

LAKEVILLE COMMUNITY SCHOOLS
SUPERINTENDENT'S CONTRACT

This Agreement is entered into this 28th day of June 2011, and modified December 13, 2011 and May 22, 2012 by and between the Board of Education of Lakeville Community Schools (herein after called the "Board"), and Vickie L. Luoma (herein after called the "Administrator").

WITNESSED:

In consideration of their mutual promises and agreements, the Board agrees to employ the Administrator for the position of Superintendent and the Administrator agrees to work for the School District under the following terms and conditions:

1. **Term and Extension.** The Board agrees to hire the Administrator and the Administrator agrees to work for the school district beginning on July 1, 2011, and ending on July 1, 2014-2015. The Board shall, not later than March 31 of each year during the term of this contract, consider the extension of this contract for an additional one-year period. Unless the Board gives written notice of non-renewal of this contract to the Administrator by March 31, this contract will, without further action be automatically renewed for an additional one-year period as provided by Public Act 183 of 1979. The Administrator annually shall advise the Board of this obligation during the month of February.
2. **Evaluation and Communication.** The Board shall evaluate the Superintendent, at least annually, using the criteria and an evaluation process mutually agreed to by the Board and the Administrator. The Superintendent may, at her request, receive informal performance reviews 3 times annually in addition to the above formal evaluation.

**Pursuant to Michigan Compiled Law Revised School Code 1250
(MCL 380.1250)**

Compensation increases for the 2011-12 school year and beyond will:

- a. Include job performance and job accomplishments as a significant factor in determining compensation and additional compensation
- b. The assessment of job performance shall incorporate a rigorous, transparent, and fair evaluation system that evaluates the administrator's performance at least in part based on student growth as measured by assessments and other objective criteria.

The Board, individually and collectively, will refer promptly any pertinent criticisms, complaints and suggestions called to its attention to the Administrator for study and recommendation.

3. **Tenure Exclusion.** This contract does not confer tenure upon the Administrator in the position of Superintendent or any other administrative position in the district.
4. **Qualifications.** This Contract shall not be valid unless the Administrator shall have such qualifications for the employment position herein designated as required by law at the time the contractual period shall begin, and this Contract shall terminate if the Administrator shall, at any time, fail to possess such qualifications or satisfy continuing education requirements as required by law.
5. **Duties.** The Administrator agrees to devote 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 to comply with the directives of the Board 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 to carry out the educational programs and policies of the School District during the entire term of the Contract. Administrator agrees to devote substantially all of her business time, attention and services to the diligent, faithful and competent discharge of her duties on behalf of the School District to enhance the operation of the School District and agrees to use her best efforts to maintain and improve the quality of the programs and services of the School District.

6. Compensation

- A. Commencing November 17, 2008, the Administrator's base yearly rate shall be \$118,000 (~~One hundred eighteen thousand dollars~~) **\$ 112,100 (One hundred twelve thousand, one hundred dollars) effective July 1, 2012** which shall be paid in equal installments in accordance with rules of the Board governing payment of other professional staff members in the District. The salary shall be reviewed annually and is subject to revision by agreement of the parties, but an adjustment shall not reduce the annual salary below the figures specified in this paragraph.
- B. The Administrator shall receive twenty (20) days of vacation annually, exclusive of the following holidays: Labor Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Eve Day, Christmas Day, New Years Eve Day, New Years Day, Good Friday, Memorial Day, and Fourth of July. The Administrator is encouraged to use these days within the

twelve (12) month period in which it is earned. The Administrator should take vacation time that is least disruptive to school operations.

- C. The Administrator may bank up to 30 vacation days. On July 31st of any contract year, no more than 30 days may be banked. As of August 1st of any contract year, the maximum vacation time allowed is a total of the banked days (maximum of 30), plus the additional days granted for the ensuing year per contract, with the exception that in the event that the Administrator's employment is terminated during the course of the contract year, vacation time shall be allocated on a pro-rated basis for the actual time worked during that contract year. Upon termination of employment for any reason, with the exception of termination by the Board for just cause, the Administrator will be eligible for a payout of banked vacation time at her per diem rate, with a maximum payout of \$15,000.00.

7. Benefits

- A. The Board for the term of the Contract shall provide to the Administrator health, dental, and vision benefits equal to those provided to the members of the Lakeville Administrator's Association. ~~The board will pay 90%~~ **80% of the cost of the combined total costs for the school fiscal year of medical, pharmacy, dental, vision, disability or any other type of benefit that constitutes a health care services benefit. The superintendent will contribute 10% 20% of the cost of these benefits.** Contribution will be paid through payroll deduction and will be paid ~~equally over 26 pays.~~ **Elimination of health, vision and dental insurance effective August 1, 2012.**
- B. The Board shall pay premiums on behalf of the Administrator for long term disability insurance.
- C. The Administrator shall be under the District's comprehensive general liability policy up to \$1,000,000 in coverage for each occurrence. Additionally, the Board agrees that it shall defend, hold harmless and indemnify the Administrator from any and all demands, claims, suits, actions and legal proceedings brought against the Administrator in her individual capacity, or in her official capacity as agent and employee of the Board, provided the incident arose while the Administrator was acting within the scope of her employment. The Board shall provide liability insurance for the Administrator to cover legal expenses in defense of claims and payment of judgments resulting from her functioning as Superintendent. In no case will individual Board members be considered personally liable for indemnifying the Administrator against such demands, claims, suits, actions and legal proceedings.

