

**BULLOCK CREEK SCHOOLS
MIDLAND, MICHIGAN
CONTRACT FOR THE SUPERINTENDENT OF SCHOOLS**

This contract, entered into this 18th day of March, 2019, between the Board of Education, hereinafter called the "Board" and Shawn J. Hale hereinafter called "Superintendent."

WITNESSETH:

1. DUTIES

The Superintendent agrees, during the period of this contract, to faithfully perform his duties and obligations in such capacity for the school district including, but not limited to, those duties required by the School Code. He will act as an advisor to the Board on matters pertaining to the school administration or the School District, and he will inform the Board of significant administrative action taken on its behalf. The Superintendent shall recommend, effect, or cause to be effected, the policies and programs of the Board of Education as may be needed. He will faithfully and diligently fulfill all the duties and obligations incumbent upon him as the executive head of the School District.

2. TERM

The Board agrees to employ Shawn J. Hale as Superintendent of its schools for the term of 5 years from July 1, 2019, to and including June 30, 2024.

The Superintendent shall provide 260 working days per contract year, less vacation and sick days as herein provided.

The Board shall review this contract with the Superintendent annually, and shall, on or before January 1 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 extended for an additional year.

3. EVALUATION

Annually, but no later than the last day of December of each year during the term of this contract, the Board of Education shall review with the Administrator his or her performance as Superintendent as required by MCL 380.1249 and MCL 380.1249b using an evaluation instrument with multiple rating categories, one that takes into account data on student growth as a significant factor and established performance goals, and one that is mutually agreeable and in compliance with the above mentioned laws, provided that the Board will establish an evaluation instrument and criteria that are compliant in the absence of agreement.

Annually, during the term of this contract, the Board and the Superintendent will develop mutually agreed upon goals for that contract year.

4. TENURE

This contract does not confer tenure upon the Superintendent in the position of Superintendent or any other administrative position in the District.

5. 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 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.

6. QUALIFICATIONS

The Superintendent represents that he holds all certificates and other qualifications required by laws of the State of Michigan, the rules and regulations of the Michigan Department of Education, and the rules and regulations of the State Board of Education to assume the duties and functions of Superintendent of Schools for the Bullock Creek School District and will continue to maintain such qualification during the term of this contract.

7. PROFESSIONAL GROWTH

The Superintendent may attend professional meetings at the local, state, and national levels, the expenses of said attendance to be paid by the District.

The District shall reimburse the Superintendent for all reasonable expenses resulting from the performance of his duties as Superintendent.

The District shall reimburse the Superintendent for up to two courses per year toward graduate credits.

8. PROFESSIONAL DUES

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 IV in which the school district is located, as well as other appropriate affiliations as approved.

9. MEDICAL EXAMINATION

The Superintendent must have a comprehensive medical examination once each year at Board expense, by a physician of his choosing. The report of said examination shall be delivered exclusively to the Superintendent.

10. COMPENSATION

The Board agrees to pay the Superintendent for his services during each year of said contract in equal installments unless otherwise agreed to by the parties. Compensation shall be \$108,962 annually. Said salary shall be reviewed annually and is subject to upward revision by agreement of the parties. In no case will the salary be lowered.

The Superintendent shall annually receive a Tax-Sheltered Annuity in the amount of 7% of his annual compensation.

Performance Pay: The Superintendent shall receive the following pay at the end of the fiscal year based on Performance:

Evaluation: The Superintendent shall receive no performance pay for an Ineffective or a Minimally Effective rating on his evaluation. He shall receive a stipend of 1.5% of his salary for an Effective rating on his evaluation or a 2% of his salary stipend for a Highly Effective rating on his evaluation.

Longevity: The Superintendent shall receive a 3% addition to their base pay at the conclusion of the 2020-2021 school year.

Student Achievement: The Superintendent will receive up to a .5% of his salary stipend for meeting Student Achievement Goals Established by the District Wide School Improvement Plan

11. FRINGE BENEFITS

The Board of Education shall provide the Superintendent with the following benefits:

- Full Family Health Insurance
- Vision/Dental Reimbursement: The Superintendent shall receive a \$500 per year reimbursement for vision and dental expenses not covered under current Vision/Dental Insurance
- Disability Insurance
- Retirement Benefits

- \$250,000 Term Life Insurance
- 18 paid leave days per year. Unused paid leave days may accumulate without limit. Paid leave days are to be used for personal and family illness, bereavement and other uses mutually agreed upon by the Board and the Superintendent. Upon the Superintendent's resignation or retirement, he shall be paid \$100/day for all unused paid leave days (this shall include all unused days accumulated during his time as an employee in the district).
- 30 vacation days per year. These shall be in addition to the holidays recognized by the District. Such vacation period will be with pay and shall be selected by the Superintendent during periods of time least disruptive to the operation of the district. The Superintendent may receive a reimbursement of .5x per diem/per day for up to five unused vacation days. 5 unused vacation days may carry to vacation bank with a maximum of 35 days and up to 5 vacation days may carry to sick bank. Any unused vacation days beyond this will be lost.

12. TRANSPORTATION

The Board shall provide the Superintendent with a monthly automobile allowance of \$400 for travel in Midland County. Out of district travel for school related business will be reimbursed at the annually approved rate of reimbursement.

13. PHONE

The District shall pay a \$60 per month stipend for cell phone expenses.

14. TERMINATION PROVISIONS

The Superintendent shall be subject to discharge for good and just cause, but the Board shall not arbitrarily and capriciously dismiss him. No discharge shall be effective until written charges have been served upon him and he has an opportunity for a fair hearing before the Board after ten (10) days notice in writing. Said hearing shall be public or private at the option of the Superintendent. At such hearing, he may have legal counsel at his own expense.

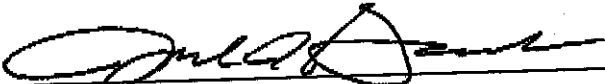
15. DISPUTE RESOLUTION

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 arbitrator's fee and the 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 costs of such respective representation.


16. BREACH

In the event of a breach of the part of either party to this agreement, nothing contained herein shall be construed to render the obligations of either party under this agreement null and void.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year above written.

By: 
Board President

Date: July 9, 2019

By: 
Superintendent

Date: 7/9/2019