HILLSDALE COMMUNITY SCHOOLS Hillsdale, Michigan

SUPERINTENDENT'S CONTRACT

THIS AGREEMENT, entered into this <u>20th</u> day of December, 2010, between the Hillsdale Community Schools Board of Education, hereinafter called "Board" and Shawn Vondra, hereinafter called "Superintendent".

WITNESSETH:

Contract Period

The Board agrees to employ the Superintendent as Superintendent of its schools for a term of four and one half (4 1/2) years from January 1, 2011 to and including June 30, 2015.

Duties

The Superintendent agrees to perform the duties of Superintendent in a competent and professional manner in accordance with the established policies and regulations of the Board of Education and the laws of the State.

The Superintendent shall serve as chief executive officer and chief administrative officer of the Board. He shall be entitled to:

- a. Present his recommendations to the Board on any subject under consideration by said Board;
- b. Attend each meeting of the Board;
- c. Serve as an ex officio member of each committee established by the Board.

The Superintendent shall have the responsibility to organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, which in his judgment best serves the District. The responsibility for selection, placement, and transfer of personnel shall be vested in the Superintendent subject to approval by the Board.

The Board, individually and collectively, shall refer promptly all criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendation.

Remuneration for Services Rendered

The Board agrees to pay the Superintendent for services rendered during each year of said contract in 26 equal installments, with the exception of the period from January 1, 2011 to June 30, 2011 which will be paid in 13 equal installments. Compensation for January 1, 2011 to June 30, 2011 shall be forty-nine thousand five hundred dollars (\$49,500), and additional longevity compensation of 2.0% which equals nine hundred ninety dollars (\$990). Compensation for July 1, 2011 to June 30, 2012 shall be one hundred three thousand dollars (\$103,000), and additional 2.0% longevity compensation of two thousand sixty dollars (\$2,060). Compensation for July 1, 2012 to June 30, 2013 shall be one hundred six thousand dollars (\$106,000), and additional 2.0% longevity compensation of two thousand one hundred twenty dollars (\$2,120).

In addition, in lieu of additional salary for services rendered, the Board will contribute ten thousand dollars (\$10,000) annually toward an annuity policy chosen by the Superintendent and pay the FICA associated with it. This contribution shall be paid annually by July 15th.

The Superintendent's total compensation for services rendered and reported to MSPERS shall include salary compensation, longevity compensation, and annuity payment.

Future compensation increases for services rendered not specified above will be based upon job performance and annual evaluations with the financial condition of the school district being taken into consideration. The actual increase will be determined by the Board annually.

Fringe Benefits

Administrative benefits and conditions as outlined in the "Administrative Handbook" and any subsequent revisions adopted by the Board are herein incorporated by reference. In addition, at no expense to him, the superintendent shall:

a. Have his accumulated sick leave at the rate of one hundred dollars (\$100.00) per day paid out upon his separation from the District.

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- b. Be entitled to twenty-five (25) days vacation each year of this contract. Up to five (5) vacation days per year may be banked. His accumulated vacation leave shall not exceed thirty-seven and one half (37.5) days. The accumulated vacation leave will be paid out at his per diem rate at the time of separation from Hillsdale Community Schools.
- c. Be reimbursed for reasonable business expenses incurred in the performance of his duties. Said expenses shall be presented to the Board Treasurer for approval at the meeting following the date incurred.

TRANSPORTATION

The Board shall pay the Superintendent \$100.00 per month for travel within Hillsdale County.

EVALUATION

At least once each fiscal year, the Board and Superintendent shall meet to mutually evaluate his performance. The assessment shall include recommendations and observations on how such performance may be continually improved. The time and date of the meeting shall be agreed upon by the parties with sufficient-time to permit adequate preparation for a constructive exchange of views.

PROFESSIONAL GROWTH

The Superintendent shall participate in local and state professional activities as deemed appropriate to include regional, state and national conferences. The Superintendent shall be reimbursed for his expenses therewith and for any other out-of-pocket expenses incurred on behalf of the Board.

In addition, in support of continuing advance degree work, the Superintendent will be reimbursed for tuition at an accredited college or university, upon successful completion of coursework leading to an advanced degree. Such reimbursement shall be up to and including six credits per year.

RESIDENCE

The Superintendent agrees to maintain a residence within a 20-mile radius of the District.

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HOLD HARMLESS

In light of the unique nature of the Superintendent's unique duties, the Board shall provide, at no expense to the Superintendent, legal counsel and representation in any legal action brought against him in the performance of his professional duties. The Board shall either hold him harmless or insure him adequately against all liability resulting from his professional performance during the course and scope of his employment as Superintendent.

TENURE

It is mutually understood and agreed that this contract does not confer tenure upon the second party in the above-described administrative position.

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 shall have an opportunity for a fair hearing before the Board after 10 day written notice. Said hearing shall be public or private at the discretion of the Superintendent. At such hearing, he may have legal counsel at his own expense.

In accordance with the provisions of P.A. 163 of 1986 (MCL 380.1246), the administrator shall at all times possess a valid Michigan school administrator certificate issued by the State Board of Education. The initial effective date of this provision shall correspond with State Board of Education issuance of said certificates.

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

Robert J. Batt, President
Hillsdale Community Schools

Board of Education

Shawn Vondra, Superintendent Hillsdale Community Schools

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