

**LAWTON COMMUNITY SCHOOLS
SUPERINTENDENT'S CONTRACT
2012-2013**

THIS CONTRACT is entered into this 1st day of July, 2012, between the Board of Education, hereinafter called the "Board" and Joseph Trimboli hereinafter called "Superintendent."

WITNESSETH:

1. DUTIES

The Superintendent agrees, during the period of this contract, to faithfully perform his/her duties and obligations in such capacity for the school district including, but not limited to, those duties required by the School Code. He/she will act as an advisor to the Board on matters pertaining to the school administration of the School District, and he/she will inform the Board of significant administrative action taken on its behalf. The Superintendent shall recommend, effect, or cause to be effected, the policies and programs of the Board of Education. He/she will faithfully and diligently fulfill all the duties and obligations incumbent upon him/her as the executive head of the School District.

2. TERM

The Board agrees to employ Joseph Trimboli as Superintendent of its schools for the term of one (1) years from July 1, 2012 to and including June 30, 2013.

The Board shall review this contract with the Superintendent annually, and shall, on or before February 28th of each ensuing year take official action determining whether or not it is extended for an additional year beyond the current contract date 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 extended for an additional year beyond the date of the termination of the current contract.

This contract may be extended either by option of the Board of Education or by operation of law, as follows:

- A. Board Option. The Board of Education, no later than the 1st day of March of each year during the term of this contract, may extend the contract for an additional period of time. In exercising this option, the Board of Education also shall establish the annual salary to be paid to the Administrator for the school year included in the extension. All other terms and conditions of this contract shall remain unchanged.

- B. Operation of Law. Unless the Board of Education gives written notice of non-renewal of this contract to the Administrator at least 90 days before the

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contract's termination date, this contract will, without further action, be automatically renewed for an additional one-year period as provided by Public Act 183 of 1979. The Superintendent annually shall advise the Board of Education of this obligation by the month of January.

3. EVALUATION

Annually, no later than the last day of FEBRUARY of each year during the term of this contract, the Board of Education shall review with the Administration his or her performance as Superintendent. The Administrator shall remind the Board of Education of this responsibility in a timely manner.

4. TENURE EXCLUSION

This contract does not confer tenure upon the Administrator in the position of Superintendent or any other administrative position in the district.

5. PROFESSIONAL LIABILITY

The District agrees that it shall defend, hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in his/her individual capacity, or in his/her official capacity as agent and employee of the District, provided the incident arose while Superintendent was acting within the scope of his/her employment.

The Board shall provide liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgments resulting from his/her functioning as Superintendent. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

6. MEMBERSHIP/CONFERENCES

The Board shall provide the Superintendent with paid membership in appropriate professional organizations, and shall encourage his participation in one (1) national professional conference per year, and in appropriate state conferences.

7. COMPENSATION

The Board agrees to pay the Superintendent for his/her services during each year of said contract in equal installments, unless otherwise agreed to by the parties. Compensation which includes all three compensatory contracts shall be a sum of \$117,602.79 annually. Said salary shall be reviewed annually and is subject to upward revision by agreement of the parties. In no case will salary be lowered.

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The Superintendent shall annually receive (Deferred Compensation; a Tax-Sheltered Annuity) in the amount of \$2,500 to be paid July 1st.

Reimbursement for necessary business travel outside the district shall be at the current rate established by the Internal Revenue Service.

TOTAL COMPENSATION: \$117,602.79

8. FRINGE BENEFITS

The Board of Education shall provide the Superintendent with the following benefits:

- A. The Board shall provide the administrator insurance benefits that include health dental and vision and long term disability provided to the "Administrative Employee Group". The Board agrees to contribute toward the health insurance premium according to PA 152 of 2011. The employee will pay the amount of premium above the State cap according to PA 152
- B. Term Life insurance in the amount of \$100,000.00
- C. Ten (10) sick days per year to be accumulated with a limit of 120 days.
Payment for unused sick leave (can also be classified as a severance benefit)
- D. Upon termination of the Superintendent's employment with the district, the Superintendent shall be paid his/her unused accumulated sick leave at a rate that is paid to all certified staff.
- E. The Employee shall be entitled to three (3) personal business days per year, the fourth business day charged against sick leave, one (1) unused business day may be carried over to the following year, not to accumulate to more than four (4) business days.
- F. Twenty-five (25) vacation days per year. These shall be in addition to the holidays recognized by the District. Five (5) vacation days may be carried over to be used in the first six (6) months of the next contract year.
- G. As needed days for bereavement leave not to be deducted from sick leave in accordance with the teacher contract for personal bereavement.
- H. Graduate Credit Reimbursement will be up to three (3) graduate credits per year upon verification of successful completion of course(s).

9. TERMINATION PROVISIONS

The Superintendent shall be subject to discharge for good and just cause, or by mutual consent, but the Board shall not arbitrarily and capriciously dismiss him/her. No discharge shall be effective until written charges have been served upon him/her and he/she have 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 Superintendent. At

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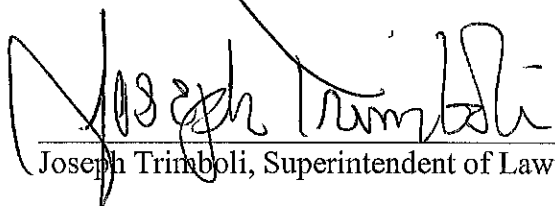
such hearing, he/she may have legal counsel at his/her own expense. Either party has the right of arbitration in the event of disagreement.

10. SEVERABILITY

If any provision of this contract is ruled illegal or unenforceable by a court of competent jurisdiction, the remainder of the contract not affected by the ruling shall remain valid and in effect.

11. GOVERNING LAW: STATE OF MICHIGAN

This contract is governed by and shall be interpreted in accord with the law of the State of Michigan.



Joseph Trimboli, Superintendent of Lawton Community Schools

July 12, 2012
Date



Kathryn Drew, Lawton Community Schools
Board of Education President

7/26/12
Date