



LAKEVIEW SCHOOL DISTRICT
Building New Traditions of Excellence Everyday

CONTRACT OF EMPLOYMENT
Jim Owen
2016-2018

It is hereby agreed by and between the Board of Education of the Lakeview School District (hereinafter "Board") and Jim Owen (hereinafter "Administrator") that pursuant to Section 1229 (2) of the Revised School Code of the State of Michigan, the Board in accordance with its action found in the minutes of its meeting held on the 20th day of June 2016, has and does hereby employ the said Administrator in the position of Assistant Superintendent of Instruction for a two year period commencing on July 1, 2016, and ending on June 30, 2018, according to the terms and conditions as described and set forth herein as follows:

1. Administrator shall perform the duties of Assistant Superintendent of Instruction as prescribed by the Board and Superintendent and as may be established, modified and/or amended from time to time by the Board and under the supervision and direction of the Superintendent of Schools. Administrator acknowledges the ultimate authority of the Board and Superintendent with respect to his/her responsibilities and directions related thereto.

Administrator is subject, during the term of this Contract, to assignment and transfer to another administrative position of employment in the School District at the discretion of the Board or its Superintendent of Schools.

2. Administrator represents that he/she possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the provisions of Sections 1246 and 1536 of the Revised School Code, including the regulations of the Michigan Department of Education, and those required by the Board to serve in the position assigned. Additionally, Administrator agrees, as a condition of his/her continued employment, to meet all continuing education requirements for the position assigned, as may be required by law and/or the State Board of Education. If at any time Administrator fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position of assigned as required herein, this contract shall automatically terminate and the Board shall have no further obligations hereunder.
3. Administrator agrees to devote his/her talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Administrator agrees to faithfully perform those duties assigned by the Board and Superintendent and to comply with the directives of the Board and Superintendent with respect thereto. Further, Administrator agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board and Superintendent to carry out the educational programs and policies of the School District for which he/she is responsible during the entire term of this Agreement. Further, Administrator pledges to use his/her best efforts to maintain and improve the quality of the operation of the School District and constantly promote efficiency in all areas of his/her responsibility.
4. Administrator shall be paid at an annual salary rate of not less than \$ 109,609.00 in consideration of his/her performance of the duties and responsibilities of the position of Assistant Superintendent of Instruction in conformance with the requirements and expectations of the Board and Superintendent. The Board of Education, as additional salary for Administrator shall pay an

amount equivalent to 5% (\$5,480) of the aforementioned salary figure into a tax sheltered account selected by the Administrator. The total salary for FY 2016-2017 is \$115,089.00.

Should Administrator be assigned or transferred to another administrative position, the salary paid shall be as established by the Board for that position. The annual salary shall be paid in twenty-four (24) equal semi-monthly installments beginning with the commencement of the fiscal/contract year (July 1-June 30).

The Board hereby retains the right to adjust the annual salary of Administrator during the term of this Contract. Consistent with the provisions of Section 1250 or the Revised School Code, Administrator's job performance and job accomplishments will be significant factors in determining any adjustment to Administrator's compensation. Any adjustment in salary made during the term of this Contract shall be in the form of a written amendment and when executed by Administrator and the Board, shall become part of this contract.

The Board of Education, as additional compensation, shall pay an off-schedule stipend equivalent to 0.75% (\$822.07) of the 2016-17 annual base salary rate if the Administrator receives a satisfactory rating on their evaluation on the second payroll in June.

5. Administrator is employed on the basis of fifty-two (52) weeks (247 workdays) of work per fiscal year (July 1 through June 30) as scheduled by the Superintendent. Administrator shall be granted vacation time of (25) days per fiscal year. Five vacation days may be carried over each year. Up to five additional days may be carried over with the Superintendent's consent. Administrator shall not receive any additional compensation in lieu of use of vacation days without the express written agreement of the Superintendent. Administrator shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District. All scheduling of vacation is subject to the approval of the Superintendent or his/her designee.

