

Original

LAPEER COUNTY INTERMEDIATE SCHOOL DISTRICT
SUPERINTENDANT OF SCHOOLS ADMINISTRATIVE CONTRACT

This Administrative Contract ("Contract") is entered into this 2nd day of March, 2011 between the Board of Education ("Board") of the Lapeer County Intermediate School District ("District"), an intermediate school district formed and operated under the Michigan Revised School Code ("Code"), and Steven A. Zott ("Superintendent"), collectively the "Parties".

The Parties to this Contract mutually agree as follows:

1.0 Duration of Contract.

1.1 Term. The term of this Contract shall commence on July 1, 2011 and shall terminate on June 30, 2014 ("Term"). Notwithstanding the Term of this Contract, the Board shall have the right in its sole discretion to annually review this Contract with the Superintendent and take formal action on whether the Board shall extend this Contract for another year and shall notify the Superintendent of its decision in writing and in accordance with the provisions of Subsection 1.2 of this Contract.

1.2 Contract Extension and Termination. No later than March 1st of each contract year, the Board shall evaluate the performance of the Superintendent in accordance with Board Policy #1240 (Evaluation of the Superintendent) and in the event of a satisfactory evaluation, this Contract may be extended for an additional one (1) year period upon Board approval. This Contract shall be automatically extended for an additional one (1) year period unless the Board provides the Superintendent with a written notice of nonrenewal of this contract at least 90 days before the termination of this contract in accordance with MCL 380.1229, as amended.

2.0 Duties. The Superintendent shall perform the duties of an intermediate school district superintendent as prescribed by MCL 380.653, as amended, and such additional duties as the Board may, in its discretion, from time to time assign. During the Term of this Contract, the Superintendent shall devote his full business time, attention, skills, effort, and responsibility to his faithful performance of his duties under this Contract. The Superintendent may serve on the governing bodies, boards, or committees of private corporations or business entities only after providing notice to and obtaining the written consent of the Board.

3.0 Compliance With The Code, Board and District Policy. It shall be the duty of the Superintendent at all times to be fully informed of and perform his duties under this Contract

in full compliance with the Code and other applicable laws and regulations of the United States and the State of Michigan (“State”) and the policies, administrative guidelines, practices, and procedures of the Board and the District. Moreover, the Superintendent is prohibited from engaging in any conduct that directly or indirectly involves moral turpitude as defined by Board policy or State law or regulation. The Superintendent’s commission of any act of moral turpitude shall allow the Board to terminate or void this Contract in its entirety.

4.0 Residency. The Superintendent is required to reside within twenty (20) miles of the District’s boundaries as allowed by MCL 15.602, as amended.

5.0 Tenure Exclusion. This Contract does not confer tenure upon the Superintendent.

6.0 Conflict of Interest. No portion of the Superintendent’s working time under this Contract shall be devoted to private purposes, outside employment, or business interests. The Superintendent expressly acknowledges and agrees that at all times he shall be fully informed of and conduct his duties under this Contract in full compliance with the Code provisions governing conflicts of interest and disclosure of relationships with business enterprises as defined in the Code.

7.0 Compensation and Fringe Benefits. The Superintendent’s sole compensation for all services performed under this Contract shall be an annual salary of One Hundred Twenty-Five Thousand Dollars (\$125,000) that shall be paid in twenty-six (26) installments commencing with the first pay day in July established by the District for all employees. In addition, the Superintendent shall be provided with the fringe benefits described in Schedule A attached to this Contract. Schedule A only constitutes a summary description of fringe benefits and to the extent the summary description varies from or contradicts applicable insurance contract or policy provisions, the insurance contract or policy provisions shall be controlling. The Board retains the right to adjust the Superintendent’s annual salary during the Term of this Contract; however, said adjustments shall not result in the reduction of the Superintendent’s annual salary unless such a reduction is part of a uniform plan affecting the salaries of all other administrative employees. Any adjustments shall be documented by the execution of written amendments to this Contract. Furthermore, the Board retains the right to change (i.e., amend, modify, or delete) the Superintendent’s fringe benefits and the levels of fringe benefits, as well as change insurance carriers, during the Term of this Contract; however, said changes shall be made only if part of a uniform plan affecting all other administrative employees.

