

LAPEER COMMUNITY SCHOOLS SUPERINTENDENT'S CONTRACT

THIS AGREEMENT, made and entered into this 6th day of March, 2019, by and between the Lapeer Community Schools, hereinafter "District" and the Lapeer Community Schools Board of Education, hereinafter referred to as the "Board," and Matthew T. Wandrie, whose address is 3635 Indian Lake Road, Oxford, Michigan 48370, hereinafter referred to as "Superintendent";

WHEREAS, the Board desires to provide the Superintendent with a written employment contract in order to enhance administrative stability and continuity within the schools which the Board believes generally improves the quality of its overall educational program; and

WHEREAS, the Board and the Superintendent believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the schools;

NOW, THEREFORE, the Board and the Superintendent, for the consideration herein specified, agree as follows:

1. TERM.

The Board, in consideration of the promises of the Superintendent, herein contained, hereby employs Matthew T. Wandrie as Superintendent of Schools for a term commencing July 1, 2019 and ending June 30, 2023. The Board may by specific action and with the consent of the Superintendent extend the termination date of the existing contract to the extent permitted by state law.

The Board shall review this contract with the Superintendent annually, and shall, on or before the first day of April each year, take official action to extend or not extend the contract for an additional year. The Board shall notify the Superintendent of its action in writing.

2. PROFESSIONAL LICENSE AND RESPONSIBILITIES OF SUPERINTENDENT.

A. LICENSE. The Superintendent represents that he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the provisions of Sections 1246 and 1536 of the

Revised School Code, the regulations of the Michigan Department of Education, and those required by the Board to serve in the position assigned. Superintendent agrees, as a condition of his continued employment, to meet all certification and continuing education requirements for the position assigned, as are and may be required by law and/or by the State Board of Education. If at any time Superintendent fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

B. DUTIES. The Superintendent shall have charge of the administration of the schools under the direction of the Board. He shall be the chief executive officer of the Board; shall direct and assign teachers and other employees of the schools under his supervision in accordance with the terms and provisions of any contracts that may be in place with respect to any instructional, administrative or operational staff; shall have freedom to organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the Lapeer Community School System, provided that the Superintendent shall consult with and advise the Board prior to implementing administrative transfer of school principal(s); shall select all personnel subject to the approval of the Board; shall have the authority to immediately accept resignations of personnel, for and on behalf of the Board; shall from time to time suggest regulations, rules and procedures deemed necessary for the orderly administration of the school district; and in general perform all duties incident to the office of the Superintendent and such other duties as may be prescribed by law or by the Board from time to time.

The Superintendent shall submit written recommended annual District Goals to the Board for each year of this Agreement. These District Goals shall be based upon the duties contained in this Agreement and those District Goals mutually identified as appropriate by the Board and the Superintendent. In the event of disagreement upon the adoption of specific District Goals, the decision of a majority of the Board shall be final.

The Superintendent shall make all necessary preparations and present all District Goals no later than April 30 consistent with the approved MASB superintendent evaluation system. Additionally, the Superintendent shall faithfully perform his duties, conducting himself in the best interest of the students in accordance with the highest traditions of public education in support of the District's Mission

Statement and the Board's stated goal that "good enough is not good enough." The Superintendent's duties and responsibilities shall include, but not be limited to, the following:

1. Serving as the Chief Executive Officer of the district in accordance with state law and district policies. All powers and duties necessary to the efficient management and administration of the school district shall be delegated to the Superintendent to the full extent permitted by law;
2. Working with the Board, district personnel, parents and the public to develop short and long-range goals with clear criteria for determining effective achievement and evaluating outcomes;
3. Representing the interests of the Board and the district in day-to-day contact with parents, other citizens, the community and other governmental agencies;
4. Providing leadership, guidelines and directions to ensure implementation of the Board's policies relating to facilities, curriculum, instruction, student services, personnel, budget and business affairs;
5. Reporting information and analyses regularly to the Board regarding student achievement and test scores;
6. Reviewing all policies adopted by the Board and making appropriate recommendations to the Board for revisions, additions, deletions and modifications to such policies;
7. Evaluating employees directly accountable to the Superintendent and overseeing the evaluation of other employees in accordance with Michigan law, State Board of Education Rules, and the policies adopted by the Board;
8. Providing leadership and direction in planning and financing the maintenance of existing schools and to meet the growth needs of Lapeer County with new or renovated schools and facilities;
9. Advising and making recommendations to the Board regarding possible sources of funds that may be available to implement present or contemplated district programs;

10. Maintaining and improving his professional competency by all available means including, without limitation, reading appropriate periodicals and joining and for participating in appropriate professional associations and their activities.
11. Establishing and maintaining an effective community relations program including effective relationships with the media;
12. Communicating openly, systematically and in a timely manner with the Board, district staff and the community and to promptly inform the Board of critical issues or incidents;
13. Providing educational leadership to ensure quality teaching and learning;
14. Performing such other duties, responsibilities and functions as assigned or required by the Board.

