

EMPLOYMENT CONTRACT
BETWEEN
SUPERINTENDENT
AND THE
BREITUNG TOWNSHIP SCHOOL DISTRICT BOARD OF EDUCATION

THIS CONTRACT OF EMPLOYMENT, made as of this 1st day of July 2015, by and between the Breitung Township School District Board of Education, hereinafter called "Board", and Craig E. Allen, hereinafter called "Allen" or "Superintendent", WITNESSETH:

WHEREAS, Allen represents that he is qualified to serve the Breitung Township School District in the capacity of Superintendent, and

WHEREAS, the Board is desirous of employing Allen as Superintendent of the Breitung Township School District on the terms and conditions described herein;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Board agrees to employ Allen as its Superintendent for the period from July 1, 2015, to and including June 30, 2020.

This contract shall be automatically renewed for an additional one (1) year period unless the Superintendent is provided notification of non-renewal of contract, in writing, in accordance with the terms of section 1229 of the School Code (and any subsequent amendments or successors of section 1229) as applicable to superintendent contracts of employment. After issuance of the written statement notifying Superintendent that non-renewal of this contract is being considered, but before actual notice of non-renewal is issued, Superintendent shall be given the opportunity to meet with not less than a majority of the Board to discuss the reasons for non-renewal. It is the responsibility of the superintendent to inform the board and request a performance evaluation prior to the first date the Board must act under section 1229 as amended or as succeeded.

2. As Superintendent, Allen agrees to perform his duties in a competent and professional manner, subject to the established policies and regulations of the board of education and the laws of the State of Michigan.
3. As Superintendent, Allen shall have charge of the administration of the schools under the direction of the Board. He shall be the chief executive officer of the Board; shall direct and assign teachers and other employees of the schools under his supervision; shall organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the District, subject to the approval of the Board; shall select all personnel, subject to the approval of the Board; shall from time to time suggest regulations, rules, and procedures deemed necessary for the well ordering of the school district, and in general, perform all duties incident to the office of the Superintendent and such other duties as may be prescribed by the Board from time to time. The Board, individually and collectively, shall promptly refer all criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendation. The Superintendent shall have the right to attend all Board meetings and all Board and citizen committee meetings, serve as an ex-officio member of all School Board committees, and provide administrative recommendations on each item of business considered by each of these groups.
4. This is a "260 day contract". The Superintendent shall be deemed to be in the employ of the district throughout the fiscal year(s) to which this contract applies. The normal work days shall be Monday through Friday each week, excluding recognized holidays as set forth in the attached Schedule of Administrative Fringe Benefits and vacation days as described below.

5. In the event the Board stipulates, for any reason, that additional compensation is to be paid to the Superintendent on a per diem basis, the per diem rate shall be determined by dividing the annual salary amount by 260.
6. The Superintendent represents that he will meet any requirements for certificates and credentials which may be required by law to serve in the capacity specified above. Failure by the Superintendent to comply with any such requirements shall be grounds sufficient for termination of this contract by the Board.
7. The Board agrees to pay Allen the sum of One Hundred Thirty-Three Thousand Five Hundred and 00/100 Dollars (\$133,500) as annual salary for the 2015-2016 school year of which \$133,500.00 is to be paid as a base wage for services rendered.

The salary is to be paid in bi-weekly installments. The salary 2015-2016 shall be **\$133,500**, and for 2016-2017 through 2019-2020 shall be determined. The salary for any subsequent year of this contract shall not be less than the prior year's salary, but may be more. As additional remuneration for Superintendent's services, the Board shall pay 5% of Superintendent's base salary into a 403b or 457 annuity account on an annual basis. As additional, the board shall pay the sum of \$354.80/ pay period to pay for the superintendent's purchase of a premium of a whole life life insurance policy and FICA/MPERS & other costs associated with this expense.

