

COPY

**EMPLOYMENT CONTRACT BETWEEN CRAIG SUNDBLAD AND THE
BOARD OF EDUCATION OF THE LAKE LINDEN-HUBBELL PUBLIC SCHOOLS**

THIS CONTRACT OF EMPLOYMENT (subsequently referred to as "Contract" or "Agreement") constitutes an agreement by and between the Board of Education of the Lake Linden-Hubbell Public Schools ("Board of Education," "Board" or "School District") and Craig Sundblad as Superintendent ("Administrator"). The terms of the Contract are provided below.

1. **TERM.** The Administrator is employed for the period from July 1, 2012 through June 30, 2015, subject to extension, nonrenewal and discharge as provided in this Contract.
2. **CERTIFICATION.** The Administrator shall furnish and maintain for the duration of this Contract in the central administrative offices of the School District evidence that he satisfies the requirements of state and federal laws, rules and regulations, including the continuing education requirements of Section 1246 of the Revised School Code, MCL 380.1246, for holding the position of Superintendent or for such other position to which he is assigned by the Board. Failure to maintain and keep current such evidence shall be sufficient cause for discharge.
3. **DUTIES.** The Administrator agrees to serve the School District and to faithfully perform the duties of Superintendent as designated by the Board or the duties of such other position as may be assigned by the Board in the exercise of its discretion, in a competent and professional manner in compliance with the laws, rules and regulations applicable to the School District and in compliance with the policies, regulations and practices of the Board of Education. The Administrator agrees to and shall devote his full time, attention and energy to his position and working with the Board. Unless otherwise directed by the Board, the Superintendent shall attend Board meetings and meetings of Board committees (of which he will serve as an ex officio member), and shall provide recommendations to the Board on matters under consideration by the Board and its committees.
4. **EVALUATION.** Annually, but no later than by March 1 of each year during the term of this Contract, the Board of Education shall evaluate the performance of the Administrator and subsequently shall review with the Administrator the evaluation of his performance, unless otherwise mutually agreed. Beginning with January 2012, the Administrator shall annually advise the Board of Education of this obligation during the month of January at least one week prior to the Board's regular January meeting. It is understood that the evaluation is subject to the requirements of the recently enacted Section 1249 and Section 1250 of the Revised School Code, 2009 PA 205, MCL 380.1249. The Administrator and the Board will work together to develop the evaluation criteria. The evaluation shall be rendered in a fair and constructive manner. The Board President and one Board member will meet to review the evaluation. If the evaluation of the Administrator renders an overall rating of less than satisfactory, the Administrator shall be given a full and complete reasonable opportunity to correct and improve his performance in any area(s) identified as needing improvement or is deficient. If the Board's evaluation of the Administrator's performance is satisfactory, the Administrator's salary will be adjusted by a negotiated increase in salary mutually agreed to by the Board and its Administrator. In no case will the Administrator's salary be lowered.
5. **EXTENSION.** This Contract may be extended either by option of the Board of Education or by operation of law, as provided below:
 - A. The Board shall review this Contract with the Administrator annually, and shall, on or before April 1, of each ensuing year, take official action determining whether it is extended for an additional year and notify the Administrator on or before April 1 of each year of this Contract of its action in writing.

NOTE: Several options are provided as follows. If no action is taken by the Board, the Contract

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shall be deemed to have been extended for an additional year so that the duration of the employment contract shall be for three (3) years.

- B. The Board recognizes the right of the Administrator to pursue other job opportunities. The Administrator may terminate this Contract for such reason upon giving not less than ninety (90) calendar days written notice to the President of the Board.
6. **EMPLOYMENT "AT WILL".** The Administrator shall serve at the pleasure of the Board. The Board specifically reserves the right to not extend or to not renew this Agreement regardless of cause or reason (excepting same shall not be arbitrary or capricious), but subject only to the laws of the State of Michigan and the United States. Contract nonrenewal is addressed immediately below. Further, the Administrator is subject to discharge as provided below in No. 8.
7. **CONTRACT NONRENEWAL.** Pursuant to Section 1229(1) of the Revised School Code, MCL 380.1229(1), the Board may nonrenew the Contract by providing written notice to the Administrator not less than 90 days prior to its June 30 expiration date (*i.e.*, by April 1). If the Board fails to provide such written notice, the Contract will be extended for one (1) additional year as provided by the Revised School Code.
8. **DISCHARGE.** The Administrator shall be subject to discharge from his employment with the School District during the term of this Agreement for proper and stated cause, including, but not limited to, loss of confidence in the leadership of the Administrator, commission of an act of moral turpitude, misconduct, theft, fraud, insubordination, breach of confidentiality, unauthorized use of School District property, use of intoxicating beverages on School District property or at a School District sponsored event, unauthorized possession of a dangerous weapon on School District property or at a School District sponsored event, conviction of a crime (misdemeanor or felony), any material breach of the Administrator's obligations under this Agreement (such as those provided by No. 2 Certification, No. 3 Duties, above), but the Board shall not arbitrarily and capriciously dismiss him. No discharge shall be effective until written charges have been served upon him and he has had an opportunity for a fair hearing before the Board after ten (10) calendar days' notice in writing. However, the Board is not required to give the Administrator an opportunity to correct any deficiencies or areas of concern referenced in this section. The hearing shall be public or private at the option of the Administrator. At such hearing, he may have legal counsel at his own expense.
9. **TENURE EXCLUSION.** The above named person shall not acquire tenure as an Administrator in the position of Superintendent, in any non-classroom position or in any other non-teaching position to which he may be assigned.
10. **COMPENSATION.** The Board agrees to pay the Administrator a salary at an annual rate of Eighty-Six Thousand One Hundred Ninety-Eight Dollars (\$86,198.00) for the first year of the Contract in biweekly installments. The salary for the second year of the Contract (July 1, 2013, through June 30, 2014) and subsequent years of the Contract will be negotiated by the Board and the Administrator following the completion of the evaluation process (*e.g.*, for the 2012-2013 contract year). The evaluation process shall be completed pursuant to No. 4 above. The Board of Education retains the right to adjust the salary during the continuation of this Contract, but an adjustment shall not reduce the annual salary below the figures specified in this paragraph. However, unlike with other School District staff, no salary increase may be retroactive. Any adjustment in salary which is made during the duration of this Contract shall be

