

GROSSE ILE TOWNSHIP SCHOOLS
SUPERINTENDENT'S CONTRACT OF EMPLOYMENT
2016-2019

THIS CONTRACT, made and entered into in the Township of Grosse Ile, Michigan, this 28th day of June, 2016, by and between the Grosse Ile Township Schools, a Michigan Public School District (hereinafter the "School District") and Joanne Lelekatch (hereinafter the "Superintendent").

IT IS AGREED:

1. Employment Term:

The School District hereby employs the Superintendent, and the Superintendent agrees to work for the School District for a term commencing on July 1, 2016 and ending on June 30, 2019, subject to all covenants and conditions of this Contract. It is understood and agreed that the Superintendent is employed in the capacity of Superintendent, as defined in the Michigan School Code. The Board of Education shall review this Contract with the Superintendent annually relative to a possible extension of same.

In the event the Superintendent shall resign from the position of Superintendent of Grosse Ile Township Schools, she shall provide not less than 60 calendar day's written notice to the Board.

2. Duties:

The Superintendent agrees to serve the School District and perform the duties in her capacity as Superintendent as directed by the Board of Education for the School District and as required by the laws of the State of Michigan. The Superintendent further agrees to obey and fulfill the policies, rules and regulations as established from time to time by the Board of Education of the School District and to carry out its programs and policies during the entire term of this Contract. The Superintendent is allowed to organize, reorganize and arrange the administrative and supervisory staff, including the instruction and business affairs, which in her judgment best serves the School District, and within the parameters of and consistent with all contractual and other obligations the School District may owe to staff, and with the Board's approval. The Superintendent agrees to devote her time, skill, labor and attention to this employment, and to perform faithfully the duties of Superintendent, as directed by the Board of Education or as otherwise required by law or the dictates of prudent judgment as an educator and the chief administrative officer of the School District. The Superintendent shall make recommendations to the Board of Education as to the selection, placement and transfer of personnel. The Board of Education members, individually and collectively, shall promptly refer significant criticisms, complaints, and suggestions called to their attention, to the Superintendent for study and recommendation.

3. Salary:

The Superintendent's annual salary shall be One Hundred Thirty Thousand (\$130,000) Dollars. The above annual salary shall be paid in accordance with the policy of the Board of Education governing payment of other certified administrative personnel employed by the School District.

4. Work Year:

The Superintendent shall perform her duties over the full 52 weeks of the School District's fiscal year, less applicable vacation, leave, and holidays. When not out of town on business or approved leave, the Superintendent shall be expected to attend meetings of the Board of Education, and of its committees when requested, and to attend and participate in a reasonable amount of School District functions or other civic activities having relation to the School District's interests within the Grosse Ile community. If the Superintendent's attendance at such function and activities does not meet desired levels, the Superintendent shall be notified in writing by the Board of Education to allow her to take corrective action. The time expended in attending such meetings and activities has been taken into account in setting the aforesaid compensation and thus no additional compensation shall be forthcoming for such attendance.

5. Tenure Exclusions:

It is expressly agreed that the Superintendent shall not be deemed to be granted continuing tenure in her capacity as Superintendent or in any administrative capacity or in any capacity other than that of a classroom teacher by virtue of this Contract of Employment.

6. Evaluation:

During the term of this Contract, the Board of Education shall provide an informal mid-term performance review and an annual performance evaluation to be concluded no later than July 1st of each year. The results of such evaluation may be considered by the Board of Education in connection with adjustments in the Superintendent's compensation and benefits as well as in connection with possible revisions to the term of this Contract. The results of the evaluation shall be reduced to writing and be provided to the Superintendent by the Board of Education no later than July 1st of each year.

7. Goals and Objectives:

Within 30 days after the commencement of each subsequent contract year, the parties shall meet to establish District goals and objectives for the ensuing school year. Said goals and objectives shall be reduced to writing and be among the criteria by which the Superintendent is evaluated.

8. Certificate:

The Superintendent shall possess and maintain, throughout the life of this Contract, the educational qualifications required by Section 1246 of the School Code of 1976 (Act No. 451, P.A. 1976) or any successor thereto, and by the administrative regulations of the State of Michigan.

9. Conflict of Interest:

The Superintendent will faithfully serve the School District and be regardful of its interests during the term of this Contract, and thereafter to the extent required by this Contract, by law or by policy. 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 full disclosure of same to the Board of Education for its review and disposition, which disposition shall be controlling and complied with by the Superintendent.

10. Other Work:

The Superintendent shall devote her time, skill, labor, and attention exclusively to the direction and supervision of the District, and shall not, during the term of her employment under the Contract, be engaged in any other business activity without the written approval of the Board of Education, which written approval shall not be unreasonably withheld. The Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional activities that do not adversely impact upon her ability to discharge her responsibilities under this Contract. Any paid professional activity, or participation in outside activities by the Superintendent where the time requirement is anticipated to be substantial (e.g., conferences requiring the Superintendent's absence from the School District for two or more days) requires prior written approval from the Board.

11. Expenses:

The Superintendent is encouraged to attend and participate in conferences and meetings at the local, state and national levels which are conducted or sponsored by recognized outside organizations for professional development purposes or to share information which may be common to the interests of public school districts generally. Local conferences or meetings shall refer to those events occurring in Wayne County, or any of the adjoining counties, or events outside of Wayne County, or any of the adjoining counties, which are of a duration of 1 day or less. State and national conferences or meetings shall refer to events occurring outside of Wayne County, or any of the adjoining counties, of more than 1 day's duration. For local meetings, the Superintendent may be reimbursed for business-related mileage costs at the current applicable School District rate for business travel. Relative to state or national meetings, the Superintendent shall be entitled to be reimbursed for the reasonable costs of travel, lodging and meals associated with attendance at such conferences or meetings when authorized, as provided below.

The Superintendent may draw an advance for amounts that she reasonably anticipates expending for authorized travel, lodging and meals, subject to her making a prompt accounting for such funds and reimbursement, if appropriate, promptly upon her return.

The Superintendent may, with prior Board approval, attend the annual conferences for the following state and national associations with expenses paid by the District: Michigan Association of School Administrators (MASA), American Association of School Administrators (AASA), and Michigan Association of School Boards (MASB), as well as other professional conferences the Board deems appropriate. Regarding the latter, the Superintendent shall provide the Board of Education with thirty (30) day written notice of her intent to attend, with the approval of the Board President and one other officer of the Board of Education, the Superintendent may attend conferences or meetings without compliance with the aforementioned notice provision where compliance would not be feasible or practical due to time constraints.

The School District shall reimburse the Superintendent a portion of her cell phone bill, not to exceed One Hundred (\$100) Dollars monthly, to the extent attributable to School District business.

12. Membership Dues:

The School District shall pay the membership dues of the Superintendent for the AASA, MASA, the MASA Region in which the School District is located and one civic organization of the Superintendent's choice for the area in which the School District is located. In addition, subject to the Board of Education's prior approval, the School District shall pay the cost of the Superintendent's membership in other educational, professional and local civic organizations.

13. Medical Examination:

During the Contract and upon request of the School District, the Superintendent shall undergo one medical/physical examination each year, the cost of which shall be paid by the District. A copy of the report from the examination, or a certification of fitness of the Superintendent to perform her job duties, shall be provided to the Board President as soon as it is available following the examination. The result of the annual examination shall be maintained in confidence to the fullest extent permissible by law. This provision for one medical/physical examination each year does not abrogate or otherwise affect the District's right to request medical confirmation of sickness or accident.

14. Board Meetings:

Among her other duties, the Superintendent shall prepare the agendas for each Board of Education meeting in consultation with the President of the Board or his/her delegate, and forward same to each member of the Board, along with his/her recommendations and any supporting documentation on each agenda item, sufficiently in advance of the meeting so that each member can assimilate such information prior to the meeting at which such agenda items will be considered.

15. Disability:

Should the Superintendent be unable to perform the duties and obligations of this Contract, by reason of illness, accident or other causes and such disability exists for a period of more than 60 calendar days, the Board of Education, at its option, may terminate this Contract, whereupon the respective rights, duties and obligations of the parties, other than that pertaining to short and long-term disability benefits, shall thereby terminate. The existence or non-existence of a disability shall be determined by a physician agreed upon in good faith by the Superintendent (or her representatives) and the School District. The Board of Education may consider a request from the Superintendent to extend the foregoing. Likewise, if it is immediately determinable that such disability is permanent, irreparable, or of such nature as to make the continued performance of the Superintendent's duties improbable, the Board, at its option, may forthwith terminate this Contract, whereupon the respective rights, duties and obligations of the parties, other than that pertaining to short and long-term disability benefits, shall thereby terminate. Such determination shall be contingent upon the concurrence of the Superintendent's treating physician and an examining physician appointed by the Board of Education on the question of the permanence of the disability. In the event the disability continues for a period of more than 60 days, the Board may thereupon terminate the Contract as above provided. This provision shall not in any way derogate from any short or long-term disability benefits or short-term salary continuation benefits that apply by operation of other provisions of this Contract.

16. Vacation:

During the first year of this Agreement, the Superintendent shall be entitled to utilize 25 days of vacation per year, exclusive of legal holidays, and thereafter the Superintendent shall be entitled to utilize 30 days of vacation per year, exclusive of legal holidays. Should the Superintendent render less than a full year of service, said yearly allotment shall be reduced upon a pro rata basis and the Superintendent shall be required to reimburse the School District for any day(s) utilized in excess of said pro rata allotment. This vacation period shall be non-cumulative from year to year (July 1 to June 30) and, thus, any and all days remaining unutilized on June 30 of each year shall lapse, except that the Superintendent may carry over or accumulate up to 10 days to be used in the next fiscal year. Such days shall be taken at the Superintendent's discretion and reported in the same manner as other employees. Prior notice of scheduling vacation time over 5 consecutive days shall be provided to the President of the Board of Education.

In the event that the Superintendent does not use all days of vacation, the School District shall pay the Superintendent the amount of unused vacation days during any year based on her per diem salary, not to exceed five (5) days per year.

17. Insurance Benefits:

The School District shall provide the Superintendent the following insurance benefits:

- Disability Insurance – The Board shall provide without cost to the Superintendent comprehensive Sick and Accident Insurance on a Long Term Disability policy assuring payment to the Superintendent in the event of illness. Monthly benefits will commence after the 61st day of disability and benefits will be payable to age 65 at 66-2/3% of Superintendent’s salary according to the insurance policy in effect. If the Superintendent has days of accumulated sick leave beyond the 61st day of disability, she shall be guaranteed full take home pay for the number of days. she shall receive from the Board the difference between the allowance under the insurance and her regular salary (after taxes) to the extent and until such time as she shall have used up any leave time provided.
- The Board will provide the Superintendent medical, vision, and dental insurance benefits consistent with that provided by the School District to other full-time professional administrative staff on the same basis as that available to those staff members in accordance with Board policy and subject to the following limitation: such insurance benefits are subject to change at any time on the same basis as changed for full-time professional administrative staff.
- The Superintendent will contribute 20% of the illustrative health care rate as required by 2011 PA 152. This amount will be an automatic deduction from her pay checks.
- The Board agrees to provide the Superintendent with life insurance and Accidental Death and Dismemberment protection in the amount of three times the base salary, up to a maximum of \$300,000.
- If the Superintendent is absent because of an injury or disease compensable under the Michigan Worker’s Compensation Law she shall receive from the Board the difference between the allowance under the Worker’s Compensation Law and her regular salary for the first 60 days. Beginning with the 61st day, the Superintendent will be compensated according to the terms of the Long Term Disability Insurance policy.
- If the Superintendent does not elect to receive health insurance coverage, she shall receive the op-out amount each year available to other full-time administrative staff, payable monthly over 12 months, beginning in September of each year. Under this arrangement, the Superintendent shall continue to receive dental, vision, long-term disability and life insurance coverage. The Superintendent may elect to receive health insurance at any time during the year if there is a change in circumstances and return any pre-paid compensation for not taking insurance (e.g., the Superintendent’s spouse loses health insurance coverage).

18. Leave:

The Superintendent shall be provided 12 days per school year of fully compensated leave for illness/sickness of a temporary or non-disabling nature. Any of such days unused at the conclusion of a school year shall be permitted to accumulate up to 187 days for use as

fully compensated leave days for sickness/disability or disability incurred in a later school year. Such accumulation of unused leave shall not be available for pay out at any time. The Superintendent shall report, in writing to the District, absences taken pursuant to this Paragraph, contemporaneous with the utilization of such leave days.

19. Indemnification:

Liability Insurance Coverage:

The School District shall purchase insurance to indemnify the Superintendent in connection with claims for injuries to persons or property allegedly caused by the Superintendent's conduct, excluding gross negligence, criminal activity, or intentional misconduct, arising during the course of her employment and while she was acting within the scope of her employment. The limitations and other provisions of such coverage shall be equal or substantially the same as that provided to Board of Education members for claims of a similar type and nature.

20. Paid Holidays:

The Superintendent shall be entitled to paid leave for the following 11 holidays:

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| Independence Day | Day before New Year's Day |
| Labor Day | New Year's Day |
| Thanksgiving | Good Friday |
| Friday following Thanksgiving | Easter Monday |
| Day before Christmas Day | Memorial Day |
| Christmas Day | |

21. 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 if there is reasonable and just cause for termination, which may include but are not limited to acts of moral turpitude, misconduct or material and substantial violation of this Contract by the Superintendent. In such event, the Superintendent shall be advised, in advance, of the Board of Education's intention to consider effecting such a mid-term termination and provided an opportunity for a hearing in regard to the prospect of such termination, which hearing may be open to the public or closed, at the Superintendent's option. In the event the Superintendent elects to contest the Board of Education's disposition in regard to such termination following such hearing, she shall have the right, exclusive of any other rights or remedies available to her at common law or by statute, to request arbitration, the award arising out of which shall be binding on the School District and the Superintendent and enforceable in any court of competent jurisdiction in this State. The scope of the arbitrator's review pursuant to this submission agreement shall be limited to determining whether the Board of Education acted with reasonable and just cause in its determination to terminate the Superintendent's employment. The arbitrator shall be selected through the mutual cooperation between the representatives or counsel for the respective parties,

failing agreement on which, may be referred by either party to the Detroit Regional Office of the American Arbitration Association for appointment of an arbitrator and processing under their Voluntary Labor Arbitration Rules. The School District shall pay all costs of the arbitration proceedings, including the arbitrator's fees, but the Superintendent shall pay her costs, including her attorney fees.

The intent of the parties hereto is that any and all disputes arising from this Contract shall be submitted to arbitration and not to the courts.

22. Totality of Terms/Superseding Prior Agreements:

This Contract contains all the terms agreed by the parties with respect to the subject matter of this Contract and supersedes all prior agreements, arrangements, discussions and communications between the parties concerning the Superintendent's employment relationship with the School District, whether oral or written.

23. Non-renewal of Contract:

As recited in Paragraph 1 herein, this Contract shall terminate on June 30, 2018. The decision whether to renew or not to renew the Contract shall be within the discretion of the Board of Education. However, in the event that the Board of Education shall decide not to renew this Contract or extension(s) thereof, prior written notice of such non-renewal shall be given to the Superintendent at least 90 days before the termination of the Contract in conformity with M.C.L. 380.1229.

24. Employment Following Non-renewal or Termination:

In the event this Contract is non-renewed or the Superintendent's employment as an administrator is otherwise terminated, the Superintendent shall be afforded any applicable right to which she is entitled under the Michigan Teachers' Tenure Act to employment as a teacher, in conjunction with the relevant provisions of any applicable collective bargaining agreement.

25. Severability:

If any provision or segment of this Contract shall be determined by a court of competent jurisdiction to be unlawful and/or unenforceable, then such provision or segment shall be deemed to be severed from the remainder of the contract and the contract shall otherwise be in full force and effect.

26. Counterparts/PDF Signatures:

This Contracts may be executed in one or more counterparts, each of which will be deemed to be an original of this Contract and all of which, when taken together, will be deemed to constitute one and the same agreement. A facsimile, PDF or other electronic signature of any party shall be considered to have the same binding legal effect as an original signature upon delivery thereof.

**GROSSE ILE TOWNSHIP SCHOOLS
BOARD OF EDUCATION**

By: Deborah Williams Date: 6-29-16
Deborah Williams, President

By: John Gatti Date: 6/29/16
John Gatti, Treasurer

Joanne C. Lelekatch Date: 6/29/16
Joanne Lelekatch
Superintendent of Schools