# EMPLOYMENT CONTRACT RAVENNA PUBLIC SCHOOLS

This contract is made and entered into as of the 1<sup>st</sup> day of July, 2015 between the Board of Education of the Ravenna Public Schools, hereinafter referred to as the "Board of Education," and John VanLoon, as Superintendent, hereinafter referred to as "Administrator."

Whereas, the Administrator desires to be employed by the Board of Education in accordance with the terms and conditions of this contract;

Now, Therefore, in consideration of the mutual promises contained in this contract, it is agreed between the parties as follows:

- 1. <u>Term.</u> The Board agrees to employ **John VanLoon** as Superintendent of its schools for the term from **July 1, 2015 to and including June 30, 2017.** Future years of the contract between the parties shall be governed by the attached Long Term Management Plan and Salary and Benefits Projection ("Appendix B") which is incorporated herein by reference.
- 2. <u>Duties.</u> The Administrator represents that he meets all Michigan requirements and holds and will continue to hold all certificates necessary for employment by the Board of Education in this administrative position. The Administrator agrees to perform the duties of Superintendent in a competent and professional manner in compliance with the laws applicable to the school district and the policies and regulations adopted by the Board of Education. Such duties shall include but by no means be limited to attendance and participation in school functions as well as involvement in community activities and organizations.
- 3. <u>Evaluation.</u> The Board shall evaluate the Superintendent not later than November 15<sup>th</sup> of each year, using the criteria and an evaluation process mutually agreed to by the Board and the Superintendent.
- 4. <u>Renewal.</u> The Board of Education shall take official action, not later than December 31 of each year during the term of this contract, to determine whether this contract should be extended for an additional one-year period. The Superintendent shall be provided with written notification of any action taken by the Board.
- 5. <u>Tenure Exclusion.</u> This contract does not confer tenure upon the Administrator in the position of Superintendent or any other administrative position in the district.
- 6. Compensation. The Board of Education shall pay to the Administrator a base salary of One Hundred Twenty Four Thousand, Nine Hundred Ninety Seven Dollars (\$124,997.00), which consists of a base salary of \$112,997 plus \$10,000 to be put towards an annuity or any other IRA, and \$2000 in merit pay subject to the Superintendent's evaluation and performance, at the discretion of the Board for the school year 2015-2016 with adjustments annually as negotiated with the Board thereafter during the continuation of this contract. The salary shall be paid in 26 equal installments.

- 8. Expenses. The District shall pay or reimburse the Administrator for reasonable expenses approved by the District and incurred by the Superintendent in the continuing performance of his duties under this Employment Agreement. Such expenses shall include but not be limited to reimbursement for professional development with the approval of the Board not to exceed \$2000 per year, school related car mileage at a rate not to exceed that allowed by the Internal Revenue Service, as well as such membership fees and dues in professional or community organizations as are specifically approved by the Board.
- 9. The parties agree that in return for the Superintendent agreeing to comply with the Long Term Management Plan attached, the Superintendent shall not seek or entertain offers of employment from any public or private school district or organization during the life of this contract without the express written permission of the Board. Breach of this provision shall result in the Superintendent's termination and Superintendent shall be prohibited from taking a same or similar position in any school district or organization in Michigan for one year following a termination under this section. The parties agree that breach of this provision would cause irreparable harm to the District and the District may seek injunctive relief in a Court of competent jurisdiction to enforce this provision. Any termination pursuant to this provision disqualifies Superintendent from any further compensation under this contract including projected compensation under Appendix B, of this Agreement.
- 10. Should the financial position of the District seriously deteriorate during the term of this contract and / or the Long Term Management Plan, Superintendent agrees to meet with the Board to discuss whether the situation is serious enough to warrant a modification of the plan with regard to the Superintendent's pay and benefits.

### 11. Termination of Employment Contract.

- A. <u>Cause.</u> The Administrator may be discharged and this contract terminated at any time for cause.
- В. Disability of Administrator. In the event the Superintendent is unable to perform the duties of his position by virtue of physical or mental disability and the Superintendent has exhausted his sick leave, the District may terminate this contract by written notice to Superintendent at any time after the Superintendent has exhausted such accumulated sick leave and any other leave that may be available and has been absent from his employment for an additional period of 30 days. All obligations of the District shall cease upon termination. If a question exists concerning the capacity of the Superintendent to perform his duties as a result of mental or physical disability, or to return to his duties, the District may require the Superintendent to submit to an appropriate examination, to be performed by a doctor licensed to practice medicine or to perform appropriate psychological examinations. The examination shall be done at the expense of the District and the physician or other examiner shall limit his report to the issue of whether the Superintendent has a disability which prohibits his from performing his duties.

IN WITNESS WHEREOF, the parties have duly executed this Superintendent's Employment Contract as of the day and year written above.

BOARD OF EDUCATION

Dracident

Secretary

ADMINISTRATION

Superintendent Signature

#### APPENDIX A

#### FRINGE BENEFITS

- 1. <u>Dental Insurance Premium: Self-insured through Set Seg.</u>
- 2. <u>Hospitalization</u> Medical & RX Insurance Premiums- appropriate coverage provided by the District. The deduction will be paid by the District with a HSA. Medical benefit plan premium along with the HSA will be capped at \$5,900 for single subscriber, \$12,500 for 2 people and \$15,500 for full family.
- 3. <u>Life Insurance</u>: Two Hundred Fifty Thousand Dollars (\$250,000) Term Life Insurance under MESSA.
- 4. <u>Personal Leave</u>: Three (3) days per year, accumulative.
- 5. <u>Professional Dues</u>: Board payment of professional dues in State and National organizations.
- 6. <u>Vacation</u>: Fifteen (15) days of paid vacation per contract year, non-accrued.
- 7. <u>Sick Leave</u>: Twelve (12) days accrued sick leave effective upon commencement of employment and thereafter one (1) day per month with unlimited accumulation.
- 8. <u>Sick Leave Payment</u>: Upon termination of employment the Administrator will receive Fifty Dollars (\$50.00) per day for one-half (½) of accumulated sick days to maximum of fifty (50) paid days.
- 9. <u>Travel Allowance</u>: Automobile expense as set forth in paragraph (8) of the agreement.
- 10. Vision Insurance Premium: Self-insured through Set Seg
- 11. <u>Long Term Disability</u>: Coverage level not less than currently provided school administrators.
- 12. <u>Holidays and Additional Vacation Days:</u> The following holidays and days off shall be observed: Independence Day, July 3, July 5, Labor Day, Thanksgiving Day, day following Thanksgiving, day prior to Christmas if working day, Christmas Day, New Years Eve Day, New Years Day, Memorial Day, Birthday.

## APPENDIX B LONG TERM MANAGEMENT PLAN AND SALARY AND BENEFIT PROJECTIONS

The Board believes that for the District's sake of continuity and stability, to continue to retain the services of the present Superintendent. In order to effectuate this goal and having been given contractual assurances by the Superintendent to remain in the District at the Board's pleasure, the Board has projected salary and benefits of the Superintendent into the future. These projections can be changed, but only upon a showing of evidence of serious financial or systemic problems such as but not limited to: a) a dramatic decrease in enrollment, b) a substantial reduction in per pupil state aid, c) future, yet unknown legislation that seriously threatens the financial health of the District. Should any of these circumstances occur; the parties will meet and attempt to resolve how this plan can be modified in light of those circumstances.

All actions taken under this plan will be deemed to be in the best interest of the District and its students.

Taking all of the above into consideration the following projections are made for the following schools years for the Superintendent's compensation.

A) 2014/2015: all provisions of the current Superintendent contract would remain in effect except:

Salary- \$110,511 Annuity- \$7,500 Vacation- from 25 days to 15 days Merit- \$2,000\*

B) 2015/2016: all provisions of the current Superintendent contract would remain in effect except:

Salary- \$112,997 Annuity- \$10,000 Vacation- Remain at 15 days Merit- \$2,000\*

C) 2016/2017: all provisions of the current Superintendent contract would remain in effect except:

Salary- \$115,539 Annuity- \$12,500 Vacation- Remain at 15 days Merit- \$2,000\* D) 2017/2018: all provisions of the current Superintendent contract would remain in effect except:

Salary- \$118,139 Annuity- \$15,000 Vacation- Remain at 15 days Merit- \$2,000\*

E) 2018/2019: No increase in salary or annuity.

Salary- \$118,139 Annuity- \$15,000 Vacation- Remain at 15 days Merit- \$2,000\*

\*Merit payment subject to Superintendent's evaluation and performance and is at the discretion of the Board.

All other compensation and benefits not modified by these projections shall remain as outlined on Appendix A.

All salary projections are subject to state, federal and local taxes.