

**ADMINISTRATOR CONTRACT
POSITION OF SUPERINTENDENT OF SCHOOLS**

The Board of Education of the Breckenridge Community School District of Gratiot, Midland, and Saginaw Counties, Michigan, hereinafter designated as the *BOARD*, and SEAN R. MCNATT, hereinafter designated as the *SUPERINTENDENT*, do, in consideration herein specified, agree as follows:

FIRST: This *BOARD* agrees to employ SEAN R. MCNATT as Superintendent of its schools for the term of three years from July 1, 2011, and including June 30, 2014.

SECOND: The *SUPERINTENDENT* hereby accepts such employment and agrees to perform faithfully the duties of his office and to devote his entire time and attention and his best talents in the field of education exclusively to the benefit of this *BOARD* and the Breckenridge Community School District during the term of this agreement provided however, that the *SUPERINTENDENT* may undertake professional consultation and speaking engagements, writing, lecturing, university classes, and/or other professional activities which are not inconsistent with his full performance of the duties of the office of *SUPERINTENDENT* of the aforementioned district.

THIRD: The *SUPERINTENDENT* is hereby granted permission to use any materials developed by him during his term of office in any publication he might author, providing he properly credits this district.

FOURTH: The *SUPERINTENDENT* shall have, in addition to those powers and duties set forth in the laws of the State of Michigan, the responsibility and power, subject to the approval of the *BOARD* and to the provisions of any applicable collective bargaining agreement, to organize, reorganize, and arrange the administrative, supervisory, teaching, and other employee groups as shall, in his judgment, best serve the educational needs of the Breckenridge Community School District. FURTHER, the administration of the instructional and business affairs of the Breckenridge Community School District shall be delegated to the *SUPERINTENDENT* and shall be administered by him with the assistance of the staff as prescribed by the *BOARD*.

FURTHER, the *SUPERINTENDENT* with assistance of his staff shall have complete responsibility for selection, placement, and transfer of personnel subject only to the duly adopted policies of the *BOARD*, to the provisions of any applicable collective bargaining agreement, and to *BOARD* approval.

FIFTH: The *BOARD* agrees to, annually, devote time to the evaluation of the *SUPERINTENDENT* and to the working relationships between the *SUPERINTENDENT* and the *BOARD*. The formal written evaluation shall take place by the July meeting of the Board of each year within the terms of this contract. A consolidated written evaluation will be given the *SUPERINTENDENT* by the president of the *BOARD*.

A mid-year informal written evaluation shall take place by the November meeting each year. This mid-year evaluation method is to be determined between the *SUPERINTENDENT* and the *BOARD*.

SUPERINTENDENT evaluation shall reflect student achievement as set per board policy.

SIXTH: The *BOARD* agrees to pay the *SUPERINTENDENT* and the *SUPERINTENDENT* agrees to accept in full payment for services to be rendered, herein under the following salary:

- (a) For the year commencing July 1, 2011, an annual salary of \$88,305.00 payable in equal bi-weekly payments for the year commencing, and terminating June 30, 2014.
- (b) The *BOARD* shall provide at their expense per year for the purchase of an annuity which is \$600 annually.
- (c) The *SUPERINTENDENT* shall serve as the Title I Director.
- (d) The *SUPERINTENDENT* should serve as chief spokesman for negotiations.
- (e) The *SUPERINTENDENT* shall serve as the Business Manager.
- (f) The *SUPERINTENDENT* shall serve as the Facilities Director.

The *BOARD* hereby retains the right to adjust the annual salary of the *SUPERINTENDENT* during the term of this contract, which any such salary adjustment shall not reduce the annual salary below the minimum annual salary prescribed here and above. Any adjustment in salary made during the term of this contract shall be in the form of a written amendment and when executed by the *SUPERINTENDENT* and the *BOARD* shall become part of this contract.

SEVENTH: The *SUPERINTENDENT* agrees to provide the *BOARD* with a minimum of sixty (60) days notice of resignation in the event the *SUPERINTENDENT* wishes to terminate his service during the term of this agreement.

EIGHTH: In addition to the aforementioned salary, the *BOARD* hereby agrees that the *SUPERINTENDENT* shall receive the following:

- (a) The *SUPERINTENDENT* shall receive twenty (20) work days' vacation with full pay each contract year, exclusive of legal holidays. However, should the *SUPERINTENDENT* not fully utilize the twenty (20) days' vacation, he may carry over twenty (20) days and accumulate up to a maximum of forty (40) days per fiscal year. Upon retirement or resignation, the Board agrees to pay the Superintendent, any unused vacation days at a pro-rated daily rate up to thirty days.
- (b) The *BOARD* agrees to reimburse \$200.00 per month for the cost of gasoline for school business.
- (c) The *SUPERINTENDENT* shall receive twelve (12) sick days per contract year. In the case that said days are not fully utilized, the *SUPERINTENDENT* may accumulate up to and including the amount other administrators can accumulate and upon retirement shall be reimbursed for any unused sick leave at a rate no higher than that of other administrators.
- (d) The *SUPERINTENDENT* shall receive two (2) personal days off per contract year for use at his discretion.

