

# SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

This Contract of Employment entered into this 1<sup>st</sup> day of July, 2012, by and between the Board of Education of the South Lyon Community Schools, Oakland, Washtenaw, and Livingston Counties, Michigan (hereinafter termed the "Board") and William Pearson (hereinafter termed the "Superintendent").

## WITNESSETH:

1. **CONTRACT:** The Board agrees to employ the Superintendent as Superintendent of Schools for the school years 2012-13, 2013-14, 2014-15, 2015-16, and 2016-17 commencing July 1, 2012, and terminating June 30, 2017. However, the Board has the right to terminate this contract at any point during its term as set forth in Paragraph 13.

2. **CERTIFICATION:**

The Superintendent warrants, represents and affirms to the School District:

- A. That he is fully qualified to serve as Superintendent of Schools and agrees to maintain such qualifications in accordance with the laws of the State of Michigan and the rules and regulations of the Department of Education;
- B. That he is able to perform the duties for which he is hired, is possessed of the requisite skill and knowledge to enable him to do so, and that he will faithfully serve and be regardful of the interests of the School District.

3. **RESPONSIBILITIES:** The Superintendent agrees to serve for twelve (12) months each year and to faithfully, competently and professionally perform the duties of his position of Chief Executive Officer in accordance with the Superintendent's job description and subject to the policies and regulations of the Board of Education and other applicable laws,

regulations, duties and requirements imposed by the Department of Education, the State of Michigan and the United States.

4. **COMPENSATION:** The Board agrees to pay the Superintendent one hundred seventy three thousand, one hundred fifty dollars (\$173,150) for the period of July 1, 2012 through June 30, 2013. Said sum shall be paid in twenty-six (26) equal installments annually, with the first payment to be made on July 1, 2012, with subsequent payments to be made every two (2) weeks thereafter. In addition, the salary from 2013-14 through 2016-17 school years will be increased annually by 75% of the rate of increase that the South Lyon School District receives each year in its per pupil funding if it is above the 2008-09 funding level of \$7,370 per student. The Superintendent's daily rate shall be calculated at the annual salary divided by 209 days.

**ANNUITY:** The superintendent shall receive a tax-deferred annuity in an amount equal to 22 percent of his yearly salary to be paid in October. The annuity is part of his total salary compensation.

**The Superintendent, the Board and the District intend that all items of remuneration listed in this paragraph will be treated as "compensation" under the Michigan Public School Employees Retirement Act and will be included in the Superintendent's Final Average Compensation.**

5. **VACATION:** The Superintendent shall receive 40 days of paid vacation from July 1, 2012 to June 30, 2013 at times mutually agreed upon with the Board, exclusive of legal holidays. The superintendent must use a minimum of 20 of his allotted vacation days each year, and he shall be paid annually on a per diem basis for any of his unused vacation days that exceed the minimum. The superintendent shall not utilize vacation time or time obligated to South Lyon when working for another district at the end of his contract.
6. **SICK LEAVE:** The Superintendent will receive fourteen (14) paid sick leave days per year. As of June 30, 2005, the superintendent has accumulated one year's worth of unused sick leave days (219). Upon termination, resignation, or retirement of the superintendent's employment with the district, the superintendent shall be paid for his accumulated one year's worth of unused sick days at his current per diem rate equal to a year's salary.

7. **PERSONAL LEAVE DAYS:** The Superintendent will receive four (4) paid personal leave days per year. Personal leave days not used will accumulate as sick leave days.

8. **INSURANCE:** The Superintendent shall receive insurance coverage benefits comparable to those provided to teachers and administrators through policies and carriers selected by the Board. For the 2012-13 contract year these benefits shall be as follows:

A. Health, dental and vision insurance shall be available through the teacher MESSA Pak Plan or the Blue Cross/Blue Shield Part 4 Administrative Package.

B. In lieu of health, dental and/or vision insurance, the Board, upon the request of the Superintendent, shall provide a sum equal to the annual cost of the insurance(s) declined. If such election is made, the superintendent shall receive the dollar cost in July of each new school year.

C. LTD insurance shall be available through the teacher MESSA Pak Plan or the Blue Cross/Blue Shield Part 4 Administrative Package.

D. Term life insurance, with benefits in the amount of three times his annual salary, as defined in paragraph 4 above, shall include an accidental death and dismemberment provision. The superintendent will also be allowed to purchase additional life insurance through the district.

It shall be the Superintendent's responsibility to be properly enrolled in the insurance coverages and, if applicable, the tax-deferred annuity plan selected.

9. **PROFESSIONAL ORGANIZATIONS:** The superintendent may join appropriate local, state and national professional organizations as approved by the Board with dues paid by the Board.

10. **PROFESSIONAL IMPROVEMENT AND MEETINGS:** The Superintendent may attend appropriate professional meetings at the local

and state levels, including Michigan Association of School Boards, Michigan Association of School Administrators and county meetings, and shall be reimbursed for his expenses in connection therewith and for any other reasonable out-of-pocket expenses incurred on behalf of the Board. Attendance at national professional conferences requires prior approval by the Board president.

11. **PERFORMANCE EVALUATION:** The Superintendent shall annually, by March 1, notify the Board in writing to evaluate his performance. The evaluation process to be used will be reviewed by the Board with the Superintendent. By June 30 of each year, the Board will complete a written evaluation of the Superintendent's performance. In the event the Board does not take official action to extend the contract, the contract will continue in effect only for the remaining years to the specified termination date.
  
12. **NON-RENEWAL OF CONTRACT:** This contract will not be renewed after June 30, 2017.
  
13. **DISCHARGE:** The Superintendent shall be subject to discharge at any time during the term of this contract for just cause, but the Board shall not arbitrarily or capriciously discharge him. No discharge during the term of this contract shall be effective until written charges have been served upon the superintendent, and the superintendent shall have a fair opportunity to address the Board after ten (10) days notice in writing. At such hearing, he may have legal counsel at his own expense. However, the Board may choose to discharge the superintendent for no cause, and if so, such action shall require the payment to the superintendent of the remaining financial obligation within the terms of this five-year contract.
  
14. **INCAPACITY:** Should the Superintendent be unable to perform his duties in a competent manner by reason of accident, disability or other cause beyond his control for a reasonable period of time (not less than four months), the Board may, at its option, terminate this contract whereupon the respective duties, rights and obligations hereof shall terminate. This contract shall be automatically terminated in the event of the death of the Superintendent.
  
15. **MEDICAL EXAMINATION:** The Superintendent shall have a comprehensive medical examination each fall, by a qualified physician. A report from the physician confirming the medical condition of the Superintendent shall be filed with the Secretary of the Board of Education

and included in the Superintendent's personnel file. The Board shall treat the report as confidential information. The cost of the medical examination above any insurance coverage will be borne by the district.

16. **LIABILITY INSURANCE:** The Superintendent shall be included on the district's insurance policies for general liability coverage and Errors and Omissions insurance coverage during the period of his employment and after leaving employment with the district for three (3) years.
  
17. **RETIREMENT CAP:** This portion #17, (retirement cap) shall be modified throughout the life of this contract according to any changes afforded to the South Lyon Administrators Association.
  
18. **AUTOMOBILE:** The district will be reimbursing the superintendent for a monthly car payment and will pay all annual expenses.
  
19. **TENURE:** This contract shall not be deemed to grant the superintendent continuing tenure in the capacity of superintendent of schools or any other administrative position within the school district. It is further understood that the failure of the Board of Education to re-employ the superintendent at the conclusion of this contract, in any capacity other than a classroom teacher, shall not be deemed a breach of this contract or a discharge or demotion within the terms of the Michigan Teacher Tenure Act.

IN WITNESS WHEREOF, the parties hereto have affixed their signature this

30<sup>th</sup> day of March 2012.

**SOUTH LYON COMMUNITY SCHOOLS**

By William A. Pearson  
Superintendent

By Cindy Orendlech  
School Board President