

EMPLOYMENT CONTRACT  
BETWEEN  
SUPERINTENDENT  
AND THE  
BREITUNG TOWNSHIP SCHOOL DISTRICT BOARD OF EDUCATION

THIS CONTRACT OF EMPLOYMENT, made as of this 1st day of July 2011, by and between the Breitung Township School District Board of Education, hereinafter called "Board", and Craig E. Allen, hereinafter called "Allen" or "Superintendent", WITNESSETH:

WHEREAS, Allen represents that he is qualified to serve the Breitung Township School District in the capacity of Superintendent, and

WHEREAS, the Board is desirous of employing Allen as Superintendent of the Breitung Township School District on the terms and conditions described herein;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Board agrees to employ Allen as its Superintendent for the period from July 1, 2011, to and including June 30, 2016. After the first contract year, Allen and the Board can negotiate additional years to the length of the contract.

This contract shall be automatically renewed for an additional one (1) year period unless the Superintendent is provided notification of non-renewal of contract, in writing, in accordance with the terms of section 1229 of the School Code (and any subsequent amendments or successors of section 1229) as applicable to superintendent contracts of employment. After issuance of the written statement notifying Superintendent that non-renewal of this contract is being considered, but before actual notice of non-renewal is issued, Superintendent shall be given the opportunity to meet with not less than a majority of the Board to discuss the reasons for non-renewal. It is the responsibility of the superintendent to inform the board and request a performance evaluation prior to the first date the Board must act under section 1229 as amended or as succeeded.

2. As Superintendent, Allen agrees to perform his duties in a competent and professional manner, subject to the established policies and regulations of the board of education and the laws of the State of Michigan.
3. As Superintendent, Allen shall have charge of the administration of the schools under the direction of the Board. He shall be the chief executive officer of the Board; shall direct and assign teachers and other employees of the schools under his supervision; shall organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the District, subject to the approval of the Board; shall select all personnel, subject to the approval of the Board; shall from time to time suggest regulations, rules, and procedures deemed necessary for the well ordering of the school district, and in general, perform all duties incident to the office of the Superintendent and such other duties as may be prescribed by the Board from time to time. The Board, individually and collectively, shall promptly refer all criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendation. The Superintendent shall have the right to attend all Board meetings and all Board and citizen committee meetings, serve as an ex-officio member of all School Board committees, and provide administrative recommendations on each item of business considered by each of these groups.
4. This is a "260 day contract". The Superintendent shall be deemed to be in the employ of the district throughout the fiscal year(s) to which this contract applies. The normal work days shall be Monday through Friday each week, excluding recognized holidays as set forth in the attached Schedule of Administrative Fringe Benefits and vacation days as described below.

5. In the event the Board stipulates, for any reason, that additional compensation is to be paid to the Superintendent on a per diem basis, the per diem rate shall be determined by dividing the annual salary amount by 260.
6. The Superintendent represents that he will meet any requirements for certificates and credentials which may be required by law to serve in the capacity specified above. Failure by the Superintendent to comply with any such requirements shall be grounds sufficient for termination of this contract by the Board.
7. The Board agrees to pay Allen the sum of One Hundred Fifteen Thousand One Hundred Two and 00/100 Dollars (\$115,102.00) as annual salary for the 2011-2012 year of which \$115,102.00 is to be paid as a base wage for services rendered.

The salary is to be paid in bi-weekly installments. The salary for 2012-2013 shall be \$117,997, for 2013-2014 shall be \$120,964, for 2014-2015 shall be \$124,007, and for 2015-2016 shall be determined. The salary for any subsequent year of this contract shall not be less than the prior year's salary, but may be more. As additional remuneration for Superintendent's services, the Board shall pay 3% of Superintendent's base salary into a 403b annuity account on an annual basis. As additional remuneration for such services and further as an inducement for Superintendent to remain in the employment of the Board, commencing with the first payroll of the 20011-2012 school year, the Board shall purchase universal service credit in MPSERS, on Superintendent's behalf, at the rate of \$230.00 per pay period for the next five years or until payoff is complete at which time it becomes salary compensation. In the event that Superintendent voluntarily resigns his employment, the Board's obligation to make such payments shall cease. In the event that Superintendent's employment is terminated by the Board, then provided that Superintendent signs a release of all claims in a manner satisfactory to the Board, the Board shall then be obligated to ensure that it has purchased a total of four (4) years of universal service credit for Superintendent as of the effective date of termination. The Board will contribute a \$500 off schedule payment to offset January start of the \$500/\$1000 deductible on insurance.

8. Insurance and fringe benefits shall be as described in the Schedule of Superintendent Fringe Benefits which is attached to and made part of this contract. In addition, the Superintendent shall be paid an annual local mileage allotment based on 5,000 miles at the IRS approved rate, to be paid on the first pay date of each quarter.
9. The Superintendent shall be entitled to 30 vacation days for the 20011-2012 year, and one additional day each year thereafter until it reaches 30 days. The entitled days may be carried over to subsequent years, but at no time may vacation bank exceed two times the entitlement. As of June 30 of the current fiscal year, unused vacation days that would otherwise be lost upon entering in to the next fiscal year, shall be paid at the daily rate on the last payroll in June. Upon retirement or severance from the district, the board shall pay that year's daily rate for unused vacation days.
10. Allen agrees to a full medical examination every other year if same is included within the benefits provided by the designated insurance plan. The board may require that the superintendent have a comprehensive medical examination if it may be deemed necessary to ensure that Superintendent is able to perform the essential functions of Superintendent. The board may name the examining medical doctor and/or medical facility. The results of such medical examination may be reviewed by both the Superintendent and the board, but will not be reviewed in public without the Superintendent's prior consent.

