

CONTRACT OF EMPLOYMENT

Superintendent of Schools

David Campbell

It is hereby agreed by and between the Board of Education of the Livingston Educational Service Agency (hereinafter "Board") and David Campbell (hereinafter "Superintendent") that pursuant to Section 623 (MCL 380.623) or Section 1229(1) of the Revised School Code of the State of Michigan, as may be applicable, the Board in accordance with its action found in the minutes of its meeting held on the 27th day of July, 2011, has and does hereby employ the said David Campbell for the period commencing on September 1, 2011, and ending on June 30, 2014, according to the terms and conditions as described and set forth herein as follows:

1. Superintendent shall perform the duties of Superintendent of Schools as prescribed by the School Code of the State of Michigan and by the rules and regulations of the State Board of Education and as may be established, modified and/or amended from time to time by the Board. Superintendent shall serve as chief executive officer and chief administrative officer of the Board. He will act as an advisor to the Board on matters pertaining to school administration of the school district, and he will inform the Board as to administrative action taken in its behalf, which actions must be within the authority delegated to the Superintendent by the Board.
2. Superintendent represents that he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Department of Education, and those required by the Board to serve in the position of Superintendent of Schools. Additionally, Superintendent agrees, as a condition of his continued employment, to meet all continuing education requirements for the position assigned, as may be required by law and/or by the State Board of Education. If at any time the Superintendent fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this Contract shall automatically terminate and the Board shall have no further obligation hereunder. Extenuating circumstances will be considered by the Board prior to termination.
3. Superintendent agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position of Superintendent of Schools as required and assigned. Superintendent may engage in other professional activities, such as consulting, lecturing and serving as an adjunct professor, provided that such activities do not interfere with Superintendent's performance of his duties and responsibilities as required by this Contract. Superintendent agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, Superintendent agrees to comply with and fulfill all responsibilities

and tasks required by state and federal laws and regulations and by the Board to carry out the educational programs and policies of the School District for which he is responsible during the entire term of this Agreement. Further, Superintendent pledges to use his best efforts to maintain and improve the quality of the operation of the School District and constantly promote efficiency in all areas of his responsibility.

4. Superintendent shall be paid the annual salary of not less than One Hundred Forty Thousand Dollars (\$140,000) in consideration of his performance of the duties and responsibilities of the position of Superintendent of Schools in conformance with the requirements and expectations of the Board as set forth herein. The annual salary shall be paid in bi-weekly installments during the applicable twelve-month period July 1 through June 30. During the first year of this Contract, the annual salary shall be prorated for the period from September 1, 2011 when active employment began to June 30, 2012. Upon separation of the Superintendent during any fiscal/contract year, his annual salary shall be adjusted to reflect payment of the number of work weeks during which services were actually and physically rendered during the contract year or he was on approved paid absence. The Board shall not be obligated to make payment for any week during which Superintendent did not render services or was on approved paid absence. Any amounts due the Superintendent upon separation shall be remitted by the Board to him as soon as such amounts can diligently be determined. Any salary amounts received by the Superintendent in excess of weeks actually worked or on approved paid absence during the fiscal/contract year shall be deducted from the Superintendent's remaining wages and Superintendent, by executing this contract, hereby gives his written consent for such deduction. Any wage overpayment not recoverable by the Board through wage deduction shall be remitted to the Board by the Superintendent within three (3) business days of separation from employment. If not paid in this manner, Superintendent agrees that judgment may be entered against him/her in any Michigan court of competent jurisdiction for such amount(s).

Except in the final year of the Contract, the Superintendent's performance shall be evaluated by the Board annually on or before the first meeting in June. A copy of the written evaluation shall be given to the Superintendent. Except in the final year of the Contract, the Board agrees to take action on or before June 30th of each year regarding renewal of the Superintendent's contract for an additional one (1) year period, provided, however, that the Board's obligation to take such action is conditioned upon the Superintendent providing a written reminder of this obligation to the Board prior to June 1st. In the final year of the Contract when nonrenewal of the Contract may occur pursuant to Sections 1229 of the Revised School Code, as referenced in Section 6, the Superintendent's performance shall be evaluated by the Board on or before the first meeting in March and the Board shall take action on or before March 30th regarding renewal or nonrenewal of the Contract. The Superintendent shall provide a written reminder of this obligation prior to March 1st of the final year of the Contract.

A performance objective system which delineates expectations for the Superintendent shall be established to determine possible annual salary adjustment and/or merit pay. The Superintendent shall be eligible for a salary increase and/or merit pay based upon the successful completion of the goals and/or performance objectives to be agreed upon within ninety (90) days of the new school year and each designated school year. The Board shall annually determine (1) whether the salary shall be increased and, if so, the percentage increase, and/or (2) whether the Superintendent shall be provided merit pay and, if so, the amount of the merit pay. The aforementioned determinations shall be made no later than June 30th of each year and shall be based upon the agreed upon goals and/or performance objectives. Any adjustment in salary or merit pay made during the term of this Contract shall be in the form of a written amendment and executed by the Superintendent and Board. The written amendment shall become part of this Contract.