The Board, individually and collectively, promptly shall refer criticisms, complaints, and suggestions called to its attention to the Superintendent for appropriate study, recommendation, and response and shall refrain from individual interference with the administration of school policies except through Board action. Individual Board members shall not direct or require the Superintendent or other District employees to prepare reports derived from an analysis of information in existing District records or to create a new record compiled from information in existing records.

Directives to the Superintendent or other employees regarding the preparation of reports shall be by Board directive. This is an agreement for the performance of professional services as superintendent by the Superintendent, who shall not be assigned to any other position or have his duties reassigned to others without his consent.

3. COMPENSATION.

- A. The Board agrees to pay the Superintendent an annual base salary of One Hundred and fifty eight thousand dollars (\$158,000) for the 2019-20 school year, with no reduction of base salary unless the Superintendent does not serve as the Superintendent through June 30, 2023, payable in equal installments semi monthly. The Superintendent's annual salary

for the second and any and subsequent years of this Agreement shall be at an annual salary rate no less than the annual salary for the first full school year, or in subsequent years the immediately preceding year of this Agreement, except as may otherwise agreed between the Board and the Superintendent. Additionally, the Superintendent is eligible for merit-based compensation not to exceed fifteen thousand dollars (\$15,000) for the 2019-20 school year, fifteen thousand dollars (\$15,000) for the 2020-21 school year, fifteen thousand (\$15,000) for the 2021-22 school year and fifteen thousand (\$15,000) for the 2022-23 school year. It is mutually understood and agreed that the Board shall determine merit based compensation on an annual basis upon reviewing pertinent data including individual performance in fulfilling the responsibilities of the position as may be assigned by the Board, including mutually agreed upon district goals established annually as part of the approved MASB superintendent evaluation process.

B. The aggregate annual salary paid the Superintendent from state and local funds shall be paid in semi-monthly installments in accordance with the rules of the Board governing payment of other professional employees of the school administration unit.

4. EXPECTATION OF FULL-TIME EMPLOYMENT; VACATION AND OTHER BENEFITS.

A. The Superintendent agrees that he shall be responsible for working fifty-two (52) weeks during the course of the Superintendent's assigned work year. The Superintendent shall be provided thirty five (35) vacation days [prorated if he works less than fifty-two (52) weeks] and scheduled District office holidays during the course of the Superintendent's assigned work year. The vacation days shall be scheduled to make every effort to promote the efficient operations of the District. Should it be necessary to prorate the work requirements and salary set forth herein, salary proration shall be on the basis of annual salary divided by the total number of Mondays through Fridays in the fiscal year. Vacation days are considered earned at the rate of 1.65 days per calendar month. Should the Superintendent not utilize thirty five (35) vacation days (or 1.65 days per month in case of proration), up to twenty (20) days (or 0.42 days per calendar month in case of proration) shall be paid to the Superintendent at his per diem rate; any unused vacation days in excess of twenty (20) days (or 0.42 days per calendar month) shall be converted to sick days. The Superintendent can either receive payment for unused vacation days

in lump sum as part the final payment in June of the current contract year or have the total amount divided equally among the twenty (24) district pay periods for the following contract year. Should the number of vacation days utilized by the Superintendent in the current contract year exceed the estimated number of days used for purposes of salary calculation, repayment shall be made to the District at the per diem rate multiplied by the number of excess days.

B. The School District agrees to grant the Superintendent the following other benefits or compensation:

1. Attendance with prior approval at one national conference of a professional organization of which the Superintendent is a member during each year of the contract with reimbursement and payment for appropriate expenses of travel, lodging, registration, and meals;
2. The Superintendent shall have necessary expenses arising from fulfillment of the responsibilities described in Board Policy 1230 paid or reimbursed per procedures established in Board Policy 1230.

3. Leave Benefits:

a) Illness

(i) The Superintendent shall retain previously accumulated sick leave and shall be entitled to twelve (12) Sick Leave Days annually. Unused Sick Leave Days may accumulate to seventy (70) days.

(ii) Sick Leave Days are to be used for personal illness or disability of the Superintendent or similar circumstances in the Superintendent's immediate family as defined in subsection 2) below. Such days may be limited to twenty (20) for in-laws.

b) Bereavement Leave

Absence without loss of pay for up to a total of three (3) working days for the death of a member in the Superintendent's immediate family which shall include father, mother, children, spouse, grandparents, grandchildren, brother, sister or step family or in-laws of like relationship. These days are not to be deducted from sick leave. An additional two days, if necessary, shall be deducted from sick leave.

Two working days per year shall be allowed for the death of a friend or relative not elsewhere covered in this Agreement. The second day is deductible from available paid time off (sick, personal business or PTO).

c) Personal Leave

The Superintendent shall be allowed five (5) personal business days with salary per year. Personal business days can accumulate to seven (7) days. Any in excess of seven (7) will transfer to accumulated sick leave. Personal business days shall be granted with no explanation.

d) Personal Emergency Day

One (1) day per year shall be allowed for personal emergency. Such leave shall be deductible from accumulated sick leave.

e) Jury Duty

The Superintendent, if summoned to jury duty shall be paid his regular wage/salary for each working day of absence providing that jury fees, less mileage, are refunded by the Superintendent to the Board. On any day when the Superintendent is not seated on a jury or excused from jury duty, he shall report to work unless more than half of his work day would be over by the time that he could reasonably arrive at work. In order to receive payment under this Section, the Superintendent must provide prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days claimed.

4. Other Benefits

Notwithstanding the provisions that follow regarding insurances, the terms of any contract or policy issued by an insurance company shall be controlling regarding all matters concerning benefits, eligibility, termination of coverage and other matters covered by the contract or policy issued by the insurance company. Thus, in the event there is any conflict between these provisions and the terms of any contract or policy issued by an insurance company,

the terms of the contract or policy issued by the insurance company shall prevail. The Board, by payment of the premium payments required to provide the insurance coverage, shall be relieved from all liability with respect to the insurance benefits described in these provisions. The failure of any insurance company to provide any of the benefits for which it has contracted for any reason shall not result in any liability to the School District or Board of Education.

a) *Long Term Disability Insurance* shall be provided with provisions as follows:

- 66 $\frac{2}{3}$ % of salary after ninety (90) calendar days qualifying period;
- Other provisions as determined by the Board as outlined in certificate of coverage.

b) *Medical Insurance/Medical Insurance Waiver Plan*

At the option of the employee and as selected in writing by the employee, the Board shall provide the medical plan options as identified by the District Health Care Committee.

Annually, the District Healthcare Committee will review district and employee costs related to health insurance in order to explore ways to maintain quality insurance options for district employees. Following discussion and input from representatives of all Bargaining and Non-Union staff, the Committee will advise the medical plan options available to district employees.

Consistent with P.A. 152, effective July 1, 2012, the Board shall pay no more for medical benefit plan coverage than what is specified annually, no later than October 1, in a written correspondence titled *Public Employer Contributions to Medical Benefit Plan Annual Cost Limitations*, by the state treasurer on behalf of the Department of Treasury, for the upcoming plan year.

If Superintendent receives medical insurance coverage with cost exceeding the above amounts, Superintendent shall be responsible for paying premium amounts in excess of the Board contribution. Such Superintendent contributions to medical plan premiums shall occur through payroll deduction on a schedule to be determined by the Board. Prepaid medical insurance premium limits under this contract shall be subject to an annual adjustment to reflect the then-existing costs the coverage

identified herein or substantially similar coverage as may be extended to all administrators within the District in each subsequent contract year.

c) *A Medical Insurance Waiver Plan (MIWP)* shall be available pursuant to the District's Flexible Benefits Plan if medical coverage is waived. The MIWP is available to all new employees upon initial hire and during each open enrollment period in September or if there is a qualifying event pertaining to the spouse. MIWP monthly payments will be \$228.

d) Dental Insurance shall be provided as follows:

i) Dental insurance with a benefit level of 80% Class I, 80% Class II, 80% Class III, 80% Class IV. Each insured person is limited to a maximum of \$2,000 for Class I, II, and III expenses in any one benefit year and \$1200 lifetime for Class IV. Such insurance will be self-funded and will utilize the ADN Network.

ii) If the Superintendent is eligible for other group dental care through a spouse, either within or outside the bargaining unit, dental insurance with a benefit level of 50% Class I, 50% Class II, 50% Class III, and 50% Class IV will be provided. Each insured person is limited to a maximum of \$2,000 for Class I, II, III expenses in any one benefit year and \$1,200 lifetime for Class IV. Such insurance will be self-funded and will utilize the ADN Network. Benefits will be coordinated up to 100% of the dental charge. If the plan of the superintendent's spouse is less than the district's 50% plan, or if the spouse's plan will not coordinate benefits, the superintendent may choose either the 80-80-80-80 group or the 50-50-50-50 group.