- D. The Administrator shall be reimbursed for travel, meals, and lodging in accordance with the per diem and reimbursement standards and procedures established by the Board. Employee shall be entitled to receive an automobile allowance in the amount of \$62.50 per biweekly pay period for the purpose of defraying expenses that the Administrator will incur in the performance of her job duties within the geographical boundaries of the Genesee Intermediate School District. When Employee uses her personal vehicle for transportation outside of the Genesee Intermediate School District, she shall be reimbursed at the rate established by the Internal Revenue Service. The Administrator shall be entirely responsible for any taxation consequences associated with the receipt of this automobile allowance.
- E. The Administrator shall be credited with 28 sick days on November 17, 2008 and then shall be credited with 14 sick days per subsequent contract year, beginning August 1, 2009. These days will be credited to the Administrator on August 1 of each year and will be allowed to be used without loss of pay when confined at home or hospital as a result of accident, sickness, emergency, or the death or critical illness of a member of the immediate family.
- F. The Administrator may accumulate unused sick days to a maximum of 90 days. Unused sick days are not eligible for payout upon termination of the Administrator's employment.
- G. The Administrator shall be eligible for up to two (2) personal business days each contract year. Unused personal business days do not accumulate, and are not eligible for payout upon termination of the Administrator's employment.
- H. In the event of the death of a family member, the Administrator is eligible for up to 5 days of bereavement leave not to be deducted from sick leave.
- I. The Administrator shall be provided with local, state, and national dues to the appropriate professional organizations, as may be approved in advance by the Board.
- J. The Administrator does hereby agree to have a comprehensive medical examination once each year by a physician of her choice, and that a statement certifying to the physical competency of the Administrator shall be filed with the Secretary of the Board, and treated as confidential information by the Board. The cost of said medical examination in excess of that covered by health insurance to be borne by the District.

- K. The Board shall provide, without cost to the Administrator, group life insurance protection, which shall pay to the Administrator's beneficiary, the sum of two (2) times the Administrator's salary (to nearest \$1,000.) This may be limited to what is available to be purchased through the School District's insurance carrier.
- L. All insurance benefits specified herein shall be provided for a period from August 1, through July 31.
- M. ~~The Administrator's compensation shall also include an annual sum of \$5875.00 in addition to her salary to be used to purchase tax sheltered annuities. Contributions and accumulated earnings are vested with the Administrator.~~ —**Elimination of this benefit effective July 1, 2012.**
- N. The School District's only obligation for the insurance benefits provided in this contract shall be for the payment of premiums and the rules and regulations of the designated insurance company or companies shall govern all applicable benefits.

- 8. **Termination Provisions.** The Administrator shall be subject to discharge during the term of this contract for good and just cause, but the Board shall not arbitrarily and capriciously dismiss her. No discharge shall be effective until written charges have been served upon her and she have an opportunity for a fair hearing before the Board after ten (10) days' notice in writing. Said hearing shall be public or private at the option of the Administrator. At such hearing, she may have legal counsel at her own expense. This provision shall not apply to nonrenewal of this contract pursuant to Section 1229 of the Revised School Code.
- 9. **Dispute resolution.** In the event of a dispute between the parties relating to any provision of this Agreement, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this Agreement, the parties hereby agree to submit such to binding arbitration. Such arbitration shall be conducted under the labor arbitration rules of, and administered by, the American Arbitration Association. The arbitrator's fee and the expense of the American Arbitration Association shall be shared equally by the parties. All parties are entitled to have representation of their own designation; however each party shall be responsible for the costs of such respective representation.
- 10. **Severability.** Any provision of the Contract prohibited by laws of the United States or the State of Michigan shall be ineffective to the extent of such provision only, without invalidating the remaining provisions of the Agreement.
- 11. **Entire Agreement.** This Agreement contains the entire agreement of the parties hereto, and may not be altered, modified, or rescinded by any prior or contemporaneous statement or understanding of any party to this Agreement,

or any person on their behalf. This Agreement may be amended, modified, or rescinded or otherwise altered during its term only by an express written "Modification", denominated as such, signed and ratified by all parties hereto.

Vickie Luoma 6/26/12 [Signature] 6/5/12
Vickie L. Luoma Date President Date

[Signature] 6/27/12 [Signature] 6/26/12
Witness Date Secretary Date