

LAKE FENTON COMMUNITY SCHOOLS

SUPERINTENDENT CONTRACT

This contract entered into this 1st day of July, 2012 between the Lake Fenton Community School District Board of Education, hereinafter called the "Board" and Wayne S. Wright, hereinafter called the "Superintendent" in accordance with the following terms and conditions:

1. **Contract Period** – The Board agrees to employ the Superintendent for the term of three (3) years, commencing the 1st day of July, 2012 and terminating the 30th day of June, 2015.
2. **Duties** – The Superintendent agrees to perform the duties of Superintendent in a competent and professional manner and as assigned by the Board pursuant to the policies and regulations of the Board and the laws of the State of Michigan and the United States. He has represented to the Board that he holds all certification and other qualifications required by law for a Superintendent and represents that he shall maintain same while employed as Superintendent.
3. **Salary** – The 2012-13 base salary shall be \$128,800 (One Hundred Twenty Eight Thousand Eight Hundred Dollars) and \$130,000 (One Hundred Thirty Thousand) for 2013-14. Wage increases for the subsequent year shall be negotiated.
4. **Longevity** – 3 yrs = 3% of salary upon completion of the requisite contract years; 6 yrs = 3.5%; 9 yrs = 4%; 15 yrs = 4.5%; 20 yrs = 5%. Years of service are defined as completed years within the Lake Fenton Community School District. A factor of 0% in the amount of \$0 for 2012-13 and 3% in the amount of \$3,900 for 2013-14. Longevity payments will be one half in December and the remainder in June of any contract year.
5. **Educational Credits** – Superintendent will be paid one half in June and one half in December of any contract year the following (determined by credits beyond Masters Degree):

MA + 15 (45 CEU'S) = 3%, MA + 40 (120 CEU'S) = 4%; ED SP = 5%. PHD = 6%
The administrator holds a degree of MA + 40 and will be paid a factor of 4% (\$5,152) for 2012-13 and (\$5,200) 2013-14. Payments will be one half in December and the remainder in June of any contract year.
6. **Non-Elective Board Paid Tax Sheltered Annuity** – The Board shall make non elective paid contributions to a tax sheltered annuity (TSA) selected by the superintendent in the amount of \$14,000 per year. The contribution to the TSA will be made in 26 equal pays or adjusted based on contract effective dates and Board contribution changes. All Board paid non-elective contributions shall be made in conformance with the requirement of the limitations contained in Internal Revenue Code Section 403 (b).

7. **Merit Pay** – The superintendent shall receive a stipend on the last pay in June of \$300 during each year of the contract if his/her overall evaluation rating is Highly Effective or Effective and he/she has achieved a minimum of three goals approved by the Board.
8. **Non-Tenure** – It is mutually understood and agreed that this contract does not confer tenure upon the Superintendent in the Superintendent position or any administrative position.
9. **Assignment and Transfer** – The Superintendent is subject to assignment and transfer at the discretion of the Board of Education.
10. **Fringe Benefits**
 - A. **Professional Dues / Education Expenses**
 1. County, State, and National dues paid by the Board.
 2. Conferences approved in advance by Board.
 3. Other administrative responsibility areas as approved in advance by the Board.
 4. Educational reimbursement: The Board will reimburse the Superintendent for education expenses pertinent to the Superintendent's position upon advance approval of the Board and following successful completion of a course to a maximum of \$1,500.
 - B. **Paid Vacations** – Vacations are to be taken at times least disruptive to school operations and are subject to advance notice to the Board President. The superintendent shall be granted Four (4) Weeks of vacation per year. The Superintendent is not required to work Christmas break as determined by the district calendar. Also, as determined by the district calendar, spring break shall be deemed non-scheduled-work days.
 - C. **Holidays** – (7 Paid Holidays) July 4, Labor Day, Thanksgiving Day, Day after Thanksgiving, Washington's Birthday, Good Friday and Memorial Day.
 - D. **Sick Days** – 16 days per year, credited at the beginning of a contract year (i.e., July 1st) 5 of which may be used for personal business. Retiring administrative personnel will receive 70% of the daily rate paid to substitute teachers for each of their unused accumulated sick days.
 - E. **Bereavement Days** – three (3) days off with pay for immediate family only (mother, father, spouse, child, adopted child, step-child, brother, sister, mother/father-in-law, grandparents, and legal guardian).

