

**BRIDGMAN PUBLIC SCHOOL DISTRICT**  
**EMPLOYMENT CONTRACT - SUPERINTENDENT**

It is hereby agreed by and between the Board of Trustees of Bridgman Public Schools, hereinafter referred to as the "Board", and Shane Peters, hereinafter referred to as the "Superintendent", to employ Shane Peters in the capacity of Superintendent of Schools, under the authority of the Board and its successors, for the period of July 1, 2012 through June 30, 2015.

The Superintendent agrees, during the period of this Contract, to faithfully perform his duties and obligations in such capacity for the School District including, but not limited to, those duties required by the School Code. He will act as an advisor to the Board on matters pertaining to the school administration or the School District, and he will inform the Board as to administrative action taken on its behalf. The Superintendent shall recommend, effect or cause to be effected, the policies and programs of the Board as may be adopted. He will faithfully and diligently fulfill all the duties and obligations incumbent upon him as the executive head of the administrative section of the school system and the School District.

No later than the 30th day of March of each year of this Contract, the Board shall review with the Superintendent his job performance.

This Contract does not confer tenure on the Superintendent in the position of Superintendent or any other administrative position in the School District.

As specified in Board Policy, the Superintendent may attend professional meetings at the local, state, and national levels. Actual and necessary expenses of said attendance to be paid by the School District.

The Superintendent agrees to have a comprehensive medical examination once every year. A statement certifying to the physical competency of the Superintendent shall be submitted to the President of the Board and shall be treated as confidential information. The cost of said physical examination and reports shall be paid by the School District.

The Board agrees to compensate the Superintendent at the annual rate of One Hundred Five Thousand (\$105,000) Dollars for the period of July 1, 2012 through June 30, 2013.

**Benefits**

The Superintendent shall be eligible for and receive or participate in the benefit plans or programs listed below. During the term of this Agreement, however, should the Board make benefit plan or program changes generally applicable to District employees not covered by the collective bargaining agreement between the School District and the Bridgman Five-C Education Association MEA/NEA, the Board may apply those changes to these plans or programs.

1. The District shall pay the contribution to the Michigan Public Schools Employees' Retirement Fund, commonly referred to as the Noncontributory Plan, in compliance with the law.
2. The District shall provide to the Superintendent group health and hospitalization insurance, dental insurance, vision insurance and long-term disability insurance. Term life insurance and accidental death and dismemberment insurance in the amount of one hundred thousand (\$100,000) dollars shall be provided.
3. The amount of three hundred dollars per month (\$300.00) shall be paid to the Superintendent should he opt to not enroll in the health and hospitalization insurance plan. The opportunity to participate in an approved tax sheltered annuity program will be provided should the Superintendent choose to

- purchase an annuity using pretax dollars in lieu of health and hospitalization insurance.
4. The Superintendent shall be entitled to ten (10) days absence annually without loss of salary for personal illness, illness of children or spouse, or a serious illness of the immediate family, as defined in the Teachers' Master Contract. Any unused portion of such ten (10) days may be accumulated up to a limit of one hundred (100) days, which may be used for personal illness.
  5. The Superintendent is entitled to twenty (20) vacation days annually. Vacation days must be utilized during the year in which they are accumulated unless accumulation of up to ten (10) days is approved by the President of the Board.
  6. The Superintendent shall also receive the following paid holidays:
    - (a) Independence Day
    - (b) Labor Day
    - (c) Thanksgiving (2 days)
    - (d) Christmas (2 days)
    - (e) New Year's Day
    - (f) Presidents' Day
    - (g) Good Friday
    - (h) Memorial Day
  7. It is recognized by the parties to this Agreement that the Board will pay a two hundred (\$200.00) dollar automobile allowance monthly to cover all mileage traveled by the Superintendent on School District business.
  8. The Superintendent shall receive a \$1,500 graduate tuition allowance per year, upon submission of an invoice from an accredited college or university to the Business Office.

**Role Model:** The Superintendent understands that the position for which he has been hired is an administrative position in the School District with considerable responsibility. The Superintendent understands that this position has high visibility in the School District and, in that capacity, the Superintendent is viewed as a role model for students, staff and the School District community. The Superintendent agrees to act in a professional manner consistent with School District policies, practices, rules, regulation and state and federal law.

**Termination of Contract and Non-Renewal of Contract:**

- A. The Board shall be entitled to terminate the Superintendent's Contract at any time during the term of this Contract for cause. "Cause" shall be defined as an act of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, theft, conviction of a crime (misdemeanor or felony), failure to properly correct or cease any insubordination, failure to comply with directives or instructions, failure to hold such valid and current certificates, licenses and/or other credentials which are required for the position assigned, any action or omission to act which the Board believes does or may materially and adversely affect its programs or operations, or any other material breach of the Superintendent's obligations under this Contract. Any termination for cause shall be effective immediately and the Superintendent's compensation shall be terminated immediately.

The Board may terminate the employment of the Superintendent at a meeting of the Board after such meeting is duly noticed and the Superintendent is provided at least thirty (30) calendar days written notice that a recommendation will be brought before the Board to terminate the employment of the Superintendent for cause. Pursuant to the Open Meeting Act, the Superintendent may request that the Board consider such recommendation in Closed Session.

- B. The Superintendent may be laid off from employment should the Board determine, in the exercise of its discretion, that financial circumstances warrant such layoff, e.g., decline in state aid, decline in enrollment, increased costs. The Superintendent will be given thirty (30) calendar days written notice prior to layoff. While the Superintendent shall receive rights pursuant to COBRA, the School District, however, shall have no further obligation to compensate the Superintendent beyond the effective date of layoff, except as may be required by federal and state law.

- C. The Board specifically reserves the right to nonrenew this 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 before 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.
- D. The Superintendent may voluntarily terminate employment under this Contract at any time providing thirty (30) days advance written notice to the Board President. Such voluntary termination shall take effect on the last date of the thirty (30) day period, or sooner if mutually agreed. The Superintendent's compensation shall terminate as of the effective date of such termination.

**Severability:** If any provision of this Contract is ruled illegal or unenforceable by a court of competent jurisdiction, the remainder of the Contract not affected by the ruling shall remain valid and in effect.


**Governing Law:** This Contract shall be governed by and interpreted in accordance with the laws of the State of Michigan.

**Entire Agreement:** This instrument contains the entire agreement of the parties relating to the subject matter and may not be waived, changed, modified, extended or discharged orally but only by agreement in writing and signed by both parties.


**Headings:** The headings of the sections of the Contract are for convenience only and shall not affect the meaning or construction or limit the scope or intent of any of the provisions of this Agreement.

  
\_\_\_\_\_  
Superintendent of Schools

Date: 4-24-12

  
\_\_\_\_\_  
President of the Board of Trustees  
Bridgman Public Schools

Date: 4-23-12

  
\_\_\_\_\_  
Secretary of the Board of Trustees  
Bridgman Public Schools

Date: 4-23-12