

**Superintendent Employment Contract
Between
Shawn Olson
And the Board of Education
Of the Hillman Community School District**

THIS CONTRACT is entered into on the 12th day of March, 2012, between the Board of Education of the Hillman Community School District, referred to as the "Board of Education," and Shawn Olson as Superintendent, referred to as "Administrator," in this contract.

Because the Board of Education at a meeting held on the 12th day of March, 2012, approved the employment of the Administrator as Superintendent in accordance with the terms and conditions of this contract, and the Administrator desires to be employed by the Board of Education in accordance with the terms and conditions of this contract, the parties in consideration of the mutual promises contained in this contract, agree to the following:

1. **TERM.** This contract shall take effect on the 13th day of March, 2012, and continue in force through the 30th day of June, 2014, subject to extension and termination as provided in items 4 and 10.
2. **DUTIES.** The Administrator represents that she meets all Michigan requirements and the qualifications established by the Board of Education for this administrative position. The Administrator 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 bylaws, policies, and the regulations adopted by the Board of Education now and in the future.

Throughout the term of this contract the Superintendent shall be subject to discharge for good and just cause, however, that the Board does not arbitrarily or capriciously call for her dismissal and that the Superintendent shall have the right to written charges, notice of hearing, and a fair hearing before the Board. No discharge shall be effective until written charges have been served upon her and she shall have an opportunity for a fair hearing by legal counsel at the hearing, she will assume the cost of her legal expenses.

3. **EVALUATION.** Annually, no later than the last day of March of each year during the term of this contract, the Board of Education shall review with the Administrator her performance as Superintendent.
4. **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 of each year during the term of this contract, may extend the contract for an additional one-year period. In exercising this option, the Board of Education also shall establish the annual salary to be paid to the Administrator for the school year included in the extension. All other terms

and conditions of this contract shall remain unchanged. The Board of Education in its sole discretion and with or without cause may decline to extend this contract for an additional year.

- b. *Operation of Law.* Unless the Board of Education gives written notice of non-renewal of this contract to the Administrator 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.
5. **TENURE EXCLUSION.** This contract does not confer tenure upon the Administrator in the position of Superintendent or any other administrative position in the district.
6. **COMPENSATION.** The Board agrees to pay the Superintendent for her services during each year of said contract in twenty-six (26) equal installments. From March 13th, 2012 until June 30th, 2012 the compensation will be seven thousand two hundred and sixty four dollars (\$7264.00). Compensation for the first full contract year shall be twenty-four thousand dollars (\$24,000.00). 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 except as part of overall staff financial reduction.
7. **INSURANCE BENEFITS.** During the term of this contract, the Administrator shall receive all the insurance benefits under the Elementary Principal contract provided by the school district to full-time, professional administrative staff on the same basis as available to those staff members in accord with the Board of Education policy and subject to the following limitations: first, this paragraph excludes any insurance benefit specifically set forth in this contract; and second, such insurance benefits are subject to change at any time on the same basis as changed for full-time, professional administrative staff.
8. **OTHER BENEFITS.**
 - a. Sick Leave. The Administrator is already receiving the benefit of sick days with the Elementary Principal Contract. Upon retirement the Administrator shall receive ½ daily rates for all unused accumulated sick leave.
 - b. Travel. Subject to budget limitations, the Board of Education agrees to pay the approved car expenses (at the Board set rate per mile), lodging, conference fees, meals and other expenses related and connected with the operation of the school system.
 - c. Vacation. The Administrator shall work 52 weeks, Monday – Friday, each school year. The administrator may take up to 25 vacation days. In addition the administrator does not have to work on July 4, Labor Day, Safety Day, Thanksgiving Day and Day after, December 24 and 25, December 31 and January 1, Good Friday, Easter Monday and Memorial Day. Should the day off fall on a Saturday or Sunday, either Friday or Monday shall replace that day.

- d. Professional Dues. The Board of Education will pay the Association dues for the Michigan Association of School Administrators (MASA), as well as other appropriate affiliations as approved.
- e. Tax Sheltered Annuity. The Administrator will be provided an annual Tax Sheltered Annuity in the amount of \$2,500 for the performance of her duties. Prorated from March 13th, 2012 to June 30th, 2012 the Tax Sheltered Annuity will be \$757.00.

9. SPECIAL PROVISIONS.

- a. The Administrator agrees to maintain a residence within 20 miles of the Hillman Community School District.
- b. The Administrator shall continue her professional development.

10. TERMINATION. If, at any time, the Administrator fails to maintain the credentials and qualifications for her assigned positions, or violates provisions of this contract, the contract shall automatically terminate. The Administrator may be discharged and this contract terminated at any time for cause, including failure to uphold any Board of Education bylaw, policy, or regulation.

11. SEVERABILITY. If any provision of this contract is ruled illegal or unenforceable by a court of competent jurisdiction, the remainder of the contract not affected by the ruling shall remain valid and in effect.

12. GOVERNING LAW. This contract is governed by and shall be interpreted in accord with the law of the State of Michigan.

We, the parties to this Superintendent Contract, sign our names and execute this contract as of the day and year written in the opening paragraph.

FOR THE BOARD OF EDUCATION:

BY THE ADMINISTRATOR:

President

Vice President