

**SUPERINTENDENT'S EMPLOYMENT CONTRACT
BETWEEN
LOREN VANNEST
AND THE
HALE AREA SCHOOLS BOARD OF EDUCATION**

THIS CONTRACT is made and entered into on March 16, 2015, between the Board of Education of the Hale Area Schools, hereinafter referred to as the "Board of Education," and Loren Vannest, hereinafter referred to as "Superintendent."

WHEREAS, the Board of Education at a meeting held on March 16, 2015 approved the employment of the Superintendent in accordance with the terms and conditions of this contract; and

WHEREAS, the Superintendent 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.** This contract shall take effect on the 1st day of July, 2015, and continue in force thereafter through the 30th day of June, 2018, subject to extension and termination as provided in paragraph items 2 and 3.
2. **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 1st day of April each year during the term of this contract, may extend the contract for an additional period according to terms agreed to by the Board and the Superintendent.
The Board of Education in its sole discretion and with or without cause may decline to extend this contract. If the Board of Education takes no action on this section (5a.) by the end of April in any year of this contract, then this contract is automatically extended by one year on the same terms and conditions as contained herein.
 - B. *Operation of Law.* Unless the Board of Education gives written notice of non-renewal of this contract to the Superintendent 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. The Superintendent annually shall advise the Board of Education of this obligation during the month of January.
3. **TERMINATION.** The Superintendent shall be subject to discharge for good and just cause, but the Board shall not arbitrarily and capriciously dismiss him/her. No Discharge shall be effective until written charges have been served upon him/her and he/she have an opportunity for a fair hearing before the Board and after ten (10) days' notice in writing. Said hearing shall be public or private at the option of the Superintendent. At such hearing, he/she may have legal counsel at his/her own expense. (taken from MASA Contract Guidelines)

4. **DUTIES.** The Superintendent represents that he meets all Michigan requirements and holds all certificates necessary for employment by the Board of Education in this administrative position. The Superintendent agrees to perform the duties of Superintendent in a competent and professional manner in compliance with the laws applicable to the school district and the policies and regulations adopted by the Board of Education.
5. **DRUG AND ALCOHOL TESTING.** The Superintendent shall comply with the Board's policy on alcohol and drug testing.
6. **EVALUATION.** The Board shall evaluate the Superintendent at least annually by April 1st
 - A. Until legislation is enacted listing approved evaluation tools, the superintendent evaluation instrument used by the Board shall be the "MASB Superintendent Evaluation" available at: <http://www.masb.org/superintendents.aspx> or a Superintendent evaluation of its equal as agreed to by the board and Mr. Vannest.
 - B. An Effective or highly effective summary rating from the Board shall automatically trigger a one year extension of this agreement.
 - C. The final draft of the compiled evaluation and the individual member signed submissions shall be provided to the superintendent no later than December 31.
7. **TENURE EXCLUSION.** This contract does not confer tenure upon the Superintendent in the position of Superintendent or any other administrative position in the district.
8. **COMPENSATION.** A base salary of \$90,000.00 and other benefits as outlined in paragraph item 9.
9. **BENEFITS.** The Superintendent shall be provided with the following benefits.
 - A. The Superintendent shall receive no paid sick days, no paid personal business days, and no paid vacation days.
 - B. Health and prescription coverage at the District's two-person cap rate which can be used for the employee's choice of any or all of the following: medical, dental, vision, life insurance, short term disability and/or long term disability through the District's providers.
 - C. Reimbursement of expenses for professional development including memberships, registration, fees and expenses that aligns with district responsibilities and goals. By use of school vehicle and gas card or prior Board approval.
 - D. A incentive merit pay of \$5,000.00 would be granted should an annual 3% be contributed to the non-designated fund balance and an annual Effective Evaluation be determined by use of the MASB Superintendent evaluation.
10. **RETURN OF MATERIALS.** If Superintendent is discharged and contract terminated for any reason, the Superintendent will be required to return immediately to the school all information, documents, materials, and property related to District activities either created or obtained by the Superintendent as a result of or in connection with employment. Superintendent acknowledges that all such materials are, and will always remain, the exclusive property of the District.

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

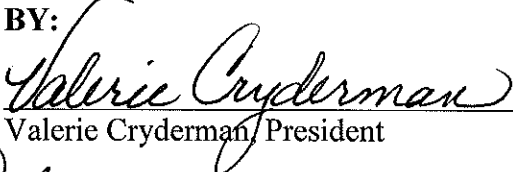
The board shall provide liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgments resulting from his functioning as Superintendent and will reimburse him for any portion of such expense and judgments not covered by insurance. In no case will individual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

12. PROFESSIONAL GROWTH AND EXPENSES. The Board shall pay with prior approval the Superintendent's reasonable expenses for attending professional meetings, other work related expenses and professional memberships.

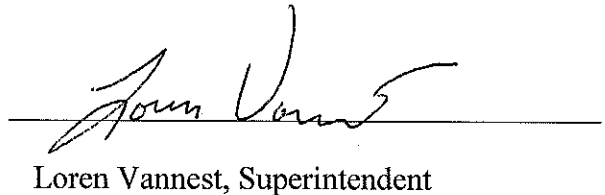
IN WITNESS THEREOF, the parties have duly executed this Interim Superintendent's Employment Contract as of the day and year written in the opening paragraph.

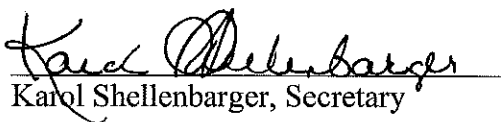
FOR THE BOARD OF EDUCATION

BY:


Valerie Cryderman, President

18 Mar. 2015 Date


Loren Vannest, Superintendent


Karol Shellenbarger, Secretary

3/19/15 Date

3-19-15 Date