The three (3) days between Christmas and New Year's Day is considered vacation days scheduled outside of the twenty-five (25) days as described above.

6. Administrator shall be granted (2) personal business days per contract year. The purpose of personal business days is for conducting necessary personal business which cannot be conducted outside the work day. A request for such absence must receive prior approval by the Superintendent or his/her designee. Unused personal business days will be added to accumulated sick leave at the end of each contract year but there shall be no accumulation of personal days from year to year.
7. The Administrator's Supervisor shall at least annually evaluate Administrator's performance. This evaluation shall take into account data on student growth as a significant factor. If employee receives a "Minimally Effective" evaluation the Superintendent may determine that said employee receive the same salary as that earned during the contract year in which the "Minimally Effective" job performance was documented.
8. Administrator is entitled to thirteen (13) paid holidays for which no service to the District is required. Holidays include: New Year's Eve, New Year's Day, Good Friday, Memorial Day, Day before the Fourth of July, Fourth of July, Day after Fourth of July, Labor Day, Day before Thanksgiving, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day.
9. Administrator shall be granted up to five (5) paid days, per incident, in the event of the death in his/her immediate family. For the purposes of this section, immediate family is defined as administrator's parent, parent-in-law, spouse, child, unborn child, brother-in-law, sister-in-law, sibling, grandparent, grandchild, or any person who permanently resides in the Directors household.

10. If Administrator is absent from duty on account of personal illness or disability, he/she shall be allowed full pay for a total of twelve (12) days per contract year. Unused paid leave days hereunder shall be cumulative to the equivalent of the number of workdays in a regular work year for absence due to personal illness or disability of Administrator.
11. The Board shall be entitled to terminate the Administrator's employment at any time during the term of this Contract for acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetence, inefficiency, or if Administrator materially breaches the terms and conditions of this Contract, or for other reasons that are not arbitrary or capricious.

The foregoing standards for termination of this Contract during its term 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 Administrator during the term of this Contract, the Administrator 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.

12. Additionally, this Contract may be terminated during its term pursuant to a reduction in administrative personnel, as determined by the Board. The Administrator shall be given at least sixty (60) days notice of termination prior to the effective date of layoff. In the event of layoff, the Board shall have no further obligation under this Contract.
13. In the event of Administrator's mental and/or physical incapacity to perform the duties of his/her office, he/she shall be granted an initial leave of ninety (90) workdays for purpose of recovery. The Administrator shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the ninety (90) workday period to be unpaid. The cost of health plan premium payments funded by the District shall be made on behalf of Administrator during this interval to the extent required by law. Upon utilizing leave under this provision, Administrator shall furnish medical certification to the Superintendent respecting the necessity for the leave.

If the Superintendent has reason to doubt the validity of the medical certification supplied by Administrator, it may require a second opinion, at District expense.

Administrator may request a ninety (90) work day unpaid leave extension in the event of his/her physical and/or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is reasonable likelihood that Administrator will be able to resume his duties at the end of the extended leave interval. Administrator shall supply medical certification as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

If the Administrator is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), his/her employment and this Contract may be terminated at the option of the Board. However, no such termination shall occur where restoration after leave is required by the Family and Medical Leave Act.

Prior to resumption of duty after an unpaid leave of absence for a serious health condition, Administrator shall provide to the Board a fitness for duty certification from Administrator's health care provider. A second opinion may be required by the Board, at its expense, unless the securing of the second opinion in this context is precluded by the Family and Medical Leave Act.

