

BRIDGMAN PUBLIC SCHOOL DISTRICT
Employment Contract
Superintendent

This contract is between the Bridgman Public School District Board of Education (subsequently referred to as “Board” or “School District”) and **Shane M. Peters** (subsequently referred to as “Superintendent”).

1. **Term**: The Board agrees to employ Superintendent for the term beginning July 1, 2016 through June 30, 2019. Any extension of this Contract, except pursuant to Section 1229 of the Revised School Code, must be in writing and executed by both parties.
2. **Teacher Certification**: For purposes of this Contract, The Superintendent is not required to hold certification as a teacher under Michigan law (the Michigan Teachers’ Tenure Act, MCL 38.71, et. seq.; the revised School Code, MCL 380.1, et. seq.).
3. **Credentials**: Superintendent will meet the requirements of the Revised School Code, e.g. for continuing education as provided by Section 1246.
4. **Tenure Exclusion**: Superintendent shall not be deemed to be granted, nor shall The Superintendent acquire, tenure as an administrator in the above referenced position or in any other non-classroom or non-teaching position to which The Superintendent may be assigned.
5. **Exempt Position**: The Superintendent understands that while “regular” business hours for the central office are from 7:30 a.m. - 4:00 p.m., the position of Superintendent is one of considerable responsibility and requires that The Superintendent work beyond regular central office hours. The Superintendent understands that this is an “exempt” position for purposes of the federal Fair Labor Standards Act and is therefore, not eligible for compensation for “overtime.”
6. **Duties**: 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.

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

7. **Evaluation:** The Board shall review the Superintendent's job performance no later than the 30th day of March of each year of this Contract.
8. **Compensation:** The Board agrees to compensate the Superintendent at the annual rate of One hundred and seventeen thousand, one hundred and nine dollars (\$117,109) for the period of July 1, 2016 through June 30, 2017.
9. **Fringe 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:

Health: The District shall provide to the Superintendent group health and hospitalization insurance, dental insurance, vision insurance and long-term disability insurance.

Life/Accidental Insurance: Term life insurance and accidental death and dismemberment insurance in the amount of one hundred thousand (\$100,000) dollars shall be provided.

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.

Sick Pay: The Superintendent is provided ten (10) days of sick leave for each contract year for personal or immediate family illness, subject to accumulation and rollover from year-to-year, up to a maximum of 100 days which may be used for personal illness. "Immediate family" is defined in the B.E.A. Master Agreement, page 11. Employee may be required to provide a statement from Employee's treating physician, subject to the Superintendent's satisfaction, should Employee be absent from work more than five (5) days consecutively. Other leave time is provided consistent with page 11, Article 7, Sections 1 - 10 of the B.E.A. Master Agreement. No compensation shall be paid to the Employee for unused, accumulated sick days at the time Employee leaves the employment of the Board for any reason.

Paid Holidays: The Superintendent is entitled to the following ten (10) paid holidays:

(a) Independence Day	(f) Memorial Day
(b) Labor Day	(g) Floating Holidays (2 days)
(c) Thanksgiving (2 days)	
(d) Christmas (2 days)	
(e) New Year's Day	

Vacation: 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.

Automobile Allowance: It is recognized by the parties to this Agreement that the Board will pay a two hundred and fifty dollar (\$250.00) automobile allowance monthly to cover all mileage traveled by the Superintendent on School District business.

Family and Medical Leave Act: Vacation, sick leave and other leave time available to the Superintendent shall be counted against any leave available and taken by the Superintendent pursuant to the Family and Medical Leave Act.

Tuition Allowance: 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.

10. **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.

11. **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.

12. **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.

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

- 14. **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.

- 15. **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.

**BRIDGMAN PUBLIC SCHOOL DISTRICT
BOARD OF EDUCATION**

Dated: _____

By: _____
Its: President

Dated: _____

By: _____
Its: Secretary

Dated: _____

By: _____
Superintendent