

Superintendent's Employment Contract
Between
Kimberly F. Thompson
and the Board of Education
of the Breckenridge Community School District

This contract is entered into on the 21st day of January, 2019, between the Board of Education of the Breckenridge Community School District, referred to as the "Board of Education," and Kimberly F. Thompson as Superintendent, referred to as "Administrator," in this contract.

Because the Board of Education at a meeting held on the 21st day of January, 2019, approved the employment of the Administrator as Superintendent in accordance with the terms and conditions of this contract, and the Administrator desires to be employed by the Board of Education in accordance with the terms and conditions of this contract, the parties in consideration of the mutual promises contained in this contract, agree to the following:

1. **TERM.** This contract shall take effect on the 1st day of July, 2019, and continue in force through the 30th day of June, 2021, subject to extension and termination as provided in Paragraphs 4 and 10.
2. **DUTIES.** The Administrator represents that he/she possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the provisions of Sections 1246 and 1536 of the Revised School Code, the regulations of the Michigan Department of Education, and those required by the Board of Education to serve in the position assigned. The Administrator agrees, as a condition of his/her continued employment, to meet all certification and continuing education requirements for the position assigned, as are and may be required by law or by the Michigan Board of Education. If at any time the Administrator fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this Contract shall automatically terminate and the Board shall have no further obligation hereunder. The Administrator agrees to devote his/her talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. The Administrator agrees to faithfully perform those duties assigned by the Board of Education and to comply with the directives of the Board of Education with respect thereto. The Administrator further agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations, and by the Board of Education, to carry out the educational programs and policies of the School District during the entire term of this Contract. The Administrator agrees to devote substantially all of his/her business time, attention and services to the diligent, faithful and competent discharge of his/her duties on behalf of the School District to enhance the operation of the School District and agrees to use his/her best efforts to maintain and improve the quality of the programs and services of the School District.
3. **EVALUATION.** Annually, no later than the last day of March of each year during the term of this contract, the Board of Education shall review with the Administrator his or her performance as Superintendent. The Administrator shall remind the Board of Education of this responsibility no later than the last day of December each year during the term of this contract. The Administrator's performance shall be evaluated by the Board of Education not less than annually using multiple rating categories that take into account data on student growth and performance as a significant factor. The Board and the Administrator will meet to discuss and determine performance standards and district goals, prior to commencement of the evaluation process. Criteria upon

which the Administrator shall be evaluated will be communicated to the Administrator by the Board of Education prior to the initiation of the evaluation process.

4. **EXTENSION.** This contract may be extended either by option of the Board of Education or by operation of law, as follows:
 - a. **Board Option.** The Board of Education, no later than the last day of March of each year during the term of this contract, may extend the contract for an additional one-year period. However, during the first year of this agreement, the Board of Education will not extend the contract for an additional year. In subsequent years, the Board of Education also shall establish the annual salary to be paid to the Administrator for the school year included in any possible extension. All other terms and conditions of this contract shall remain unchanged. The Board of Education in its sole discretion and with or without cause may decline to extend this contract for an additional year.
 - b. **Operation of Law.** Unless the Board of Education gives written notice of non-renewal of this contract to the Administrator at least 90 days before the contract's termination date, this contract will, without further action, be automatically renewed for an additional one-year period as provided by Public Act 183 of 1979. The Administrator annually shall advise the Board of Education of this obligation no later than the last day of December each year during the term of this contract.
5. **TENURE EXCLUSION.** This contract does not confer tenure upon the Administrator in the position of Superintendent or any other administrative position in the district.
6. **BASE COMPENSATION.** The Board of Education shall pay a salary to the Administrator in 26 equal installments, with the amount for each school year specified in the table below. The Board of Education retains the right to adjust the salary during the continuation of this contract, but an adjustment shall not reduce the annual salary below the figures specified in this paragraph. The amounts specified for years 2018-2019 and beyond are subject to contract extension per the terms of Paragraph 4.

2018-2019	\$94,760
2019-2020	\$94,760
2020-2021	\$97,000
2021-2022	\$97,000

7. **MERIT COMPENSATION** Consistent with Section 1250 of the Revised School Code, the Administrator's job performance and job accomplishments will be significant factors in determining any future adjustments to the Administrator's compensation. In addition to the base salary as provided in Paragraph 6, the Administrator shall be eligible for performance incentive compensation, in the form of an annuity, at the end of each contract year. Based upon an evaluation and determination of the Administrator's accomplishments in meeting annually predetermined, mutually agreed upon goals and objective of the School District, the Administrator may receive compensation, in the form of an annuity, of up three percent of his/her annual base salary. The exact percent will be set annually by the School Board by use of a rating formula and performance evaluation instrument to be mutually devised by the Board of Education and the Administrator.