14. Administrator agrees that he/she shall not be deemed to be granted continuing tenure in the position initially assigned or to which he/she may be assigned or transferred or in any capacity other than that of a classroom teacher, should the probationary period required for tenure as a teacher be fulfilled, by virtue of this Contract or any employment assignment (requiring certification) with the School District. Nor shall the decision of the Board not to continue or renew

the employment of Administrator for any subsequent period in any capacity, other than as a classroom teacher, as may be required by Teachers' Tenure Act, be deemed a breach of this Contract or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

15. Administrator 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, or Superintendent, Administrator shall authorize the release of medical information necessary to determine if Administrator is capable of performing the essential job functions required by his/her assignment, with or without job accommodation(s). Any physical or mental examination or disclosure of such information required of Administrator by the Board or Superintendent shall be job related and consistent with business necessity. Any medical or psychological examination under this section shall be at Board expense. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.
16. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third party administrator, the Board shall make premium payments on behalf of Administrator and his eligible dependents for the following insurance programs:

Plan A:

- Health insurance: (MESSA Choices II with RX Saver drug card; \$500/\$1,000 In-network deductible, \$1,000/\$2,000 Out-of-Network deductible; \$20 OV, \$25 UC, \$50 ER co-payments)
- Dental insurance: (Self-funded with third party administration through ADN using Delta Dental specifications in effect on July 1, 2010 - 100:100:90:80, \$1,000 Annual Max, \$1,300 Lifetime Ortho Max)
- Term life insurance w/AD&D: (twice annual salary currently provided through MESSA)
- Vision insurance: (NVA based on VSP-3 specifications in effect on July 1, 2010)
- Long Term Disability insurance: (66 2/3 with a 90 day waiting period currently provided through NIS)

Or

Plan B:

The following insurance coverage will be provided to Lakeview Administrators who are not in need of health insurance:

- Dental insurance: (Self-funded with third party administration through ADN using Delta Dental specifications in effect on July 1, 2010 - 100:100:90:80, \$1,000 Annual Max, \$1,300 Lifetime Ortho Max)
- Term life insurance w/AD&D: (twice annual salary currently provided through MESSA)
- Vision insurance: (NVA based on VSP-3 specifications in effect on July 1, 2010)
- Long Term Disability insurance: (66 2/3 with a 90 day waiting period currently provided through NIS)
- A stipend of \$350.00 each month per contract year

Administrator shall contribute to his/her health premium per month consistent with Public Act 152 and as a condition to participating and enrolling in the above insurance programs. The Superintendent has the authority to modify employee insurance premium contributions at any time during the life of this contract in order to assist the District in qualifying for additional State funding or to comply with whatever employee premium contributions are required by law. Administrator hereby authorizes payroll deduction for the above amount.

The Board reserves the right to change the identity of the insurance carrier, policyholder or third party administrator for any of the above coverages, provided that comparable coverage, as determined by the Board, is maintained during the term of this Contract. The Board shall not be

required to remit premiums for any insurance coverages for Administrator and his/her eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder or third-party administrator. The terms of any contract or policy issued by any insurance company of third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. Administrator is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The School District, by payment of the premium payments required to provide the above-described insurance coverages, shall be relieved from all liability with respect to insurance benefits.

16. Administrator shall be paid (\$1,100.00) per year in two equal installments (at the end of June and the end of December) in consideration for their local and regional travel (defined as less than 60 miles round trip). Administrator shall be eligible to be reimbursed for necessary travel, meals and lodging in accordance with per diem expense and reimbursement procedures established by the Superintendent. Any expense to be incurred by Administrator for out-of-district travel shall be submitted in advance for review and approval by the Superintendent or a designee. Administrator shall be required to present an itemized account of his/her reasonable and necessary expenses in accordance with direction of the Superintendent or a designee.

The Board, upon approval by the Superintendent, shall pay the fees or dues for membership in appropriate professional organizations.