- (e) In the event the *SUPERINTENDENT* dies during the term of this contract, the *BOARD* will continue payment of salary and fringe benefits for a period of thirty (30) days to a named beneficiary.
- (f) The *BOARD* shall provide at their expense per year for the purchase of insurance coverage including health, dental, orthodontic, eye care, long term disability, and life insurance as provided to other administrators.
- (g) The *SUPERINTENDENT* shall have the support of the *BOARD* to attend appropriate professional meetings, conferences, and workshops at local and state level as is deemed appropriate by the *SUPERINTENDENT* and the *BOARD*. All expenses incurred by fact of his attendance at same will be reimbursed by the *BOARD*.
- (h) The *BOARD* agrees to purchase \$100,000 in term life insurance for the *SUPERINTENDENT*.
- (i) The *BOARD* shall place into the Michigan Public School Employees Retirement System the percentage as stipulated by law.
- (j) The *BOARD* agrees to pay the Rotary dues of the *SUPERINTENDENT*, not to exceed \$460 per year.
- (k) The *SUPERINTENDENT* agrees to have a comprehensive medical examination once every three years. A statement certifying to the physical competency of the Superintendent shall be submitted to the President of the Board of Education and shall be treated as confidential information. The district shall pay the cost of said physical examination and reports.
- (l) 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.
- (m) The district shall reimburse the *SUPERINTENDENT* for all reasonable expenses incurred for successfully completed academic university courses including: tuition, textbooks, and/or other necessary costs associated with job.

NINTH: If, during the term of this contract it is found that a specific clause of the contract is illegal in federal or state law, the remainder of the contract not affected by such a ruling shall remain in force.

TENTH: The *BOARD* agrees that it shall defend, hold harmless, and indemnify the *SUPERINTENDENT* from any and all demands, claims, suits, actions, and legal proceedings exclusive of criminal actions brought against the *SUPERINTENDENT* in his individual capacity, or in his official capacity as agent and employee of the *BOARD*, provided the incident arose while the *SUPERINTENDENT* was acting within the scope of his employment and excluding criminal litigation and as such liability coverage is within the authority of the school *BOARD* to provide under State Law.

ELEVENTH: In addition to the aforementioned provisions, the *SUPERINTENDENT* agrees to:

- (a) Remain legally qualified to act as a Superintendent of Schools in the State of Michigan.
- (b) Attend, if physically able, all regular and special meetings of the *BOARD*.
- (c) Faithfully perform all duties and responsibilities of his office, in accordance with the laws of the State of Michigan and the lawful policies and directives of the *BOARD*.

TWELFTH: In addition to the aforementioned provisions, it is mutually agreed by the parties to this Agreement that:

- (a) The *SUPERINTENDENT* shall not obtain tenure in any non-classroom capacity by virtue of his contract of employment. Tenure in the superintendency or any other administrative position is specifically withheld.
- (b) The *BOARD* and the *SUPERINTENDENT* may at any time modify, extend, or terminate this contractual agreement by mutual consent.

THIRTEENTH: It is agreed between the *SUPERINTENDENT* and the *BOARD* that failure to fulfill the obligations of this contract will be viewed by the *BOARD* as cause for discharge. It is further agreed, that, prior to any dismissal by the *BOARD* during the terms of this contract, the *SUPERINTENDENT* shall have the right of written charges, notice of hearing, and a fair hearing before the *BOARD*. If the *SUPERINTENDENT* so chooses, he may be accompanied by legal counsel at the hearing, said legal expenses to be paid for by the *SUPERINTENDENT*. The hearing before the *BOARD* will be public or private at the option of the *SUPERINTENDENT*. The *BOARD* agrees that it will not discharge said *SUPERINTENDENT* for reasons that are arbitrary or capricious during the life of this contract.

FOURTEEN: In the event of a dispute between the parties relating to any provision of this agreement, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this agreement, the parties hereby agree to submit such to binding arbitration. Such arbitration shall be conducted under the labor arbitration rules of, and administered by, the American Arbitration Association. The Arbitrators fee and expense of the American Arbitration Association shall be shared equally by the parties. All parties are entitled to have representation of their own designation: however each party shall be responsible for the cost of such respective representation.

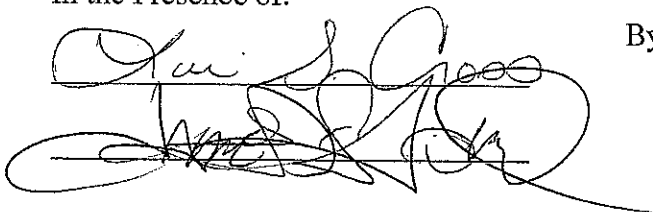
IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this 20th day of December, 2010.

BRECKENRIDGE COMMUNITY SCHOOL DISTRICT
OF BRECKENRIDGE, MICHIGAN

By: 

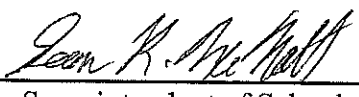
President of Board of Education

In the Presence of:



By: 

Secretary of Board of Education



Superintendent of Schools