5. Vision Insurance

The Board will provide, without cost to the superintendent, a vision care plan for himself and eligible dependents. Such a plan will utilize the NVA Network or another plan with carrier and benefit specifications determined by the board.

6. Unused and Accumulated Sick Leave:

- a) At the end of the Superintendent's work year the Board shall pay for each accumulated day over seventy (70) at the rate of forty dollars (\$40) per day.
- b) Upon termination, the Superintendent shall receive compensation for all accumulated sick days at the rate of forty dollars (\$40) per day.

7. Professional Membership – The Superintendent shall be reimbursed annually for the full cost for memberships in regional, state, and national professional organizations appropriate to the Superintendent's assignment and approved by the Board.

5. PROFESSIONAL GROWTH OF SUPERINTENDENT.

The Board expects the Superintendent to continue his professional development and expects him to participate in relevant learning experiences. The Superintendent should attend appropriate professional meetings at the local and state level, and out-of-state meetings with the prior approval of the Board. Approval to attend one national conference of a professional organization of which the Superintendent is a member during each year of the Agreement with reimbursement and payment for the expenses of travel, lodging, registration and meals is extended to the Superintendent by the Board. The actual expenses of said attendance will be paid from the current operating funds of the Lapeer Community Schools System in an amount and manner prescribed by Board policy. Requests for reimbursements of actual expenses in excess of Board approved per diem must be approved by the Board.

6. EXPENSES.

The Board shall reimburse the Superintendent for reasonable expenses incurred by the Superintendent on behalf of the Board in the amount and manner prescribed by Board Policy 1230 paid or reimbursed per procedures established in such policy. The Board recognizes that the Superintendent shall incur such expenses from time to time as the Board's representative in the pursuit of educational excellence, private funding, grants and for other reasons. The Superintendent shall file itemized expense statements with the Assistant Superintendent for Business and Finance for reimbursement of these expenses. The Board shall have authority to review and approve such reimbursements. The Finance and Operations Committee of the Board shall report such reimbursements as it has approved to the Board on a

periodic basis. The Board shall pay the institution for all tuition, costs and related expenses incurred for advanced degree coursework, including attainment of a Doctor of Education Degree (Ed.D) from an accredited university.

7. PROFESSIONAL LIABILITY.

The Board agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual capacity, or in his individual capacity as agent and employee of the Board, provided the incident giving rise to any such demand, claim, suit, action or legal proceeding arose while the Superintendent was acting within the scope of his employment; and provided further, that such liability coverage is within the authority of the Board to provide under state law. The Board shall provide indemnity from liability as set forth above for all claims made and occurrences throughout the term of this contract and any extensions thereof. In no case will individual board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

8. MEDICAL EXAMINATION AND DISABILITY.

A. MEDICAL EXAMINATION. The Superintendent hereby agrees to have an annual medical examination paid for by the Board. A statement from a licensed physician of the Superintendent's choice, certifying to the physical competency and otherwise capability of the Superintendent to fulfill his duties and responsibilities, shall be provided to the President of the Board of Education, with the results of said examination being placed in the Superintendent's medical file, and shall be treated as confidential information. The cost of said medical examination and reports shall be paid for by the School District to the extent not covered by the health insurance provided by the Board of Education. If the Board deems it necessary, the Superintendent agrees to authorize his physician to provide the Board with a copy of the complete results of his medical examination. In the event of illness, the Superintendent, upon request by the Board, shall furnish additional written medical records to the Board and these shall be treated as confidential information.

B. DISABILITY. If the Superintendent is unable to perform his essential functions by reason of disability, and efforts to reasonably accommodate his disability do not enable him to perform the essential functions of his employment, and if the disability exists for a period of more than ninety (90) days beyond the period of time which the Superintendent would have been entitled to take as sick leave or vacation leave, or both, the Board may, at its option, terminate this Agreement whereupon the respective duties, rights, and obligations hereof shall terminate. The Board will cooperate fully with the Superintendent in his application for disability benefits.

9. EVALUATION.

The Board shall provide the Superintendent with periodic opportunities to discuss Superintendent-Board relationships. The evaluation of the Superintendent will utilize the board approved MASB superintendent evaluation instrument and shall be completed in accordance with current Michigan law. As part of that evaluation, the Board shall review and consider whether to award a performance incentive pay as provided in Paragraph 3 above, and the Board shall consider whether to extend the term of this contract to the extent allowed by law.

