

**Employment Contract Between Paul Blacken
and the
Delton Kellogg Board of Education
2011-2012**

The Board of Education of the Delton Kellogg Schools (hereinafter "Board") and **Paul Blacken** (hereinafter "Superintendent") enter into this employment agreement on the following terms:

- 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.

The Superintendent will have the freedom – subject to Board approval – to organize, reorganize, and arrange the administrative and supervisory staff which in his judgment best serves the Delton Kellogg Schools; that the administration of instruction and business affairs will be lodged with the Superintendent and administered by him with the assistance of his staff; and the responsibility for selection, placement, and transfer of personnel shall be vested in the Superintendent and his staff; and that the Board of Education, individually and collectively, will refer promptly all criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendation.

- 2. Term.** The Board agrees to employ Paul Blacken as Superintendent of its schools for the term of one year from July 1, 2011 to and including June 30, 2012.
- 3. Evaluation.** The Board shall evaluate the Superintendent, on or before March 31st of each year, using the criteria and evaluation process mutually agreed to by the Board and the Superintendent. The Superintendent shall conduct administrative team evaluations by the March Board Meeting.
- 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.

Medical Examination. The Superintendent may 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.

5. **Certification.** The Superintendent represents that he meets and will maintain any applicable certification/qualification requirements of the Michigan State Board of Education, and meets any other legal requirements necessary to perform his duties as Superintendent of the Delton Kellogg Schools, all of which are conditions of continued employment under this Agreement.
6. **Compensation.** The Board agrees to pay the Superintendent for his services during each year of the said contract in equal installments unless otherwise agreed to by the parties. Compensation shall be \$96,995 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 (Deferred Compensation; a Tax-Sheltered Annuity) in an amount equal to \$3,000.

7. Fringe Benefits

- A. **Sick Days.** The Superintendent will be entitled twelve (12) annual sick days. Unused sick days hereafter shall be cumulative to a maximum of 180 days for absence due to personal illness or disability of Superintendent.

Should the Superintendent be unable to perform any or all of his duties by reason of illness, accident, or other cause beyond his control and has exhausted his sick leave, the District may grant up to a maximum of thirty (30) days per year for extenuating circumstances.

- B. **Health, dental vision and long-term disability insurance.** Effective July 1, 2009, upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third party administrator, the Board shall pay \$15,000 of the premium payments on behalf of Administrator and his/her eligible dependents for the following insurance programs. It will be the responsibility of the administrator to provide the remainder of the premium payment through payroll deduction

WEST MICHIGAN HEALTH INSURANCE POOL

c/o Blue Cross Blue Shield of Michigan

GROUP: WMP which includes:

Health insurance

Dental insurance

Negotiated life insurance

Vision insurance

Long Term Disability insurance

Prescription Coverage follows:

2011/2012

\$10.00/\$40.00

a. In the event the Superintendent dies during the school year, and providing the policy permits continued dependent coverage, the Board of Education shall continue payments of the applicable premiums through June 30th of the school year during which the death occurs.

b. The Board may at its option provide substantially equivalent healthcare coverage from a different insurance carrier. Features of the coverage (i.e. deductibles, prescription co-payments, etc.) may vary if mutually agreed upon by the Board and Superintendent.

c. In the event the Superintendent is disabled through an injury or illness covered by Worker's Compensation, all employee benefits shall continue for no more than twelve (12) months from the commencement of the disability.

C. Life Insurance. The Superintendent shall be entitled to Universal Term Life Insurance in the amount of \$200,000. The Superintendent shall designate the beneficiary of this policy.

D. Vacation Days. The Superintendent shall be entitled twenty (20) vacation days per year. Five (5) vacation days will be allowed to be carried over into the following year. These shall be in addition to the holidays recognized by the District. Upon retirement or severance from the District, Superintendent shall be entitled to the pay-out of any accumulated vacation days based on a per diem rate of his current salary.

E. Holidays. Holidays are as follows: July 4, Day Prior to Labor Day, Labor Day; Thanksgiving Day, Friday following Thanksgiving Day; Christmas (2 days), New Year's (2 days), Presidents Day*, Good Friday*, Spring Break (2 days), Memorial Day.

*If school is not in session

F. Personal Days. The Superintendent is entitled to two (2) personal days per year.

G. Mileage. The Board shall reimburse the Superintendent at the current rate per mile established by the Internal Revenue Service for use of his automobile in conducting business associated with the position of Superintendent of Schools outside the district boundaries.

- 8. Professional Growth.** The district shall reimburse the Superintendent for all reasonable expenses incurred for professional development activities including, but not limited to: registration fees, resource materials, membership dues, mileage, meals, lodging and other necessary costs.

The Superintendent may attend appropriate professional meetings at local, state and national levels after giving the Board appropriate notice, and shall be reimbursed for his reasonable expenses as provided by Board policy.

- 9. 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 an 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 of indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

- 10. 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 an opportunity has been given 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.

- 11. 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 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.

- 12. 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 obligation of either party under this agreement null and void.


13. Complete Agreement. This represents the complete Agreement between the parties. There are no other agreements or understandings, oral or written, that induced the parties to enter into this contract. Any modification of this contract must be made in writing and signed by the Board's authorized representatives and the Superintendent.

In Witness Whereof, the parties have executed this Agreement on the date specified above.

7-8-11
Date


Paul Blacken, Superintendent
Delton Kellogg Schools

9-8-11
Date


Andrew Stoneburner, President
Board of Education, Delton Kellogg Schools