

SAULT STE. MARIE AREA PUBLIC SCHOOLS
SAULT STE. MARIE, MICHIGAN 49783

***SUPERINTENDENT
CONTRACT OF EMPLOYMENT***

This contract is made and entered into as of the 12th day of March 2012, between the Board of Education of the Sault Ste. Marie Area Public School District, hereinafter referred to as the "Board of Education" and Timothy Hall, hereinafter referred to as "Administrator".

WHEREAS, the Board of Education at a meeting held on the 12th day of March, 2012, approved the employment of Administrator as Superintendent in accordance with the terms and conditions of this contract; and

WHEREAS, Administrator desires to be employed by the Board of Education in accordance with the terms and conditions of this contract;

NOW, THEREFORE, in consideration of the mutual promises contained in this contract, it is agreed between the parties, as follows:

1. **TERM** - The Board agrees to employ Dr. Timothy Hall as Superintendent of its schools for the term of 3 years from July 1, 2012, to and including June 30, 2015 subject to extension and termination as provided in Paragraphs 4 and 13.

The Board shall review this contract with the Superintendent annually, and shall, on or before March 31ST of each ensuing year, take official action determining whether or not it is extended for an additional year, and notify the Superintendent of its action in writing. If no action is taken by the Board, the contract shall be deemed to have been renewed for an additional year.

2. **DUTIES** - Administrator represents that he possesses, holds and will maintain all credentials and qualifications required by law, including the regulations of the Department of Education and certificates, credentials and qualifications required by the Board of Education to serve in the position of Superintendent of Schools. If at any time Administrator fails to maintain all certificates, credentials and qualifications for the position of Superintendent of Schools as required herein, this contract shall automatically terminate and the Board of Education shall have no further obligations hereunder. Administrator shall perform the duties of Superintendent of Schools as prescribed by the School Code of the State of Michigan and by the rules and regulations of the State Board of Education and as may be established, modified and/or amended from time to time by the Board of Education.

Administrator agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position of Superintendent of Schools as required and assigned. Administrator agrees to faithfully perform those duties assigned by the Board of Education and to comply with the directives of the Board of Education with respect thereto. Further, Administrator agrees to comply with and

fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board of Education to carry out the educational programs and policies of the School District for which he is responsible during the entire term of this Agreement. Further, Administrator pledges to use his best efforts to maintain and improve the quality of the operation of the School District and constantly promote efficiency in all areas of his responsibility.

3. **EVALUATION** - Annually, but no later than the last day of March of each year during the term of this contract, the Board of Education shall review with Administrator his performance as Superintendent of Schools. The Administrator shall remind the Board of Education of this responsibility in January of the same calendar year.
4. **EXTENSION** - This contract may be extended either by option of the Board of Education or by operation of law as follows:
 - A. **Board Option** - The Board of Education, no later than the last day of March of each year during the term of this contract, may extend the contract for an additional one-year period by resolution adopted at a duly convened public meeting of the Board. In exercising this option, the Board of Education also shall establish the annual salary to be paid to the Administrator for the school year included in the extension. All other terms and conditions of this contract shall remain unchanged unless explicitly modified by Board resolution extending the contract.

The Board of Education in its sole discretion and with or without cause may decline to extend this contract for an additional year.
 - B. **Operation of Law** - Unless the Board of Education gives written notice of non-renewal of this contract to Administrator at least 90 days before the contract's termination date, this contract will, without further action, be automatically renewed for an additional one-year period as provided by Public Act 183 of 1979. Administrator annually shall advise the Board of Education of this obligation during the month of January.
5. **TENURE DENIAL** - Administrator agrees that he shall not be deemed to be granted continuing tenure in the position of Superintendent of Schools 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 of any employment assignment with the School District. Nor shall the decision of the Board of Education not to continue to renew the employment of Administrator for any subsequent period in any capacity, other than as a classroom teacher as may be required by tenure law, be deemed a breach of this Agreement or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

6. **MEDICAL EXAMINATION** - Administrator shall submit to such medical examinations, supply such information and execute such documents as may be required by any underwriter, policyholder, or third party administrator providing insurance programs specified under this contract. Additionally, the Board of Education may request release of medical information necessary to determine if Administrator is capable of performing the duties required in his assignment. The Board of Education may require that Administrator have a comprehensive medical examination as may be deemed necessary. If such an examination is required, a statement shall be filed with the Secretary of the Board certifying to the physical fitness and physical capability and/or mental competency of Administrator to perform his duties. Medical information provided under this agreement shall be treated as confidential by the Board of Education. Should the Board of Education exercise its prerogative under this provision to require a medical examination, the cost of physician services for said examination will be borne by the School District to the extent not covered by health insurance provided by the Board of Education.

