

## LAKEVILLE COMMUNITY SCHOOLS SUPERINTENDENT'S CONTRACT

This Agreement is entered into this 1<sup>st</sup> day of July, 2025 by and between the Board of Education of Lakeville Community Schools (hereinafter called the "School Board"), and James Yake (hereinafter called the "Superintendent" or "Administrator").

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

1. **Term and Extension.** The Board agrees to employ the Superintendent beginning on July 1, 2025 and ending June 30, 2028. Commencing in December, 2025, the School Board may, in its sole discretion and at its will, extend this contract term upon completion of its annual evaluation provided Superintendent is rated effective. If the contract is extended for another 3-year term (July 1, 2026 – June 30, 2029), commencing in December, 2027, if no action is taken by the Board, the contract shall be extended for a period of one year (for a rolling 3-year period). The Superintendent annually shall advise the Board in writing of this obligation during the month of October. The contract shall not automatically extend if the Superintendent fails to provide the Board with the required written notice during the month of October or if the Superintendent is rated less than effective on his annual evaluation.
2. **Evaluation and Communication.** The School Board shall evaluate the Superintendent on or before December 31, yearly in accord with applicable Board policies and the Michigan School Code. Lakeville Community Schools is utilizing the Macomb Model Superintendent Evaluation Tool (Collins and Blaha, P.C) for the evaluation of the Superintendent.

If the Superintendent receives an overall rating of needing support, the Superintendent may request a review of the evaluation and the rating. The request must be made in writing to the Board within 30 calendar days after the Superintendent is informed of the rating. Upon receipt of the request, a subcommittee of the Board and the Superintendent shall mutually agree upon a facilitator. The subcommittee of the Board and the Superintendent shall meet with the facilitator no more than two times, unless the Parties mutually agree to an additional session, to discuss the evaluation and the rating. If the subcommittee of the Board and the Superintendent are unable to reach a resolution with the facilitator, the evaluation rating shall remain in the Superintendent's personnel file and the Superintendent may submit a written statement explaining his position pursuant to the Bullard-Plawecki Employee Right to Know Act (MCL 423.505).
3. **Tenure Exclusion.** This contract does not confer tenure upon the Superintendent in the position of Superintendent or any other administrative position in the district.
4. **Qualifications.** This Contract shall not be valid unless the Superintendent shall have such qualifications for the employment position herein designated as required by law at the time the contractual period shall begin, and this Contract shall terminate if the Superintendent shall, at any time, fail to possess such qualifications or satisfy continuing education requirements as required by law.
5. **Duties.** The Superintendent agrees to devote his/her full-time talents, skills, efforts and abilities

toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Superintendent agrees to faithfully perform those duties assigned by the School Board and to comply with the directives of the School Board with respect thereto. Further, Superintendent agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the School Board to carry out the educational programs and policies of the School Board during the entire term of the Contract. Superintendent agrees to devote substantially all of his/her business time, attention and services to the diligent, faithful and competent discharge of his/her duties on behalf of the School Board to enhance the operation of the School District and agrees to use his/her best efforts to maintain and improve the quality of the programs and services of the School Board.

6. **Assignment and Transfer.** The Superintendent is subject to assignment and transfer at the discretion of the School Board. Should the Superintendent be assigned or transferred to another position, the salary and benefits paid shall be at the same rate as set forth in this contract for the first twelve calendar months following the reassignment or transfer; thereafter, the salary and benefits paid shall be at the rate of the position at which he is assigned.

7. **Compensation**

- A. Commencing July 1, 2025, the Superintendent's base yearly rate shall be One Hundred Thirty-Five Thousand (\$135,000.00) Dollars, for the 2025-2026 fiscal year, in biweekly installments which shall be paid in equal installments in accordance with rules of the School Board governing payment of other professional staff members in the School District. The base salary for the 2026-2027 fiscal year shall be One Hundred Forty Thousand (\$140,000.00) and for the 2027-2028 fiscal year shall be at One Hundred Forty-Five Thousand (\$145,000.00) provided the Superintendent receives, from the Board of Education, an effective evaluation rating each contract year. Less than an effective rating shall result in no increase in base salary.

