

**ADMINISTRATIVE CONTRACT**  
**2022-2025**

AGREEMENT

This Agreement is entered into this 1<sup>st</sup> day of July, 2022, between the Board of Education of Montcalm Area Intermediate School District, hereinafter "Board," and Kyle Hamlin, "Administrator."

EMPLOYMENT

1. The Board agrees to employ the Administrator and the Administrator agrees to accept employment in the position of Intermediate Superintendent for the period from July 1, 2022 through June 30, 2025.

2. The Administrator agrees to devote his/her full time and attention to the performance of his/her duties under this Contract. Outside employment shall not be allowed without the express written consent of the Board.

3. The Administrator's work year and benefit year shall be from the 1st day of July, until the 30th day of June, each year, unless otherwise designated in this Agreement or determined by the Board.

CERTIFICATION

4. The Administrator affirms that s/he holds any necessary certificate and has completed all necessary continuing education required by the Michigan Department of Education, sufficient to lawfully permit the Administrator to perform such duties as may be assigned to the Superintendent under this Agreement. The Administrator agrees to maintain or obtain all qualifications required by the State of Michigan to serve as the Superintendent of the District.

COMPENSATION

5. The Administrator shall receive a salary in the sum of One Hundred Thirty-five Thousand Seven Hundred Forty-four and no/100 (\$135,744) beginning with the July 15<sup>th</sup> payroll subject to statutory deductions. The Board may, in its sole discretion, adjust the Administrator's salary following the first year of this Agreement and then in following years annually after July 1. The Board will review the Administrator's suggestions regarding any adjustment to his/her salary.

6. The Administrator shall receive a Board paid tax shelter annuity in the amount of Seven Thousand \Dollars (\$7,000.00) annually for each year of the contract commencing with July 2022. These payments will terminate upon the termination of the Administrator's employment with the District.

7. The Administrator shall receive the following fringe benefits:
- A. Thirty (30) vacation days, excluding school holidays per work year. Unless approved by the Board in advance, unused vacation days may not be accumulated from year to year. Likewise, the Administrator shall not be paid for unused vacation days when this Agreement is terminated, absent Board consent and approval.
  - B. Twelve (12) days sick leave with full pay annually. Sick leave shall be in accordance with the School District Policy. The Administrator may accumulate unused days to a maximum of 130 days.
  - C. Two (2) personal days per year, non accumulative. Unused personal business days will revert into employees sick leave bank the following school year.
  - D. The hospitalization and major medical insurance program provided by the District in accordance with the District's Policy and upon the same terms as provided to other Administrative Professionals within the District.
  - E. A long-term disability policy in an amount equal to sixty-six and two thirds percent (66 2/3%) of the Administrator's monthly salary, in accordance with the District's policy. A \$50,000 Group Term Life Insurance Plan will be provided to the Administrator and paid to their designated beneficiary. The plan will include accidental death and dismemberment (AD&D).
  - F. In light of the unique nature of the professional duties of the Superintendent of Schools, the District will provide the Administrator with a stipend to defray expenses required for the operation of his private automobile for school business. In lieu of the monthly IRS mileage reimbursement, the Superintendent shall receive an annual (July 1 - June 30) amount of \$6,000.00 for the use of his private automobile for school business. Automobile expenses shall be paid in equal installments along with salary payment. This expense will not be subject to MPSERS contributions. Expense reimbursement for out of state travel requires Board approval.
  - G. Contributions to the Michigan Public School Employees' Retirement System, in accordance with the statutory provisions.
  - H. The Administrator may have his fees and dues paid to appropriate professional organizations. This provision may not include any organizations that advocate the withholding of services from students.
  - I. Any benefits provided by Board Policy to other District professional administrative staff, which are not addressed in this Agreement with the exception of Article XII, F and G of the District Education Association Master Agreement.
  - J. The Administrator will be allowed ten (10) work from home. "Work from home" days shall be selected as to not disrupt the operation of programs and services of the ISD. "Work from home" days will not carry over from year to year.

## RESIDENCE

8. The Board encourages the Administrator to live within the boundaries of the District during the term of this Agreement. The Administrator agrees, at a minimum, that s/he will live no greater than twenty linear miles outside the nearest District boundary.

## MEDICAL EXAMINATION

9. The Board will pay any additional cost not covered by the health insurance for an annual physical examination. The Administrator agrees to have a comprehensive medical examination once every year. Should this medical examination disclose a condition that precludes the Administrator from performing the essential functions of the job, the Administrator agrees to notify the President of the Board to discuss possible accommodations or arrangements to cover for a potential leave.

## PROFESSIONAL LIABILITY

10. The Board shall defend against any legal action brought against the Administrator arising out of the performance to his/her duties as Superintendent, provided the Administrator acted in a reasonable and lawful manner and within the scope of the assigned employment duties. The Board shall also hold the Administrator harmless against all liability that results from his/her reasonable and lawful performance within the course and scope of the assigned employment duties.

## EVALUATION

11. During the first year of the contract, the Administrator shall receive two performance evaluations; one at approximately six (6) months and one at approximately twelve (12) months. Salary increases may be provided at the Board's discretion during the first contract year based upon job performance.

After the first year, the Administrator shall receive at least one evaluation of his/her performance under this Agreement each year. The Board and Superintendent shall mutually agree on the review date each year.

## TENURE

12. The Administrator shall not have tenure in this or any other capacity.

## RENEWAL

13. This Agreement shall be deemed renewed for an additional term of (3) three years unless the Administrator receives a notice of non-renewal at least (6) six months before the expiration date.

## TERMINATION

14. This Agreement shall terminate at the end of its stated term, provided that the District has given proper notice of non-renewal.

This Agreement may also be terminated at any time during its term for just cause. Just cause for termination may include acts of moral turpitude; failure of the Administrator to uphold any Board bylaw, policy, or regulation; inability/disability to perform the essential functions of the job for a period of six months or more; incompetence; misconduct; insubordination; or violation of any provision of this Agreement. Termination for just cause may only take place

following an opportunity for a hearing before the Board. The hearing shall be in private if requested by the Administrator.

APPLICABILITY OF LAW

15. This Agreement is subject to all applicable laws, rules, and regulations of the State of Michigan.

INVALIDITY

16. Invalidity of any portion of this Agreement under the laws of the State of Michigan or the United States shall not affect the validity of the remainder of the Agreement.

TOTAL AGREEMENT

17. This Agreement contains all the terms and conditions agreed on by the parties with respect to the subject matter of this Agreement. It supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter, whether verbal or written.

\_\_\_\_\_  
Administrator

Date: \_\_\_\_\_

Montcalm Area Intermediate School District

\_\_\_\_\_  
President, Board of Education

Date: \_\_\_\_\_

\_\_\_\_\_  
Secretary, Board of Education

Date: \_\_\_\_\_