EMPLOYMENT CONTRACT BETWEEN Jeffrey J. Hall AND

THE BOARD OF TRUSTEES OF THE SWARTZ CREEK COMMUNITY SCHOOL DISTRICT SWARTZ CREEK, GENESEE COUNTY, MICHIGAN

IT IS AGREED by and between the BOARD OF TRUSTEES OF THE SWARTZ CREEK COMMUNITY SCHOOL DISTRICT, SWARTZ CREEK, GENESEE COUNTY, MICHIGAN, hereinafter referred to as the "Board" and **Jeffrey J. Hall** hereinafter referred to as the "Superintendent", to employ said Jeffrey J. Hall in the capacity of Superintendent of Schools under the Authority of the Board and it's successors for the period of 3 years from July 1, 2011 through June 30, 2014.

The Board shall evaluate the Superintendent on or before March 31, 2012 and shall take action to renew or not renew the Superintendent's contract for an additional one year. It shall be the responsibility of the Superintendent to schedule an evaluation with the Board and to inform the Board regarding the time line to consider renewal.

The Superintendent agrees to perform all duties and responsibilities assigned in a competent and professional manner and to render satisfactory services in his assignment in accordance with present and future rules and regulations of the Board and applicable laws and regulations of the State of Michigan and the United States.

The Superintendent represents that he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Department of Education and those required by the Board to serve in the position assigned. Additionally, the Superintendent agrees, as a condition of his continued employment, to meet all continuing education requirements for the position assigned, as are and may be required by law and/or by the State Board of Education. If at any time the Superintendent fails to maintain all certificates, credentials, continuing educational requirements and/or qualifications for the position assigned as required herein, this contract shall automatically terminate and the Board shall have no further obligation hereunder.

The Board agrees to compensate the Superintendent a base salary of \$140,000 for the period of July 1, 2011 to June 30, 2012. An additional \$5,000 compensation, to be prorated, upon proof of successful completion of Doctoral Degree.

The Board and Superintendent agree that upon written notice of either party prior to July 1, 2012 and July 1st of each ensuing school year covered by this contract, the annual base salary for ensuing school years may be opened for negotiations provided, however, the annual base salary shall not be less than ONE HUNDRED FORTY THOUSAND DOLLARS (\$140,000).

In addition, the Board agrees to include other compensation in an amount equal to THREE THOUSAND DOLLARS (\$3,000) as annual compensation to the Superintendent for duties performed and agrees that the other compensation is applicable to retirement as part of the total compensation package.

The District agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual capacity, or in his official capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting within the scope of his employment.

The Board shall provide liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgments resulting from his functioning as Superintendent and will reimburse him for any portion of such expense and judgments not covered by insurance. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

The Board of Education of the Swartz Creek Community School District shall provide the Superintendent with the following benefits:

- 1. The Swartz Creek PPO Health Care plan with full family coverage and 5/10/20 copay on prescription drugs. If the Superintendent elects not to receive group health and hospitalization benefits, he will be paid cash-in-lieu of health care totaling no more than \$291.66 month beginning in October of each fiscal year.
- 2. Dental Care Plan with ortho. rider, 100-100-100.
- 3. A life insurance policy in a face amount of ONE HUNDRED THOUSAND AND NO/100 (\$100,000) DOLLARS. The beneficiary of said policy shall be designated by the Superintendent.
- 4. A long-term disability plan. Such plan shall provide protection against long-term disability with the following provision:
 - After forty-five (45) days or expiration of accumulated sick leave, whichever is greater, the plan pays a monthly benefit of sixty-six and two thirds (66 2/3%) percent of the Superintendent's basic monthly earnings.
- 5. Twenty (20) days of sick leave for each twelve (12) month period, with unlimited accumulation. Upon retirement, the Superintendent will receive payment for unused sick days at the rate of \$50 per day to a maximum of 200 days.
- 6. Vision Care Plan comparable to other administrators in the District.
- 7. Vacation days at the rate of twenty (20) days for each twelve (12) month period. Vacation days must be taken during the twelve (12) months earned unless other arrangements have been made with the Board. Unused vacation days not to exceed five (5) days per contract year shall be paid at the current daily rate, as of June 30 of the current year.

8. Paid holidays as determined annually by the Board of Education as follows:

New Year's Eve Day New Year's Day Good Friday Spring break Monday

Friday after Thanksgiving Christmas Eve Day

Memorial Day July 4th Christmas Day

Labor Day

Thanksgiving

President's Weekend (when on

Adopted Board calendar)

9. The District shall reimburse the Superintendent for all reasonable expenses, excluding mileage and all auto expenses, resulting from the performance of his duties as Superintendent.

10. The Superintendent may attend professional meetings at the local and state levels. The expenses of said attendance to be paid by the District. The District shall pay the Association dues of the Superintendent for the American Association of School Administrators, the Michigan Association of School Administrators and the M.A.S.A. Region in which the School District is located, as well as other appropriate affiliations as approved by the Board.

It is mutually understood and agreed that the Superintendent shall not be granted continuing tenure in the administrative position by virtue of this contract.

The Board and Superintendent agree that upon direction of the Board, the Superintendent will submit to a physical and/or mental examination by a licensed physician, who shall be selected by the Board and the cost of which shall be paid by the District.

This Employment Contract shall be subject to all of the applicable laws and statutes of the State of Michigan.

6-23-1)
Date

Jeffrey J. Hall

Superintendent of the Swartz Creek

Community School District

John Knickerbocker, President

Board of Trustees of the Swartz Creek

Community School District

Date

Nick Chiros, Secretary

Board of Trustees of the Swartz Creek

Community School District

Date

6/23/11