

## CONTRACT OF EMPLOYMENT - SUPERINTENDENT OF SCHOOLS

This contract is entered into on the 1<sup>st</sup> day of July, 2016, between the Board of Education of the Millington Community Schools, referred to as the "Board of Education", and Bruce Martin as Superintendent, referred to as the "Administrator" in this contract.

At a meeting of the Board of Education of the Millington Community Schools held on the 7<sup>th</sup> day of March, 2016, 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 agreement attest to and agree on the following:

1. **TERM:** This contract shall take effect on the 1<sup>st</sup> day of July, 2016, and continue in force through the 30<sup>th</sup> day of June, 2019, subject to the provisions in this document relative to extension and termination.
2. **DUTIES:** The Administrator represents that he meets all the 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 of the state of Michigan and the policies of the Millington Community Schools.
3. **EVALUATION:** 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 performance as Superintendent. The Administrator shall remind the Board of Education of this legal requirement in a timely manner. The Superintendent will be evaluated in accordance with the provisions of the "Revised School Code" as well as the performance goals established jointly between the Administrator and the Board of Education. Student achievement and overall district leadership and management shall be the focus of the evaluation criteria.
4. **EXTENSION:** The Board of Education, no later than the 31<sup>st</sup> day of January 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. The Board of Education, in its sole discretion and with or without cause, may decline to extend this contract for an additional year. The Superintendent annually shall advise the Board of Education of this obligation during the month of December.
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.

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6. COMPENSATION: The Board of Education shall pay to the Administrator an annual salary of \$112,000.00 dollars for the school years 2016 to 2017 and not less than \$112,000.00 dollars for the school years 2017 to 2018 and 2018 to 2019. The salary shall be paid in 26 equal installments. The Board of Education retains the right to adjust salary during the continuation of this contract, but no adjustment shall reduce the amount specified in this paragraph.
7. INSURANCE BENEFITS: —The Superintendent will be provided with dental, vision, LTD, and life insurance as that which is provided to other administrative personnel.
8. CASH IN LIEU: In lieu of district-provided health insurance, the Superintendent will be provided with an annual payment of \$4,000.00.
9. SICK DAYS: The Administrator will receive 15 sick leave days a year cumulative to 150 days. Upon reaching the maximum level of 150 days, he shall receive payment on June 30<sup>th</sup> of each year for any unused days over 150 and shall be paid at his most recent per-diem rate
10. SICK LEAVE PAY-OUT UPON SEPARATION: The Superintendent shall be paid at his most recent per-diem rate for all accumulated leave days, up to 150, upon separation of employment with the Millington Community Schools, provided he has been employed by the district for at least three years.
11. TAX-SHELTERED ANNUITY: The Administrator shall be provided with a 403b tax-sheltered annuity each year of this contract in the amount of \$5,000.00. Said annuity shall be governed by all IRS regulations.
12. HOLIDAYS: The Administrator shall be released from duty when school is not in session during the regular school year. The Administrator shall be provided with all generally-recognized holidays and released from duty on those days, including New Year's Eve, New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving and the Friday following, Christmas Eve, and Christmas day.
13. PERSONAL DAYS: The Administrator will be provided with three personal days per year.
14. CONFERENCE ATTENDANCE: The Administrator may attend conferences at the state and national level, the expenses of which shall be borne by the school district. The Administrator will notify the Board President of any national or state conferences he wishes to attend. The Administrator will report to the Board of Education following his attendance at said functions and define what will benefit the students of the Millington Community Schools.
15. PROFESSIONAL DUES: The Board of Education will cover the costs of dues and memberships in relevant professional organizations such as the Michigan Association of School Administrators, the Association for Supervision and Curriculum Development, and any other organizations that will

provide benefit to the children of the Millington Community Schools. The Board of Education and the Administrator will set the schedule for such memberships in June of each year.

16. PROFESSIONAL DEVELOPMENT: As the Board will benefit from a Superintendent who is continually learning and improving his skills, the Board will fund \$1,500.00 (taken from the car allowance (#17 below)) to cover the Superintendent's first-year enrollment in the MASA "Courageous Journey" course. It is expected the Superintendent will continue the coursework through completion of the program with tuition costs to be covered by the Board.
17. CAR ALLOWANCE: The Superintendent will be provided with a car allowance of \$275.00 per month.
18. VACATION DAYS: The Superintendent will be provided with 20 vacation days per year. He will notify the Board President when he is taking vacation time.
19. CELL PHONE REIMBURSEMENT: The Superintendent will receive \$50.00 per month for cell phone use.
20. CURRICULUM LEADERSHIP STIPEND: The Superintendent will be paid an additional \$5,000.00 stipend to supervise and direct all curriculum alignment and student achievement directions relating to curriculum. The Superintendent will be responsible for ensuring that all state requirements pertaining to curriculum and instruction will be in place and will provide leadership to the professional staff in implementing curriculum improvement that is research-based.
21. TERMINATION: If, at any time, the Administrator fails to maintain the credentials and qualifications for the position of Superintendent as required by this contract, the contract shall automatically terminate. This contract will terminate and the Administrator may be discharged for reasons that are not arbitrary or capricious. Failure to uphold any Board policy, bylaw, regulation, or state or federal law will be considered as grounds for dismissal.
22. This contract is governed by and shall be interpreted in accordance with the laws of the state of Michigan.

We, the parties to this Superintendent's employment contract, sign our names and execute this contract as of the date and year written in the opening paragraph.

FOR THE BOARD OF EDUCATION:

PRESIDENT \_\_\_\_\_ Date \_\_\_\_\_

SECRETARY \_\_\_\_\_ Date \_\_\_\_\_

BY THE ADMINISTRATOR:

SUPERINTENDENT \_\_\_\_\_ Date \_\_\_\_\_

