

## CONTRACT OF EMPLOYMENT

### School Superintendent

It is hereby agreed by and between the Board of Education of the Oakridge Public Schools (hereinafter "Board") and Thomas Livezey (hereinafter "Superintendent") that pursuant to Section 1229(1) of the Revised School Code, the Board in accordance with its action found in the minutes of its meeting held on the 18<sup>th</sup> day of November, 2015, has and does hereby employ the said Thomas Livezey for a three-year period commencing on July 1, 2015 and ending on June 30, 2018, according to the terms and conditions as described and set forth herein as follows:

1. Superintendent shall perform the duties of Superintendent as prescribed by the Board and as may be established, modified and/or amended from time to time by the Board. Superintendent acknowledges the ultimate authority of the Board with respect to his responsibilities and directions related thereto. Superintendent is subject to assignment and transfer to another administrative position of employment in the School District at the discretion of the Board.
2. Superintendent represents that he/she possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the provisions of Sections 1246 and 1536 of the Revised School Code, the regulations of the Michigan Department of Education, and those required by the Board to serve in the position assigned. Superintendent agrees, as a condition of his continued employment, to meet all certification and continuing education requirements for the position assigned, as are and may be required by law and/or by the State Board of Education. If at any time 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.
3. Superintendent agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. 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 law and regulations and by the Board to carry out the educational programs and policies of the School District during the entire term of this Contract. Superintendent agrees to devote substantially all of his business time, attention and services to the diligent, faithful and competent discharge of his duties on behalf of the School District to enhance the operation of the School District and agrees to use his best efforts to maintain and improve the quality of the programs and services of the School District.
4. Superintendent's annual (twelve month) salary shall be One Hundred Twenty Thousand Six Hundred Forty Three Dollars (\$120,643) for the period commencing on July 1, 2015 and ending on June 30, 2016 in consideration of his performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board. The Superintendent's salary shall increase 2% on July 1, 2016 and another 2% on July 1, 2017.
  - a. The annual salary shall be paid in twenty-six (26) equal bi-weekly installments beginning with the commencement of the fiscal/contract year (July 1 - June 30). Superintendent also shall receive a sum equal to five percent (5%) of his base salary utilizable as a 403(b) contribution. Superintendent also shall be provided with longevity as an inclusion

in his normal pay. Longevity is based at the rate of 5.5% of the Administrator's base salary, and shall be paid at this rate through June 30, 2017. Thereafter, this rate will increase one-half percentage point per fiscal year not to exceed 7%.

- b. Consistent with the provisions of Section 1250 of the Revised School Code, Superintendent's job performance and job accomplishments will be significant factors in determining any adjustment to Superintendent's compensation. Any adjustment in salary made during the term of this Contract shall be in the form of a written amendment and when executed by the Board, shall become a part of this Contract. The established salary must be agreed to by the parties.
5. Superintendent is employed on the basis of fifty-two (52) weeks of work per contract/fiscal year (July 1 through June 30) as scheduled by the Board. Superintendent shall be granted vacation time of 25 days per fiscal year. A maximum of five (5) days may be carried over to the following contract year or the Superintendent may choose to sell back a maximum of 5 days which are not used by June 30 of each year without prior written approval by the Board. Superintendent shall not receive any additional compensation in lieu of use of vacation days. Superintendent shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District. All scheduling of vacation is subject to notice provided to the Board.
6. Superintendent's performance shall be evaluated by the Board at least annually using multiple rating categories that take into account data on student growth as a significant factor as required by Section 1249 of the Revised School Code (or its successor provision). The parties shall jointly, prior to each evaluation year, determine the method and instrument by which the evaluation shall be conducted. Should agreement not be reached, the method/instrument from the prior year shall be used. This contract shall be deemed to have been extended for a period of one year beyond its expiration date upon receiving an annual summative evaluation rating that is effective or highly effective. The Board may extend this contract at its own discretion at any time.
7. The Board shall be entitled to terminate the Superintendent's employment at any time during the term of this Contract when it determines that Superintendent has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if Superintendent materially breaches the terms and conditions of this Contract, or for other just causes.
  - a. The foregoing standards for termination of this Contract during its term shall not be applicable to non-renewal of this Contract at the expiration of its term, which decision is discretionary with the Board.
  - b. In the event that the Board undertakes to dismiss Superintendent during the term of this Contract, he shall be entitled to written notice of charges and an opportunity for a hearing before the Board. In the event of termination of employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

