



CONTRACT OF EMPLOYMENT

Superintendent of Schools

It is hereby agreed by and between the Board of Education of the Lakewood School District (hereinafter "Board") and Randall J. Fleenor (hereinafter "Superintendent") that pursuant to the School Code of the State of Michigan, the Board in accordance with its action found in the minutes of its meeting held on the June 14th, 2019 has and does hereby employ Randall Fleenor as its Superintendent of Schools for a term commencing on July 1, 2019, and ending on June 30, 2023, according to the terms and conditions as described and set forth herein as follows:

To fulfill the duties as required by NEOLA Board Policy 1230, Responsibilities of Superintendent dated 2012.

The Superintendent shall have complete freedom to organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, which in his judgment best serves the District.

Superintendent represents that he possess, holds and maintains and will maintain all certificates, credentials and qualifications required by law to serve in the position of Superintendent of Schools. If at any time, the 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 obligation.

2. CONTRACT PERIOD

The Board agrees to employ the Superintendent as Superintendent of its schools beginning **July 1, 2019 to and including June 30, 2023.**

3. TENURE EXCLUSION

The Superintendent shall not be granted continuing tenure in the administrative position or any other position to which he may be assigned by virtue of this contract.

4. EVALUATION

The Board shall evaluate the Superintendent in writing prior to **December 31st** of each year during the term of this contract. Student growth as measured by state, local, and other objective criteria shall be a significant factor in the evaluation process. The evaluation process shall be reasonably related to the job description of the Superintendent as defined within this contract and related to the goals and objectives for the District for the year in question. The evaluation shall be presented and discussed with the Superintendent by the President of the Board.

Before commencement of each year of this agreement, the Board and Superintendent shall meet to discuss and determine goals and objectives for the coming year no later than **February 1st** of each contract year. In the event the Board members determine the performance of the Superintendent is below effective in any respect, they shall describe in writing, in reasonable detail, those aspects of the Superintendent's performance that are below an effective performance rating. The Board Members shall also provide a written description, in reasonable detail, the recommendations as to the areas of improvement for those aspects of the Superintendent's performance the Board Members deemed less than effective.

5. TERMINATION PROVISIONS

The Board shall be entitled to terminate this contract during its term in the event of the Superintendent's inability to perform the Superintendent's responsibilities for a period of ninety (90) consecutive days due to mental or physical disability.

The Board shall be entitled to terminate the Superintendent's employment at any time during the term of this contract for reasons that are not arbitrary or capricious as determined by the board. 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 after ten (10) days' notice in writing. Said hearing shall be public or private at the option of the Superintendent. At such hearing, he may have legal counsel at his own expense.

The foregoing standards for termination of this contract during its term shall not be applicable to non-renewal of this contract at the expiration of its term, which decision is discretionary with the Board of Education. Non-renewal shall be as prescribed under Section 1229 of the Revised School Code. In the event of termination of employment during the term of this Agreement, this contract shall automatically terminate and the Board shall have no further obligation under this contract. This contract may be non-renewed at its

conclusion at the discretion of the Board.

6. EXTENSION

After the initial term of this contract, the Board at its sole discretion may decline to extend this contract.

7. PROFESSIONAL GROWTH

The Superintendent may attend professional meetings and conferences at the state and local levels. He is expected to complete a conference request form prior to registration for any conference and obtain the signature of the presiding board president. Actual, necessary, receipted expenses of said meetings and/or conferences will be paid by the Board. National conferences must be pre-approved by the Board of Education.

8. PROFESSIONAL DUES

The Board shall pay the Association dues of the Superintendent for up to three (3) appropriate state and/or national education organizations.

9. MEDICAL EXAMINATION

The Superintendent agrees to have a comprehensive medical examination and drug screen using a physician of the Superintendent's choice within 45 days of hire and prior to June 30 every other year thereafter. A statement certifying to the physical competency and clear of illegal-substance use, the Superintendent shall be submitted to the President of the Board and shall be treated as confidential information. The cost of said physical examination and reports, over and above that covered by his health insurance shall be paid by the district.

10. COMPENSATION

The Superintendent's base salary for the period July 1, 2019 to June 30, 2023 shall be **\$133,577.00**. The Board shall consider adjustments to his future base and fringe compensation at least once prior to June 30 of each year during the term of this contract.

The Superintendent will be paid an annual salary rate of not less than \$140,256.00 (5% increase) for the 2020-2021 school year in consideration of his/her performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board. This increase will be awarded based on the superintendent scoring an overall rating of effective or higher on the annual

evaluation. Additional compensation may be applied at the discretion of the board for the 2020-2021 contract year.

The Superintendent shall receive a yearly merit performance payment of 5% of the base pay, which shall be paid out in full **before December 31st** of the current year if an overall effective rating is received on the final evaluation. If highly effective rating is achieved, the merit pay shall be 6% of base pay, paid out in full before December 31st.

Adjustments to the amount of the performance pay and/or the remuneration of the performance pay may be made during the term of the contract at the mutual agreement of the Board and Superintendent.

A tax deferred annuity of 5% of current year's base pay per contract year. (. 2019-2020 school year: \$6,679.00)

11. FRINGE BENEFITS

The Superintendent shall be entitled to Twenty-one (21) leave days annually, with an additional day earned for each consecutive year of employment. i.e. first year of employment, 21 leave days, second year of employment, 22 leave days, third year of employment, 23 leave days, fourth year of employment 24 leave days, fifth year of employment 25 leave days, etc.