8. **INSURANCE BENEFITS.** During the term of this contract, the Administrator shall receive the insurance benefits provided by the school district to full-time, professional administrative staff on the same basis as available to those staff members in accord with the Board of Education policy and subject to the following limitations: first, this paragraph excludes any insurance benefit specifically set forth in this contract; and second, such insurance benefits are subject to change at any time on the same basis as changed for full-time, professional administrative staff.
9. **OTHER BENEFITS.** The administrator is entitled to the following specific benefits:
 - a. **Vacation.** The Administrator shall receive twenty (25) work days' vacation with full pay each contract year, exclusive of legal holidays. However, should the Administrator not fully utilize the twenty (25) days' vacation, they may carry over five (5) days and accumulate up to a maximum of seventy-five (75) days per fiscal year. Upon retirement or resignation, the Board agrees to pay the Administrator, any unused vacation days at a pro-rated daily rate up to thirty days. For previous service to the district, the Administrator shall be granted thirty (30) additional vacation days to their bank starting in the 2015-2016 school year.
 - b. **Sick Leave.** The Administrator shall receive twelve (12) sick days per contract year. In the case that said days are not fully utilized, the Administrator may accumulate up to and including the amount other administrators can accumulate and upon retirement shall be reimbursed for any unused sick leave at a rate no higher than that of other administrators. For previous service to the district, the Administrator shall be granted sixty (60) additional sick days to their bank starting in the 2015-2016 school year.
 - c. **Personal Days.** The Administrator shall receive two (2) personal days off per contract year for use at his/her discretion.
 - d. **Schedule and Notification.** The Administrator shall schedule use of vacation, flextime, sick or personal days in a manner to minimize interference with the orderly operation and conduct of School District business. The Administrator will notify the Board President if he/she will be out of the district for any vacation, flextime, sick or personal days or on district related business.
10. **REIMBURSEMENT OF EXPENSES.** The Board of Education shall reimburse the Administrator for all actual and necessary business expenses related to the performance of the Administrator's duties on behalf of the District. Mileage reimbursement will be based on the allowed IRS rate per mile for out-of-district travel only.
11. **MEMBERSHIPS.** The Board of Education shall pay the annual membership dues for the Administrator to the Michigan School Business Officials (MSBO), the Michigan Association of School Administrators (MASA), and the MASA Region in which the school district is located, as well as other appropriate affiliations as approved. Subject to approval by the Board, the Administrator may attend appropriate professional meetings at the state or national level and shall be reimbursed for any related registration fees, tuition, travel, lodging, reasonable meal expenses for himself/herself not prepaid by the Board.
12. **TERMINATION.** If, at any time, the Administrator fails to maintain the credentials and qualifications for the position of Superintendent as required by this contract, the contract shall automatically terminate. The Administrator may be discharged and this contract terminated at any

time for a reason that is neither arbitrary or capricious, including failure to uphold any Board of Education bylaw, policy, or regulation. Further, the board shall be entitled to terminate this contract for acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if the Administrator materially breaches the terms and conditions of this Contract. It is agreed between the Administrator and the Board of Education that failure to fulfill the obligations of this contract will be viewed by the Board of Education as cause for discharge. It is further agreed, that prior to any dismissal by the Board of Education during the terms of this contract, the Administrator shall have the right of written charges, notice of hearing, and a fair hearing before the Board of Education. If the Administrator so chooses, he/she may be accompanied by legal counsel at the hearing, said legal expenses to be paid for by the Administrator. The hearing before the Board of Education will be public or private at the option of the Administrator. 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.

13. **SEVERABILITY.** If any provision of this contract is ruled illegal or unenforceable by a court of competent jurisdiction, the remainder of the contract not affected by the ruling shall remain valid and in effect.

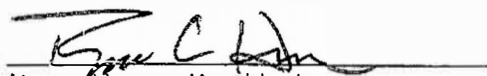
14. **DISPUTE RESOLUTION.** In the event of a dispute between the parties relating to any provision of this Agreement, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this Agreement, the parties hereby agree to submit such to binding arbitration. Such arbitration shall be conducted under the rules of, and administered by, the American Arbitration Association. The arbitrator's fee and the expense of the American Arbitration Association shall be shared equally by the parties. All parties are entitled to have representation of their own designation; however, each party shall be responsible for the costs of such respective representation.

15. **GOVERNING LAW.** This contract is governed by and shall be interpreted in accord with the laws of the State of Michigan.

We, the parties to this Superintendent's Employment Contract, sign our names and execute this contract as of the day and year written in the opening paragraph.

FOR THE BOARD OF EDUCATION

BY THE ADMINISTRATOR:


Royce Humm, President


Kimberly F. Thompson, Superintendent


Marcia Vetter-Collins, Secretary