

**LINCOLN CONSOLIDATED SCHOOLS
SUPERINTENDENT’S CONTRACT OF EMPLOYMENT
FOR 2020-2023**

THIS CONTRACT is made at Ypsilanti, Michigan, this ____ day of _____, 2020 between Lincoln Consolidated Schools, a Michigan general powers school district (“Lincoln”), and Mr. Robert Jansen (“Superintendent”), and is effective July 1, 2020 through June ___, 2023.

In consideration of the parties' mutual promises and obligations, the parties agree as follows:

1. **EMPLOYMENT**

Lincoln employs Superintendent as Superintendent of Schools and Superintendent agrees to work for Lincoln in the capacity of Superintendent.

2. **TERM**

The School District hereby employs the Superintendent, and the Superintendent agrees to work for the School District for a three (3) year term commencing on July 1, 2020, through June 30, 2023. It is understood and agreed that Superintendent is employed in the capacity of Superintendent, as defined in Michigan’s Revised School Code of 1976, as amended.

The Superintendent shall notify the President of the Lincoln Board of Education (“Board”) in writing on or before March 1 of each Contract year of his desire to have the term of this Contract extended for an additional year. Failure of the Superintendent to notify the Board President in writing by March 1 of each year will result in the Contract not being extended for an additional year. If the notice is timely provided to the Board President, the Board will, not later than April 1st of each year during the term of this Contract, consider extending the term of this Contract for an additional one-year period, which the Board may do in its sole discretion and at its will. If the Board President was timely notified by the Superintendent and if the Board fails to consider the extension, the Contract term shall be deemed to have been extended for an additional year in accordance with the terms hereof.

3. **DUTIES**

Superintendent will serve Lincoln and perform the duties of Superintendent as directed by the Board of Education of Lincoln and as required by the laws of the State of Michigan. Superintendent will act in a competent and professional manner

and will obey and fulfill the policies, rules and regulations as established by the Lincoln Board of Education and will carry out its programs and policies during the term of this Contract. Superintendent will devote his time, skill, labor and attention to this employment and will faithfully perform the duties of Superintendent for Lincoln as directed by the Board of Education or as required by law or the dictates of prudent judgment as an educator and administrator. Superintendent shall consult the Board before undertaking any activity which would significantly limit the performance of the duties set forth here and in Paragraph 8. The Superintendent's goals for each school year, shall be adopted by the Board of Education, and are incorporated in this Agreement.

The Superintendent shall serve as Chief Executive Officer of the Lincoln Consolidated Schools and Chief Administrative Officer to the Board of Education. He shall be entitled to: (A) Present his recommendations to the Board of Education on any subject under consideration by said Board; (B) Serve as an ex officio member of each committee established by the Board of Education excluding any committee established to evaluate the performance of the Superintendent or alleged conflict of interest or misconduct of the Superintendent.

The Superintendent shall have the responsibility to organize, reorganize or arrange the administrative and supervisory staff, including instruction and business affairs, which in his judgment best serves the interests of the District. This responsibility for selection, placement and transfer of personnel shall be vested in the Superintendent subject to approval of the Board of Education.

4. **SALARY AND MERIT COMPENSATION**

Lincoln will pay Superintendent a base salary of \$141,000 for the period July 1, 2020 through June 30, 2021, which will increase by \$1,000 in each subsequent year of the term of this contract. In addition, the Superintendent shall be eligible for an annual increase of up to a maximum of 2% of his base salary based upon his performance which shall be paid in July. The Superintendent will receive this increase (of up to 2% of his base salary) only if he receives an "effective" or "highly effective" rating by the Board of Education. Lincoln shall pay Superintendent's salary by installments in the same intervals available to other full-time administrative employees.

5. **§ 403b and §401a PLANS**

The following is a non-elective employer paid 403(b)/401(a) contribution with no cash option given. In addition to the salary set forth in above, for each year of this contract Lincoln will provide Superintendent as part of his base salary an additional eight percent (8%) to be used for his § 403b tax sheltered annuity and/or, if available, his § 401a

deferred compensation plan, as he directs. Commencing on July 1, 2020, the Payment will be made in equal installments through regular payroll.

6. **WORK YEAR**

Superintendent will perform his duties over the full twelve (12) months of Lincoln's fiscal year, being July 1 through June 30, less applicable vacation, leave and holidays. Superintendent will attend meetings of the Board of Education and its Committees, as requested by the Board of Education, and will attend activities related to the School District's interests inside and outside the community serviced by the School District. The time expended in attending such meetings, activities and functions has been taken into account in setting Superintendent's salary so that no additional compensation will be paid for such activities.