17. Administrator may need additional training or graduate course work in support of his/her job. The employee must receive approval from the Superintendent for the needed training or course prior to registration if the employee's intent is to receive reimbursement. The Superintendent's approval will be in writing and will include any agreements regarding reimbursements.
18. The Board agrees to pay the premium amount for errors and omissions insurance coverage for Administrator while engaged in the performance of a governmental function and while the Administrator is acting within the scope of his/her authority. The policy limits for this coverage shall not be less than \$1,000,000. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of Administrator. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions coverage. In the event that such insurance coverage cannot be purchased in the above amounts and/or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify Administrator. In that event, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to Administrator as is authorized under MCLA 691.1408 and MCLA 380.11a (3)(d).
19. This Contract of Employment contains the entire agreement and understanding by and between the Board and Administrator with respect to the employment of Administrator 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 Administrator by the Board, are hereby terminated and shall hereafter be of no force or effect whatsoever. Provided, that this Contract is voidable pursuant to the provisions of the Michigan Revised School Code pertaining to criminal records and criminal history checks. No change or modification of this Contract shall be valid or binding unless it is in writing and signed by Administrator and the Board. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provision of this Contract at such time or at any other time.
20. In the event of any dispute between the parties relating to discharge of Administrator during the term of this Contract, the parties hereby agree to submit such to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association.

Arbitration under this provision shall be conducted pursuant to the terms of the Michigan Arbitration Act, MCLA 600.5001 *et seq* and MCR 3.602.

The parties intend that this process of dispute resolution shall be inclusive of all contract and statutory claims advanced by Administrator arising from Administrator's discharge during the term of this Contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. However, this agreement to arbitrate does not restrict Administrator from filing a claim or charge with any state or federal agency (such as the Equal Employment Opportunity Commission or the Michigan Department of Civil Rights), and does not apply to any claims for unemployment compensation or workers' compensation which may be brought by Administrator. Instead, this agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings.

This agreement to arbitrate means that Administrator is waiving his/her right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, Administrator shall have the right to representation by counsel of his/her choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery and the right to a fair hearing. However, Administrator, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.

The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and Administrator, subject to the right of Administrator to seek to tax such fees as costs against the Board.

Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within one hundred eighty (180) days of the effective date of Administrator's discharge during the term of this Contract. The Decision and Award of the arbitrator shall be final and binding and judgment thereon may be entered in the Circuit Court of Michigan (Calhoun County) pursuant to MCL 600.5001.

21. If any provision of this Contract 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).
22. Administrator agrees that any claim or suit arising out of Administrator's employment with the Board must be filed no more that six (6) months after the date of employment action that is the subject of the claim or suit. Administrator understands that the statute of limitations for claims arising out of an employment action may be longer than six (6) months, but agrees to be bound by the six (6) months period of limitation set forth herein and waives any statute of limitations to the contrary. Should a court of competent jurisdiction determine that this provision allows an unreasonable short period of time to commence a law suit, it is the intent of the parties that the court enforce this provision to the extent possible and declare the law suit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.
23. This Contract is executed on behalf of the School District pursuant to the authority granted as contained in the resolution of the Board adopted on June 20, 2016 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.

Date: _____

6/22/16

By _____


Administrator

Date: June 22, 2016

By Dave Peter
Superintendent of Schools

ADDENDUM TO CONTRACT FOR EMPLOYMENT OF INTERIM SUPERINTENDENT

This addendum entered into this 20th day of June, 2016 between the Lakeview School District Board of Education (District), and Mr. Jim Owen (Employee), hereinafter called the "Interim Superintendent.

TERM

The term of this Addendum shall be month to month commencing on July 1, 2016. Unless terminated, this Addendum will automatically renew on the first of each month, while the Board determines how it will proceed with finding a successor Superintendent.

COMPENSATION

In addition to the Assistant Superintendents annual salary, the Board agrees to compensate a monthly wage in the amount of \$2,534.25 prorated in accordance with the actual period of the time the Interim Superintendent provides services under this Addendum.

DUTIES

Interim Superintendent shall perform the duties of a Superintendent for the Lakeview School District as described within job description & board policy.

The Board may terminate this addendum/arrangement at any time without notice.

The Parties, hereto, by their signatures below, enter into this Addendum, as set forth above.

Dated: 6-20-16

Board President: Kathleen Moore

Dated: 6/20/16

Interim Superintendent: Jim Owen