#### ADMINISTRATIVE EMPLOYMENT CONTRACT

## **ADMINISTRATOR: Julie Williams**

POSITION: Superintendent

EDUCATIONAL DEGREE: Education Specialist

ADMINISTRATIVE LONGEVITY DISTRICT LONGEVITY

2019 – 2020	2020 – 2021	2021 - 2022	2019 – 2020	2020 – 2021	2021 - 2022
20 Years	21 Years	22 Years	20 Years	21 Years	22 Years

This contract entered into July 1, 2019 between the Lake Fenton School District Board of Education, hereinafter called the "Board" and Julie Williams, hereinafter called the "Superintendent" in accordance with the following terms and conditions:

- 1. The laws of the state of Michigan govern this Contract.
- 2. If, during the term of this Contract, it is found that any provision of this Contract violates any Federal or State law or any rule or regulation promulgated thereunder, such provision shall be void and of no effect, but the remainder of the Contract shall remain in full force and effect.
- **3.** This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof, notwithstanding any prior oral discussions, and may not be amended, renewed or extended except by an instrument in writing (addendum or otherwise), duly adopted and executed by the parties.
- **4.** The Board agrees to employ the Superintendent, having presented to the Board that he/she holds all certification and other qualifications required by law for a Superintendent of the district for the term of three (3) years commencing July 1, 2019 and terminating June 30, 2022.
- 5. The Superintendent agrees to perform his/her duties in a competent and professional manner and as assigned by the Board pursuant to the policies and regulations of the Board and the laws of the State of Michigan and the United States of America. He/she has represented to the Board that he/she holds all certification and other qualifications required by law for a Superintendent and represents that he/she shall maintain same while employed as Superintendent.
- **6.** It is mutually understood and agreed that this contract does not confer tenure upon the Superintendent in the Superintendent position or any administrative position.
- 7. The Superintendent is subject to assignment and transfer at the discretion of the Board of Education.
- **8.** The Superintendent is to be evaluated each contract period by the Board. Prior to the final evaluation, the Superintendent is to complete a self-assessment and submit this to the Board prior to individual Board member final evaluation activity. The Board and Superintendent are to follow the established "Timelines for Superintendent Evaluation."
- 9. The Superintendent shall notify the Board President, in writing, by March 15<sup>th</sup> of each year of his/her desire to have their contract extended. Failure of the Superintendent to notify in writing by March 15<sup>th</sup> of each year may result in the contract not being extended for an additional year. The Board may, on or before June 30<sup>th</sup> (or June 30<sup>th</sup> of any contract year thereafter), take official action to determine whether or not, in its sole and exclusive discretion and at its will, to extend this contract. If the Board has been timely notified by the Superintendent and it takes no action on or before June 30<sup>th</sup> of each year, the contract shall be deemed to have been renewed for an additional one-year contract period (July 1<sup>st</sup> through June 30<sup>th</sup>) in accordance with the terms contained in this contract.

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- **10.** If the Superintendent leaves the Superintendent position prior to completing his/her contractual assignment, the Superintendent shall refund all annuities and salaries that have not been earned.
- 11. The Superintendent shall be subject to discharge for good reason, which includes but is not limited to, act of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetence, or if the Superintendent materially breaches the terms and conditions of this Agreement, but the Board shall not arbitrarily and capriciously dismiss him/her. No discharge shall be effective until written charges have been served upon him/her and he/she shall have an opportunity for a fair hearing before the Board after ten (10) days notice in writing. Said hearing shall be public or private at the option of the Superintendent. At such hearing, he/she may have legal counsel at his/her own expense. The foregoing standards for termination of this Contract during its term shall not be applicable to nonrenewal of this Contract at the expiration of its terms (i.e. Michigan School Code) which decision is discretionary with the Board of Education.
- 12. The parties agree that any dispute or controversy involving the provisions, obligations or rights of this Contract shall be submitted to binding arbitration. Such arbitration shall be conducted according to the rules of the American Arbitration Association. The arbitrator's fee and the cost of the American Arbitration Association shall be shared equally between the parties. All parties may have representation but shall be responsible for the cost of same. Arbitration shall be filed within 180 days of the alleged breach of contract. The Superintendent and the Board waive any longer limitation periods. The Superintendent and the Board also agree that a judgment on the award of the arbitrator(s) may be entered in any court of competent jurisdiction. The Superintendent and the Board acknowledge and agree this paragraph of this Contract precludes either from filing covered claims in court and, therefore, waive any otherwise available rights to trial by jury.
- **13.** The Superintendent shall be eligible for Merit Pay, an off-scale stipend, if his/her overall evaluation rating is "Highly Effective" or "Effective" and he/she has achieved a minimum of three goals as approved by the Board.
- **14.** The Superintendent shall be eligible for longevity and educational credit stipends.

