

Grass Lake Community Schools

899 South Union Street • Grass Lake, Michigan 49240
(517) 522-5540 • Fax (517) 522-8195

SUPERINTENDENT'S EMPLOYMENT AGREEMENT

THIS AGREEMENT made and entered into this 25th Day of June 2012, by and between the **GRASS LAKE COMMUNITY SCHOOLS** (herein called the "District") and **BRADLEY P. HAMILTON**, of Grass Lake, Michigan (herein called the "Superintendent").

WITNESSETH:

This District agrees to employ **BRADLEY P. HAMILTON** as Superintendent of Schools of the District on the terms and conditions set forth in this Agreement.

1. **Term.** The term of employment shall be for the period from July 1, 2011, to and including June 30, 2014. On or before June 1 of each year of the term, the Board of Education shall consider a one-year extension of this Agreement. The Board, in its sole discretion and with or without cause, may decline to extend this Agreement for an additional year.
2. **Qualification and Duties.** During the term and any extension or renewal thereof, Superintendent agrees to:
 - a. serve the District as its Superintendent of Schools and perform the duties required by law;
 - b. obey, fulfill and implement the policies of the Board of Education of the District;
 - c. carry out or cause to be carried out the educational program and policies of the District as the chief operating officer;
 - d. keep the Board of Education cognizant of information which may be of importance to its members;
 - e. prepare agendas for each regular and special meeting of the Board of Education in cooperation with the Board President;
 - f. promote good community relations;
 - g. prepare an annual budget, submit it to the Board of Education for approval in a timely manner, and direct expenditures within the limits of the Board approved budget;
 - h. represent the District in dealing with other organizations, school staff, the public, and news media;

- i. develop organizational goals in cooperation with the Board of Education and other interested parties and keep the Board informed of progress toward the goals; and
 - j. devote full working time and best efforts in the performance of such duties for the District and to engage in no other gainful employment unless it is approved in advance by the Board of Education of the District in writing.
3. **Certification and Qualifications.** Superintendent represents that Superintendent has and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Department of Education and those required by the Board to serve in the position of Superintendent of Schools. If at any time Superintendent fails to maintain all certificates, credentials and qualifications for the position of Superintendent of Schools, this Agreement and Superintendent's employment shall automatically terminate and the Board shall have no further obligations hereunder.
4. **Compensation.** For his services as Superintendent of Schools, the District agrees to pay Superintendent a salary of One Hundred Seventeen Thousand, Five Hundred Forty-Two (\$117,542.00) Dollars each year of the three-year contract, payable in twenty-six (26) bi-weekly installments, each such periodic payment to be as nearly equal as possible. The salary shall be subject to payroll deductions as shall be required by law or requested by the Superintendent and determined to be available and proper.
5. **Tax Deferred Annuity.** The Superintendent shall annually receive a tax-deferred annuity in the amount of Nine Thousand (\$9,000.00) Dollars.
6. **Insurance Benefits.** For his services as Superintendent of Schools, the District shall, at its expense, pay the premiums for enrollment for the Superintendent by the appropriate insurance underwriter, policy holder and/or third party administrator, make premium payments on behalf of Superintendent and his eligible dependents for the following programs (with the Superintendent paying 10% of the medical insurance benefit cost):
Health, Dental and Vision: Priority Health HSA, fully funded to meet deductible, and
MESSA or equivalent dental and vision insurance
Long Term Disability: SET SEG Long Term Disability Insurance or equivalent
-60%, \$2,500 monthly maximum benefit
Term Life Insurance: \$200,000
Professional Liability Insurance: District's umbrella policy

7. **Sick Leave, Vacation and Other Leaves of Absence.** The Superintendent shall be afforded the following sick leave, vacation and other leaves of absence:
- a. **Sick Leave.** Twelve (12) days of paid sick leave per annum with the right to accumulate no more than one hundred fifty (170) sick leave days. Two of the sick leave days may be used for personal business with the days converted to sick leave if not used.
 - b. **Vacation.** Twenty (20) working days of paid vacation, exclusive of paid holidays, during each year of this Agreement. Vacation periods shall be selected by Superintendent during periods of time least disruptive to the operation of the District and shall be subject to approval by the President of the Board of Education. Superintendent shall be entitled to carry over not more than twenty (20) days, but all vacation days shall be used while Superintendent is in the District's employ. The Superintendent shall be paid his/her daily calculated rate of pay for up to ten (10) unused vacation days per year.
 - c. **Holidays.** The following holidays shall be with pay:
 - Labor Day
 - Thanksgiving Day
 - Day after Thanksgiving
 - Day before Christmas
 - Christmas Day
 - Day before New Year's
 - New Year's Day
 - Good Friday
 - Memorial Day
 - Independence Day
 - d. **Severance.** Upon retirement or death the Superintendent shall receive Five Thousand (\$3,000) Dollars per year of service to the district, put into a 403B account by the district.
 - e. **Unused Sick Days:** Upon retirement or death, unused sick days will be reimbursed at Fifty (\$50.00) a day, up to and including 170 days, put into a 403B account by the district.

