

ADMINISTRATIVE EMPLOYMENT CONTRACT
DEARBORN HEIGHTS SCHOOL DISTRICT NO. 7

*Copied to
H. O'Brien
4-3-12
[Signature]*

SUPERINTENDENT OF SCHOOLS

THIS AGREEMENT, entered into this 1st day of July, 2012 between the Board of Education of Dearborn Heights School District No. 7, County of Wayne, State of Michigan, (hereinafter referred to as "the Board") and Jeffrey Bartold, (hereinafter referred to as "the Superintendent").

WHEREAS, the Board of Education, at a meeting held on the 19th day of March, 2012 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 of this contract.

WITNESSETH:

1. **DUTIES:** The Superintendent agrees, during the period of this contract, to faithfully perform the duties and obligations in such capacity for the School District including, but not limited to, those duties required by applicable sections of the Revised School Code of 1976, as amended. The Superintendent will act as an advisor to the Board on matters pertaining to the school administration or the School District, and will inform the Board as to administrative actions 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 adopted, from time-to-time, and in general will faithfully and diligently fulfill all duties and obligations incumbent upon the executive head of the administrative section of the school system and the School District.

2. **TERM:** The Board agrees to employ Jeffrey Bartold as Superintendent of Schools for a term commencing July 1, 2012 through June 30, 2015.

The Board of Education shall, not later than April 1st of each year during the term of this contract, consider the extension of this contract for an additional one-year period. If no action is taken by the Board, the contract shall be deemed to have been renewed for an additional year.

3. **EVALUATION:** The Board shall evaluate the Superintendent, at least annually, using the criteria and an evaluation process mutually agreed upon by the Board and the Superintendent. If mutual agreement cannot be reached, the Board shall proceed with the Superintendent's evaluation using criteria that include the District's attainment of the goals adopted by the Board, the Superintendent's completion of personal job goals that have been established, the manner in which day-to-day operations of the District are handled, Board/Superintendent relations, staff and community relations, and the degree to which the Superintendent fulfills the responsibilities set forth in the job description and duties for that position. The criteria and process adopted by the Board should be communicated in advance to the Superintendent.

4. **TENURE:** The Superintendent shall not be deemed to be granted continuing tenure in such capacity but shall be deemed to have been granted continuing tenure as an active classroom teacher in accordance with the provisions of the Michigan Teacher Tenure Act.

5. **PROFESSIONAL LIABILITY:** The Board agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in individual capacity, or in official capacity, as agent and employee of the District, provided the incident arose while acting within the scope of employment but excluding criminal litigations. The Board shall provide public liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgments resulting from the function as Superintendent and will reimburse 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. This provision will survive the expiration of the Superintendent's individual contract.

6. **PROFESSIONAL MEETINGS:** The Superintendent may attend such professional meetings at the local, state and national levels as are approved by the Board, the expenses of said attendance to be paid by the District.

7. **PROFESSIONAL DUES:** The District shall pay the Association dues of the Superintendent for 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 approved by the Board.

8. **COMPENSATION:** The 2012-13 annual salary for the position shall remain at the 2011-12 level and shall be payable in equal installments in accordance with the policy of the Board of Education governing the same for its full-time administrative employees. The salary for the two (2) subsequent years shall be at a sum not less than the annual salary for the first year of this agreement.

9. **FRINGE BENEFITS:** The Board of Education shall provide the Superintendent with the following benefits:

- a) Health, Dental and Vision insurance provided other administrative employees.
- b) Life insurance in the amount afforded other administrators.
- c) Fifteen (15) sick days per year to be accumulated up to a total of two hundred (200) days.
 - Upon termination of employment with the School District, at one-half (1/2) of the Superintendent's daily rate of pay, based on the salary schedule at the time of termination, will be paid for unused sick days.
- d) Twenty-five (25) vacation days per year. Unused vacation days shall not accumulate from one school year to the next but up to fifteen (15) unused days shall be paid to the Superintendent, upon request, at the current daily rate of pay.
- e) Three (3) personal business days per year, which, if not used, will be credited to sick leave.
- f) Observed holidays of central office employees.

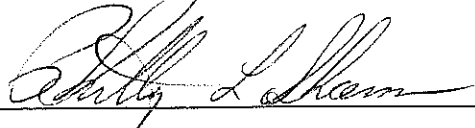
10. **TAX SHELTERED ANNUITY/ACCOUNT:** Due to economic uncertainty, the District shall suspend funding the Superintendent's tax sheltered annuity for the 2012-13 school year.

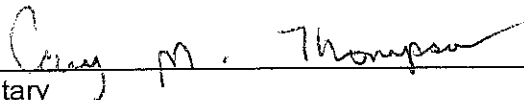
11. **TRANSPORTATION:** The Board shall provide the Superintendent with a monthly automobile allowance of Five Hundred (\$500.00) Dollars.


12. **AMENDMENT:** This agreement constitutes the entire understanding and agreement of the parties, superseding any prior agreements. No change shall be effective with respect to the terms of this employment agreement unless in writing and signed by both parties.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this 19th day of March, 2012.

BOARD OF EDUCATION OF THE
DEARBORN HEIGHTS SCHOOL DISTRICT NO. 7

By: 
President

By: 
Secretary


Jeffrey Bartold