

LAKEVILLE COMMUNITY SCHOOLS SUPERINTENDENT'S CONTRACT

This Agreement is entered into this 1st day of December, 2015 by and between the Board of Education (the "Board") of Lakeville Community Schools (the "District"), and Vickie L. Luoma (the "Administrator").

In consideration of their mutual promises and agreements, the Board agrees to employ the Administrator in the position of Superintendent, and the Administrator agrees to work for the District under the following terms and conditions:

1. **Term and Extension.** The Board agrees to employ the Administrator, and the Administrator agrees to work for the District beginning on December 1, 2015 and ending on December 31, 2018. The Board shall, not later than September 30 of each year, consider the extension of this Agreement for an additional one (1) year period. Unless the Board gives written notice of nonrenewal of this Agreement to the Administrator by September 30, this Agreement shall be automatically renewed for an additional one (1) year period, in accordance with Section 1229 of the Revised School Code, being MCL 380.1229.
2. **Evaluation and Communication.** The Board shall evaluate the Administrator annually, in accordance with Section 1249b of the Revised School Code, being MCL 380.1249b. The Board, individually and collectively, shall refer any pertinent criticisms, complaints, and suggestions called to its attention to the Administrator for study and recommendation.
3. **Tenure Exclusion.** This Agreement does not confer tenure upon the Administrator in the position of Superintendent or any other administrative position in the District.
4. **Qualifications.** This Agreement shall not be valid unless the Administrator shall have such qualifications for the employment position herein designated as required by law at the time the contractual period begins, and this Agreement shall terminate if the Administrator shall, at any time, fail to possess such qualifications or satisfy continuing education requirements as required by law. The Administrator shall be reimbursed for the costs of fulfilling continuing education requirements.
5. **Duties.** The Administrator agrees to devote her talents, skills, efforts, and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. The Administrator agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. The Administrator agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board to carry out the educational programs and policies of the District during the entire term of the Agreement. The Administrator agrees to devote substantially all of her

business time, attention, and services to the diligent, faithful, and competent discharge of her duties on behalf of the District to enhance the operation of the District, and agrees to use her best efforts to maintain and improve the quality of the programs and services of the District. From time to time, the Administrator may perform her duties offsite, with prior approval from the Board President, provided that there is adequate coverage in the District and the Administrator is available via telephone and/or email.

6. Compensation

- A. From December 1, 2015 through December 31, 2015, the Administrator shall be paid a total of Three Thousand Two Hundred Dollars and Eighty Cents (\$3,200.80), in two (2) equal installments of One Thousand Six Hundred Dollars and Forty Cents (\$1,600.40) each, in accordance with the rules of the Board governing payment of professional staff members. Beginning January 1, 2016, the Administrator shall be paid Forty One Thousand Six Hundred Ten Dollars and Forty Six Cents (\$41,610.46) annually, in twenty six (26) equal installments in accordance with the rules of the Board governing payment of professional staff members. However, under no circumstances shall the Administrator's earnings in a calendar year exceed 1/3 of her final average compensation, as determined by the Office of Retirement Services.
- B. The Administrator shall receive thirty (30) days of vacation each calendar year, exclusive of the following holidays: Labor Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Eve Day, Christmas Day, New Years Eve Day, New Years Day, Good Friday, Memorial Day, and Fourth of July. The Administrator is encouraged to use vacation days in a manner that is least disruptive to school operations. Unused vacation days do not accumulate, and are not eligible for payout upon termination of employment.

7. Benefits

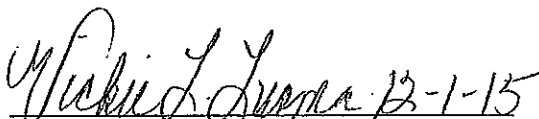
- A. The Administrator shall be under the District's comprehensive general liability policy up to One Million Dollars (\$1,000,000.00) in coverage for each occurrence. The Board agrees that it shall defend, hold harmless, and indemnify the Administrator from any and all demands, claims, suits, actions, and legal proceedings brought against the Administrator in her individual capacity, or in her official capacity as agent and employee of the Board, provided the incident arose while the Administrator was acting within the scope of her employment. The Board shall provide liability insurance for the Administrator to cover legal expenses in defense of claims and payment of judgments resulting from her functioning as Superintendent. In no case shall individual Board members be considered personally liable for indemnifying the Administrator against such demands, claims, suits, actions, and legal proceedings.

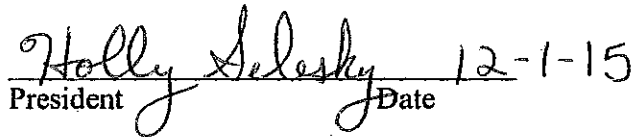
- B. The Administrator shall be reimbursed for travel, meals, and lodging in accordance with the per diem and reimbursement standards and procedures established by the Board. When the Administrator uses her personal vehicle for transportation in the performance of her job duties outside of the District, she shall be reimbursed at the rate established by the Internal Revenue Service.
 - C. The Administrator shall be credited with fourteen (14) sick days on December 1, 2015, and then shall be credited with fourteen (14) sick days on January 1 of each subsequent calendar year. Sick days shall be used without loss of pay when the Administrator is confined at home or hospital as a result of accident, sickness, emergency, or the death or critical illness of a member of her immediate family. The Administrator may accumulate unused sick days to a maximum of ninety (90) days. Unused sick days are not eligible for payout upon termination of employment.
 - D. The Administrator shall be eligible for up to two (2) personal business days per calendar year. Unused personal business days do not accumulate, and are not eligible for payout upon termination of employment.
 - E. In the event of the death of a family member, the Administrator is eligible for up to five (5) days of bereavement leave not to be deducted from sick leave.
 - F. The Administrator shall be provided with local, state, and national dues to the appropriate professional organizations, as may be approved in advance by the Board. The Administrator shall be reimbursed for the costs of attending one (1) Michigan Association of School Administrators conference each calendar year, including registration fees, subject to Board Policy limits.
 - G. The Board shall provide, without cost to the Administrator, group life insurance protection, which shall pay to the Administrator's beneficiary Fifty Thousand Dollars (\$50,000.00). This may be limited to what is available to be purchased through the District's insurance carrier.
8. **Termination.** The Administrator shall be subject to discharge during the term of this Agreement, but the Board shall not arbitrarily and capriciously dismiss her. No discharge shall be effective until written charges have been served upon her and she has 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 Administrator. At such hearing, she may have legal counsel at her own expense. This provision shall not apply to nonrenewal of this Agreement pursuant to Section 1229 of the Revised School Code, being MCL 380.1229.
9. **Dispute Resolution.** In the event of a dispute between the parties relating to any provision of this Agreement, or a dispute concerning any of the parties' rights or

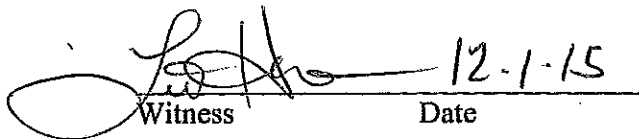
obligations as defined pursuant to this Agreement, the parties hereby agree to submit such to binding arbitration. Such arbitration shall be conducted under the labor arbitration rules of, and administered by, the American Arbitration Association. The arbitrator's fee and the expense of the American Arbitration Association shall be shared equally by the parties. All parties are entitled to have representation of their own designation; however, each party shall be responsible for the costs of such respective representation.

10. **Severability.** Any provision of this Agreement prohibited by the laws of the United States or the State of Michigan shall be ineffective to the extent of such provision only, without invalidating the remaining provisions of the Agreement.

11. **Entire Agreement.** This Agreement contains the entire agreement of the parties hereto, and may not be altered, modified, or rescinded by any prior or contemporaneous statement or understanding of any party to this Agreement, or any person on their behalf. This Agreement may be amended, modified, rescinded, or otherwise altered during its term only by an express written "Modification," denominated as such, signed, and ratified by all parties hereto.


Vickie L. Luoma Date 12-1-15


President Date 12-1-15


Witness Date 12-1-15


Secretary Date 12-1-15