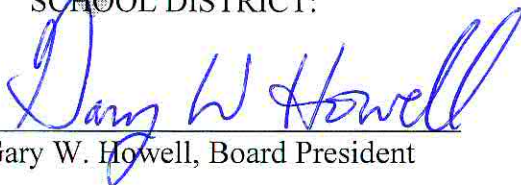
- 8.0 Term and Enforceability of Contract. This Contract and the enforceability of this Contract shall run concurrently with the Superintendent's employment by the Board and, unless otherwise provided in this Contract, for an indefinite period following the date of termination of employment or this Contract. The Superintendent expressly acknowledges and agrees that this Contract is enforceable whether employment is terminated by the Superintendent or the Board for any reason or no reason and regardless of whether the employment termination is challenged by the Superintendent in any manner.
- 9.0 Arbitration. The Parties agree to try in good faith to settle any disputes arising out of or relating to this Contract through mediation administered by the American Arbitration Association under its National Rules for the Resolution of Employment Disputes prior to resorting to binding arbitration; however, any dispute that cannot be settled through mediation shall be settled by binding arbitration administered by the American Arbitration Association under its National Rules for the Resolution of Employment Disputes and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the opposing party within thirty (30) calendar days of the occurrence giving rise to the claim. The arbitrator's fees and expenses, as well as any fees charged by the American Arbitration Association, shall be shared equally by the Parties. The Parties are entitled to representation of their own choosing during any mediation and arbitration proceedings; however, each party shall be responsible for all costs of such representation.
- 10.0 Indemnification. The Board agrees to indemnify, defend, and hold harmless the Superintendent from and against any and all claims, actions, lawsuits, administrative or judicial proceedings, demands, and liabilities brought against or in any way involving the Superintendent in either his official or individual capacities arising from or relating to matters or conduct within the scope of his employment or duties under this Contract ("Claims") to the fullest extent allowed by law. Furthermore, the Superintendent expressly acknowledges and agrees that in the event the District must defend against such Claims, or any and all other claims, actions, lawsuits, administrative or judicial proceedings, demands, and liabilities brought against or in any way involving the District arising from or relating to matters occurring during his term of employment with the District, he shall provide any reasonable assistance to the District in its defense, even after his separation from employment with the District.

- 11.0 Provisions Surviving Termination. All provisions of this Contract which by their terms or by reasonable implication may be performed after termination of this Contract or employment shall survive said termination.
- 12.0 Non-Waiver of Enforcement. The failure of any party to enforce any provision of this Contract shall not operate or be construed as a waiver of the right to enforce this Contract or seek a remedy for any subsequent breach of this Contract.
- 13.0 Invalidity and Unenforceability. It is agreed that the invalidity or unenforceability of any provision of this Contract shall not affect any other provisions hereof. The Parties further agree that any unenforceable provision shall be construed and limited by any court or arbitrator so as to render both the provision at issue and/or the remainder of this Contract reasonable and enforceable.
- 14.0 Amendments and Waivers. No changes, modifications, or waivers of any part of this Contract, including this Paragraph, shall be valid unless such change, modification, or waiver is made in writing, approved by the Board, and signed by both the Board President and the Superintendent.
- 15.0 Entire Contract. This Contract constitutes the entire agreement between the Parties with respect to the subject matters contained in this Contract and supersedes any and all other discussions, negotiations, proposals, or other contracts, either oral or written, between the Parties with respect to all terms and conditions of employment and the subjects covered in this Contract.
- 16.0 Governing Law. This Contract shall be governed by the laws of the State of Michigan.

This Contract is executed, entered into, and agreed upon as of the date first given above.

BOARD OF EDUCATION
 LAPEER COUNTY INTERMEDIATE
 SCHOOL DISTRICT:

SUPERINTENDENT:

By: 
 Gary W. Howell, Board President


 Steven A. Zott

Date: 3-2-11

Date: 3/2/11

SCHEDULE A - SUMMARY OF BOARD APPROVED BENEFITS

- District's portion of retirement contribution to the Michigan Public School Employee's Retirement System.
- Health, dental, and vision insurance package offered to all eligible non-represented employees. The employee may elect to receive \$150 cash payment per month in lieu of health insurance coverage.
- Life insurance \$250,000 - effective following completion of the first day of employment.
- Long term disability - effective on the 91st calendar day of a long term illness.
- Vacation days - 20 per fiscal year. (NOTE: The Superintendent may carry over up to one-half of a year's vacation-day allowance to the next year. The Superintendent will not be paid for unused vacation days.)
- Personal business days - 3 per fiscal year. (NOTE: The Superintendent may not carry over any personal business-day allowance to the next year. The Superintendent will not be paid for unused personal business days.)
- Sick days: on an as-needed basis and for long-term illnesses, until long-term disability takes effect.
- Holidays: 4th of July, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, December 24th, December 25th, December 26th, December 31st, January 1st, Good Friday, and Memorial Day (NOTE: When the 4th of July falls on a Saturday or Sunday, the Monday following the 4th of July will be treated as a holiday.)
- Bereavement days: 5 per death in the immediate family (i.e., spouse, or the Superintendent's or the Superintendent's spouse's, parent, stepparent, sibling, stepsibling, child, stepchild, grandparent or grandchild.)
- All benefits are prorated on a fiscal year basis upon date of employment or termination. All other times, benefits are granted at the beginning of each fiscal year.