

THE LAMPHERE SCHOOLS
SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

THIS CONTRACT, made and entered into in the County of Oakland, State of Michigan, to be effective the 17th day of March 2020, by and between The Lamphere Schools, a general powers school district (hereinafter the "School District") and Dale C. Steen (hereinafter the "Superintendent"). This Contract shall supersede and supplant all other and former contract(s) or other agreements between the parties pertaining to the employment of the Superintendent.

IT IS AGREED:

1. **Term.** The School District, hereby employs the Superintendent, and the Superintendent will be issued a four-year continuing contract, renewable annually in March. It is understood and agreed that Superintendent is employed in the capacity of Superintendent, within the meaning of the Michigan Revised School Code, and subject to the provisions of this Contract.

No later than March 31 each year, the Board of Education (hereinafter the "Board") shall advise the Superintendent as to whether it will extend this Contract, or any successor thereto beyond the then-existing expiration date of the Contract. The Superintendent shall advise the Board, in writing, no later than February 1 of each succeeding year, of the Board's obligation herein set forth.

2. **Duties.** The Superintendent agrees to serve the School District and perform the duties of a Superintendent as directed by the Board, and as set forth within any applicable policies of the School District, and as required by the laws of the State of Michigan. Among the Superintendent's duties, the Superintendent shall prepare the agenda for each Board meeting in consultation with the President of the Board or delegate, and forward same to each member of the Board, along with his/her recommendations and supporting documentation on each agenda item, sufficiently in advance of the meeting so that each member can assimilate such information prior to the meeting. The Superintendent further agrees to obey and fulfill the policies, rules and regulations as established from time to time by the Board and to carry out the School District's programs and policies during the entire term of this Contract.

3. **Compensation.**

a. **Salary.** During the period of this Contract, the School District agrees to pay the Superintendent the following salary:

1. The salary for the 2020-2021 school year (July 1, 2020 through June 30, 2021), and each school year thereafter shall be as determined by the Board, but in no event shall the annual salary be less than that pertaining to the salary for the prior school year of One Hundred Fifty-Eight Thousand Eight Hundred Two Dollars (\$158,802.00). Subsequent years of the Superintendent's Contract will reflect a 3% increase annually if rated effective or higher. This increase may not be implemented if decreased student enrollment and/or other economic factors negatively impact wages for bargaining groups in the district.

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2. The salary to be paid the Superintendent, should he work less than a full school year, shall be that pro rata portion of the full school year that the Superintendent actually renders service.
 3. The Superintendent's base salary may be adjusted to increase or decrease pursuant to changes in administrative duties or by specific action of the Board of Education.
 4. The Superintendent's base salary may be increased by up to 2% if the Board determines, in its discretion, the District has surplus funds permitting such additional compensation.
- b. ***Merit Pay.***
1. Each year of this Contract, the Superintendent shall be eligible to receive merit pay, in addition to salary, for extraordinary achievement. This additional compensation is not in the form of a bonus, but is additional compensation based on performance and/or assumption of responsibilities that are not within the specific Superintendent job description or normal area of accountability.
 2. The Board, in its sole discretion and through the performance evaluation process, shall annually determine whether, and to what extent, the Superintendent will be provided merit pay.
 3. Merit pay shall be considered "compensation" earned within the meaning of MCL 38.1303a.
- c. ***Tax Sheltered Annuity/Contribution.*** The School District shall make an annual contribution of Fifteen Thousand Dollars (\$15,000.00) on behalf of the Superintendent to a tax sheltered annuity ("TSA") plan of his choosing from the School District's approved list of TSA providers. The School District's annual contribution shall be made on or before June 30 of each school year. If Superintendent's employment terminates prior to the end of a school year, the School District's annual contribution shall be pro-rated for that school year.

The Superintendent agrees to devote the time, skill, labor and attention to this employment, and to perform faithfully the duties of Superintendent for this School District, as directed by the Board or as otherwise required by law or the dictates of prudent judgment as an educator and administrator. The above annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of other administrative personnel employed by the School District. Merit pay, if earned, shall be paid in one (1) lump sum, not

later than June 30. The School District shall be authorized to make such payroll deductions as shall be required by law or authorized by the Superintendent. The School District shall also make all employer contributions required by law to be made to the Michigan Public School Employees Retirement System regarding and on behalf of the Superintendent.