8. This Contract shall deem to have been renewed for a period of one year beyond its expiration date unless the Board, during the last year of the contract term, follows the appropriate procedure for non-renewal identified in Section 1229 of Michigan's Revised School Code and provides written notice at least 90 days before the termination of the contract. MCL 380.1229(1). The Superintendent recognizes the exclusive right of the Board to determine reductions in personnel and/or operations and the exclusive right to determine the area in which such reductions will be made.
9. In the event of Superintendent's mental and/or physical incapacity to perform the duties of his office, he shall be granted an initial leave of ninety (90) work days for purpose of recovery. The Superintendent shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the ninety (90) work day period to be unpaid. Health plan premium payments shall be made on behalf of Superintendent during this interval to the extent required by law. Upon utilizing leave under this provision, Superintendent shall furnish medical certification to the Board (or its designee) respecting the necessity for the leave.
  - a. If the Board (or designee) has reason to doubt the validity of the medical certification supplied by, it may require a second opinion, at Board expense.
  - b. Superintendent may request a ninety (90) work day unpaid leave extension in the event of his physical and/or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is a verified prognosis that Superintendent will be able to resume his duties at the conclusion of the extended leave interval. Medical certification shall be supplied by Superintendent as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.
  - c. If Superintendent is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), his employment and this Contract may be terminated at the option of the Board. However, no such termination shall occur where restoration after leave is required by the Family and Medical Leave Act.
  - d. Prior to resumption of duty after an unpaid leave of absence for a serious health condition, Administrator shall provide to the Board a fitness for duty certification from Superintendent's health care provider. A second opinion may be required by the Board, at its expense, unless the securing of the second opinion in this context is precluded by the Family and Medical Leave Act.
10. Superintendent agrees that he shall not be deemed to be granted continuing tenure in the position initially assigned or to which he may be assigned or transferred or in any capacity. Nor shall the decision of the Board not to continue or renew the employment of Superintendent for any subsequent period in any capacity, other than as a classroom teacher, as may be required by the Teachers' Tenure Act, be deemed a breach of this Agreement or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.
11. 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 programs specified under this Contract. Additionally, upon request of the Board, Superintendent shall authorize the release of medical information necessary to determine

if Superintendent is capable of performing the essential job functions required by his assignment, with or without reasonable job accommodation(s). Any physical or mental examination or disclosure of such information required of Superintendent by the Board shall be job related and consistent with business necessity. Any medical or psychological examination under this section shall be at Board expense. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.

12. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third party administrator, the Board shall make premium payments on behalf of Superintendent and his eligible dependents for enrollment in insurance programs for enrollment in the following insurance programs:

Plan A:

- Health insurance: MESSA ABC 1 with HSA
- Dental insurance: Delta Dental E/007 80/80/80/1300; COB; Sealant Rider
- Vision insurance: VSP 3 Plus with COB
- Long term disability insurance (Superintendent only): 66 2/3%; \$5,000 monthly maximum benefit; 60 day CDMF; no COLA

The Board shall contribute only the “hard cap” amounts toward the medical insurance premium cost pursuant to Public Act 152 of 2011 (Senate Bill 7), as amended. The Superintendent and his/her eligible dependents taking Plan A health insurance coverage will contribute any remaining amount through payroll deduction. The Board shall fund Superintendent’s HSA in the amount equal to the deductible on the first day of each medical coverage year.

Plan B - For employees not electing Plan A health insurance:

- Dental insurance: Delta Dental E/007; 80/80/80/1300; COB; Sealant Rider
- Vision insurance: VSP3 Plus with COB
- Long term disability insurance (Superintendent only): 66 2/3%; \$5,000 monthly maximum benefit; 60 day CDMF; no COLA

The Superintendent selecting Plan B will receive \$200.00 per month in lieu of Plan A through the district’s 125 plan. The Superintendent taking Plan B in lieu of Plan A will contribute 20% toward the premium cost (or illustrative rate). Superintendent hereby authorizes payroll deduction for the above amount.

13. The Board reserves the right to change the identity of the insurance carrier, policyholder or third party administrator for any of the above coverages, provided that comparable coverage, as determined by the Board, is maintained during the term of this Agreement. The Board shall not be required to remit premiums for any insurance coverages for Superintendent and his eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder or third-party administrator. The terms of any contract or policy issued by any insurance company or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. Superintendent is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The Board, by remitting the premium payments required to provide the above-described insurance coverage(s), shall be relieved from all liability with respect to insurance benefits.

14. Superintendent is entitled to the holidays listed in **Exhibit A** attached hereto.
15. The Board shall provide a desktop and laptop computer for use of the Superintendent in the performance of his duties.
16. If Superintendent is absent from duty on account of personal illness or disability, he shall be allowed sick day benefit listed in **Exhibit A** attached hereto.
17. Superintendent shall receive all other benefits and be eligible to be reimbursed for all other expenses reasonably identified in **Exhibit A**, attached hereto.
18. The Board agrees to pay the premium amount for errors and omissions insurance coverage for Superintendent while engaged in the performance of a governmental function and while the Superintendent is acting within the scope of his authority. The policy limits for this coverage shall be not less than \$2,000,000. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of Superintendent. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions coverage. In the event that such insurance coverage cannot be purchased in the above amounts and/or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify Superintendent. In that event, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to Superintendent as is authorized under MCL 691.1408 and MCL 380.11a(3)(d).
19. This Contract contains the entire agreement and understanding by and between the Board and Superintendent with respect to the employment of Superintendent and no prior or concurrent representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect. All prior contracts or other agreements (written or oral) pertaining to the terms of this contract are cancelled and are superseded by the terms of this contract. Provided, that this contract is voidable pursuant to the provisions of the Revised School Code pertaining to criminal records and criminal history checks.
  - a. No amendment to or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board reflected in its minutes, and signed by Superintendent and the President and Secretary of 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.
20. In the event of any dispute between the parties relating to discharge of Superintendent during the term of this Contract, the parties hereby agree to submit such to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association. Arbitration under this provision shall be conducted pursuant to the terms of the Michigan Arbitration Act, MCL 600.5001 *et seq.* and MCR 3.602.
  - a. The parties intend that this process of dispute resolution shall be inclusive of all contract and statutory claims advanced by Superintendent arising from Superintendent's discharge during the term of this Contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. However, this

