

PENNFIELD SCHOOLS
SUPERINTENDENT CONTRACT OF EMPLOYMENT
FOR JULY 1, 2011 TO JUNE 30, 2014

It is hereby agreed by and between the Board of Education of Pennfield Schools (hereinafter "Board") and Bently J. Laser (hereinafter "Superintendent") that pursuant to Section 1229(1) of the Revised School Code, the Board in accordance with its action found in the minutes of its meeting held on the 8th day of March, 2011, has and does hereby enter into a contract with said Superintendent for a three year period commencing on July 1, 2011 and ending on June 30, 2014, according to the terms and conditions as described and set forth herein as follows:

1. The Administrator shall perform the duties of the Superintendent as prescribed in accordance with the Pennfield Schools Board of Education Governance Policies, which may be amended from time to time.

The Superintendent agrees to and shall, during the term of this agreement, devote his full time, attention and energy to the School District. The Superintendent may occasionally work with other districts, educational agencies or associations. This work will be short-term and support the efforts and work of the District. The Superintendent will keep the Board informed.

2. The Superintendent represents that he 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 his continued employment, to meet all continuing education requirements for the position assigned, as are and may be required by law and/or 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 shall automatically terminate and the Board shall have no further obligation hereunder.
3. The Superintendent agrees to devote his 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 the directives of the Board with respect thereto. Further, the Superintendent agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and will work with the Board to define and carry out the educational programs and policies of the School District during the entire term of this contract. The superintendent pledges to use his best efforts to maintain and improve the quality and efficiency of the operation of the School District.
4. The Superintendent shall be paid an annual salary in the amount of \$131,300.00 for F.Y. 2011-12, not less than 131,300.00 for F.Y. 2012-13 and not less than prior year for F.Y. 2013-2014 in consideration of his performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board. The Board retains the right to increase the Superintendent's compensation for the second and third years if it deems such action is warranted.

The annual Salary shall be paid in twenty-four (24) equal semi-monthly installments beginning with commencement of the fiscal/contract year (July 1 – June 30). The Superintendent is employed on the basis of fifty-two (52) weeks (260 days) of work per contract fiscal year (July 1 through June 30) as scheduled by the Board.

5. The Superintendent's performance shall be evaluated as mutually determined by the Board annually, not later than March 31, following the Pennfield Schools Board of Education Policies. The Superintendent will inform the Board of its obligation to evaluate him not later than the regularly scheduled meeting in February.
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, dishonesty, fraud, insubordination, incompetency, inefficiency, if the Superintendent materially breaches the terms and conditions of the Agreement, or if the Superintendent engages in conduct constituting just cause for discharge.

The foregoing standards for termination of this contract during the 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 the Superintendent during the term of this Contract, he shall be entitled to written notice of changes 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 agrees that he shall not be deemed to be granted continuing tenure in the position initially assigned or to which he 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 the Superintendent for any subsequent period in any capacity, other than as classroom teacher, as may be required by the Teachers' Tenure Act, be deemed a breach of this Agreement or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act. The superintendent is subject to assignment and transfer to another administrative position of employment in the School district at the discretion of the Board.
8. In the event of the Superintendent's mental and/or physical incapacity to perform the duties of his office, he shall be granted an initial leave of ninety (90) workdays for purpose of recovery. The Superintendent shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the ninety (90) work day period to be paid. Upon utilizing leave under this provision, the Superintendent shall furnish medical certification to the Board (or its designee) respecting the necessity for the leave.

If the Board (or designee) has reason to doubt the validity of the medical certification supplied by the Superintendent, it may require a second opinion, at Board expense.

The Superintendent may request a ninety (90) work day unpaid leave extension in the event of his physical and/or mental inability to return to work at the expiration of the initial leave interval, as described above,

provided that there is a verified prognosis that the Superintendent will be able to resume his duties at the conclusion of the extended leave interval. Medical certification shall be supplied by the Superintendent as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

If the Superintendent is unable to, or does not, resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), his 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 the Superintendent shall provide to the Board a fitness for duty certification from the Superintendent's health care provider. A second opinion may be required by the Board, at its expense, unless the second opinion in this context is precluded by the Family and Medical Leave Act.

9. The Superintendent shall submit to such medical examinations, supply such information and execute such documents as may be required by any underwriter, policy holder 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 his/her assignment, with or without reasonable job accommodation(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 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.

10. FRINGE BENEFITS

- A. The Superintendent is not expected to work on the following holidays: July 4, Labor Day, Thanksgiving (2), Christmas (2), New Year's (2), Good Friday (unless school is in session and Memorial Day.
- B. The board shall provide the Superintendent with twelve (12) paid sick leave days per year. Unused sick leave will accumulate at the rate of one (1) day per month up to a maximum of 161 days. In accordance with Board policy #2400, upon retirement or death while in the employ of the Board, the Board of Education will compensate the Superintendent, or his named beneficiary, for unused accumulated sick leave, up to 70 days, and vacation days at the daily equivalent of this base salary. The Board shall also provide the Superintendent with up to three (3) bereavement days for death of an immediate family member as defined in the Master Agreement with the PEA/MEA, these to be granted each contract year, the use of which shall be determined by the Superintendent. Additionally bereavement days may be added at the discretion of the Board and shall be deducted from accumulated sick leave or personal business days. One (1) sick day or personal business day will be granted to attend a funeral of a person not defined as immediate family above. The Board shall also provide the Superintendent with two (2) personal business days per year. Unused personal business days will be added to accumulated sick leave each June 30.