11. The Superintendent shall attend appropriate professional meetings at the local, state, and national levels and shall be reimbursed for his/her expenses in connection therewith and for any other reasonable out-of-pocket expenses incurred on behalf of the Board. In addition, the Board shall reimburse the Superintendent each year for the actual cost of graduate courses approved by the Board President up to an annual limit of 6 credits.
12. It is mutually agreed that this Contract does not confer tenure upon Allen in the above described position or any other non-classroom position within the District.
13. The Board shall provide, at no cost to the Superintendent, legal counsel and representation in any legal action brought against him in his capacity as Superintendent of the Board, and shall either hold harmless or insure him adequately against all liability that results from his performance in the course and scope of his employment by the Board.
14. It is mutually understood that this Agreement may be terminated by the Board for willful violation by the Superintendent of any rules, regulations, directives, or policies of the Board; for violation of any of the terms of this Contract; or for legal and just cause, including but not limited to misconduct, inefficiency, or lack of legal qualifications. Prior to such termination, the Board shall provide the Superintendent with written notice of charges and an opportunity for a hearing before the Board. The Board's decision after a hearing shall be final and binding.
15. This is the entire agreement between these parties. There are no other or further promises or inducements between them. Any prior oral agreements or understandings are superseded by this Agreement. This Agreement may not be modified except in writing and approved by the Board and Superintendent in writing in accordance with the Michigan Open Meetings Act.

IN WITNESS WHEREOF, the parties hereto have affixed their hands on the day and year first written above.

BREITUNG TOWNSHIP SCHOOLS DISTRICT  
BOARD OF EDUCATION

by Charles Novara  
President

by Jan G. Z  
Secretary

C Allen  
Superintendent

**BREITUNG TOWNSHIP SCHOOL DISTRICT**  
**SCHEDULE OF SUPERINTENDENT FRINGE BENEFITS**

**A. Insurance**

Upon proper application by the Superintendent, subject to limitations below, the board shall pay the premiums for the following group insurance coverage:

Effective July 1, 2011, the Board's contribution towards the monthly health insurance, dental, vision, life and LTD monthly premium shall not exceed \$608/month for single, \$1,230/month for two person and \$1,367/month for full family coverage.

\*\$500 of schedule payment that will be spread throughout the year to be used toward the \$500/\$1000 for the January 2011 – January 2012 cycle.

(Plan B – the board will contribute 85% of the premium for superintendents electing Plan B coverage.)

**B. Sick Leave**

The Superintendent shall be entitled to fifteen days per year sick leave, with no limit on the accumulation. The rules for the use of sick leave shall be the same as those established for teachers under the master contract.

**C. Personal business Days**

Reasonable use of personal business days may occur as approved by the Board of Education. Except in the case of emergency, the Superintendent shall give the Board of Education at least one day advance notice of intent to use a personal business day.

**D. Professional Organization Dues**

The board shall pay for the Superintendent's memberships in the following professional organizations: AASA, MASA, and Regional.

**E. Conference Expenses**

Upon written request, and with the PRIOR approval of the Board of Education, costs of attendance at conferences shall be paid in full when substantiated with appropriate documentation and/or receipts.

**F. Use of Personal Vehicle**

The Superintendent shall be paid an annual local mileage allotment based on 5,000 miles at the board approved mileage rate, to be paid on the first pay date of each quarter. In addition, the Superintendent shall be reimbursed at the board approved rate per mile for the use of his personal vehicle when conducting job related activities outside the district.

**G. Holidays**

The following holidays are recognized for the Superintendent:

1. Labor Day
2. Thanksgiving Day
3. Day after Thanksgiving Day
4. Day before Christmas
5. Christmas Day
6. Day before New Years Day
7. New Years Day
8. Good Friday
9. Easter Monday
10. Memorial Day
11. Fourth of July

# Memo

**To:** Administrators, Supervisors and Superintendent's Secretary  
**From:** The Business Office  
**Date:** July 14, 2011  
**Re:** Insurance Rates for 7-1-2011 through 6-30-2012

The new insurance rates have been received for the upcoming plan year (7-1-2011 through 6-30-2012). The board will pay \$1,367/month for full family, \$1,230/month for two person and \$608/month for single coverage of the premium. For Pak B coverage employees will continue to pay 15%. The following figures are the annual amounts which will be deducted over 26 pays starting July 14, 2011.

<u>Administrators</u>	<b>Total Yrly Premium</b>	<b>Board Contribution</b>	<b>Employee Contribution</b>	<b>Per Pay Amount</b>
Family	20166.13	16404.00	3762.13	144.70
2-person	17520.36	14760.00	2760.36	106.17
Single	8306.93	7296.00	1010.93	38.88
<b>Pak B</b>				
Family	3268.92	2778.58	490.34	18.86
2-person	2363.76	2009.20	354.56	13.64
Single	1713.72	1456.66	257.06	9.89

The above figures reflect one month under the plan as is was last year and 11 months under the new plan (which just changes the office visit copay to \$20).

Please Note: If you sign up for the Cafeteria Plan, your deductions will be pretax without any adverse effect on your retirement calculation.

Insurance – Admin 2011-2012 Memo

*Breitung Township Schools ~ Dickinson-Iron Intermediate School District  
 Iron Mountain Public Schools ~ Iron Mountain-Kingsford Community Schools*

