

CENTRAL LAKE SCHOOL DISTRICT

Superintendent's Contract

THIS CONTRACT, entered into this 23rd day of November, 2011, between the Central Lake Board of Education, hereinafter call the "Board" and Ben Williams, hereinafter called "Superintendent".

WITNESSETH:

1. DUTIES

The Superintendent agrees, during the period of this contract, to faithfully perform his duties and obligations in such capacity for the school district including, but not limited to, those duties required by the School Code. He will act as an advisor to the Board on matters pertaining to the school administration or the School District, and he will inform the Board as to the 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 as may be adopted. He will faithfully and diligently fulfill all the duties and obligations incumbent upon him as the executive head of the administrative section of the school system and the Central Lake School District.

2. TERM

The Board agrees to employ Ben Williams as Superintendent of its schools for the initial term of thirty (30) months commencing December 26th, 2011 to June 30, 2014 and converting to a two (2) year renewing contract per the process outlined below.

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.

The Board agrees to pay the Superintendent, the annual rate of One Hundred Two Thousand Dollars (\$102,000.00) for two hundred sixty (260) days as determined in the formula for compensation of the Superintendent and approved by the School Board, for performance of the terms of this Contract. Said sum shall be paid on twenty-six (26) bi-weekly installments. The Superintendent may receive an increase to the annual contract to be determined by the Board for the annual period beginning July 1, 2012 to and including June 30, 2014.

3. EVALUATION

The Board shall evaluate the Superintendent, between January 1 and March 21 each year, using the criteria and an evaluation process mutually agreed to by the Board and the Superintendent. Notification of the evaluation process shall be the annual responsibility of the Superintendent.

4. TENURE

The Superintendent shall not be deemed to be granted continuing tenure in such capacity but shall be deemed to have been granted continuing tenure as an active classroom teacher in accordance with the provisions of the Michigan Teacher Tenure Act.

5. 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 official capacity as agent and employee of the Central Lake School District, provided the incident arose while the Superintendent was acting within the scope of his employment and excluding criminal litigations. The Board shall provide public liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgment resulting from his functioning as Superintendent and will reimburse him for any portion of such expense and judgments not covered by insurance. 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. PROFESSIONAL GROWTH

The Superintendent may attend professional meetings at the local, state and national levels, the expenses of said attendance to be paid by the Board. National meetings will require board approval.

The Board shall reimburse the Superintendent for all reasonable expenses resulting from the performance of his duties as Superintendent. These expenses may include but are not limited to monthly cellphone with wireless internet service, and a laptop computer.

The Board shall also reimburse the Superintendent tuition, university fees, and book expenses upon successful completion of graduate level courses to maintain State of Michigan administrative and teaching licenses, not to exceed six credits per year.

7. PROFESSIONAL DUES

The Board shall pay the Association dues of the Superintendent for the American Association of School Administrators, the Michigan Association of School Administrators, The Michigan Negotiators Association, and the M.A.S.A. region in which the School District is located, as well as other appropriate affiliations as approved.

8. MEDICAL EXAMINATION

The Superintendent agrees to have a comprehensive medical examination once, at least, every other year. A statement certifying to the physical competency of the Superintendent shall be submitted to the President of the Board of Education and shall be treated as confidential information. The cost of said physical examination and reports shall be paid by the Board. The initial exam shall take place by June 30, 2012.

9. FRINGE BENEFITS

The Board shall provide Superintendent with the following benefits:

- Health, dental, vision and long-term disability insurance provided to other administrative employees.
- Group Term Life Insurance for \$150,000 for the Superintendent.
- Ten (10) sick days per year to be accumulated annually. The Superintendent shall be awarded \$100 per day for 75% of accumulated sick days upon retirement, with a minimum of 10 years service in the Central Lake Public School District.
- Twenty-five (25) vacation days per year. Vacation shall be scheduled on non-instructional days, unless preapproved by the Board of Education.

- Holidays: Independence Day (July 4), Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Years Eve, New Years Day, Good Friday, and Memorial Day. In the event that a paid holiday falls on a weekend, either the preceding or following day will be considered a paid holiday.
- Two (2) Personal Days

10. RESIDENCY

The district requires that the Superintendent establish residency in compliance with PA 212 of 1999, preferably within the district borders.

11. TERMINATION PROVISIONS

The Superintendent shall be subject to discharge for good and just cause, but the Board shall not arbitrarily and capriciously dismiss him. 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 Administrator is prohibited from engaging in conduct involving moral turpitude. Pursuant to MCL 380.634(7) the Board may void this contract if the Coordinator violates this provision. Moral turpitude may be defined as conduct contrary to accept rules of justice, honesty, and good morals and may involve actions against another person, property, society and/or the government.

12. BREACH

In the event of a breach on the part of either party to this agreement, nothing contained herein shall be construed to render the obligations of either party under this agreement null and void.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year above written.

By: _____
Board President

Date: _____

By: _____
Superintendent

Date: _____