

SHELBY PUBLIC SCHOOLS
Contract of Employment
2014-2015 School Year
Superintendent of Schools

It is hereby mutually agreed and between the Shelby Public Schools Board of Education (hereinafter "Board") and Daniel Bauer (hereinafter "Superintendent") that, pursuant to Section 1229 of the Revised School Code of the State of Michigan, MCL 380.1229 (Public Act 289 of 1995), the Board has and does hereby employ the said Daniel Bauer at its Superintendent of Schools from **July 1, 2014** through **June 30, 2018**, according to the terms and conditions as described and set forth herein as follows:

1. Superintendent shall perform the duties of Superintendent of Schools as prescribed by the Revised School Code of the State of Michigan, by the rules and regulations of the State Board of Education and as may be established, modified and/or amended from time to time by the Board.
2. Superintendent represents that he/she possesses, holds, maintains, and will maintain all certificates, credentials and qualifications required by law to serve in the position of Superintendent of Schools. If, at any time, the Superintendent fails to maintain all certificates, credentials and qualifications for the position of Superintendent of Schools as required herein, this contract shall automatically terminate and the Board shall have no further obligations.
3. The Superintendent agrees during the period of this contract to faithfully perform his/her duties and obligations in such capacities for the school district including, but not limited to, those duties required by the School Code. He/she will act as an advisor to the Board on matters pertaining to the school administration or the school district and he/she will inform the Board as to administrative action taken on its behalf.
4. The Superintendent shall recommend, effect, or cause to be effected, the policies and programs of the Board of Education as may be adopted. He/she will faithfully and diligently fulfill all duties and obligations incumbent upon him/her as the executive head of the school system and school district. Further, the Superintendent pledges to use his/her best efforts to maintain and improve the quality of the operation of the school district and consistently promote efficiency in all areas of his responsibility. The Board recognizes that the Superintendent is expected to shoulder his/her share of professional responsibilities outside of the district on behalf of the educational community at large. This would in no way be construed as a conflict with his/her duties as Superintendent.
5. Superintendent shall be paid an annual salary of not less than One Hundred and Ten Thousand Dollars (\$110,000) in consideration for his/her performance of the duties and responsibilities of the position of Superintendent of Schools in conformance with the requirements and expectations of the Board as set forth herein. The annual salary shall be paid in twenty-six (26) bi-weekly installments during the applicable twelve (12) month period July 1 through June 30. The Board hereby retains the right to adjust the salary of the Superintendent during the term of this contract and that any such salary adjustment shall not reduce the annual salary below the minimum annual salary prescribed herein above. Any adjustment in salary made during the term of this contract shall be in the form of a written amendment and, when executed by the Superintendent and the Board, shall become a part of this contract.

6. Superintendent is employed for a period of fifty-two (52) weeks of work per year, July 1 through June 30, as scheduled by the Board. Superintendent shall be granted vacation time of twenty-five (25) days per fiscal year. Up to five (5) days may be carried over into the next school year and used by July 30th. The Superintendent shall not receive any additional compensation in lieu of use of vacation days without the express agreement of the Board. Superintendent shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the school district.
7. Superintendent's performance shall be evaluated by the Board annually and presented to the Superintendent in writing no later than March 1 of any given school year. As such evaluations are to be based in part on goals and objectives, said goals and objectives, including student achievement, will be presented to the Superintendent in writing prior to the year of evaluation.
8. The Board shall be entitled to terminate this contract during its term in the event of the Superintendent's inability to perform the responsibilities of this position for a period of sixty (60) consecutive days due to mental or physical disability.
9. The Board shall be entitled to terminate the Superintendent's employment at any time during the term of this contract for reasons which are not arbitrary or capricious, including but not limited to moral turpitude. No discharge shall be effective until written charges have been served upon him/her and he/she shall have an opportunity 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/she may have legal counsel at his/her own expense.
10. The foregoing standards for termination of this contract during its term shall not be applicable to non-renewal of this contract at the expiration of its term, which decision is discretionary with the Board of Education. Nonrenewal shall be as prescribed under Section 1229 of the revised School Code MCL 380.1229.
11. Superintendent agrees that he/she shall not be deemed to be granted continuing tenure in the position of Superintendent of Schools by virtue of this contract or any employment assignment of this school district. The Superintendent 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.
12. Superintendent shall submit to such medical examinations, supply such information, and execute such documentation as may be required by any underwriters, policyholders, or third party administrators providing insurance programs specified under this contract. Additionally, the Board may request release of medical information necessary to determine if the Superintendent is capable of performing the duties required in his/her assignment. The Board may require the Superintendent to have a comprehensive medical examination as may be deemed necessary. If such an examination is required, a statement shall be filed with the Secretary of the Board certifying to the physical fitness and mental capacity of the Superintendent to perform his duties. Medical information provided under this agreement shall be treated as confidential by the Board. Should the Board exercise its prerogative to this provision, the cost of services for said examination shall be borne by the school district.