- F. **Long Term Disability** – Long Term Disability pays up to 70% of contract wages to a maximum of \$7,000 per month after a 90 calendar day waiting period. All insurance premiums paid by the District ceases upon disability eligibility. Once on disability, health premiums will be waived by the carrier for up to a period of two (2) years. Waiver of premiums will be applied on life and disability insurance and are subject to the discretion of the carrier. However, vision and dental coverage will be the responsibility of the Superintendent.
 - G. **Short Term Disability** – In the event the Superintendent does not have sufficient number of days to satisfy the waiting period for long term disability (i.e. 90 days), should the Superintendent be faced with a catastrophic illness, the District will maintain the rate of 2/3 of his daily salary compensation and maintain current health benefits for that time period. The Superintendent must first exhaust documented sick days. The Board or their designee shall determine what constitutes a catastrophic illness on the basis of objective documentation provided by the Superintendent.
 - H. **Life Insurance** – The Board shall provide without cost to the Superintendent, term life insurance protections in the amount of \$150,000 for the duration of this contract (pending IRS maximum allowable).
 - I. **Vision** - Package similar to administrators' package with similar co-pays and deductibles.
 - J. **Dental** - Package similar to administrators' package with similar co-pays and deductibles.
 - K. **Early Departure** – If Superintendent leaves the Superintendent position prior to completing his contractual assignment, the Superintendent shall refund all annuities and salaries that have not been earned.
11. **Evaluation** – The Superintendent is to be evaluated twice each contract period by the Board. Prior to the final evaluation, the Superintendent is to complete a self-assessment and submit this to the Board prior to individual Board member final evaluation activity. The Board and Superintendent are to follow the established "Timelines for Superintendent Evaluation".
12. **Early Severance** - If the Superintendent retires from the district, having fulfilled a minimum of five (5) years of credit service in the district, he/she shall receive 70% of the daily rate paid to substitute teachers for each of their accumulated sick days and 100% of his/her per diem (capped at \$480 per day) for accumulated unused vacation time there will be a "cap" of 180 sick days and 40 vacation days.

13. **Contract Extension** – The Superintendent shall notify the Board President, in writing, by March 15th of each year of his/her desire to have their contract extended. Failure of the Superintendent to notify in writing by March 15th of each year may result in the contract not being extended for an additional year. The Board may, on or before June 30th (or June 30th of any contract year thereafter), take official action to determine whether or not, in its sole and exclusive discretion and at its will, to extend this contract. If the Board has been timely notified by the Superintendent and it takes no action on or before June 30th of each year, the contract shall be deemed to have been renewed for an additional one year contract period (July 1st through June 30th) in accordance with the terms contained in this Contract.
14. **Termination** – The Superintendent shall be subject to discharge for good reason, which includes but is not limited to, act of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetence, or if the Superintendent materially breaches the terms and conditions of this Agreement, 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 (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 extension pursuant to paragraph 12 of this contract or non renewal of this contract at the expiration of its terms (i.e., Michigan School Code) which decision is discretionary with the Board of Education.
15. **Entire Agreement** – This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, notwithstanding any prior oral discussions, and may not be amended, renewed or extended except by an instrument in writing (addendum or otherwise), duly adopted and executed by the parties.

IN WITNESS THEREOF, the parties hereto have set their hands this day and year below

BY: <u>Robert L. Grubbs</u>	Lake Fenton Board of Education President, Robert Grubbs
BY: <u>Sandra Dailey</u>	Lake Fenton Board of Education Vice President, Sandra Dailey
BY: <u>Alberta Martin</u>	Lake Fenton Board of Education Secretary, Alberta Martin
BY: <u>Orlin Knuth</u>	Lake Fenton Board of Education Treasurer, Orlin Knuth
BY: <u>Wayne S. Wright</u>	Wayne S. Wright Superintendent
DATE: <u>06-25-2012</u>	