

STURGIS PUBLIC SCHOOLS  
ADMINISTRATIVE CONTRACT OF EMPLOYMENT

2011-12

*It is hereby agreed by and between the Board of Education of the Sturgis Public School District (hereinafter "Board") and Thomas Langdon (hereinafter "Superintendent") that pursuant to Section 1229 of the Revised School Code, the Board in accordance with its action found in the minutes of its meeting held on the 10<sup>th</sup> day of May, 2011, has and does hereby employ the said Thomas M. Langdon as its Superintendent of Schools for a three (3) year period commencing on July 1, 2011 and ending on June 30, 2014, according to the terms and conditions as described and set forth herein as follows:*

1. **Legal Precedent:** Superintendent shall perform the duties of the Superintendent of Schools as prescribed by the Revised School Code of the State of Michigan MCL 380.1229 and by the rules and regulations of the State Board of Education and as may be established, modified and/or amended from time to time by the Board.
2. **Qualifications:** Superintendent represents that he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Department of Education, and those required by the Board to serve in the position of Superintendent of Schools. If at any time 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 obligations hereunder.
3. **Duties:** Superintendent agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position of Superintendent of Schools as required and assigned. Superintendent agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the 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 Board to carry out the educational programs and policies of the School District for which he is responsible during the entire term of this Agreement. Further, Superintendent pledges to use his best efforts to maintain and improve the quality of the operation of the School District and constantly promote efficiency in all areas of his responsibility.
4. **Term:** The Board shall review this contract with the Superintendent annually, and shall, on or before March 31 of each ensuing year, take official action determining whether or not it is extended for an additional year and notify the Superintendent of its action in writing. If no action is taken by the Board, the contract shall be deemed to have been renewed for an additional year.
5. **Compensation:**
  - A. **Salary:** Superintendent shall be paid an annual salary of one hundred twenty-five thousand dollars (\$125,000) in consideration of his performance of the duties and responsibilities of the position of Superintendent of Schools in conformance with the requirements and expectations of the Board as set forth herein. The annual salary shall be paid in twenty-six (26) equal bi-weekly installments during the applicable twelve (12) month period July 1 through June 30. Compensation for each successive twelve (12) month period of this Contract shall be determined by mutual agreement between the Board and the Superintendent on or before July 1 of such period; provided, however, that in the event of their inability to agree, the Superintendent's annual rate of compensation shall not be reduced below one hundred twenty-five thousand dollars (\$125,000). Any adjustment in salary made during the term of this contract shall be in the form of a written amendment and, when executed by Superintendent and the Board, shall become a part of this contract.
  - B. **Annuity:** The District shall, on or before June 30 of each contract/fiscal year, pay an amount equal to five percent (5%) of the contract salary applicable to the Administrator for the period July 1 through June 30 for an Internal Revenue code section 403(b) tax-deferred annuity through a company selected by the Administrator from the District approved list of annuity companies. To be eligible for this payment, the Administrator must be performing satisfactorily and not subject to termination.

**C. Payment of Michigan Public School Employees Retirement System Contributions:** The Board recognizes the Superintendent's participation in the Basic Plan of the Michigan Public School Employees Retirement System. The Superintendent's compensation will be increased by an amount equal to the contributions required by participation in the Basic Plan, presently 3.0%.

6. **Benefits:**

- a. **Vacation.** Superintendent is employed on the basis of fifty-two (52) weeks of work per year (July 1 through June 30) as scheduled by the Board. Superintendent shall be granted vacation time of twenty (20) days per fiscal year, exclusive of legal holidays. Up to five (5) unused vacation days may be turned in at the end of each contract year at a per diem pay rate for each day. Superintendent shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District.
- b. **Hospital, Medical, Dental, Vision, Life Insurance (= 2 times the nearest \$5,000 of annual salary) and Long-Term Disability.**

The Board shall provide the Superintendent with, at a minimum, the same hospital, medical, dental, vision, long-term disability and sick leave benefits as provided to other administrators employed by the Board.

In the event of the administrator's mental and/or physical incapacity to perform the duties of his office, he shall be granted, for purpose of recovery, an initial paid leave of forty-five (45) consecutive work days which are not cumulative and shall be reduced each contract/fiscal year by the number of sick leave days available to the Superintendent. The Superintendent shall first exhaust any accumulated sick leave.

The board reserves the right to change the identity of the insurance carrier, policyholder, or third party administrator for any of the above coverages, provided that comparable coverage, as determined by the Board, is maintained during the term of this Agreement. The Board shall not be required to remit premiums for any insurance coverage's for Superintendent and his eligible dependents if enrollment or coverage is denied by the insurance underwriter policyholder, or third party administrator. The terms of this contract or policy issued by any insurance company or third party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. Superintendent is responsible for assuring completion of all forms and documents needed to receive the above described insurance coverage. The School District, by payment of the premium payments required to provide the above described insurance coverage, shall be relieved from all liability with respect to insurance benefits.