13. The Board shall provide the Superintendent and his/her eligible dependents the following insurances or as determined by the Board:
 - \$1331.26 per month full family; \$976.26 per month for two-person; and \$458.00 per month for single subscriber health insurance, MESSA Choices II or MESSA ABC Plan 1 with a fully funded H.S.A., along with Delta Dental and VSP 2 Silver Vision through MESSA Pak plans. The Board's contribution shall reflect the insurance cap as established by the State Publicly Funded Health Insurance Contribution Act. Any cost greater than the Board's medical insurance contribution shall be subject to payroll deduction. This payment will be by payroll deduction with the employee's option to utilize the district's 125 Plan, consistent with the IRS Code.
 - Long term disability at 66 2/3% of the monthly salary with a sixty (60) day calendar waiting period.
 - Term Life Insurance in the amount of \$150,000.00 with AD and D benefits.
14. The Board reserves the right to change the identity of the insurance carrier, policyholder, or third party administrator for any of the above coverage provided that comparable coverage is maintained during the term of this contract. The terms of any contract or policies issued by any insurance company or third party administrators shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. The Superintendent is responsible for assuring completion of all forms and documents needed to receive the above described insurance coverage. The School District, by payment of the premium required to provide the above described insurance coverage, shall be relieved from all liability with respect to insurance benefits.
15. The Superintendent is entitled to the following holidays for which no services to the School District are required:
July 4, Friday before Labor Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve Day, Christmas Day, New Years Eve Day, New Years Day, and Memorial Day
16. If Superintendent is absent from duty on account of personal illness or disability, he/she shall be allowed full pay for a total of fifteen (15) days per contract year, cumulative to sixty (60).
17. Superintendent shall be eligible to be reimbursed for travel, meals, and lodging in accordance with per diem expense and reimbursement procedures established by the Board. Any expenses to be incurred by Superintendent for out-of-district travel shall be submitted for review and approval by the Board. Superintendent shall be required to present an itemized account of reasonable and necessary expenses in accordance with direction of the Board.
18. Superintendent is eligible for reimbursement for 6 graduate credits every five years based on record of actual completion of the credits. Payment will be made upon receipt of transcripts.
19. Superintendent is eligible for reimbursement of up to \$75.00/month for cell phone and internet data use.
20. The Board shall pay the dues for membership in reasonable professional associations at his/her request.
21. This contract of employment contains the entire agreement and understanding by and between the Board and Superintendent with respect to the employment of the Superintendent and no representations, promises, contracts or understandings, written or oral, not contained herein shall be of any force or effect. All prior agreements pertaining to, connected with, or arising in any manner out of employment of the Superintendent by the Board is hereby terminated and shall hereafter be of no force or effect whatsoever.

No change or modification of this contract of employment shall be valid or binding unless it is in writing and signed by the Superintendent and by the Board. No waiver of any provisions of this contract shall be valid unless it is in writing and signed by the Superintendent and the Board. No valid waiver of any provision of this contract, at any time shall be deemed a waiver of any other provision of this contract at such time or any other time.

22. If any provision of this agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this agreement shall continue in full force and effect without said provisions; provided, however, that no such severability shall be effective if it materially changes the economic benefit of this agreement to any party.
23. This agreement is executed on behalf of the School District pursuant to the authority granted under the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the day and year noted.

6/5/14
Date


Superintendent, SHELBY PUBLIC SCHOOLS

6-5-14
Date


President, SHELBY PUBLIC SCHOOLS BOARD OF EDUCATION

6-5-14
Date


Secretary, SHELBY PUBLIC SCHOOLS BOARD OF EDUCATION