

CONTRACT OF EMPLOYMENT

Superintendent

THIS CONTRACT OF EMPLOYMENT, entered into this 7th day of July, 2016 by and between the Board of Education of the Central Lake Public School District, Central Lake, State of Michigan (hereinafter termed the District), and Lenore Weaver (hereinafter termed the Superintendent).

WITNESSETH:

1. Term: The Board agrees to employ the Lenore Weaver as Superintendent of its schools for the term of thirty-six (36) months commencing August 1st, 2016 to June 30, 2019 and will be a three (3) 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 addition year and notify the Superintendent of its action in writing. Notification of the contract extention deadline process shall be the annual responsibility of the Superintendent. Notification shall be done in writing no later than February 1st of each year. If no action is taken by the board, the contract shall be deemed to have been renewed for an additional year.

2. The Board agrees to pay the Superintendent, the annual rate of \$100,000.00 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 August 1, 2019 to and including June 30, 2019.
3. 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 or 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 as may be adopted. He/she will faithfully and diligently fulfill all the duties and obligations incumbent upon him/her as the executive head of the School District. Other duties may be assigned by the Board.
4. Benefits: The Board agrees to provide fringe benefits to the Superintendent as follows:
 - a. Medical: Priority Health - equivalent to Pak B that teachers receive if he/she chooses not to take the medical. If medical is chosen, it shall be the same as for other administrators and non-professional staff.
 - b. Dental: present plan
 - c. Vision: present plan

- d. Life Insurance: \$150,000 in term insurance
 - e. Shall include equivalent benefits as those provided to the professional staff plus those additional benefits as adopted by the Board.
 - f. In lieu of insurance the board will pay a single family subscriber rate up to the state cap.
 - g. The Board agrees to a 2.5% 403b.
5. The Superintendent shall receive 25 days vacation to be subtracted from the contract days. Vacation shall be scheduled on non-instructional days, unless preapproved by the Board of Education.
 6. 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.
 7. Holidays:

Independence Day (July 4)	1 day	New Years Eve	1 day
Labor Day	1 day	New Years Day	1 day
Thanksgiving Day	1 day	Good Friday	1 day
Christmas Eve	1 day	Memorial Day	1 day
Christmas Day	1 day		

Sick Days: 10 sick days will be accumulated annually. The Superintendent shall be awarded \$100.00 per day for 75% of accumulated sick days upon retirement, with a minimum of 10 years of service in the Central Lake Public School District.

8. The Superintendent represents that he holds all certificates and other qualifications required by law for the Superintendent of the District.
9. The Superintendent agrees that this is a Contract for personal professional service, which may not be assigned or transferred.
10. The Superintendent shall not be deemed to be granted continuing tenure in such a capacity but shall be deemed to have been granted continued tenure as an active classroom teacher in accordance with the provisions of Michigan Teacher Tenure Act..
11. Professional Dues: the Board will pay local, regional, state and national dues for MASA and AASA. Membership in such organizations as ASCD, MSBO, Michigan Negotiators will be paid for if the Superintendent wishes.
12. Professional Growth: The Superintendent can attend local, regional, state and national meetings at the Board expense. National meetings will require Board approval. The board shall reimburse the Superintendent for all reasonable expenses resulting from the performance of the duties of Superintendent. These expenses may include but are not limited to monthly cell phone with wireless internet service and a lap top computer.
13. Evaluation: The Board shall evaluate the Superintendent, between December 1 and March 31 of each year, using the criteria and an evaluation process mutually agreed to by the Board and the Superintendent.

14. Residency: The district requires that the Superintendent establish residency in compliance with PA 212 of 1999, preferably within the district boarders.
15. 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/her individual capacity, or in his/her official capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting within the scope of his/her employment and excluding criminal litigation's.

The Board shall provide liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgements resulting from his/her functioning as Superintendent and will reimburse him/her for any portion of such expense and judgements 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.

16. Termination Provisions: The Superintendent shall be subject to discharge for good and just cause, 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 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/she may have legal counsel at his/her own expense.
17. 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.

SCHOOL BOARD OF THE CENTRAL LAKE PUBLIC SCHOOL DISTRICT, CENTRAL LAKE, STATE OF MICHIGAN.

SUPERINTENDENT

Date

PRESIDENT

Date