

## **Superintendent's Employment Contract**

Between  
Wade Slavik  
and the Board of Education  
of the Breckenridge Community School District

This Contract is entered into on the 15<sup>th</sup> day of February 2021, by and between the Board of Education of the Breckenridge Community School District (hereinafter the "Board of Education") and Wade Slavik (hereinafter the "Superintendent"). This Contract shall supersede and supplant all other and former contract(s) or other agreements between the parties in pertaining to the employment of the Superintendent.

The Board of Education at a meeting held on the 15<sup>th</sup> day of February 2021, approved the employment of the Superintendent in accordance with the terms and conditions of this contract, and the Superintendent 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:** The Board of Education hereby employs the Superintendent for a two (2) year term commencing on July 1, 2021 and ending on June 30, 2023, subject to all covenants and conditions of this Contract.

**2. DUTIES:** The Superintendent shall be the chief executive officer of the School District and perform the duties of Superintendent as directed by the Board of Education, and as set forth within this Contract, any applicable policies of the School District, and as required by the laws of the State of Michigan. The Superintendent agrees to comply with and fulfill the policies, rules and regulations as established from time to time by the Board of Education of the School District. The Superintendent agrees to maintain, enhance, improve, and carry out the programs, services, and policies of the School District during the term of this Contract diligently, faithfully, and competently.

**3. COMPENSATION:** The School District agrees to pay the Superintendent a salary of Ninety-Three Thousand One Hundred and Fifty Dollars (\$93,150.00) in 26 equal installments for the 2021-2022 school fiscal year. The Superintendent's performance shall be evaluated annually, and the Board of Education may adjust the Superintendent's salary on July 1 of each year during the term of this Contract, if warranted. An annual valuation rating of highly effective or effective shall result in an increase of one percent (1%) for year two (2) of this contract. Any salary adjustments made by the Board of Education shall not reduce the amount of salary paid to the Superintendent. The School District shall be authorized to make such payroll deductions as required by law or authorized by the Superintendent. The School District shall also make all employer contributions required by law to be made to the Michigan Public School Employees Retirement System regarding and on behalf of the Superintendent.

**4. WORK YEAR:** The Superintendent shall perform the duties over the full fifty-two (52) weeks of the school fiscal year, less applicable vacation, leave, and holidays. The Superintendent shall be expected to attend meetings of the Board of Education, including committee meetings if requested. The Superintendent shall attend and participate in School District functions and other civic activities having relation to the School District's interests. The time expended in attending such meetings and activities has been considered in setting the Superintendent's compensation and thus no additional compensation shall be forthcoming for such attendance.

*a. Holidays.* The following days shall be considered holidays, during which work will not be scheduled or required:

New Year's Day	Independence Day	Christmas Eve
Good Friday	Labor Day	Christmas Day
Memorial Day	Thanksgiving Day	Day after Thanksgiving
New Year's Eve		

If a regular holiday falls on a Saturday or Sunday, and any other day is declared as the School District's designated holiday, that day shall not be a scheduled workday.

**5. BOARD MEETINGS:** The Superintendent shall prepare the agenda for each Board of Education meeting in consultation with the Board President. The Superintendent shall provide recommendations and supporting documentation on each agenda item five (5) days in advance of the regularly scheduled meetings so that each board member can assimilate such information prior to the meeting.

**6. TENURE EXCLUSION:** It is agreed that the Superintendent shall not be deemed to be granted or otherwise acquire continuing tenure in the capacity as Superintendent or in any administrative/non classroom teaching capacity by virtue of this Contract of employment or any other circumstances.

**7. PERFORMANCE EVALUATION:** The Board of Education shall evaluate the performance of the Superintendent, in writing, no later than March 31<sup>st</sup> of each year during the term of this Contract. The Superintendent 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 Superintendent's performance shall be evaluated by the Board of Education not less than annually using multiple rating categories that consider data on student growth and performance as a significant factor. The Board of Education will adapt their evaluation criteria to meet that of what is specified by the State of Michigan. The Superintendent evaluation shall be based on fifty percent (50%) professional practices, twenty percent (20%) state determined student growth assessment, twenty percent (20%) local NWEA student reading and math composite score growth, and ten percent (10%) progress on district wide goals. Criteria for evaluation upon which the Superintendent shall be evaluated will be communicated to the Superintendent by the Board of Education prior to the initiation of the evaluation process. The Board of Education and the Superintendent will meet to discuss and determine performance standards, district goals, and three (3) personal goals prior to commencement of the evaluation process. In

addition, quarterly evaluations may be held at the request of the Superintendent or Board of Education members.

**8. MERIT COMPENSATION:** In addition to the base salary as provided in paragraph 3, the Superintendent shall be eligible for performance incentive compensation, in the form of an annuity of up to three percent (3%) of the Superintendent's current annual base salary. The merit compensation will be based on the results of the annual performance review as defined in paragraph 7. Merit compensation will be determined as follows:

- Highly Effective Rating = 3% of current base salary.
- Effective Rating = 1.5% of current base salary.

**9. INSURANCE BENEFITS:** The School District shall provide the Superintendent with the following, or comparable, benefits.

- a. Full family hospital, surgical, medical and prescription insurance.
- b. Full family dental insurance including orthodontic rider.
- c. Full family vision insurance.
- d. Long term disability insurance.
- e. \$30,000 life insurance with \$30,000 AD&D

The Superintendent agrees that the School District has the right to allocate to the Superintendent responsibility for a portion of the premium for such insurance coverages, as may be determined by the School District, in its discretion. This contribution shall not be less than the amount required by the School District to be in compliance with the Publicly Funded Health Care Insurance Act, 2011 PA 152. The Superintendent agrees that the amount of premium contributions required shall be payroll deducted from the Superintendent's compensation.

**10. OTHER BENEFITS:** The Superintendent is entitled to the following specific benefits:

- a. **Vacation:** The Superintendent shall receive twenty-five (25) workdays of vacation with full pay each contract year, exclusive of holidays. Should the Superintendent not fully utilize the twenty (25) days' vacation, they may carry over five (5) days and accumulate up to a maximum of thirty (30) days per fiscal year. Upon retirement or resignation, the School District agrees to pay the Superintendent any unused vacation days at one hundred percent (100%) of the current daily rate up to thirty days (30). Vacation days shall be taken at the Superintendent's discretion with notification to the President of the Board of Education. Any vacation period more than ten (10) consecutive workdays is subject to prior approval of the Board of Education.
- b. **Sick Leave:** The Superintendent shall receive twelve (12) sick days per contract year. Should the Superintendent not fully utilize the twelve (12) sick days, they may carry over three (3) days and accumulate up to a maximum of twenty (20)

days per fiscal year. Upon retirement or resignation, the School District agrees to pay the Superintendent any unused sick days at one hundred percent (100%) of the current daily rate up to twenty days (20).

- c. **Personal Days:** The Superintendent shall receive two (2) personal days off per contract year for use at his/her discretion.
- d. **Cellphone Allowance:** The Superintendent shall be required to own or lease a cellular telephone for purposes of communicating with School District personnel and to otherwise fulfill the responsibilities of the Superintendent position. To help defray the costs, the Board of Education will provide the Superintendent with a cellular telephone allowance of seventy-five dollars (\$75) per month.

**11. REIMBURSEMENT OF EXPENSES:** The Board of Education shall reimburse the Superintendent for all actual and necessary business expenses related to the performance of the Superintendent'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.

**12. MEMBERSHIPS:** The Board of Education shall pay the annual membership dues for the Superintendent 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 Superintendent 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 not prepaid by the Board.

**13. TERMINATION:** If, at any time, the Superintendent fails to maintain the credentials, certifications, continuing education requirements and qualifications for the position of Superintendent as required by this contract and the law, the contract shall automatically terminate. The Superintendent 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 Superintendent materially breaches the terms and conditions of this Contract. It is agreed between the Superintendent 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 that is neither arbitrary or capricious. It is further agreed, that prior to any dismissal by the Board of Education during the terms of this contract, the Superintendent shall have the right of written charges, notice of hearing, and a fair hearing before the Board of Education. If the Superintendent so chooses, he/she may be accompanied by legal counsel at the hearing, said legal expenses to be paid for by the Superintendent. The hearing before the Board of Education will be public or private in a closed meeting at the option

of the Superintendent. 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 acting in compliance with MCL 380.1229.

**14. 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.

**15. 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.

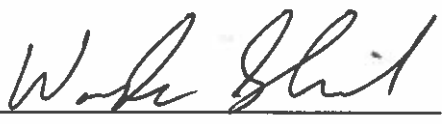
**16. GOVERNING LAW:** This contract is governed by and shall be interpreted in accord with the laws of the State of Michigan.

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**

  
\_\_\_\_\_  
Alan Sanger, President

**BY THE ADMINISTRATOR**

  
\_\_\_\_\_  
Wade Slavik, Superintendent

  
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Julayne Goward, Secretary