5. The Superintendent shall be provided with vacation time of twenty-five (25) days per fiscal year. Ten (10) days of vacation time must be used within the given year in a manner to minimize interference with the orderly operation and conduct of business of the School District. Up to fifteen (15) days maximum of unused accumulated vacation days will be paid out annually, at the Superintendent's per diem rate of pay, or may be carried over to be used the next fiscal year with no more than a maximum of ten (10) days being accumulated in addition to the twenty-five annual days.
6. The Board shall be entitled to terminate Superintendent's employment at any time during the term of this Contract if Superintendent materially breaches the terms and conditions of this Agreement or for any other reason which is not arbitrary or capricious. The Superintendent is prohibited from engaging in conduct involving moral turpitude and the Board shall have the right to void this Contract if the Superintendent violates the prohibition against engaging in conduct involving moral turpitude. In the event that the Board undertakes to dismiss Superintendent during the term of this Contract, he shall be entitled to written notice and an opportunity for a hearing before the Board. In the event of said termination of employment, during the term of this Agreement, the Board shall have no further obligations hereunder.

The Board may decide not to renew the employment of Superintendent upon the expiration of this Contract at its discretion with written notice to the Superintendent at least ninety (90) days prior to June 30 as specified in Section 1229 of the Revised School Code.

7. The Superintendent agrees to have a comprehensive medical examination once every year. A statement certifying the physical and mental 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 medical examination and reports shall be paid by the District.

Superintendent shall submit to such medical examinations, supply such information and execute such documents as may be required by any underwriter, policyholder or third-party administrator providing insurance specified under this Contract.

8. This Contract does not confer tenure upon the Superintendent in the position of Superintendent of Schools or any other administrative position.
9. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third party administrator, the Board shall provide on behalf of Superintendent and his eligible dependents the following insurance programs:
 - a. Health Insurance: Identical and consistent with central office administrators.
 - b. Long-Term Disability Insurance: Identical and consistent with central office administrators;
 - c. Dental Insurance: Identical and consistent with central office administrators;
 - d. Optical Insurance: Identical and consistent with central office administrators; and
 - e. Term Life Insurance: Two (2) times the Superintendent's annual salary.
10. Superintendent will receive paid holidays in accordance with the following schedule:

New Year's Eve Day	Thanksgiving Day
New Year's Day	Friday following Thanksgiving Day
Good Friday	Christmas Eve Day
Memorial Day	Christmas Day
July Fourth	Day after Christmas
Friday before Labor Day	
Labor Day	

11. If Superintendent is absent from duty on account of personal illness or disability, he shall be allowed full pay for a total of fifteen (15) days annually. Unused paid leave days hereunder shall be cumulative to a maximum of sixty (60) days for absence due to personal illness or disability of Superintendent. The Superintendent may be absent from duty on account of personal business to a maximum of five (5) days annually, non-cumulative. The Superintendent shall not be paid or reimbursed for unused personal illness or disability days and unused personal business days.
12. Superintendent shall be allowed five (5) bereavement days for each death of an immediate family member and three (3) bereavement days for each death of other family members. The Board may grant additional bereavement days. For purposes of this provision, immediate family member shall be defined as parents, parents-in-law, spouse, children and siblings.

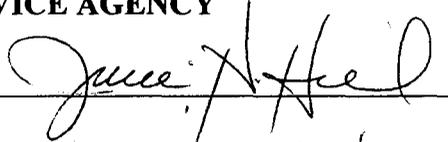
13. Superintendent shall be provided with a car allowance in the amount of \$450 per month to cover travel in Livingston County. Superintendent shall be eligible to be reimbursed for travel outside of Livingston County, meals and lodging in accordance with per diem expense and reimbursement policies and procedures established by the Board.
14. The fees or dues for membership in appropriate professional organizations shall be subject to Board policy. The Superintendent shall be entitled to attend one national conference annually. Any additional national conferences require prior Board approval.
15. Superintendent shall be eligible to be reimbursed for relocation expenses up to (Two Thousand Dollars) \$2,000 providing the relocation fees are incurred to move personal belongings for the purpose of residing within the LESA district.
16. The Board agrees that it will indemnify, defend and hold harmless the Superintendent pursuant to and in accordance with applicable statutes from civil claims, civil lawsuits and other civil legal proceedings brought against the Superintendent, either in his individual capacity or as an employee or agent of Board, provided that in connection with the incident giving rise to the claim, lawsuit or legal proceeding, the Superintendent was acting during the course of his employment and within the scope of his authority and the incident did not involve gross negligence by the Superintendent.
17. This Contract of Employment and any Board authorized addenda contain the entire agreement and understanding by and between the Board and Superintendent. This Contract of Employment supersedes and replaces any existing Contract of Employment between Board and Superintendent. No representations, promises, contracts or understandings, written or oral, not contained herein as stated above, shall be of any force or effect. All prior agreements pertaining to, connected with, or arising in any manner out of the employment of Superintendent by the Board, are hereby terminated and shall hereafter be of no force or effect whatsoever. No change or modification of this Contract shall be valid or binding unless it is 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.
18. 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 provision.

19. This Agreement is executed on behalf of the School District pursuant to the authority granted as contained in the resolution of the Board of Education adopted July 20, 2011.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date set opposite their names.

**LIVINGSTON EDUCATIONAL
SERVICE AGENCY**

Dated: 7-27, 2011

By: 
Its board president

SUPERINTENDENT

Dated: 7-27, 2011


David Campbell

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