

SUPERINTENDENT'S CONTRACT

LAKE CITY AREA SCHOOLS

This contract, entered into this 29th day of July, 2021 between the Lake City Area Schools Board of Education, (hereinafter called the Board) and Dr. Timothy Hejnal, (hereinafter called, Superintendent).

WITNESSETH

1. **TERM:** This contract shall take effect on August 1, 2021 and continue in force through June 30, 2023 subject to extension and early termination as provided in paragraphs 4 and 12, respectively
2. **DUTIES:** The Superintendent agrees to perform the duties of Superintendent in a competent and professional manner in accordance with the established policies and regulations of the Board of Education and the laws of the State.

The Superintendent shall work in close conjunction and shall maintain proper lines of communications with the principals.

The Superintendent shall present recommendations to the Board on any subject under consideration by said Board.

The Superintendent shall comply with all directives, as well, as any and all administrative practices and operating procedures as established by the Board.

The Superintendent shall attend each meeting of the Board.

The Superintendent shall have complete freedom to organize, re-organize, and arrange the administrative and supervisory staff, including instruction and business affairs, which in his judgment best serves the district responsibility for selection, replacement, and transfer of personnel. The Superintendent shall keep the Board informed of all such changes.

The Board, individually and collectively, shall refer promptly all criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendation.

3. **EVALUATION:** The Board will evaluate the Superintendent's performance at least annually 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 established performance goals, and that is mutually agreeable, provided that the Board will establish the evaluation instrument and criteria in the absence of agreement.

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The Board will grant a request by the Superintendent to meet to discuss his written evaluation in closed session.

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 June 30, 2022, may extend the contract for an additional one-year period, and each subsequent year consider an extension by June 30. In exercising this option, the Board of Education also shall establish the annual salary to be paid to the Superintendent for the school year included in the extension. All other terms and conditions of this contract shall remain unchanged unless mutually agreed to in writing. The Board of Education in its sole discretion and with or without cause may take no action to extend this contract for an additional year and in such case there will not be an extension.
 - B. **Operation of Law.** Unless the Board of Education gives written notice of non-renewal of this contract to the Superintendent 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, now being MCL 380.1229. The Superintendent shall advise the Board of Education of this obligation in January if the contract terminates at the end of that school year and the Board shall conduct the evaluation of the Superintendent prior to March 30 of that year.
5. **COMPENSATION:** The Board agrees to pay the Superintendent an annual salary of **One Hundred Twelve Thousand Five Hundred Dollars (\$112,500)** during each year of the contract. The salary shall be paid in equal installments. 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 this amount. The Board agrees to an increase of pay in the amount of \$2500 effective July 1, 2022.
6. **MERIT COMPENSATION.** Consistent with the requirements of applicable legislation, the Superintendent shall be eligible for an annual merit pay bonus based upon his performance of up to \$1,000 which shall be paid after the evaluation rating is completed. The Superintendent shall receive the full amount of such bonus if he is rated Highly Effective on his final year-end evaluation; one half of this amount if he is rated Effective on his final year end evaluation, and shall not receive any bonus if he is rated Minimally Effective or Ineffective on his final year-end evaluation.
7. **PROFESSIONAL DUES:** The District shall pay reasonable state and national association and journal dues of the Superintendent for membership in professional organizations. The Superintendent is authorized to attend state-wide meetings and may attend one national conference per year based upon budget considerations and Board approval.
8. **TENURE:** It is mutually understood and agreed that this contract does not confer tenure upon the Superintendent in that position or any other administrative position.
9. **FRINGE BENEFITS:** The Superintendent shall be entitled to four (4) weeks vacation each year of said contract and normal holidays within the yearly school calendar. The Superintendent shall be granted 14 days sick leave per year of which 3 may be used for

personal business. Sick leave days may be accumulated up to 120 days. Vacation days are to be used in the year of said contract, unless approved otherwise by the Board on an annual basis.

The District shall maintain at its expense a policy of two hundred thousand dollars (\$200,000) of term life insurance insuring the life of the Superintendent during the term of this contract and any extension thereof, payable to such beneficiaries as the Superintendent may designate. The District shall also maintain long-term disability insurance on a maximum of salary of \$6,750 per month.

The Board shall pay the Superintendent for mileage for his personal car driven outside the local district and for checking weather conditions at the IRS rate.

The Superintendent shall be afforded the following: Health Insurance to match the District Teacher's Union Group Insurance, SET Ultra-Dent and SET Ultra-Vision, or their equivalent as established under the policy of the Board of Education of the District, and said policy is specifically incorporated herewith and made part of this contract.

The Board will reimburse the Superintendent for any other reasonable expenses incurred by the Superintendent in the performance of his duties. Said expenses shall be presented to the Board for approval at the meeting following the date incurred.

10. **PROFESSIONAL MEETINGS:** The Superintendent will advise the Board of professional meetings at the local, state, and national levels that he would like to attend. With Board approval, he shall be reimbursed for his expenses in connection therewith and for any other reasonable out-of-pocket expenses incurred on behalf of the Board.
11. **SCHOOLING ALLOWANCE:** The Board shall pay or reimburse the Superintendent for tuition, books, and mileage expenses incurred in fulfillment of his education and schooling to maintain his Superintendent Certification as required by the State and the Board of Education in an amount not to exceed \$3,000 per year.
12. **TERMINATION PROVISIONS:** The Superintendent shall be subject to discharge for good and just cause, but the Board shall not arbitrarily and capriciously dismiss him. No discharge shall be effective until written charges have been served upon him and he shall have an opportunity for a fair hearing before the Board after ten (10) working days notice in writing. Said hearing shall be public or private at the option of the Superintendent. At such hearing, he may have legal counsel at his own expense.
13. **BREACH:** In the event of a breach on the part of either party to this agreement, nothing contained herein shall be construed to render the obligations of either party under this agreement null and void.
14. **AMENDMENT:** This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be amended, renewed or extended except by an instrument in writing (addendum or otherwise), duly adopted and executed by the parties.
15. **SEVERANCE PAY:** The Board shall pay \$50 per day for unused vacation days and accumulated sick days (maximum accumulation of sick days = 120).


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

LAKE CITY AREA SCHOOLS

By 
Thomas Redman, Board of Education President

Date 7-29-21

By 
Dale Rainier, Board of Education Secretary

Date 7-29-21

By 
Timothy Hejnal, Superintendent

Date 7.29.21