8. Insurance and fringe benefits shall be as described in the Schedule of Superintendent Fringe Benefits which is attached to and made part of this contract. In addition, the Superintendent shall be paid an annual local mileage allotment based on 5,000 miles at the IRS approved rate, to be paid on the first pay date of each quarter.
9. The Superintendent shall be entitled to 30 vacation days to be granted on July 1st of each fiscal year. The entitled days may be carried over to subsequent years, but at no time may vacation bank exceed two times the entitlement. As of June 30 of the current fiscal year, unused vacation days that would otherwise be lost upon entering in to the next fiscal year, shall be paid at the daily rate on the last payroll in June. Upon retirement or severance from the district, the board shall pay the current year's daily rate for unused vacation days.
10. Allen agrees to a full medical examination every other year if same is included within the benefits provided by the designated insurance plan. The board may require that the superintendent have a comprehensive medical examination if it may be deemed necessary to ensure that Superintendent is able to perform the essential functions of Superintendent. The board may name the examining medical doctor and/or medical facility. The results of such medical examination may be reviewed by both the Superintendent and the board, but will not be reviewed in public without the Superintendent's prior consent.
11. The Superintendent shall attend appropriate professional meetings at the local, state, and national levels and shall be reimbursed for his/her expenses in connection therewith and for any other reasonable out-of-pocket expenses incurred on behalf of the Board. In addition, the Board shall reimburse the Superintendent each year for the actual cost of graduate courses approved by the Board President up to an annual limit of 9 credits.
12. It is mutually agreed that this Contract does not confer tenure upon Allen in the above described position or any other non-classroom position within the District.
13. The Board shall provide, at no cost to the Superintendent, legal counsel and representation in any legal action brought against him in his capacity as Superintendent of the Board, and shall either hold harmless or insure him adequately against all liability that results from his performance in the

course and scope of his employment by the Board.

- 14. It is mutually understood that this Agreement may be terminated by the Board for willful violation by the Superintendent of any rules, regulations, directives, or policies of the Board; for violation of any of the terms of this Contract; or for legal and just cause, including but not limited to misconduct, inefficiency, or lack of legal qualifications. Prior to such termination, the Board shall provide the Superintendent with written notice of charges and an opportunity for a hearing before the Board. The Board's decision after a hearing shall be final and binding.
- 15. This is the entire agreement between these parties. There are no other or further promises or inducements between them. Any prior oral agreements or understandings are superseded by this Agreement. This Agreement may not be modified except in writing and approved by the Board and Superintendent in writing in accordance with the Michigan Open Meetings Act.

IN WITNESS WHEREOF, the parties hereto have affixed their hands on the day and year first written above.

BREITUNG TOWNSHIP SCHOOLS DISTRICT
BOARD OF EDUCATION

by Charles Novara
President

by [Signature]
Secretary

[Signature]
Superintendent

**BREITUNG TOWNSHIP SCHOOL DISTRICT
SCHEDULE OF SUPERINTENDENT FRINGE BENEFITS
2015-2016**

A. Insurance

The Board will contribute a monthly premium not to exceed \$458.33 per month for single, \$1020.83 a month for 2 person and \$1,331.25 for full family for the cost of MESSA PAK A **MEDICAL** benefit. The Board will contribute a monthly premium not to exceed \$658 per month for single, \$1,280 a month for 2-person and \$1,491.66 for full family for the total cost of MESSA PAK A. Employee's share of the premium will be paid through payroll deductions. For those employees selecting MESSA PAK B, the premium will be shared at 85% Board paid and 15% employee paid.

B. Sick Leave

The administrator shall be entitled to fifteen days per year sick leave, with no limit on the accumulation.

Upon retirement from the District, an administrator shall be paid for each unused sick day according to the following schedule:

100 or less day - \$20/day
Days exceeding 100 - \$30/day

Option to pay off unused sick days accumulated over 100 at the end of each fiscal year (last payroll in June) at a rate of \$30/day. Administrators shall not be paid for unused sick days below 100 until the time of retirement.

C. Personal Business Days

Reasonable use of personal business days may occur as approved by the Superintendent. Except in the case of emergency, the Administrator shall give the Superintendent at least one day advance notice of intent to use a personal business day.

1. At the beginning of every school year, three (3) days will be granted for the administrator's personal business. An administrator may accrue up to five (5) personal business days. There will be no pay out for unused personal days.
2. An administrator planning to use a personal business day or days shall notify the superintendent at least one (1) day in advance, except in cases of emergency.
3. At no time shall sick leave be used in conjunction with personal business

days except in cases of illness or emergency.

4. Personal business days shall be used at least one-half day at a time and no more than 3 personal days shall be used concurrently.

D. Professional Organization Dues

Upon written request, and with PRIOR approval of the Superintendent, the board shall pay for the Administrator's memberships in appropriate professional organizations.

E. Conference Expenses

Upon written request, and with the PRIOR approval of the Superintendent, costs of attendance at conferences shall be paid in full when substantiated with appropriate documentation and/or receipts.

F. Use of Personal Vehicle

The administrator shall be reimbursed at the board approved rate per mile for the use of his personal vehicle when conducting job related activities outside the district. See item # 8 of contract.

G. Holidays

The following holidays are recognized for the administrators with 260-day contracts:

1. Day before Labor Day
2. Labor Day
3. Thanksgiving Day
4. Day after Thanksgiving Day
5. Day before Christmas
6. Christmas Day
7. Day before New Years Day
8. New Years Day
9. Good Friday
10. Easter Monday
11. Memorial Day
12. Fourth of July

H. Vacation

See item # 9 of contract.