8. **Automobile Expense or Allowance.** The Board shall reimburse the Superintendent for mileage at the IRS rate for expenses incurred for school related business. The first 500 miles will be at the Superintendent's expense.
9. **Business and Other Expenses.**
 - a. Actual and necessary expenses incurred by Superintendent in the discharge of official duties or in the performance of functions authorized by the Board of Education, shall be reimbursed upon submission of receipts and reports of expenditures; provided, however, no District funds will be used for alcoholic beverages and no reimbursements shall be made thereof. All such expenses must be approved by the Treasurer of the Board of Education.
 - b. The District shall reimburse Superintendent for up to six (6) hours of graduate credit each year at the average current rate at MSU, EMU, CMU and WMU per credit hour.
 - c. The District shall reimburse Superintendent for the cost of an annual physical exam to the extent not covered by the health insurance to be performed during September or October of each year of this Agreement.
 - d. The District shall provide Superintendent with a thirty dollar (\$30.00) per month stipend for data package on cell phone.
10. **Professional Meetings and Affiliations.** The District shall pay or reimburse Superintendent for the reasonable and necessary cost to attend a national convention once every two years, a state conference or convention annually and other selected opportunities as mutually agreed. The District shall pay the membership fees and dues for the Superintendent to join the American Association of School Administrators and the Michigan Association of School Administrators.
11. **Evaluation.** The Board of Education shall evaluate the Superintendent in writing by March 1st of each year of this Agreement. On or before its regular June Board Meeting of each year of this Agreement, the Board of Education and the Superintendent will meet to discuss the performance standards for the following school year.
12. **Notice.** The Superintendent shall give at least ninety (90) days notice in writing to the District of the Superintendent's intention to terminate this Agreement. Notice of non-renewal by the District shall be given at least ninety (90) days before the expiration of this term of this Agreement, as required by Section 1229(1) of the Revised School Code,

as amended. This Agreement shall be renewed for an additional one-year period if such notice of non-renewal is not given as provided in Section 1229(1).

13. **Tenure.** Continuing tenure of Superintendent in any administrative or supervisory capacity is hereby specifically withheld.
14. **Residence.** The Superintendent agrees to maintain his residence within a twenty (20) mile distance of the District's nearest boundary during the term of this Agreement, including any renewals or extensions.
15. **Termination for Cause.** This Agreement may be terminated at any time for just cause by either the Superintendent or the District. Just cause includes, but is not limited to, the failure of either party to perform the duties or satisfy the obligations herein set forth. Superintendent shall have the right to written charges, notice of hearing, and a fair hearing before the Board of Education. If the Superintendent chooses to be accompanied by legal counsel at the hearing, he shall assume the cost of his legal expenses.
16. **Arbitration and Governing Law.**
 - a. Any and all disputes under this Agreement shall be submitted to binding arbitration pursuant to labor arbitration rules of the American Arbitration Association. Michigan courts may enter judgment upon and enforce any award entered by the arbitrator within his authority.
 - b. Michigan law shall govern this Agreement and the sole and exclusive remedy under this Agreement shall be monetary damages for any alleged breach. No equitable relief of any kind, including reinstatement, may be granted for any violation of this Agreement, except as necessary to pay a monetary award granted pursuant to binding arbitration.
 - c. The scope of the arbitrator's authority is limited exclusively to the issue of whether a breach of contract occurred and, if so, the measure of monetary damages, which shall not be greater than the value of the salary and benefits remaining at the time of the alleged breach. The arbitrator has no authority to reinstate in the event of a termination of employment.
17. **Amendment.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be amended, renewed or extended except by an instrument in writing (addendum or otherwise), duly adopted and executed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Bradley P. Hamilton

Bradley P. Hamilton

Tim Waskiewicz

Tim Waskiewicz, President
Grass Lake Board of Education

July 10, 2012
Date

July 16, 2012
Date