#### A. LONGEVITY STIPEND:

Longevity shall be paid upon completion of the requisite contract years. Years of service are defined as completed years within the Lake Fenton Community School District. Longevity stipends shall be calculated on base salary and paid half in December and half in June using the following scale:

3 Years	6 Years	9 Years	15 Years
3.5%	4.0%	4.5%	5.0%

#### **B. EDUCATIONAL CREDIT STIPEND:**

The Educational Credit stipend shall be calculated on base salary and paid half in December and half in June using the following scale:

MA + 15 (45 CEUs)	MA + 40 (120 CEUs)	ED SPECIALIST	PHD
3%	4%	5%	6%

**15.** All provided fringe benefits available to the Superintendent and work schedule shall be itemized within the Fringe Benefit Addendum.

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# FRINGE BENEFIT ADDENDUM

1. Work Schedule – The work schedule for each school year shall be July 1 – June 30.

#### 2. Salary

SCHOOL YEAR	BASE SALARY AMOUNT
2019 – 2020	\$135,000.00
2020 – 2021	TBD
2021 – 2022	TBD

### 3. Non-Elective Board Paid Tax Sheltered Annuity

The Board shall make non — elective Board paid contributions to a Tax Sheltered Annuity (TSA) selected by the Superintendent. The non — elective Board paid contribution to the TSA will be made in 26 equal pays or adjusted based on contract effective dates and Board contribution changes. All Board paid non — elective contributions shall be made in conformance with the requirement of the limitations contained in Internal Revenue Code Section 403(b).

#### 4. Mileage Allowance

IRS allowable rate for all business related travel outside of Genesee County and outside of the Flint Metro League.

#### 5. Health Care

The Superintendent shall be offered the same health care package offered other administrators in the district. The district shall pay for the health care subject to the CAP or 80/20 limits as per PA 152.

In lieu of medical benefits, a cash option shall be paid monthly to the employee.

#### 6. Dental Care

The Superintendent shall be provided a dental package which includes 80%/80%/80%/80% for classes I through IV. Annual maximum Class I, II and III is \$1,000.00 and a lifetime maximum of \$1,300.00 for Class IV.

#### 7. Vision Care

The Superintendent shall be provided MESSA VSP 3 Plus.

#### 8. Vacation

The Superintendent shall be granted vacation days as indicated in the Fringe Benefit Addendum and are to be taken at times least disruptive to school operations and are subject to advance notice to the Board President. Unused vacation days may carry over to subsequent school years to a maximum of 40. Any unused vacation days accumulated over forty (40) will be forfeited.

#### 9. Holidays

The Superintendent is not required to work on the following holidays unless deemed necessary. Additional pay will not accrue if worked.

Independence Day	Labor Day	Thanksgiving Day	Day After Thanksgiving
Washington's Birthday	Good Friday	Memorial Day	

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### 10. Non-Scheduled Work Days

The Superintendent need not report to work on Non-Scheduled Work Days. As determined by the school calendar, the following breaks shall be deemed non-scheduled workdays.

HOLIDAY/BREAK	LENGTH
WINTER BREAK	Per School Calendar
SPRING BREAK	Per School Calendar
SUMMER BREAK	Determined by the District Cleaning Schedule

#### 11. Sick Days

The Superintendent shall be allowed 16 days per year, of which five (5) may be used for personal business.

### 12. Bereavement Days

The Superintendent shall be granted up to three (3) days off with pay for a death in his/her immediate family. Immediate family, for this purpose, shall be defined as: mother, father, spouse, child, adopted child, step-child, grandchild, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, and legal guardian.

#### 13. Life Insurance

The Superintendent shall be provided without cost to the Superintendent, Basic Term Life Insurance for the duration of this contract (pending IRS maximum allowable.)