	2025-26	2026-27	2027-28
Base	135,000	140,000	145,000
Annuity (4% of base)	5,400	5,600	5,800

- B. Commencing July 31, 2026, and on each July 31 thereafter, the Superintendent shall receive an annual payment to the School Board approved tax sheltered 403b provider equivalent to 4% of the base salary (see salary schedule in 7A), provided the Superintendent receives an effective rating on his most recent year-end evaluation.

8. **Benefits**

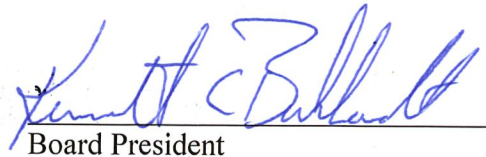
- A. The School Board for the term of the Contract shall provide to the Superintendent health, dental, and vision benefits as outlined in the Lakeville Administrator's Association. The School Board shall pay no more of the total annual costs for any medical benefit plan than permitted pursuant to Section 3 of the Publicly Funded Health Insurance

Contribution Act, MCL 15.561, et seq.

- B. The School Board shall pay premiums on behalf of the Superintendent for long term disability insurance in accordance with benefit levels provided to members of the Lakeville Administrator's Association.
- C. The Superintendent shall be reimbursed for travel, meals, and lodging for School Board President pre-approval out of county expenses in accordance with the per diem and reimbursement standards and procedures established by the School Board.
- D. The Superintendent shall receive twenty (20) days of vacation annually, exclusive of the following holidays: Labor Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Good Friday, Memorial Day, and Fourth of July. The Superintendent must use these days within the twelve (12) month period in which it is earned or be forfeited unless arrangements for carryover of up to five (5) days are made with the School Board President prior to June 30th. The Superintendent shall take vacation time that is least disruptive to school operations.
- E. The Superintendent shall be credited fifteen (15) sick days per year at the beginning of each fiscal year.
- F. The Superintendent may accumulate unused sick days to a maximum of 120 days. Unused sick days are not eligible for payout upon termination of the Superintendent's employment.
- G. The Superintendent shall be eligible for up to three (3) personal business days each contract year. Unused personal business days do not accumulate, and are not eligible for payout upon termination of the Superintendent's employment.
- H. In the event of the death of a family member, the Superintendent is eligible for up to five (5) paid days of bereavement leave not to be deducted from sick leave.
- I. The Superintendent shall be provided with local, state, and national dues to the appropriate professional organizations, as may be approved in advance by the School Board.
- J. The Superintendent does hereby agree to have a comprehensive medical examination once each year by a physician of his/her choice, and that a statement certifying to the physical competency of the Superintendent shall be filed with the Secretary of the School Board, and treated as confidential information by the School Board. The cost of said medical examination in excess of that covered by health insurance to be borne by the School Board.
- K. The School Board shall provide, without cost to the Superintendent, group life insurance protection, which shall pay to the Superintendent's beneficiary, the sum of two (2) times the Superintendent's salary (to nearest \$1,000.00). This may be limited to what is available to be purchased through the School Board's insurance carrier.

- L. The School Board's only obligation for the insurance benefits provided in this contract shall be for the payment of premiums and the rules and regulations of the designated insurance company or companies shall govern all applicable benefits.
9. **Termination Provisions.** The Superintendent shall be subject to discipline and/or discharge during the term of this contract, only for a reason(s) that is not arbitrary or capricious. No discharge shall be effective until written charges have been served upon him/her and s/he has an opportunity for a meeting before the School Board after ten (10) days' notice in writing. Said meeting shall be public or private at the option of the Superintendent. At such meeting, s/he may have legal counsel at his/her own expense.
10. **Nonrenewal.** Paragraph 9, Termination Provisions, shall not apply to nonrenewal of this contract pursuant to Section 1229 of the Revised School Code. Nonrenewal of this contract is governed exclusively by the School Code.
11. **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.
12. **Severability.** Any provision of the Contract prohibited by 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.
13. **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, or rescinded or otherwise altered during its term only by an express written "Modification," denominated as such, signed and ratified by all parties hereto.

 5/19/25  
James Yake, Superintendent Date

 5/19/25  
Board President Date

 5/19/25  
Witness Date

\_\_\_\_\_  
Witness Date