4. **Work Year.** The Superintendent shall perform the duties over the full fifty-two (52) weeks of the school year (July 1 to June 30), less applicable vacation, leave, and holidays. The Superintendent shall be expected to attend meetings of the Board and its committees, and to attend and participate in School District functions and, on occasion, other civic activities having relation to the School District's interests within the Madison Heights community. The time expended in attending such meetings and activities has been taken into account in setting the Superintendent's compensation and thus no additional compensation shall be forthcoming for such attendance.

5. **Tenure.** It is expressly agreed that the Superintendent shall not be deemed to be granted or to otherwise acquire continuing tenure in the capacity as Superintendent or in any administrative/non classroom teaching capacity by virtue of this Contract of employment or any other circumstances.

6. **Performance Evaluation.** The Board shall evaluate the performance of the Superintendent no later than March 31 of each year of this Contract. Performance evaluation shall include, but be not necessarily limited to, a consideration of the Superintendent's progress/achievement regarding School District and personal goals and shall be in full compliance with all relevant provisions of the Revised School Code.

7. **Certification and Continuing Education.** The Superintendent shall fulfill all applicable certification and continuing education requirements promulgated by the State Board of Education and the Department of Education pursuant to, and otherwise required within the Revised School Code and any other statute or regulation.

8. **Conflict of Interest.** The Superintendent will faithfully serve the School District and be regardful of its interest during the term of this Contract. The Superintendent will not directly or indirectly acquire or otherwise possess any interest adverse to that of the School District. In the event that a question arises as to whether a given interest is in conflict with the interests of the School District, the Superintendent shall make prompt and full disclosure of same to the Board for its review and disposition, which disposition shall be controlling and complied with by the Superintendent.

9. **Other Work.** Subject to express prior approval of the Board, the Superintendent may undertake speaking engagements, writing, lecturing or other professional duties and obligations when such activities do not in any manner impinge upon the time and effort required to be exerted by the Superintendent in the discharge of the Superintendent's responsibilities under this Superintendent's Contract. Any such activity shall be discussed by the Superintendent and the Board or its designee. Such discussion should take place, if possible, no later than thirty (30) days prior to the proposed start of such work.

10. **Professional Expenses.** The Superintendent is encouraged to attend and participate in appropriate professional activities and conferences at the local, state and national levels. Within budget restraints, and as approved by the Board, the Superintendent shall be reimbursed, consistent with Board policy, for the reasonable costs of long-distance travel (beyond 100 mile radius of Board offices), and lodging in connection with such attendance and participation. The Superintendent shall also be reimbursed for reasonable and necessary costs incurred in attending local professional activities and conferences. The Superintendent shall provide to the School District an itemized account and substantiation of the above reimbursed expenses in accordance with Board policy for federal and state income tax reporting purposes.

11. **Tuition Reimbursement.** The School District shall reimburse the Superintendent for tuition charges associated with the Superintendent obtaining post-graduate academic credits/hours required for the School District to maintain the full accreditation of the North Central Association. However, the Superintendent shall return to the School District any such tuition reimbursement(s) received less than three (3) years prior to cessation of active employment with the School District.

12. **Membership Dues.** Subject to budget constraints and the Board's approval, the School District shall pay the cost of the Superintendent's membership in educational, professional and local civic organizations. The Superintendent shall annually submit a list of all such organizations to the Board.

13. **Transportation.** The School District shall reimburse the Superintendent the cost for the gas, and mechanical maintenance of the Superintendent's purchased or leased vehicle. Whenever possible, all mechanical maintenance shall be performed at the School District's service facility.

14. **Vacation.** The Superintendent shall receive twenty-five (25) work days of vacation per school year, exclusive of holidays, which shall accrue on July 1 of each year. Accrual of said vacation allowance from school year to school year up to a maximum of forty (40) days is allowable. Such days shall be taken at the Superintendent's discretion but upon prior notice of scheduling same to the President of the Board.

15. **Health, Life, Dental, Optical Insurance and Fringe Benefits.** The School District shall provide the Superintendent the Health, Life, Dental and Optical insurance and fringe benefits specified within the personnel handbook. The Superintendent acknowledges that insurance provisions may be modified or changed, from time to time, by resolution of the Board and that, in so doing, will correspondingly alter the insurance benefits under this paragraph. It is, moreover, acknowledged by the Superintendent that such potential modifications or changes may reduce the level of insurance benefits which are presently afforded.