#### 14. Long Term Disability (LTD)

Long Term Disability pays up to 70% of contract wages to a maximum of \$7,000.00 per month after a 90-day calendar-waiting period. All insurance premiums paid by the District cease upon disability eligibility. Once on disability, health premiums shall be waived by the carrier for up to 24 months. Waiver of premiums will be applied for life and disability insurance and are subject to the discretion of the carrier. However, vision and dental coverage shall be the responsibility of the Superintendent.

#### 15. Short Term Disability

In the event the Superintendent should be faced with a catastrophic illness and does not have sufficient number of days to satisfy the waiting period for long-term disability (i.e., 90 days), the District will maintain the Superintendent's current salary level at the rate of 2/3 of their daily salary compensation and maintain current health benefits for that time period. The Superintendent must first exhaust all documented sick days. The Board or their designee shall determine what constitutes a catastrophic illness on the basis of objective documentation provided by the Superintendent and subject to the Board's right to have an independent medical examination conducted pursuant to a health care professional of its own choosing.

#### 16. Professional Dues

- A. County, State, and National Dues shall be paid by the Board of Education.
- B. Conferences approved in advance by the Board.
- C. Other administrative responsibility areas as approved in advance by the Board.

#### 17. Educational Reimbursement

The Superintendent shall be reimbursed for up to six (6) graduate credits (tuition only) for college course work completed with a grade of "B" or better each school year.

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#### 18. Separation Pay

Should the Superintendent, with a minimum of five (5) years of service with the district, leave the district, he/she shall receive payment as indicated below for each of their accumulated unused sick days and accumulated unused vacation days. The maximum number of accumulated days eligible for separation pay is based on the following:

ТҮРЕ	MAXIMUM NUMBER OF DAYS ELIGIBLE	AMOUNT PAID PER UNUSED DAY
Sick Days	180	70% of the Daily Substitute Teacher Rate of Pay
Vacation Days	40	Daily Per Diem Rate (Base Pay Only) of Superintendent
		(capped at \$387 per day)

IN WITNESS THEREOF, the parties hereto have set their hands this day and year below written:

LAKE FENTON COMMUNITY SCHOOL DISTRICT, GENESEE COUNTY

Chris Fletcher, Lake Fenton Board of Education President

BY: Larry Godlewski, Lake Fenton Board of Education Vice President

BY: Heidi Howieson, Lake Fenton Board of Education Secretary

BY: Bob Hutchins, Lake Fenton Board of Education Treasurer

Julie Williams, Superintendent

Date of Issue

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COMPENSATION/FRINGE BENEFIT PACKAGE	2019-2020 SCHOOL YEAR
ANNUAL SALARY	\$135,000.00
ELIGIBLE AMOUNT FOR ANNUAL MERIT PAY	Highly Effective - \$1,000.00
	Effective - \$500.00
	and Achieved 3 or More Goals
ANNUAL LONGEVITY STIPEND	\$6,750.00
ANNUAL EDUCATIONAL CREDIT STIPEND	\$6,750.00
ANNUAL TAX SHELTERED ANNUITY	\$11,500.00
MONTHLY CASH IN LIEU OF MEDICAL (if applicable)	\$600.00
ANNUAL VACATION DAYS	20 Days
ANNUAL NON-SCHEDULED WORK DAYS	Winter Break (Per School Calendar)
	Spring Break (Per School Calendar)
	Summer Break (Determined by the District Cleaning Schedule)
ANNUAL SICK TIME (6 FOR PERSONAL)	16 Days
ANNUAL BEREAVEMENT DAYS	3 Days
ANNUAL LIFE INSURANCE	\$150,000.00

# **Long Term Disability**

Long Term Disability pays up to 70% of contract wages to a maximum of \$7,000.00 after a 90-day calendar waiting period. Once on disability, health premiums shall be waived for up to 24 months. Waiver of premiums shall be applied for life and disability insurance. However, vision and dental coverage shall be the responsibility of the employee.

### **Short Term Disability**

The district shall maintain the Superintendent's current salary level at the rate of 2/3 of their daily salary compensation and maintain current health benefits. The employee must first exhaust all documented sick days. Documentation from a physician stating the employee's inability to work shall serve as the basis to grant short term disability.