7. **DISABILITY** - The Board of Education shall be entitled to terminate this contract during its term in the event of Administrator's inability to perform his position responsibilities for a period of ninety 90 calendar days or more due to mental or physical disability.

8. **COMPENSATION** - The Board of Education shall pay to Administrator a salary of not less than \$110,000 for the school years 2012-2013, 2013-2014 and 2014-2015. The salary shall be paid in equal installments over the school year. The Board of Education retains the right to adjust the salary during the continuation of this contract, but an adjustment shall not reduce the annual salary below the figures specified in this paragraph.

9. **FRINGE BENEFITS**

HEALTH INSURANCE – The Board of Education will pay up to the amounts listed below for Health coverage for the Administrator. The Administrator may choose any plans currently offered and available by the district. Any amount not used during the year for health coverage will be paid into an annuity in June of each year. Should the Insurance costs exceed the monthly amounts listed below; the difference will be paid monthly via payroll deduction.

Health Caps per PA 152 (SB7)
 1 person - \$458 2 person - \$916 Family - \$1,250 (monthly)

Long Term Disability 66 2/3%
 \$3,500 maximum
 90 calendar days - modified fill
 Freeze on offsets
 Alcoholism/drug addiction 2 year
 Mental/nervous 2 year

Negotiated Life Two (2) times salary to the nearest \$1,000

Leaves:

Sick Leave	1.67 days per month (unlimited accumulation).
Family Illness	3 days per year - 2 additional deducted from sick leave
Personal Business	4 days per year
Funeral Leave	5 days per death in immediate family

VACATION - Administrator shall be entitled to twenty-five (25) working days of paid vacation, exclusive of legal holidays, during each year of this Agreement. Such vacation period shall be with pay and shall be selected by Administrator during periods of time least disruptive to the operations of the School District. The maximum carryover of vacation days shall be twenty (20) days. Up to twenty-five (25) days of accrued vacation shall be reimbursed at the Administrator's current contract rate upon termination, retirement or non-renewal of contract.

Legal holidays are New Years Day and the Day preceding, Good Friday, Easter Monday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the Day following, Christmas Day and the Day following.

TRANSPORTATION - The Board of Education shall reimburse Administrator at the Board of Education approved mileage rate in conducting business in accordance with the position of Superintendent of Schools. Administrator shall receive Board approval for out of state travel.

TERMINAL LEAVE - Should the Administrator resign or retire from the District and is eligible to receive vested benefits under the Michigan Public School Employee's Retirement System, and has accumulated unused sick days in excess of one hundred fifty (150) days, will receive upon retirement, a one-time payment to an annuity for the number of unused sick days accumulated during their last eight (8) to eleven (11) years of employment with the District, according to the following procedure:

.0025 of current Administrator salary base for each unused sick day earned during the last eight (8) to eleven (11) years.

10. **MERGER** - This agreement sets forth the entire agreement between the parties and fully supersedes any and all prior agreements, representations and/or understandings between the parties. All prior agreements, representations and/or understandings between the parties are hereby extinguished. Administrator acknowledges and agrees that in executing this agreement he is not relying on any representation by the Board of Education not set forth in this agreement.
11. **MODIFICATIONS** - The terms of this agreement may not be revised by oral and/or written statements made by individual Board of Education members or any other

representative or agent of the Board of Education. No change or modification of this contract of employment shall be valid or binding unless it has formally been approved by the Board of Education at a duly convened public session of the Board and is in writing and signed by Administrator and the Board of Education. No waiver of any provisions of this contract shall be valid unless it is in writing, signed by Administrator and the Board of Education and formally approved by the Board of Education at a duly convened public session of the Board.

12. **SEVERABILITY** - 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; however, that no such severability shall be effective if it materially changes the economic benefit of the Agreement to any part.
13. **TERMINATION** - The Board of Education shall be entitled to terminate Administrator's employment at any time during the term of this contract for acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetence, inefficiency or if Administrator materially breaches the terms and conditions of this Agreement. In the event that the Board of Education undertakes to dismiss Administrator during the term of this contract, he shall be entitled to written notice of charges and an opportunity for a hearing before the Board of Education. In the event of termination of employment during the term of this Agreement, this contract shall automatically terminate and the Board of Education shall have no further obligation hereunder.

The foregoing standards for termination of this contract during its term shall not be applicable to non-renewal of this contract at the expiration of its term, which decision shall be made by the Board in its sole discretion and with or without cause.

IN WITNESS WHEREOF, the parties have duly executed this Superintendent's contract of Employment as of the day and year written in the opening paragraph.

FOR THE BOARD OF EDUCATION

Fennith A. Hemming 3/12/2012
President date

[Signature] 3/12/2012
Secretary date

BY ADMINISTRATOR

[Signature] 3/12/12
Superintendent date