16. **Leave.** The Superintendent shall be provided such fully compensated leave days for sickness/accident of a nondisabling or temporary nature, personal business and bereavement as are necessary both in relation to the precipitating circumstance and in consideration of the School District's need for the maximum service from the Superintendent. Accordingly, there shall be no accumulation of days for such purpose from year to year. The Superintendent shall

report to the President of the Board, in writing, absences taken pursuant to this paragraph, contemporaneous with the utilization of the leave days.

17. ***Mid-Term Termination of Contract.*** In addition to any other rights the School District may have by law or under this Contract, this Contract may be terminated at any time during its term by the School District for good cause including, but not limited to, acts of unprofessional conduct, moral turpitude, misconduct, or if the Superintendent violates any of the terms or covenants of this Contract. In such event, the Superintendent shall be advised, in advance, of the grounds for proposed termination of this Contract and provided an opportunity for a meeting with the Board, or its designee, in regard to the prospect of such termination. If the concern pertains to an issue that may be cured within thirty (30) days, the Superintendent will be afforded an opportunity to do so. In the event the Superintendent elects to contest the Board's disposition in regard to such termination, the Superintendent shall have the right, to the exclusion of any other rights or remedies otherwise available to the Superintendent at common law or by statute, to request arbitration per Paragraph 19 of this Contract.

18. ***Non-Renewal of Contract.*** In the event the Board decides not to renew this Contract, the Superintendent shall be provided such notice and process as is required by the Revised School Code. The Superintendent acknowledges that he has no expectation of employment by the School District beyond the expiration date established in this Contract or any successor thereto. The decision whether to renew or not to renew the contractual relationship is solely that of the Board.

19. ***Arbitration.*** Any claim of violation of this Contract or any claim arising from or relating to the Superintendent's employment, or termination thereof, including but not limited to, any claim arising under State or Federal civil rights statutes, other statutes, State or Federal constitutions or common law, must be brought and exclusively adjudicated within the arbitration forum and pursuant to the American Arbitration Association National Rules for the Resolution of Employment Disputes (or if superseded by the rules then applicable). The parties acknowledge that this agreement to submit claims to arbitration is authorized by the Michigan Arbitration Act, MCL 600.5001 et seq. and constitutes a clear and knowing waiver of the right to adjudicate employment related claims, including discrimination claims, in a court of law. The courts of the State of Michigan shall have jurisdiction to enforce this arbitration agreement and to render judgment on an award entered pursuant thereto.

20. ***Indemnification.*** The School District agrees to defend, indemnify and hold the Superintendent harmless from and against all claims, suits, judgment, liabilities, costs and expenses arising from actions taken or decisions made in good faith within the scope of his employment while he is/was Superintendent, to the extent permitted by law. The School District may purchase liability insurance to satisfy all, or any portion of, this indemnification. The Superintendent shall give the Board prompt notice of any possible claim or action against him/her. The Board shall have the right to appoint the attorney to conduct the defense of any such claim or action. The Superintendent agrees to fully cooperate in the defense of any claim or action and his failure to do so shall nullify this indemnification clause. This clause shall survive the expiration of this Contract. This paragraph shall not apply where the Superintendent is

charged with a crime or is an adverse party to the School District in a lawsuit or quasi-judicial proceeding involving the Superintendent's termination or any other provision of this Contract.

21. ***Totality of Terms.*** The foregoing Contract constitutes the complete understanding, duties, rights, and agreements of the parties relative to employment of the Superintendent. The Superintendent acknowledges that no other promises or agreements, written or oral, relative to his employment and/or continuation of employment exist. The Superintendent acknowledges and agrees that his expectations in relation to possible renewal or non-renewal of this Contract, and all other aspects of the employment relationship, are exclusively controlled and determined by the provisions of this Contract and that no person or entity other than the Board, acting through a majority vote and resolution, has any authority whatsoever to add to, expand upon, restrict or in any manner modify said expectations and provisions.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date and year above written.

Terrie Junkin
President, Board of Education

Dated: March 17, 2020

Dale C. Steen
Superintendent

Dated: March 17, 2020

Ryan McCann
Secretary, Board of Education

Dated: March 17, 2020