

LAWRENCE PUBLIC SCHOOLS
Lawrence, Michigan

ADMINISTRATIVE CONTRACT

This contract of employment is entered by and between the BOARD OF EDUCATION OF LAWRENCE PUBLIC SCHOOLS, Van Buren County, State of Michigan (hereinafter referred to as the "BOARD"), and John Overley (hereinafter referred to as the "ADMINISTRATOR").

1. **The Board agrees to employ the Administrator in an administrative capacity as Superintendent of Schools for the term of July 1, 2012 to June 30, 2013. The Administrator agrees to serve the School District in that position, or in any position to which he may be assigned, and to faithfully perform the duties of his position to the satisfaction of the Board and in accord with the rules, regulations, policies, and educational programs of the Board and the laws and regulations of the State of Michigan.**

2. **The Board shall evaluate the Superintendent annually not later than March 1. The Board shall also, not later than March 30 of each year during the term of this Contract, consider the extension of this Contract for an additional one-year period. If the Board so determines to extend the contract, it shall adopt a specific resolution to offer such and an appropriate new contract of employment shall be issued to the Administrator.**

This contract may be non-renewed at the discretion of the Board in accordance with applicable provisions of the Michigan School Code as in effect at the time of such non-renewal. Failure to notify the Administrator in writing at least (90) days before the termination of this Contract of the Board's intent not to renew the contract will automatically result in a one (1) year extension of the contract.

3. **The Administrator represents that he holds all certificates and other qualifications required by law and by the District for his administrative assignment, and understands that it is his responsibility to maintain all such required certificates during the life of this Contract or it shall become null and void and all obligations hereunder shall cease.**

4. **The Board agrees to pay the Administrator the minimum annual salary of ninety two thousand eight hundred dollars (\$92,800) **, for the performance of his duties under this Contract. Said salary shall be payable in 26 equal installments commencing on July 8, 2011 with subsequent payments to be made every other Friday. ***Administrator will be receiving an additional \$9,000 which will be added to the base salary each year and may be taken as salary or annuity. The Board hereby retains the right to adjust the salary of the Administrator during the term of this contract and that any such salary adjustment shall not reduce the annual salary below the minimum annual salary prescribed herein above. Any adjustments in salary made during the term of this contract shall be in the form of a written amendment and, when executed by the Administrator and the Board, shall become a part of this contract. The Board shall be authorized to make such payroll deductions as shall be required by law or authorized in writing by the Administrator in accord with Board Policy.**

5. **The Administrator agrees that he shall not be deemed to be granted continuing tenure in the position of Superintendent of Schools or in any capacity other than that of a classroom teacher (if the probationary period for tenure as a teacher is fulfilled by virtue of this Contract or any employment assignment within the District. Nor shall the failure of the District to continue to re-employ such employee in any capacity, other than as a classroom teacher, be deemed a breach of this Agreement or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.**

6. **The District shall be entitled to terminate the Administrator’s employment in the event of the Administrator’s inability to perform his duties for a period of ninety (90) school days after use of accrued sick leave due to mental or physical disability. The District shall also be entitled to terminate the Administrator’s employment at any time during the term of this contract for good and just cause, but the Board shall not arbitrarily and capriciously dismiss him. No discharge shall be effective until written charges have been served upon him and he shall have an opportunity for a fair hearing before the Board after ten (10) business days notice in writing. In the event of termination of Non-renewal at the conclusion of this Contract shall be governed by applicable provisions of the School Code of 1976 or successor provision.**

The Board of Education may require that the Administrator have a comprehensive medical examination as may be deemed necessary by the Board. If such examination is required, a physician’s statement shall be filed with the Secretary of the Board certifying to the physical fitness and physical capability and/or mental competency of the Administrator to perform his duties. This statement shall be treated as confidential information by the Board, the cost of said medical and/or psychological reports to be borne by the School District.

7. **The Administrator will be granted fifteen (15) vacation days per year.**
8. **The Board will pay the state allowed \$15,000 towards the Administrator’s family emergency, health care premium. The Board will pay the full premium for vision and dental insurance. The administrator will be given the sick leave absence benefits, as granted the teachers under the collective bargaining agreement with the Van Buren County Education Association.**
9. **The Board will purchase, for the Administrator, a life insurance policy equal to the minimum annual salary prescribed herein.**
10. **The Administrator will be granted the scheduled vacation days as granted to the teachers under the collective bargaining agreement with the Van Buren County Education Association.**
11. **Upon retirement, if an employee qualifies under the local Collective Bargaining Agreement for a sick day payout, the amounts as prescribed under the Agreement shall be contributed to the employees 403 (b) as a non-elective employer contribution. Vacation day payout will be at the employees daily rate and will also be contributed to 403 (b) plan. These non-elective employer paid contribution payments to the employees 403(b) plan by the District will constitute tax-deferred payments under Section 403 (b) of the Internal Revenue Code. Such payments will not exceed the applicable under the Section 415 (c) of the Internal Revenue Code. Should a payment exceed the limit, the balance will be paid in the following year as a non-elective employer paid contribution to the employees 403 (b) program. No cash option of excesses will be allowed.**

Board of Education President

Date

Administrator

Date

