Willow Run Community Schools Ypsilanti, Michigan

SUPERINTENDENT CONTRACT OF EMPLOYMENT

It is hereby agreed by and between the Board of Education of the Willow Run Community Schools District (hereinafter "Board") and Laura M. Lisiscki (hereinafter Superintendent") that pursuant to Section 1229(1) of the Revised School Code. The Board hereby employs Laura M. Lisiscki commencing on July 1, 2011 and ending on June 30, 2014, according to the terms and conditions as described and set forth as follows:

- 1. The Superintendent agrees to devote her talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. The Superintendent agrees to faithfully perform those duties assigned by the Board and 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.
- 2. The Superintendent represents that she possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Department of Education and those required by the Board to serve in the position assigned. Additionally, the Superintendent agrees, as a condition of her continued employment, to meet all continuing education requirements for the position assigned, as may be required by law and/or by the State Board of Education. If at any time the Superintendent fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this Contract may be terminated and the Board shall have no further obligation hereunder.

3. Compensation:

Effective the date this contract is approved by the Board and the Superintendent, the Superintendent's base salary for the 2011-2012 fiscal year (July 1 – June 30) shall be \$120,000. The Superintendent's base salary will be negotiated annually for the duration of this contract. The Superintendent shall be paid at an annual salary rate of not less than One Hundred Twenty Thousand Dollars (\$120,000) in consideration of her performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board. Upon separation of the Superintendent during any fiscal/contract year, her annual salary shall be adjusted to reflect payment for the number of work weeks during which services were actually and physically rendered during the contract year.

4. The Superintendent is employed on the basis of fifty-two (52) weeks of work per contract/fiscal year (July 1 – June 30) as scheduled by the Board. The Superintendent shall receive twenty-five (25) vacation days per fiscal year.

The Superintendent shall be allowed to carry over ten (10) unused vacation days per fiscal year to the following year which must be used in that year. The Superintendent shall be compensated per diem rate for the maximum of (10) unused vacation days when the contract termination is reached.

The Superintendent shall be entitled to 10 days annually at a time mutually agreeable to both parties. It shall not be cumulative for more than 20 days except if she retires the accumulation shall be 30 days. Also, the Superintendent shall receive scheduled non-student days off during Christmas and Spring Break.

- 5. The Board shall evaluate the Superintendent's performance annually, no later than March 31st of each year. The Board in collaboration with the Superintendent shall develop the Superintendents performance goals for the term of this contract; with said goals, upon being approved by the Board, becoming part of this contract. Evaluations of the Superintendent's progress toward achieving her goals shall be done no later than March 31st of each year. The Board shall provide the Superintendent with periodic opportunities to discuss Superintendent-Board relationships and shall discuss with her, at least semi-annually, progress toward district goals and objectives.
- 6. The Board shall be entitled to terminate the Superintendent's employment at any time during the term of this Contract for acts of moral turpitude, misconduct, fraud or if the Superintendent materially breaches the terms and conditions of the Agreement.

The foregoing standards for termination of this contract during its terms shall not be applicable to non-renewal of this contract at the expiration of its term, which decision is discretionary with the Board of Education.

In the event that the Board undertakes to dismiss the Superintendent during the term of this Contract, she 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.

7. The 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, the Superintendent shall authorize the release of medical information necessary to determine if the Superintendent is capable of performing the essential job functions required by her assignment with or without reasonable job accommodations(s). Any physical or mental examination or disclosure of such information required of the Superintendent by the Board shall be job related and

- consistent with business necessity. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.
- 8. The Board shall provide the Superintendent with periodic opportunities to discuss Superintendent-Board relationships and shall discuss with her at least semi-annually, progress toward district goals and objectives as perceived by the Board.
- 9. The Superintendent shall be entitled to fifteen (15) sick days annually, three (3) of which may be used for personal business. In addition, the Superintendent shall be entitled to all paid holidays in accordance with the contract of other Administrators in the District. The Superintendent shall be paid upon her request for unused accumulated sick days at the rate of 50% per diem for unused sick days.
- 10. The Superintendent shall attend appropriate professional meetings at the local, state and national level; the expenses of said attendance to be incurred by the District. Prior approval by the Board for national meetings/conferences is required. The Superintendent is required to file an itemized expense statement with the President of the Board for national meetings/conferences. The Board expects the Superintendent to continue her professional development and expects her to participate in relevant learning experiences.
- 11. The Superintendent shall receive the following benefits:
 - a. Health, dental, and vision insurance or \$100 option plan and long term disability in accordance with the contract of other Administrators in the district.
 - b. Total reimbursement of tuition for six (6) semester hours annually.
 - c. The District shall pay association dues for the Superintendent in an amount not to Exceed \$1,000 per year unless approved by the Board President.
 - d. Life insurance coverage of \$200,000.
 - e. \$300.00 monthly in lieu of mileage within the county.
 - f. \$100.00 monthly for use of personal phone.
 - g. The Board will annually contribute 7% of the Superintendent's base salary to the Board approved 403(b) provider.
- 12. The school district agrees to cover the Superintendent under the district's school liability policy as provided to other employees of the Willow Run Community Schools District.
- 13. The Superintendent shall fulfill all aspects of this contract, any exception thereto being by mutual written consent of the Board and the Superintendent. Failure to fulfill the obligations agreed to in this contract will be viewed as good and just cause for discharge as noted above.
- 14. The Superintendent shall be subject to discharge for good and just cause only, and the Board shall not arbitrarily and capriciously dismiss her. No discharge shall be effective until written charges have been served upon her and she shall have an opportunity for a fair hearing before the Board after 10 days notice in writing. Said hearing shall be public

or private at the option of the Superintendent. At such hearing, she may have legal counsel at her own expense.

- 15. The Superintendent shall not acquire or have tenure in the position of Superintendent of Schools or any non-classroom position.
- 16. This Contract contains the entire agreement and understanding by and between the Board and the Superintendent with respect to the employment of the Superintendent and no representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect. All prior agreements pertaining to, connected with, or arising in any manner out of the employment of the Superintendent by the Board, are hereby terminated and shall hereafter be of no force or effect whatsoever.

No change or modification of this contract, at any time, shall be made without Board approval. No waiver of any provision of this contract at any time is presumed.

17. 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). If any term of this Contract is determined not to be legally enforceable as written, the provision will be enforced to the extent allowed by law.

This Agreement is executed on behalf of the Willow Run Community Schools District pursuant to the authority granted as contained in the resolution of the Board adopted on June 30, 2011, 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.

ADMINISTRATOR

Date: 06/30/20//

BOARD OF EDUCATION

President

Date:

Secretar

Date: