

**HESPERIA COMMUNITY SCHOOLS
SUPERINTENDENT'S CONTRACT OF EMPLOYMENT**

This contract made and entered into by and between the Board of Education of the Hesperia Community Schools, hereinafter called the "Board" and Vaughn White, hereinafter called the "Administrator" or "Superintendent".

WHEREAS, Vaughn White possesses the qualifications required under the laws of this state, NOW, THEREFORE, it is agreed between the parties as follows:

1. **Period of Employment.** The Board agrees to employ the Administrator in an administrative capacity as Superintendent for the term of July 1, 2019 to June 30, 2021. The Administrator shall be employed to work for a period of fifty-two (52) weeks of the school year. The Administrator agrees to serve the school district in that position, or in any other position which he may be assigned and to faithfully perform the duties of his position to the satisfaction of the Board and in accordance with the rules, regulations, policies and educational programs of the Board and the laws and regulations of the state of Michigan.
2. **Qualifications.** The Administrator represents that he holds all certificates and other qualifications required by law for his administrative assignment and understands that it is his responsibility to maintain all such required certificates during the life of this contract or it shall become null and void.
3. **Annual Salary.** The Board agrees to pay the Administrator an annual salary in the amount of \$101,000 during the 2019-2020 school year. The annual salary payment shall be payable in twenty-six (26) equal installments on a bi-weekly basis during the contract year. The Board will review the Administrator's overall performance annually and establish his annual salary at such a rate that it considers appropriate; provided however, the Administrator's salary shall not be less than the compensation received the previous year.
4. **Annuity Payments.** The District makes available a program that allows the Superintendent to designate portions of his salary to be placed in tax-deferred annuities. The Administrator may select the annuity or annuities from those offered by the District and determine the amount to be placed in the annuity. In addition, the District will pay five per cent (5%) of the Administrator's annual salary, but excluding step amounts to the tax-deferred annuity designated by the Administrator.
5. **Merit Compensation.** Consistent with Section 1250 of the Revised School Code, the Superintendent's job performance and job accomplishments will be significant factors in determining any future adjustments to the Superintendent's compensation.

6. **Additional Benefits.** The Board shall provide the Administrator with the following paid benefits in addition to the salary set forth in Paragraph 3:
- a. Legal holidays specified in the school calendar plus 20 vacation days each school year. With the prior approval of the Board, unused vacation days may be carried over to the next school year, provided however, that at no time may the Administrator have more than fifty (50) days of accrued but unused vacation. Upon termination of employment accrued vacation days, not to exceed fifty (50) days, will be paid in a lump sum payment based on the Administrator's per diem formula.
 - b. The district will allow the administrator to use (cash out) up to 10 vacation days each year. If elected, the benefit will be paid out in a lump sum based on the administrator's per diem rate. This payment will occur by June 30 of each year.
 - c. The Administrator will be reimbursed at the current mileage rate established by the district for travel related to school business.
 - d. The Administrator will be paid \$50 per month cell phone stipend paid as wages.
 - e. Sick leave days in the amount of 14 days per school year, to be used when the Administrator is absent from work due to personal illness or injury. Three days may be used as personal days each school year. Sick days are accumulative without limit, including any accrued but unused sick leave days from the Administrator's service in the district. Upon termination of employment, accrued but unused sick days will be paid in a lump sum payment at the rate of \$60.00 per day not to exceed 90 days and \$15.00 per unused sick day over the 90 days for all accrued but unused sick leave upon retirement or resignation.
 - f. Membership in such professional education organizations as the Board may approve.
 - g. Health insurance package in effect for the District Administrators or as modified or changed subsequently by Board action. This package currently includes medical, dental, and vision insurance. In the event that the Administrator elects not to utilize the medical insurance, cash in lieu of health in the value of single subscriber cap amount will be given.
 - h. Term life insurance in the amount of two times the Administrator's current salary.
 - i. Disability insurance package in effect for District Administrators or as modified or changed subsequently by Board action. This package currently includes long term disability.
 - j. The Administrator will be given the necessary time off from work without loss of pay in the event of the death of his spouse and/or children. In the event of the death of a relative of the Administrator or his spouse, leave will be granted as agreed upon by the Board and the Administrator.
 - k. The Administrator shall be given steps based on continuous years as an administrator in the district.

Step 3	Step 4	Step 5	Step 7
\$2,000	Additional 5 Days Vacation	\$2,000	\$2,000

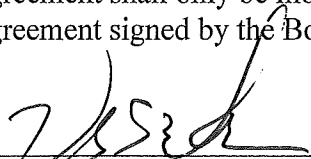
7. **Expenses.** The Board shall pay the reasonable expenses incurred by the Administrator to attend meetings, conferences, and conventions as may be approved by the Board.
8. **Tenure Exclusion.** This contract does not confer tenure upon the Administrator in the position of Superintendent or any other administrative position in the district.
9. **Contract Renewal.** The Board will follow all applicable statutory requirements, as may from time to time exist, concerning the renewal or non-renewal of this contract. Unless the Board 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 Superintendent annually shall advise the Board of this obligation during the month of March.
10. **Termination for Just Cause.** This contract is terminable at any time during its term for just cause. If during the term of this contract, action is undertaken to terminate this contract for just cause; the Board shall notify the Administrator in writing of the reason (s) for the recommendation of termination. The Administrator shall have the right upon his written request, to a public or private hearing before the Board concerning the recommendation for termination. Such a request may be received by the Board within ten (10) days of the Administrator's receipt of the notice. In the event of the recommendation of the board for termination the parties agree to enter into binding arbitration. If a hearing is requested, the hearing must be held prior to the Board taking action on the recommendation for termination.
11. **Superintendent and Board Relationship.** The Board, individually and collectively, shall promptly refer all criticisms, complaints, and suggestions called to its/their attention to the Superintendent for study and recommendation and shall refrain from individual interference with the administration of school policies, except through Board action. In addition to directing that all complaints/criticisms/suggestions concerning the District or any of its personnel be forwarded directly to the Superintendent as set forth above, the Board agrees that it shall work with the Superintendent in a spirit of cooperation and team work, and shall provide Superintendent with periodic opportunities to discuss Board/Superintendent relationships. Whenever it is deemed desirable by either a majority of the Board or by the Superintendent, an outside advisor/facilitator will be mutually selected by the Board and Superintendent, and shall be paid for by the District, to facilitate discussion of the relationships of the Board and Superintendent, in advancement of the best interest of the District.

12. Indemnification. The District agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual capacity, or in his official capacity as an agent or employee of the District, provided the incident arose while the Superintendent was acting within the scope of his employment and excluding criminal investigation initiated by the Board. The Board shall provide public liability insurance for the administrator to cover legal expenses in defense of claims and payments of judgments resulting from his function as Superintendent, and will reimburse him for any portion of such expenses not covered by insurance. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions, and legal proceedings. This clause will not be in effect if the Superintendent acted in a knowingly unlawful manner.

13. Executive and Administrative Officer of the Board. The Superintendent shall serve as chief executive officer and chief administrative officer of the Board. He shall be entitled to:

- a. Present his recommendations to the Board on any subject under consideration by said Board.
- b. Attend each meeting of the Board unless some emergency should arise.
- c. If the Board has an issue with the Superintendent, the issue shall be discussed in closed session between the Board and Superintendent.
- d. May serve as an ex-officio member of each committee established by the Board.

14. Complete Agreement. This contract constitutes a complete expression of the term of the employment agreement between the Board and the Administrator, and there are no other oral or written agreements or understandings between the parties concerning or affecting this employment relationship. This agreement shall only be modified or amended by subsequent written agreement signed by the Board and the Administrator.

By 
Superintendent

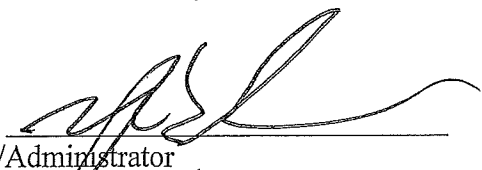
By 
Board President

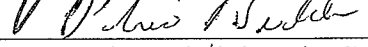
Dated 1/18/19

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ADMINISTRATIVE SICK BANK
RULES & REGULATIONS
OCTOBER 2001

- ❖ Board will contribute 60 days.
- ❖ On July 1st of each school year, if the bank is below 60 days, the Board will contribute the number of days needed to have a minimum of 60 days in the bank.
- ❖ A committee composed of the superintendent, central office support person, a building principal, and a supervisor will be responsible to administer and manage the sick bank.
- ❖ Each participating employee will contribute a minimum of 1 day each year until the total number of days in the bank reaches 100.
- ❖ In any year that the number of days in the bank drops below 75, the participating employees contribute a minimum of 1 day.
- ❖ A participating employee may draw a maximum of 20 days per year from the sick bank.
- ❖ Prior to being eligible to draw days from the bank, a participating employee must have used all available leave time. This would include sick and personal days, along with vacation if applicable.
- ❖ A participating employee must have been off work for 5 consecutive days as a result of an illness before qualifying to access the sick bank.
- ❖ All eligible employees will be required to participate.

Vaughn White 
Superintendent/Administrator

Patricia Budde 
Business Manager/Non-Union Administrative Representative