Up to 7 (seven) leave days shall be paid out annually at the current contracted daily rate at the superintendent's request. These funds shall be remunerated to the superintendent on or before June 15 of the current contract year. The superintendent shall inform the board of any such request for remuneration of leave time. No more than 7 (seven) days may be remunerated during any given contract year.

Only a maximum of 10 unused days may be carried forward into the next contract year and must be used during that year.

At the conclusion of employment with Lakewood Public Schools, any remaining days from current contract year and a possible maximum of ten days from the previous year, will be paid at the daily pay rate. Annual leave days shall be paid days and shall be selected by the Superintendent during periods of time least disruptive to the operations of the District. The Superintendent will notify the Board President when five (5) or more consecutive annual leaves days are going to be used at any one time.

The Board will provide the Superintendent a medical benefit package, or \$1,854.00 in lieu of. The employee shall be responsible for any premium costs greater than the board's contribution which shall be payroll deducted.

The Superintendent will be provided with a \$150,000 Life/AD&D policy.

The Board shall provide full reimbursement to the Superintendent for tuition expenses upon successful completion of any course related to administrative responsibilities. This shall not exceed a total of \$3,000 unless otherwise approved by the board.

Upon completion of doctoral degree and deferment of diploma, the amount of tuition reimbursement stated above shall be applied permanently to the base salary at the beginning of the contract cycle (July 1) immediately following diploma deferment. (i.e. diploma deferment in December of 2021; compensation applied on July 1, 2022.)

The Superintendent shall be entitled to the following paid holidays: (Friday before Labor Day, Labor Day, Thanksgiving, the Day after Thanksgiving, Christmas Eve Day, Christmas, New Year's Eve Day, New Year's Day, Good Friday, Memorial Day, and Independence Day), during each year of this Agreement.

A vehicle expense allowance of \$400.00 a month for travel within the district. Reimbursement for necessary business travel outside the district shall be at the current rate per mile in accordance with I.R.S allowances. The Board of Education reserves the right to make adjustments in the travel and expense allowance benefits on an annual review basis in accordance with this contract

12. SPECIAL PROVISIONS

A cell phone, a laptop computer, and or computer tablet will be provided to the Superintendent and remain property of the district.

The Superintendent shall maintain his primary residence in the boundaries of the Lakewood School District. It is understood and agreed that the underlying purpose of this provision is to ensure that the Superintendent maintains a sufficient presence and involvement in the local community so as to demonstrate a commitment to the concerns and welfare of the students and residents of the school district. A one-time moving expense into the Lakewood community will be reimbursed up to \$3,500.

13. The Board agrees to pay the premium amount for errors and omissions insurance

coverage for the Superintendent while engaged in the performance of a governmental function and while the Superintendent is acting within the scope of his authority. The policy limits for this coverage shall be not less than \$2,000,000.00. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of the Superintendent.

The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions coverage. In the event that such insurance coverage cannot be purchased in the above amounts and/or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify the Superintendent, if possible, prior to discontinuation. In that event, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to the Superintendent as is authorized under MCLA 691.1408.

14. Superintendent shall be granted non-deductible paid leave days due to jury duty or court appearances which are connected with, or arise out of, his position as Superintendent of this school district. Any compensation received for jury duty or court appearances shall be remitted to the school district.
15. 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.
16. This Agreement is executed on behalf of the school district pursuant to the authority granted as contained in the resolution of the Board adopted on June 13th, 2016, the same being incorporated herein by reference.
17. Further, both parties hereby acknowledge that they have completely read the terms and conditions of this agreement, have had the opportunity to discuss the terms and conditions with their attorney or legal counsel, that they fully understand and voluntarily accept these terms, and that they have signed this agreement as their own free act and deed, and agree to be bound thereby.
18. This contract of employment contains the entire agreement and understanding by and between the Board and Superintendent with respect to the employment of the Superintendent and no representatives, 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

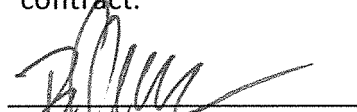
employment of the Superintendent is hereby terminated and shall hereafter be of no force or effect whatsoever. No change or modifications of this contract of employment shall be valid or binding unless it's in writing and signed by the Superintendent and by the Board. No waiver of any provisions of this contract shall be valid unless it's in writing and signed by the 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.

19. DISPUTE RESOLUTION

In the event of a dispute between the parties relating to and by provision of this agreement, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this Agreement within 120 days of the dispute arising, the parties hereby agree to submit such to binding arbitration. Such arbitration shall be conducted under the labor arbitration rule 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 their own Designation; however, each party shall be responsible for the cost of such respective Representation. Such matters must be filed within 180 calendar days of the alleged violation.

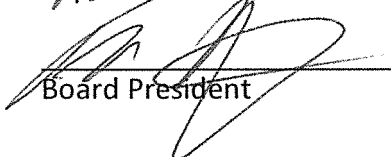
20. This agreement is executed on behalf of the School District pursuant to the authority granted under the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties hereto affixed their hands and seals this 14th day of June, 2019. Signatures indicate that all parties have been truthful in representing themselves. Discovery of intentional misrepresentation by the Superintendent or the School District's reliance on any misrepresentation by the Superintendent shall be considered a breach of contract.



Superintendent

6/24/19
Date



Board President

6/24/19
Date

as authorized by Board resolution
adopted June 14, 2019