7. **TENURE**

This Contract does not confer tenure upon Superintendent in the position of Superintendent or any other administrative position in the School District.

8. **EVALUATION**

Annually, but no later than the last day of December of each year during the term of this contract, the Board of Education shall review with the Superintendent, his performance as Superintendent as required by MCL 380.1249 and 380.1249b using an evaluation instrument with multiple rating categories and otherwise in compliance with these laws and Michigan law generally.

9. **CONFLICT OF INTEREST**

Superintendent will faithfully serve Lincoln and its best interests to the extent required by this Contract and by law. Superintendent will not, directly or indirectly, act, acquire or otherwise possess any interest adverse to Lincoln. In the event a given act or interest appears to conflict with the interests of Lincoln, Superintendent shall make full disclosure to the Board of Education for its review and disposition, which disposition shall be controlling and complied with by Superintendent.

10. **PROFESSIONAL ACTIVITIES**

Superintendent is encouraged to attend and participate in appropriate professional activities at the local, state and national levels. Within budget constraints, as approved in advance by the Board of Education, the costs of attendance shall be paid by Lincoln. In addition, Superintendent may attend a continuing education course or professional growth program regarding management or education issues one week each year or two weeks every other year. The Board shall pay Superintendent's salary and all reasonable expenses associated with his attendance.

11. **MEDICAL EXAMINATION**

At least once a year, during the term of this Contract, upon request of the District Superintendent shall have a medical examination and Lincoln shall pay for the portion not covered by insurance. Superintendent shall provide to the President of the Board of Education the results of the examination and shall inform the Board of any health issues which he believes would affect his satisfactory performance of this Agreement.

12. **BOARD MEETINGS**

Among his other duties, Superintendent shall prepare the agendas for each Board of Education meeting, in consultation with the President of the Board or the President's designee. He shall forward copies to each member of the Board, along with his recommendations and supporting documentation on each agenda item, sufficiently in advance of the meeting, so that each member can review such information, when possible, prior to the meeting.

13. **AUTOMOBILE MILEAGE REIMBURSEMENT**

Superintendent will receive reimbursement for all driving for District-related business at the IRS stated mileage reimbursement rate.

14. **LIABILITY INSURANCE**

Lincoln represents that it currently maintains School Board Legal Liability Errors and Omissions Insurance which covers employees, including the Superintendent, subject to the policy's terms, exclusions and limits which are all subject to modification from time to time. Lincoln also represents that it currently maintains general liability insurance which covers all employees, including the Superintendent, subject to the policy's terms, exclusions and limits, which are subject to modification from time to time.

Notwithstanding the above statement of coverage, the Board shall indemnify and hold harmless the Superintendent in the event he becomes a party or is threatened to be

made a party to any threatened or pending suit or proceeding, notwithstanding that said claim(s) may be asserted at any time following the termination or conclusion of this contract, for acts or omissions within the scope of his authority as the Superintendent of the Lincoln Consolidated Schools against expenses (including reasonable attorneys' fees), judgments and amounts paid in settlement actually and reasonably incurred if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Lincoln Consolidated Schools. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against any demands, claims, suits, actions and/or legal proceedings.

15. **ADDITIONAL FRINGE BENEFITS**

- A. **Vacation/Personal.** Superintendent will receive twenty (20) paid personal days per school year, which may be used for personal or vacation days. Superintendent is eligible to accrue paid personal days and carry over up to twenty-five (25) accrued but unused paid personal days from one school year to the following. Superintendent may cash in up to 10 accrued but unused personal days at the end of the 2020/2021 school year at a per diem rate to be calculated based on total MPSERS reportable income divided by 260 days. Upon separation from the District for any reason, the Superintendent is not eligible to receive a payout for any accrued but unused paid personal days other than whatever remains of the 10 day bank for the current year.
- B. **Sick Leave.** Superintendent shall receive 15 paid sick leave days per school year. The Superintendent shall not be compensated for accrued but unused sick days. Up to a total of 20 accrued but unused sick days may be carried over to subsequent school years. Upon separation from the District for any reason, the Superintendent is not eligible to receive a payout for any accrued but unused sick days.
- C. **Medical Benefits.** The Superintendent shall be provided health, dental and vision benefits commensurate with those provided to other central administrators of the District.
- D. **Life Insurance.** The Superintendent shall be provided with Superintendent term life insurance with a death benefit equal to three (3) times the Superintendent's base salary.
- E. **Long Term Disability Benefits.** The Superintendent shall be provided with long-term disability benefits commensurate with those provided to other central administrators of the District.
- F. **Holidays.** The Superintendent will be entitled to paid holidays as observed by other central administrators of the District.

G. Membership Dues and Expenses: Subject to prior approval by the Board President, Superintendent may attend professional meetings and seminars at local, state, and national levels and shall be reimbursed for membership, registration fees, and necessary costs for Superintendent's travel.

H. MPSERS Reimbursement: The Superintendent and School Board agree that all items under the compensation section of this contract are direct compensation for duties of the role as Superintendent and the District will pay all applicable MPSERS cost on these items. If at any time there is a reimbursement from the ORS for contributions made from wages in this contract, or reimbursements from the ORS not yet paid from previous contracts entered into between Lincoln Consolidated Schools and Superintendent, they will all be paid back (employer and employee) to Superintendent through a 403(b)/401(a) plan with no cash option given.

16. **DISABILITY PAY**

During the term of this Contract, Superintendent's salary will be continued by the School district for any period of temporary incapacity due to illness or other disability, but not beyond any continuous period of 120 calendar days. If Superintendent qualifies for, and is eligible to receive long term disability insurance benefits following the applicable waiting period, Long Term Disability will provide coverage in accordance with its policy terms.

17. **TERMINATION OF CONTRACT**

A. Should Superintendent be unable to perform the duties and obligations of this Contract by reason of illness, accident or other cause for a period of more than 120 calendar days, the Board of Education, at its option, may terminate this Contract, and the respective rights, duties and obligations of the parties shall terminate except for the disability benefits provided in this Contract. Likewise, if it is determinable in less than 120 days that such illness, injury or other cause is permanent, irreparable, or of such nature as to make Superintendent's continued performance of the Superintendent's duties improbable, the Board, at its option, may terminate this Contract and the respective rights, duties and obligations of the parties shall terminate except for the disability benefits provided in this Contract. Termination pursuant to provision this paragraph requires at least a 5-2 vote of the Board of Education.

B. In addition to any other rights Lincoln may have, by law or under this Contract, this Contract may be terminated at any time during its term by Lincoln for just cause, including but not limited to, acts of moral turpitude; acts of misconduct; conviction of a felony, conviction of a misdemeanor involving sexual misconduct or child abuse, embezzlement or other financial crimes, or if Superintendent violates any of the terms or covenants of this Contract. Upon such termination, the respective rights, duties and obligations of the

parties shall terminate, except for the disability benefits provided in this Contract for disabilities arising prior to termination of this Contract. Termination for just cause cannot be for reasons that are arbitrary and capricious and requires a majority vote of the Board of Education.

18. **NO RETIREMENT BONUS OR BUYOUT**

Except as otherwise agreed by the parties in writing, Superintendent shall not be eligible to accept early retirement bonuses or buyouts extended by the District to other employees during the term of this Contract.

19. **NON-RENEWAL OF CONTRACT**

The decision whether or not to renew or extend this Contract is solely within the discretion of the Board of Education of Lincoln. Superintendent acknowledges that he has no expectation of employment by Lincoln beyond the expiration date established in this Contract. Non-renewal of the Superintendent's Contract shall be governed exclusively by the Michigan School Code, MCL 380.1229(1).

20. **BREACH OF CONTRACT AND ARBITRATION**

The parties waive the statutory six year statute of limitations for breach of contract and must raise any such claim by written notification to the other within 180 calendar days of the parties learning of the breach of this Contract or within 180 days of the termination of this Contract, whichever is later. The parties shall submit to final and binding arbitration any and all claims, demands, suits or causes of action arising from or relating to Superintendent's employment or the termination of his employment with Lincoln including any claim for breach of this Contract. The arbitrator shall be selected and the arbitration proceeding shall be conducted in accordance with the American Arbitration Association Rules for Voluntary Labor Arbitration. The parties shall equally share the costs and expenses of the arbitration proceeding, except that the parties shall bear all of their own costs for witnesses, attorneys and the like. The arbitrator's decision and award shall be final, binding and not subject to appeal. Either party may take appropriate action for entry of judgment on the award in the Washtenaw County Circuit Court. Any statutory modifications to the arbitration rules not incorporated in writing within this agreement are understood to be incorporated if applicable.

21. **TOTALITY OF TERMS**

This Contract contains all of the terms agreed by the parties with respect to the subject matter of this Contract and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter whether oral or written.

22. **SEVERABILITY**

If any provision or segment of this Contract shall be determined by a court of competent jurisdiction to be unlawful and/or unenforceable, then such provision or segment shall be deemed to be severed from the remainder of the Contract and the Contract shall otherwise be in full force and effect.

[Signature Page Follows]

