

**MASON CONSOLIDATED SCHOOLS
SUPERINTENDENT OF SCHOOLS
CONTRACT**

THIS AGREEMENT made and entered into, this 21st day of February, 2018 by and between the Board of Education (the "Board") of Mason Consolidated Schools (the "School District"), a governmental entity organized and existing under the laws of the State of Michigan, and Andrew Shaw (the, "Superintendent") as follows:

1. **Term:** The Board agrees to employ Andrew Shaw as the Superintendent of Schools for a term of three (3) years five (5) months from February 21st, 2018 and including June 30, 2021. This contract is based on a 260 day work year.
2. **Duties:** The Superintendent agrees, during the period of this contract, to faithfully perform the duties and obligations in such capacity for the school district including, but not limited to, those duties required by the Revised School Code and by Board policy and guidelines. He will act as an advisor to the Board on matters pertaining to the school administration or the School District, and he will inform the Board of significant administrative action taken on its behalf. The Superintendent shall recommend, effect or cause to be effected, the policies, procedures and programs of the Board of Education as may be needed. He will faithfully and diligently fulfill all the duties and obligations incumbent upon him as the executive head of the School District.
3. **Qualifications:** Superintendent represents that he possesses, holds 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 assigned. Additionally, the Superintendent agrees, as a condition of his continued employment, to meet all continuing education requirements for the position assigned, as area as may be required by law and/or by the State Board of Education. The Superintendent shall meet the requirements for North Central Association of Accreditation. If at any time, the Superintendent fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, the Contract shall automatically terminate and the Board shall have no further obligation hereunder. Superintendent agrees to apply for Michigan teaching certificate and Michigan administrator's certificate within thirty (30) days of his commencement of employment with the School District.
4. **Compensation.** The Board agrees that in consideration for the Superintendent's employment, it will pay the Superintendent at the rate of not less than \$100,000 for July 1, 2017 – June 30, 2018, \$102,000 for July 1, 2018 – June 30, 2019, \$104, 000 for July 1, 2019 – June 30, 2020 and \$104,000 for July 1, 2020 – June 30, 2021. The payments are to be made in equal installments during the contract period. Any adjustment in salary made during the life of this Contract shall be in the form of an amendment and shall become a part of this Contract.
5. **Insurance Benefits.** The Superintendent shall receive medical, dental, vision and group long-term disability insurance as provided to other administrators of the School District. The aforementioned insurance coverage (medical, dental, vision, and long term disability) is subject to change at any time on the same basis as changed for full time professional

Christmas Eve Day
Christmas Day
Day following Christmas Day

President's Day *
Martin Luther King Day *

* If school or Professional Development is scheduled, this will not be a holiday.

- i. **Life Insurance.** The Superintendent shall receive a \$250,000 life insurance policy.
 - j. **Liability Coverage.** The Superintendent shall be covered under the District's Comprehensive General Liability Policy or other appropriate group liability policies up to \$1,000,000 in coverage for each occurrence.
 - k. **Payment of Professional Dues.** Annual membership dues for MASA professional organization shall be paid by the Board.
7. **Professional Development.** The Board expects the Superintendent to continue his professional development and expects him to participate in relevant learning experiences. The Superintendent may attend appropriate professional meetings at the local and state level and the expenses of said attendance to be incurred by the School District. The Superintendent shall request prior Board for any national event attendance and travel. Such request to the Board shall include estimated expenses for the national level conference. The Superintendent shall file an itemized expense statement with the Chief Financial Officer for all local, state and national conferences.
 8. **Evaluation.** The Board shall evaluate the Superintendent annually, and in writing, on or before June 30 using an evaluation instrument with multiple rating categories, that takes into account data on student growth as a significant factor, and that is mutually agreeable, provided that the Board will establish the evaluation instrument and criteria in the absence of agreement. The Board will grant a request by the Administrator to meet to discuss their written evaluation in closed session
 9. **Physical Examination.** As a condition precedent to the duties and obligations under this contract, the Superintendent agrees to have a comprehensive medical examination and to provide the Board of Education with a doctor's verification indicating the physical competency of the individual to perform the duties of the position. Thereafter, the Superintendent agrees to have a comprehensive medical examination at any point wherein there is a legitimate basis to question his or her fitness for duty. The Superintendent agrees to supply the Board of Education with a doctor's verification of such, as previously specified. It is agreed that the doctor's verification shall be treated as confidential information by the Board of Education.
 10. **Disability.** Should the Superintendent be unable to perform any or all of the duties outlined herein by reason of illness, accident, or other causes beyond the individual's control for period in excess of their accumulated sick leave and unused vacation time, the Board of Education may in its discretion make a proportionate deduction from the salary hereinbefore stipulated. If such a disability continues for more than one year or if said disability is considered permanent, irreparable, or of such a nature as to make performance of their duties impossible, the Board of Education may, at its option, terminate this agreement whereupon the respective duties, rights, and obligation hereunder shall terminate. Death of the superintendent terminates this contract.

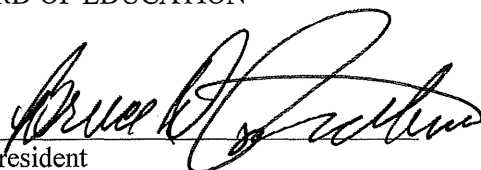
responsible for the cost of same. Arbitration shall be filed within 180 days of the alleged breach of contract.

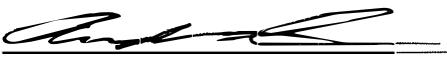
18. **Entire Contract.** This Contract constitutes the sole and entire existing agreement between the parties. It supersedes and cancels all prior contracts, all prior practices, whether oral or written, and expresses all obligations and restrictions imposed upon the Board and the School District. Provided, that this contract is voidable pursuant to the provision of the Revised School Code pertaining to criminal history background checks and unprofessional conduct checks. In order to be valid and binding, all changes and modifications to the Agreement shall be in writing, approved by the Board of Education and signed by the Superintendent and the Board of Education.

19. **Governing Law.** This Agreement is governed by the laws of the state of Michigan.

IN WITNESS WHEREOF the parties hereto set their hand this 21st day of February, 2018.

BOARD OF EDUCATION

By: 
President

By: 
Superintendent

By: 
Secretary

Date: 3-19-18