

## CONTRACT OF EMPLOYMENT

### Superintendent of Schools

It is hereby agreed by and between the Board of Education of the Lakewood School District (hereinafter "Board) and ~~xxxxx~~ (hereinafter "Superintendent") that pursuant the School Code of the State of Michigan, the Board in accordance with its action found in the minutes of its meeting held on the 13th day of June, 2016 has and does hereby employ Randall Fleenor as its Superintendent of Schools for a term commencing on July 1, 2016, and ending on June 30, 2021, according to the terms and conditions as described and set forth herein as follows:

To fulfill the duties as required by NEOLA Board Policy 1230, Responsibilities of Superintendent dated 2012.

The Superintendent shall have complete freedom to organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, which in his judgment best serves the District.

Superintendent represents that he possess, holds and maintains and will maintain all certificates, credentials and qualifications required by law to serve in the position of Superintendent of Schools. If at any time, the Superintendent fails to maintain all certificates, credentials and qualifications for the position of Superintendent of Schools as required herein, this contract shall automatically terminate and the Board shall have no further obligation.

#### 2. CONTRACT PERIOD

The Board agrees to employ the Superintendent as Superintendent of its schools beginning July 1, 2016 to and including June 30, 2021.

#### 3. TENURE EXCLUSION

The Superintendent shall not be granted continuing tenure in the administrative position or any other position to which he may be assigned by virtue of this contract.

#### 4. EVALUATION

The Board shall evaluate the Superintendent in writing prior to **December 31<sup>st</sup>** of each year based upon mutually established End Statements and shall include student growth data as part of the evaluation process. The evaluation shall be presented to and discussed with the Superintendent by the President of the Board.

Before commencement of each year of this agreement, the Board and the Superintendent shall meet to discuss and determine the End Statements for said year, with the first discussion to be completed no later than **February 1<sup>st</sup>** of each contract year.

5. TERMINATION PROVISIONS

The Board shall be entitled to terminate this contract during its term in the event of the Superintendent's inability to perform the Superintendent's responsibilities for a period of ninety (90) consecutive days due to mental or physical disability.

The Board shall be entitled to terminate the Superintendent's employment at any time during the term of this contract for reasons that are not arbitrary or capricious as determined by the board. 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) 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.

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. Non-renewal shall be as prescribed under Section 1229 of the Revised School Code. In the event of termination of employment during the term of this Agreement, this contract shall automatically terminate and the Board shall have no further obligation under this contract. This contract may be non-renewed at its conclusion at the discretion of the Board.

6. EXTENSION

After the initial term of this contract, the Board at its sole discretion may decline to extend this contract.

7. PROFESSIONAL GROWTH

The Superintendent may attend professional meetings and conferences at the state and local levels. He is expected to complete a conference request form prior to registration for any conference and obtain the signature of the presiding board president. Actual, necessary, receipted expenses of said meetings and/or conferences will be paid by the Board. National conferences must be pre-approved by the Board of Education.

8. PROFESSIONAL DUES

The Board shall pay the Association dues of the Superintendent for up to three (3) appropriate state and/or national education organizations.

9. MEDICAL EXAMINATION

The Superintendent agrees to have a comprehensive medical examination and drug screen using a physician of the Superintendent's choice within 45 days of hire and prior to June 30 every other year thereafter. A statement certifying to the physical competency and clear of illegal-substance use, the Superintendent shall be submitted to the President of the Board and shall be treated as confidential information. The cost of said physical examination and reports, over and above that covered by his health insurance shall be paid by the district.

10. COMPENSATION

The Superintendent's base salary for the period July 1, 2016 to June 30, 2021 shall be \$116,520.00. A pay for performance component shall be added beginning with 2016-2017 school year based on mutually agreed upon goals derived from the strategic plan of up to 5% of the Superintendent's base pay.

A tax deferred annuity of \$4,000.00 per contract year.

11. FRINGE BENEFITS

The Superintendent shall be entitled to Twenty one (21) leave days annually, with an additional day earned for each consecutive year of employment. (Annual leave is for mental, physical, and spiritual rejuvenation.) Only a maximum of 10 unused days may be carried forward into the next contract year and must be used during that year. At the conclusion of employment with Lakewood Public Schools, any remaining days from current contract year and a possible maximum of ten days from the previous year, will be paid at the daily pay rate. Annual leave days shall be paid days and shall be selected by the Superintendent during periods of time least disruptive to the operations of the District. The Superintendent will notify the Board President when five (5) or more consecutive annual leaves days are going to be used at any one time.

The Board will provide the Superintendent a medical benefit package, or \$1,854.00 in lieu of. The employee shall be responsible for any premium costs greater than the board's contribution which shall be payroll deducted.

The Superintendent will be provided with a \$150,000 Life/AD&D policy.

The Board shall provide full reimbursement to the Superintendent for tuition expenses upon successful completion of any course related to administrative responsibilities. This shall be limited to two graduate classes per year, not to exceed a total of \$3,000 unless otherwise approved by the board.

The Superintendent shall be entitled to the following paid holidays: (Friday before Labor Day, Labor Day, Thanksgiving, the Day after Thanksgiving, Christmas Eve Day, Christmas, New Year's Eve Day, New Year's Day, Good Friday, Memorial Day, and Independence Day), during each year of this Agreement.

A vehicle expense allowance of \$400.00 a month for travel within the district. Reimbursement for necessary business travel outside the district shall be at the current rate per mile in accordance with I.R.S allowances. The Board of Education reserves the right to make adjustments in the travel and expense allowance benefits on an annual review basis in accordance with this contract

12. SPECIAL PROVISIONS

A cell phone, a laptop computer, and or computer tablet will be provided to the Superintendent and remain property of the district.

The Superintendent shall maintain his primary residence in the boundaries of the Lakewood School District. It is understood and agreed that the underlying purpose of this provision is to ensure that the Superintendent maintains a sufficient presence and involvement in the local community so as to demonstrate a commitment to the concerns and welfare of the students and residents of the school district. A one-time moving expense into the Lakewood community will be reimbursed up to \$3,500.

13. The Board agrees to pay the premium amount for errors and omissions insurance coverage for the Superintendent while engaged in the performance of a governmental function and while the Superintendent is acting within the scope of his authority. The policy limits for this coverage shall be not less than \$2,000,000.00. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of the Superintendent.

The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions coverage. In the event that such insurance coverage cannot be purchased in the above amounts and/or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify the Superintendent, if possible, prior to discontinuation. In that event, the

Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to the Superintendent as is authorized under MCLA 691.1408.

14. Superintendent shall be granted non-deductible paid leave days due to jury duty or court appearances which are connected with, or arise out of, his position as Superintendent of this school district. Any compensation received for jury duty or court appearances shall be remitted to the school district.
15. If any provision of this Agreement becomes or is declared by a Court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provisions; provided, however, that no such severability shall be effective if it materially changes the economic benefit of the Agreement to any party.
16. This Agreement is executed on behalf of the school district pursuant to the authority granted as contained in the resolution of the Board adopted on June 13<sup>th</sup>, 2016, the same being incorporated herein by reference.
17. Further, both parties hereby acknowledge that they have completely read the terms and conditions of this agreement, have had the opportunity to discuss the terms and conditions with their attorney or legal counsel, that they fully understand and voluntarily accept these terms, and that they have signed this agreement as their own free act and deed, and agree to be bound thereby.
18. This contract of employment contains the entire agreement and understanding by and between the Board and Superintendent with respect to the employment of the Superintendent and no representatives, promises, contracts or understandings, written or oral, not contained herein shall be of any force or effect. All prior agreements pertaining to, connected with, or arising in any manner out of employment of the Superintendent is hereby terminated and shall hereafter be of no force or effect whatsoever. No change or modifications of this contract of employment shall be valid or binding unless it's in writing and signed by the Superintendent and by the Board. No waiver of any provisions of this contract shall be valid unless it's in writing and signed by the Superintendent and the Board. No valid waiver of any provision of this contract, at any time shall be deemed a waiver of any other provision of this contract at such time or at any other time.
19. DISPUTE RESOLUTION

In the event of a dispute between the parties relating to and by provision of this agreement, or a dispute concerning any of the parties' rights or obligations as defined

pursuant to this Agreement within 120 days of the dispute arising, the parties hereby agree to submit such to binding arbitration. Such arbitration shall be conducted under the labor arbitration rule 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 their own Designation; however, each party shall be responsible for the cost of such respective Representation. Such matters must be filed within 180 calendar days of the alleged violation.

20. This agreement is executed on behalf of the School District pursuant to the authority granted under the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties hereto affixed their hands and seals this \_\_\_\_ day of \_\_\_\_, 2016. Signatures indicate that all parties have been truthful in representing themselves. Discovery of intentional misrepresentation by the Superintendent or the School District's reliance on any misrepresentation by the Superintendent shall be considered a breach of contract.

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Date

as authorized by Board resolution  
adopted 13, June, 2016