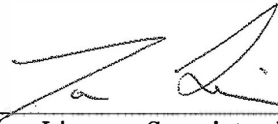
agreement to arbitrate does not restrict Superintendent from filing a claim or charge with any state or federal agency (such as the Equal Employment Opportunity Commission or the Michigan Department of Civil Rights), and does not apply to any claims for unemployment compensation or workers' compensation which may be brought by Superintendent. Instead, this agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings.

- b. This agreement to arbitrate means that Superintendent is waiving his right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, Superintendent shall have the right to representation by counsel of his choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery and the right to a fair hearing. However, Superintendent, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.
  - c. The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and Superintendent, subject to the right of Superintendent to seek to tax such fees as costs against the Board.
  - d. Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within one hundred eighty (180) days of the effective date of Superintendent's discharge during the term of this Contract. The Decision and Award of the arbitrator shall be final and binding and judgment thereon may be entered in the Circuit Court for the 14<sup>th</sup> Judicial Circuit of Michigan (Muskegon County), pursuant to MCL 600.5001.
21. If any provision of this Agreement becomes or is declared by a Court of competent jurisdiction to be illegal, unenforceable or void, this Contract shall continue in full force and effect without said provision(s).
22. Superintendent agrees that any claim or suit arising out of Superintendent's employment with the Board must be filed no more than one (1) year after the date of the employment action that is the subject of the claim or suit. Superintendent understands that the statute of limitations for claims arising out of an employment action may be longer than one (1) year, but agrees to be bound by the one (1) year period of limitation set forth herein and waives any statute of limitations to the contrary. Should a court of competent jurisdiction determine that this provision allows an unreasonably short period of time to commence a law suit, it is the intent of the parties that the court enforce this provision to the extent possible and declare the law suit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.

23. This Agreement is executed on behalf of the Oakridge Public Schools pursuant to the authority granted as contained in the resolution of the Board adopted on November 18, 2015, the same being incorporated herein by reference.


IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

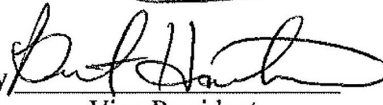
Date: 11/18/15

  
\_\_\_\_\_  
Thomas Livezey, Superintendent

OAKRIDGE PUBLIC SCHOOLS  
BOARD OF EDUCATION

Date: \_\_\_\_\_

By   
\_\_\_\_\_  
President

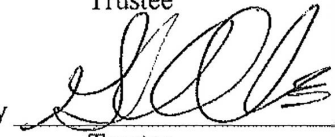
By   
\_\_\_\_\_  
Vice-President

By   
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Secretary

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Treasurer

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Trustee

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Trustee

**Exhibit A**

Superintendent shall be entitled to a transportation allowance of \$250.00 per month.

Superintendent shall receive three (3) days each contract year for personal business for which Superintendent shall receive compensation. Personal days may not be used to perform outside employment or work for which Superintendent received compensation from another employer. Any unused personal days may be sold back to the district.

Superintendent shall receive twelve (12) days each contract year for illness (sick days), cumulative to a limit of 150 days. This 150-day limit is intended to include days previously accrued by the Superintendent while employed in other positions with the District.

Upon retirement, all accrued benefits (vacation time, personal days, and sick time) will be paid out upon the following formula: 100% of the daily rate as defined by current contract language (Base Salary plus Longevity plus Annuity) divided by 260.

Upon retirement, accrued benefits will be paid no later than the first pay period after the effective retirement date.

Superintendent shall receive term life insurance in the amount 1.5 times his base salary.

Superintendent shall receive up to five days reasonable bereavement leave (one day being the day of the funeral) not to be deducted from sick leave.

Superintendent shall receive reimbursement for up to 3 credits per year toward university course school work. Additional amounts may be paid upon approval of the Board.

Other benefits as allowed by agreement of the Board of Education. Holidays shall include:

4 <sup>th</sup> of July	Day after Christmas
Labor Day	½ day New Year’s Eve
Thanksgiving Day	New Year’s Day
Day after Thanksgiving	½ day Good Friday
Day before Christmas	Memorial Day
Christmas Day	

When the holiday falls on Saturday, the Friday before will be the holiday and when it falls on a Sunday the holiday will be the Monday after.

The Superintendent shall maintain his/her principal residence within a twenty-five (25) mile radius of the geographic boundaries of the District unless otherwise approved by the Board.