

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 January 1, 2019 through June 30, 2021. 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. **Credentials:** Employee represents that he possesses, holds, and will maintain all certificates, credentials, and qualifications required by law and regulation, including the provisions of the Michigan Revised School Code, the regulations of the Michigan Department of Education, those required by the School District to serve in the position assigned. Employee agrees, as a condition of his continued employment, to meet and maintain all certification and continuing education requirements.
3. **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.
4. **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."
5. **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

6. **Evaluation:** The Employee's performance shall be evaluated by the Board of Education at least annually using multiple rating categories that take into account data on student growth to the extent required by Section 1249 and 1249b or their successors
7. **Compensation:** The Board agrees to compensate the Superintendent at the annual rate of \$124,237 for the period of January 1, 2019 through December 31, 2019.
8. **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.

The Employee agrees that the School District has the right to allocate responsibility for a portion of the cost of the health insurance benefits specified above, as may be determined by the District, in its discretion. However, the contribution shall not be less than the amount determined by the School District to be necessary to comply with the Publicly Funded Health Insurance Contribution Act, 2011 PA 152. The School District will notify the Employee of the amount for which he or she is responsible in excess of the paid benefit plan cost contributions. The Employee agrees that the amount of the benefit plan cost contributions designated by the School District as his or her responsibility shall be payroll deducted from Employee's compensation.

The School District shall not be required to remit premiums for any insurance coverage for the Employee and his or 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. The Employee is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The School District, by remitting the premium payments required to provide the above-described insurance coverage, shall be relieved from all liability with respect to insurance benefits.

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.

District Paid Annuity

The Superintendent shall receive deferred compensation in the form of a tax sheltered annuity in the amount of \$1,000 for the 2019 calendar year to be placed in an Employer 403B Plan.

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 Board President'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 dollars (\$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.

9. **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.
10. **Termination of Contract and Non-Renewal of Contract:** The Board shall be entitled to terminate the Employee's Contract at any time during the term of this Contract when it determines that Employee has engaged in 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, any action or omission to act which the Board believes does or may materially and adversely affect its programs or operations, or any other causes that are not arbitrary and capricious.
11. **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.

12. **Governing Law:** This Contract shall be governed by and interpreted in accordance with the laws of the State of Michigan.
13. **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.
14. **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: 12/17/18

By: Eric D. Ramos
Its: President

Dated: 12/17/18

By: Stephen DeMentore
Its: Secretary

Dated: 12/17/2018

By: S. M. P. O.
Superintendent