- c. **Sick Leave.** The Superintendent shall be afforded the "business" and "sick leave" granted to other administrators under the policies established by the Board.
- d. **Bereavement Leave.** The Board shall grant five (5) days of leave (non-cumulative) for the death of a family member. Family to include spouse, child, mother, father, sibling, grandparent, mother and father-in-law, and "in-law" siblings and grandparents.
- e. **Automobile.** The Board shall provide the Superintendent with a monthly car allowance of three hundred dollars (\$300.00).
- f. **Professional Development.** Superintendent may attend meetings at the local, state, and with prior Board approval, national levels. Superintendent shall be eligible to be reimbursed for travel, meals, and lodging in accordance with per diem expense and reimbursement procedures established by the Board. Superintendent shall be required to present an itemized account of his reasonable and necessary expenses in accordance with direction of the board or its designee.

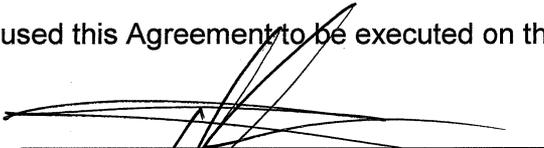
The District shall reimburse the Superintendent up to four thousand dollars (\$4,000) annually for all reasonable expenses incurred for successfully completed academic university and professional development courses (including one (1) superintendents national convention annually), as approved in advance by the Board, including, but not limited to: tuition, textbooks, fees and mileage.

- g. Organizations.** The District shall pay the Association dues of the Superintendent for the American Association of School Administrators, and the Michigan Association of School Administrators and the Regional Association of School Administrators in which the School District is located. The Board shall pay the dues of any other professional organization deemed appropriate by the Superintendent and approved by the Board.
- h. Reasonable Expenses.** The Superintendent is expected to represent the School District at many functions, both within and outside the School District. The District agrees, during the term of this Contract, to reimburse the Superintendent for reasonable expenses as agreed upon by the Board at the rate of four hundred twenty-five dollars (\$425.00) per month.
- i. Service Organizations.** The District shall pay the membership of one (1) local service club per year.
- j. One Time Moving Expense:** the District agrees to reimburse the Superintendent for a one time moving expense up to \$2,500 with the understanding that the Superintendent will contract with Meyers Moving and Storage, Inc. of Sturgis, MI.
7. **Tenure Rights:** Superintendent agrees that he shall not be deemed to be granted continuing tenure in the position of Superintendent of Schools or in any other capacity.
8. **Residency:** Superintendent is encouraged to establish and maintain his family residence within the boundaries of the Sturgis Public School District.
9. **Outside Activities:** The Superintendent may undertake non-district related activities (e.g., consultative work, speaking engagements, teaching, writings, lecturing) provided prior approval is received from the Board. If the Superintendent receives compensation for such activities, he will be required to use vacation time to cover the time missed from work. In the event the Board, in its sole discretion, determines that any such activity interferes with the Superintendent's satisfactory performance, or the time necessary for the Superintendent's satisfactory performance of duties, the Board may require that the Superintendent cease some or all of such outside activities. In no case will the Board be responsible for any expense attendant to the performance of outside activities.
10. **Evaluation:** Superintendent's performance shall be evaluated by the Board annually, not later than March 1. The evaluation instrument and process shall be mutually agreed upon. The evaluation shall be in written form. In addition, a verbal assessment of performance shall be given to the Superintendent on a quarterly basis with a portion of the appropriate Board meeting devoted to this evaluation. Before the beginning of each year of this Agreement, Board and Superintendent shall meet to discuss performance standards for said year.
11. **Termination:** This contract may be terminated for the following reasons:
- a. Expiration:** This contract shall terminate upon its natural expiration date provided the Board has given ninety (90) days notice in accordance with the Michigan School Code.
- b. Just Cause:** The Superintendent shall be subject to discharge for good and just cause, but the Board shall not arbitrarily and capriciously dismiss him.
- c. Disability of the Superintendent.** If the Superintendent is unable to perform his duties due to physical or mental disability, the Board may terminate this contract after the Superintendent has exhausted accumulated sick leave and any other Board paid leave that may be available, and has been absent from his employment for an additional period of ninety (90) days, or has been on workers disability compensation leave for a period of twelve (12) months.
12. **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 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.

13. This Contract of Employment contains the entire agreement and understanding by and between the Board and the Superintendent with respect to the employment of Superintendent and no representations, 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 the employment of the Superintendent by the Board, are hereby terminated and shall hereafter be of no force or effect whatsoever. No change or modification of this Contract of Employment shall be valid or binding unless it is in writing and signed by the Superintendent and the Board. No waiver of any provisions of this Contract shall be valid unless it is in writing and signed by 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.
14. 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.
15. This Agreement is executed on behalf of the School District pursuant to the authority granted as contained in this contract adopted by the Board on May 10, 2011, the same being incorporated herein by reference.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

Date: 4-21-11

  
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Superintendent

STURGIS PUBLIC SCHOOL DISTRICT  
BOARD OF EDUCATION

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary