unprofessional conduct.

### **6. LIABILITY INSURANCE CLAUSE**

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 not to include unprofessional conduct.

### **7. PROFESSIONAL GROWTH**

The Superintendent may attend, with Board approval, professional meetings at the local, state, and national levels, the reasonable expenses of said attendance are to be paid by the District.

### **8. PROFESSIONAL DUES**

It is expected that the Superintendent will maintain active membership in Michigan Association of School Administrators, Michigan Association of Intermediate School Administrators, and National Association of School Administrators to include attendance at such State and National Association Conferences with prior Board approval. In addition, the board will allocate sufficient funds each year for all memberships in any applicable regional, state and national professional associations related to the duties of the position.

## **9. COMPENSATION**

The Board agrees to pay the Superintendent for his services during each year of this Contract in equal installments agreed to by the parties. Salary compensation for the school year 2019/2020 shall be \$125,000 yearly and shall remain at no less than this amount throughout the duration of this Contract. The Superintendent shall also receive, as additional annual compensation, a Tax Shelter Annuity in an amount equal to 8% of his annual salary.

Any salary compensation increase for subsequent years of this Contract, provided an "Effective" or "Highly Effective" evaluation rating is obtained on his annual evaluation, shall be commensurate with the Teacher's Bargaining Contract unless otherwise mutually agreed upon by both parties in the form of a written addendum when executed by the Superintendent and Board.

## **10. FRINGE BENEFITS**

The Superintendent shall be afforded all leaves granted to Administrators under the policies established by the Board of Education of the District, and said policies are specifically incorporated herewith and made a part of this contract.

- a. The Superintendent shall also be afforded no less than the fringe benefits paid and provided to other administrators employed by this District as outlined in Attachment A. These fringe benefits include but are not limited to: Health Insurance dental, vision, LTD, tuition reimbursement and Vehicle usage.
- b. Life Insurance - A \$47,500 term life insurance policy shall be provided for the Superintendent, while employed by the Board or as otherwise afforded to other District Administrative staff.
- c. Leave Days – The Superintendent shall be entitled to any Vacation and/or other Leave Days as afforded to other Full year Administrative personnel as outlined in Attachment A. Any accrued/unused leave time earned by the Superintendent in his prior capacity with the District shall be credited to his applicable leave account upon execution of this Contract.
- d. Telecommuting- The Superintendent shall be allowed to Telecommute on days when the office is closed consistent with other Full year Administrative personnel as outlined in Attachment A.

## **11. TERMINATION PROVISIONS**

The Superintendent shall be subject to discharge for good and just cause, but the Board shall not arbitrarily and capriciously dismiss him. This Contract may be terminated at any time for acts of moral turpitude, misconduct, or if the employee

violates any of the terms or covenants of this Contract. If the Administrator engages in conduct involving moral turpitude, the Board shall have the right to void this contract. 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. Nonrenewal of this Contract by written notice 90 days prior to expiration shall be at the discretion of the Board pursuant to MCL 380.1229.

## 12. BREACH

In the event of a breach on the part of either party to this Contract, nothing contained herein shall be construed to render the obligations of either party under this Contract null and void.

## 13. DISPUTE RESOLUTION

In the event of a dispute between the parties relating to any provision of this Contract, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this Contract, the parties hereby agree to submit such to binding arbitration. Such arbitration shall be conducted under the labor arbitration rules of, and administered by, the American Arbitration Association. The arbitrator's fee and the 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 representation.



## 14. AMENDMENT


This Contract constitutes the entire Agreement between the parties with respect to the subject matter hereof and may not be amended, renewed, or extended except by an instrument in writing (addendum or otherwise), duly adopted and executed by the parties.

If any provision of this 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).

IN WITNESS WHEREOF the parties hereto have set their hands the day and year above written.

CHEBOYGAN OTSEGO PRESQUE ISLE ESD BOARD OF EDUCATION

By  President      By  Vice President

By  Superintendent

Attach  
A

ADMINISTRATORS' SALARY SCHEDULE  
2019-2020 School Year  
Hired on or after July 1, 2011

STEP	COORDINATOR	SUPERVISOR	DIRECTOR
			BASE \$ 72,235.89
1	\$ 77,263.29	\$ 84,766.88	\$ 99,774.06
2	\$ 77,263.29	\$ 84,766.88	\$ 99,774.06
3	\$ 79,739.48	\$ 87,243.07	\$ 102,250.25
4	\$ 79,739.48	\$ 87,243.07	\$ 102,250.25
5	\$ 82,290.70	\$ 89,794.29	\$ 104,801.47
6	\$ 82,290.70	\$ 89,794.29	\$ 104,801.47
7	\$ 85,404.69	\$ 92,898.28	\$ 107,915.46
8	\$ 85,404.69	\$ 92,898.28	\$ 107,915.46
9	\$ 88,518.68	\$ 96,022.27	\$ 111,029.45
10	\$ 88,518.68	\$ 96,022.27	\$ 111,029.45
11	\$ 90,844.79	\$ 98,348.38	\$ 113,355.56
12	\$ 90,844.79	\$ 98,348.38	\$ 113,355.56
13	\$ 93,170.90	\$ 100,674.49	\$ 115,681.67
14	\$ 93,170.90	\$ 100,674.49	\$ 115,681.67
15	\$ 95,497.02	\$ 103,000.60	\$ 118,007.78

A maximum of five years experience may be granted at the discretion of the Superintendent. Directors and above have personal use of vehicles, without a surcharge, but must reimburse the district for such mileage. All Administrators will pay the taxable benefit on mileage for personal/commuting miles.

The Board of Education will provide reimbursement for university credit as approved by the Superintendent, up to nine (9) semester hours per year.

Any fringe benefit, extensions to pay schedules, and leave policy including vacation time, made available to teachers will be granted to all administrators, however, in lieu of the sabbatical leave, and administrative exchange will be permitted with the exchange being approved by the Superintendent.

Administrative vacation days are awarded based upon years at the E.S.D. as outlined on the following schedule:

Based on a 7 hour day	
0 - 5 years	105 hours (3 wks)
6 - 10 years	140 hours (4 wks)

Administrators may accrue a maximum of 175 hours of vacation time at the beginning of each fiscal year (July 1). Portions of a year's employment would earn a proportional vacation leave. Accrued balance has no cash value and must be used as vacation leave. The following holidays will be extended to Administrators. The Superintendent has the right to insure that Supervision is available on those days the office remains open:

Labor Day	1
Thanksgiving	2
Christmas Eve through New Years	
Spring Break	2
Memorial Day	1
Independence Day	1
Birthday	1 working day
Bonus	1 day for each 35 hours of prior year unused sick time

Working Day: A working day is any day that is not a holiday or the day a holiday is observed.

Administrators may be afforded the opportunity to telecommute consistent with past practices and/or when approved by their immediate supervisor.

Administrative goals and summer work schedule shall be submitted for coordination and approval by June 10th.

Life Insurance (Madison National)	\$47,500 Life	\$47,500 AD&D
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**EMERGENCY LEAVE:**

In the event there is an emergency, the superintendent, at his/her discretion, may grant a leave. (These days are separate from personal leave.) An example of emergency leave would be the sudden illness of a member of the family requiring hospitalization or doctor's treatment, but not to include mechanical car failure.