C. The Superintendent shall be granted vacation time of 20 days per fiscal year. The Superintendent may: 1) carry over five (5) vacation days to the following year, to a maximum of twenty-five (25) or 2) be reimbursed for a maximum of five (5) vacation days at his per diem rate. The Superintendent shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District.

D. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policy holder and/or third party administrator, the Board shall make premium payments on behalf of the Superintendent and his eligible dependents while he is on paid status for the following insurance programs:

1. Term Life Insurance: The Board shall pay the premiums of a group term life insurance policy which provides a minimum death benefit of \$130,000 through a carrier selected by the Board which shall include an accidental death and disability provision (AD&D).
2. Long Term Disability Insurance: The Board shall pay the premiums of a group long term disability policy which provides for 60% of salary per month as specified in the group policy. The current policy provides a maximum benefit of \$5,000 per month.

11. The Board reserves the right to change the identity of the insurance carrier, policy holder or third party administrator for any of the above coverage's. The Board shall not be required to remit premiums for any insurance coverage's for the Superintendent and his 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 or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. The Superintendent is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The Board, by remitting the premium payments required to provide the above-described insurance coverage(s), shall be relieved from all liability with respect to insurance benefits.

12. Fees or dues for membership in appropriate professional organizations shall be paid by the Board. The Superintendent may attend appropriate professional meetings at the local and state levels and shall be reimbursed for reasonable registration fees, tuition, travel, lodging and/or meal expenses for himself in relation thereto not prepaid by the Board. The Superintendent may attend appropriate national meetings at the discretion of the Board.

13. The Superintendent may attend professional development conferences and seminars at the local, state and national levels and/or complete college coursework, the expense of said attendance, not exceed \$1500, to be paid by the District.


14. The Board agrees to pay the premium amount of errors and omissions insurance coverage for the Superintendent while engaged in the performance of a governmental function and while the Superintendent is acting within the scope of his authority. The policy limits for this coverage shall by not less than \$1,000,000. The terms of the errors and omissions insurance policy shall be controlling

respecting defense and indemnity of the Superintendent. 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 the superintendent. In that event, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to the Superintendent as is authorized under MCLA 691.1408 and MCLA 380.11a (3)(d).

15. This Contract contains the entire agreement and understanding by and between the Board and 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 shall be valid or binding unless it is in writing and signed by the Superintendent 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.
16. 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).
17. This Agreement is executed on behalf of the Pennfield Schools as approved by the Board of Education on March 8, 2011.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year above written.

Pennfield Schools Board of Education

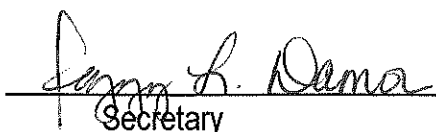


President



Superintendent

This contract was approved by a vote of the Board at a public meeting on March 8, 2011 and the Board action has been made a part of its minutes.



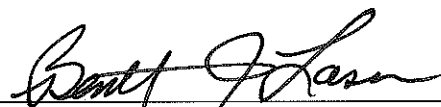
Secretary

**ADDENDUM TO SUPERINTENDENT
CONTRACT OF EMPLOYMENT**

This Addendum to Superintendent Contract of Employment (also referred to as "Addendum") is between the Pennfield Schools Board of Education ("Board") and Bentley J. Laser ("Superintendent").

- 1) This Addendum supplements the Superintendent Contract of Employment for July 1, 2011 to June 30, 2014, approved by the Board on March 8, 2011.
- 2) By Board action on December 19, 2011, the Board has approved a two percent (2%) increase in the annual salary provided in the Contract of Employment referenced in No. 1 above. The Board's action results in an annual increase in the base salary of Two Thousand Six Hundred Twenty-Six Dollars (\$2,626.00).
- 3) Pursuant to Michigan law, the increase cannot be retroactive. Rather, the percentage increase in the base salary will take effect tomorrow, December 20, 2011. Consequently, for F. Y. 2011-2012, the Superintendent will receive a pro rata portion of the salary increase, but not all of the salary increase. Accordingly, the base salary for the Superintendent for the 2012-2013 contract year (also, F.Y. 2012-2013) and for the 2013-2014 contract year (F.Y. 2013-2014) shall be and are increased by the amount provided in No. 2 above.
- 4) The full amount of the salary increase on the Superintendent's base salary will not be in effect until F.Y. 2012-2013.

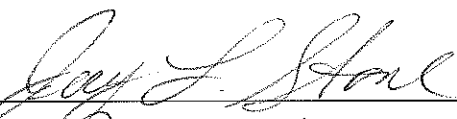
Dated: 12-20-11




Bentley J. Laser
Superintendent

On Behalf of the Pennfield Schools
Board of Education

Dated: 12-21-11

By: 

Its: President

By: 

Its: Secretary