10. CONSULTING AND OUTSIDE EMPLOYMENT.

The duties and responsibilities of the Superintendent require full-time employment and frequently require that the Superintendent attend to his duties during the evenings, weekends and holidays. The Superintendent shall not accept any outside employment that in any manner interferes with the performance of his duties and responsibilities as Superintendent of the Lapeer Community Schools school system. The Board does recognize that certain outside employment may have a beneficial impact on the Superintendent's professional growth or may not interfere with the Superintendent's performance of his duties and responsibilities. Thus, the Board grants to the Superintendent, subject to approval as to the time commitment, the opportunity to teach or serve as an adjunct professor or in some other capacity at the college or university level on a part-time basis. In addition, the Superintendent may accept private consulting and speaking engagements and may accept appointments to foundations, boards or commissions that do not interfere with the Superintendent's performance of his duties under this agreement. The Superintendent will take annual leave while performing any private consulting during normal weekday work hours. The Superintendent shall make a written

report to the Board no later than June 1st of each year listing all outside employment he has performed during the preceding year.

11. CONFLICT OF INTEREST PROHIBITED.

The Superintendent acknowledges that he will not create, cause or engage in any activity which shall create a conflict of interest or create the appearance of impropriety in the performance of his duties as superintendent and agrees to comply with any and all State laws or Board policies relating to conflicts of interest.

12. TERMINATION.

Throughout the term of this contract the Superintendent shall be subject to discharge for only good and just cause (except as provided in Section 13 hereof), without liability hereunder for salary and/or fringe benefits, for items, behaviors, or events, including but not limited to: acts of moral turpitude; conviction of (or plea of nolo contendere to) a felony; misconduct; expiration, suspension or revocation of required certification, if any; failure to satisfy continuing education requirements; and any material violation of any term or covenant of this Agreement. 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 of Education after ten (10) days notice in writing. Said hearing shall be in public or private at the option of the Superintendent.

At any said hearing before the Board, the Superintendent shall have the right to be present and to be heard, to be represented by counsel and to present through witnesses any testimony relevant to the issue. A transcript of the record of the proceedings before the Board shall be made available without charge to the Superintendent from any action taken by the Board. If the Superintendent chooses to be accompanied by legal counsel at the hearing before the Board, he will assume the cost of his legal expenses.

13. UNILATERAL TERMINATION BY THE BOARD.

The Board may, at its option, unilaterally terminate this contract. In the event of such termination the Board shall pay to the Superintendent, as severance pay, the total compensation he would have earned pursuant to Paragraph 3 of this Agreement, from the actual date of termination to the ending date set forth in Section 1 of this Agreement or any extensions hereof, with no reductions or setoffs

of any kind or nature. The amount due the Superintendent shall be paid in lump sum(s), or as may be agreed by the parties. In the event that the Board offers to terminate the contract by paying the amount specified herein, the right to a hearing before the Board, as specified in Paragraph 13 above, and the right to appeal the Board's action shall be considered waived by the Superintendent.

14. AMENDMENT.

This Agreement may be amended during its term, but only by mutual written consent of the Board and the Superintendent. Any such amendment shall be in writing, approved by official action of the Board, and accepted in writing by both the Board and the Superintendent.

15. SAVINGS CLAUSE.

If, during the term of this contract, it is found that a specific clause of the contract is illegal under federal or state law, the remainder of the contract not affected by such a ruling shall remain in force.

16. LAW.

This Agreement shall be governed by, construed and enforced in accordance with the law of the State of Michigan.

17. ENTIRE AGREEMENT.

The parties hereto agree that this instrument contains the entire agreement between them as of this date, and that it has not been induced by either party by any representations, promises or undertakings not expressed herein, and that there are no collateral agreements, stipulations, promises or understandings whatsoever by the respective parties in any way affecting the subject matter of this contract which are not expressly contained in this instrument.

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IN WITNESS WHEREOF, the Lapeer Community Schools Board of Education has approved this Agreement and caused this instrument to be executed in its name, and duly attested to, all by order and resolution of the Board, and Matthew T. Wandrie has accepted this Agreement and has hereunto set his hand and seal, this the day and year first above written.

SUPERINTENDENT

LAPEER COMMUNITY SCHOOLS
BOARD OF EDUCATION

Matthew T. Wandrie

Mike Keller, Board President

Mike Nolan, Board Vice President

Denise Becker, Board Secretary

Brad Haggadone, Trustee

Lisa Novak, Trustee

Jan Peabody, Trustee

Summer Putnam, Trustee