BARK RIVER-HARRIS SCHOOL DISTRICT ADMINISTRATOR'S CONTRACT POSITION: SUPERINTENDENT

THIS AGREEMENT, entered into this 1st day of July 2014, between the Bark River-Harris Board of Education hereinafter called "Board" and <u>Jason B. Lockwood</u>, hereinafter called "Superintendent".

WITNESSETH:

- 1. The Board agrees to employ <u>Superintendent</u> as Superintendent of its School District for the term of three (3) years from July 1, 2014, to and including June 30, 2017.
- 2. <u>Superintendent</u> agrees to perform the duties of Superintendent of Schools 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.
- 3. The Board agrees to pay <u>Superintendent</u> for his services during the year of said contract in twenty-six (26) or twenty-seven (27) equal installments. Compensation for the first year (2014-2015) shall be \$90,176.50, which is a 0% increase from the 2013-2014 year. However, if the <u>Superintendent</u> meets the required benchmarks of the <u>Board</u>, the first year will be a 1% raise from the 2013-2014 salary amount of \$901.77, making his total salary \$91,078.27 for the 2014-2015 year. See Schedule A for a complete listing of benchmarks.

The second year (2015-2016) will be a 0% raise from <u>Superintendent's</u> 2014-2015 salary. However, if the <u>Superintendent</u> meets the required benchmarks of the <u>Board</u>, the second year will be a 1% raise. This amount will be <u>\$910.78</u>, if <u>Superintendent</u> met his benchmarks in year one, or \$901.77, if <u>Superintendent</u> did <u>NOT</u> meet his benchmarks in year one. Therefore, if year two's benchmarks are met, Superintendent's salary in year two, will either be <u>\$91,989.05</u> or <u>\$91,078.27</u>, depending on year one's benchmark completion. The <u>Board</u> and the <u>Superintendent</u> will meet before the 2015-2016 year to complete a listing of benchmarks for year two.

The third year (2016-2017) will be a <u>0%</u> raise from the 2015-2016 salary amount. However, if the <u>Superintendent</u> meets the required benchmarks of the <u>Board</u>, the third year will be a <u>1%</u> raise from the 2015-2016 salary amount. The <u>Board</u> and the <u>Superintendent</u> will meet before the 2016-2017 year to complete a listing of benchmarks for year three.

If at any time, the state of Michigan mandates a pay reduction or freeze, the Board agrees to adjust <u>Superintendent's</u> salary to compensate for the reduction or freeze.

- 4. Leave privileges, insurance, and fringe benefits shall be as follows:
 - a. <u>Superintendent</u> shall be entitled to twenty (20) days vacation per year at a time mutually agreeable to both parties. Accumulations will be carried forward.
 - b. <u>Superintendent</u> shall have fringe benefits granted by the Board of Education of the Bark River-Harris Schools as follows:
 - i. Health insurance will be the prevailing administrative plan at contract start. The Board will limit its expenditures for employee "Medical Benefit Plans" to be in compliance with Public Act 152 of 2011, the Publicly Funded Health Insurance Act. The Board paid annual premium payment for the employee medical plan for the 2014-2015 school year will be the following
 - Full Family Plan \$15,975.23

- Two Person Plan \$12,250.00
- Single Subscriber Plan \$5,857.58

If health insurance is waived, cash in lieu of insurance valued at \$8,000 will be awarded for the contract year. Health insurance is to be reviewed annually, and cap amounts will be adjusted to reflect annual cost limitations set forth by the State of Michigan Department of Treasury.

The Board will reopen this contract each year, in order to stay in compliance with Public Act 152. During the reopen period, health benefits will be the only item negotiated.

- ii. Life insurance of \$71,000.
- iii. Accidental Death and Dismemberment and Long Term Disability.
- iv. Dental insurance (80/80/80).
- v. VSP III vision insurance.
- vi. Emergency leave granted with the approval of the Board President.
- vii. Fifteen (15) sick leave days per year, accumulating to one hundred eighty (180) days. Accumulations will be carried forward.
- viii. The <u>Superintendent</u> is entitled to a paid day off for the following holidays: Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Good Friday, Independence Day, Labor Day, and Memorial Day.
- 5. The Board agrees to purchase unused accumulated sick and vacation days at per diem rate and pay this amount out equally over a period of three years following termination of employment.
- 6. Continuation of Benefits. In the event of the termination of this contract due to the death of the Superintendent, the Board shall continue to pay his spouse or dependent children his salary and all fringe benefits for ninety (90) work days. (NOTE: Superintendent must have beneficiaries noted and on file with Board office.)
- 7. Mileage to be paid at the IRS rate for school related business. Mileage will <u>not</u> be paid for commuting to and from the Superintendent's home to the Bark River-Harris School.
- 8. This contract shall be deemed to have been renewed for a period of one (1) year unless the Board shall have given written notice to the contrary to <u>Superintendent</u> ninety (90) days prior to its expiration date of June 30, 2017. <u>Superintendent</u> shall be subject to discharge for good and just causes, but the Board shall not arbitrarily or capriciously dismiss him. No discharge shall be effective until written notice has been served upon him, and shall have an opportunity for a fair hearing before the Board after 10 (ten) days notice in writing. At such hearing, he may have legal counsel at his own expense.
- 9. Upon the completion of a successful evaluation, this contract shall be deemed extended for an additional year. However, salary and other terms shall be renegotiated at the <u>June 30, 2017</u> expiration date.
- 10. It is mutually understood and agreed that this contract does not confer tenure upon <u>Superintendent</u> in the above described position or any other administrative position.

11. <u>Superintendent</u> shall attend appropriate professional meetings at the local and state levels and shall be reimbursed for his expenses in connection therewith and for any reasonable out-of-pocket expenses incurred on behalf of the Board. These costs include fees for required credits to maintain state superintendent requirements.

12. <u>Superintendent</u> shall receive tuition reimbursement for courses taken in a board approved degree program. The reimbursement shall be for seventy-five percent (75%) of all tuition expenditures. The maximum amount the board shall spend during the three year term of this contract shall be \$6,000.

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

BOARD OF EDUCATION OF THE SCHOOL DISTRCIT OF BARK RIVER-HARRIS: DELTA-MENOMINEE COUNTIES, MICHIGAN

Dan Peterson, President

Josse Huff, Vice President

Brenda Gartland, Secretary

Jason B. Lockwood, Administrator