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in the form of an amendment and shall become part of this Contract, but it shall not be considered that the Board has entered into a new contract with the Administrator or that the Contract termination date has been extended. However, this shall not preclude the Administrator and the Board from mutually agreeing to an extension of this existing Contract.

11. **BENEFITS.** During the term of this Contract, the Administrator shall receive the benefits generally provided by the School District to full-time, professional administrative staff on the same basis as available to those staff in accordance with the Board of Education policy subject to the following limitations: first, this paragraph excludes any compensation or benefit otherwise specifically set forth elsewhere in this Contract; second, such benefits are subject to change at any time without notice on the same basis as changed for full-time professional administrative staff, provided, however, benefits provided the Administrator under this section of the Contract shall be less than benefits provided other full-time professional administrative staff, and third, all benefits (*e.g.* insurance benefits) are subject in all respects to the rules, regulations and contractual provisions, including eligibility, of the various benefit plans provided by the School District, including the selection by the Board of alternative carrier/providers.

Amendment (9/11): Beginning January 1, 2012, the Administrator will contribute 10% towards the following insurance premium via payroll deductions. MESSA Choices II-\$10/\$20-RX + \$300/\$600-In-Network Deductible + \$2-Office Visit Co-Pay + Set Seg Dental + VSP 3 Plus Vision.

The Administrator shall be provided the following benefits:

- A. HEALTH INSURANCE
- B. DENTAL INSURANCE
- C. VISION INSURANCE
- D. SICK LEAVE. The Administrator shall be entitled to twelve (12) paid sick days per full contract year. Accumulation of unused days is permitted up to 175 with a minimum 30 days in bank days. Unused sick days shall be carried over from the Administrator's previous administrative position of employment with this School District. The Board agrees to pay the Administrator \$75 for each accumulated sick leave day between 91 and 180 days when the Administrator's employment with the School District ends.
- E. LONG-TERM DISABILITY. The Board shall provide the Administrator with a long-term disability insurance policy with a monthly benefit equal to not less than 66-2/3% of the Administrator's monthly salary and a 60 day waiting period, subject to the terms and conditions of the policy.
- F. VACATION. The Administrator shall be entitled each full contract year to a vacation of twenty (20) paid working days, excluding weekends and legal holidays, for which he will receive his compensation in full. Subsequently, no unused vacation days may be carried over from one (1) contract year to the next contract year. When the Administrator leaves employment with the School District, the School District shall compensate the Administrator at his current per diem rate per day for all unused, accumulated vacation days, but for no more than twenty (20) vacation days. Payment shall be made by the School District within forty-five (45) calendar days from the Administrator's last date of employment.

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The President of the Board shall always be informed by the Administrator in advance of any time the Administrator will be absent from a Board meeting. Any use by the Administrator of three (3) or more vacation days at a single time shall require approval by the Board President, or Board. The Administrator will not schedule his vacation during a time when his presence and leadership are critical to the School District as determined by the Board President.

G. **PERSONAL DAYS.** The Administrator shall receive paid personal days at the rate of two (2) personal days for each full contract year. Any unused days shall be credited to accumulated sick leave at the end of each contract year.

H. **FUNERAL LEAVE.** The Administrator may use personal, sick or vacation days for the purpose of bereavement leave.

12. **HOLIDAYS.** The Administrator shall receive the following holidays: January 1, Good Friday, Memorial Day as observed, July 4, Labor Day, Thanksgiving Day, the Friday immediately after Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Eve. If a holiday falls on a Saturday, the holiday shall be taken on the immediately preceding Friday. If a holiday falls on a Sunday, the holiday shall be taken on the immediately following Monday.

13. **MILEAGE.** The Administrator shall be reimbursed at the IRS mileage rate for reasonable and necessary travel directly related to the Administrator's employment.

14. **PROFESSIONAL MEMBERSHIPS.** The School District agrees to pay annual membership dues for one community service organization, *e.g.* Lion's Club, and the Administrator's professional dues for membership in MASA, including Region 1, AASA, MASSP and MEMSPA educational associations.

15. **PROFESSIONAL MEETINGS.** The Administrator shall attend appropriate professional meetings at the regional and state levels. Time away from the School District and/or the duties and responsibilities of his position shall be limited and reasonable as determined by the Board. This Contract does not authorize attendance at national meetings as separate, advance Board approval is required.

An itemized expense statement with receipts for attendance at appropriate professional meetings shall be prepared by the Administrator and filed with the business office prior to reimbursement. The Administrator shall be reimbursed for reasonable, itemized and receipted expenses of such attendance as determined by the Board.

16. **EXAMINATIONS.** On a biennial basis, the Administrator shall obtain a comprehensive medical examination from a physician (M.D.) and shall provide the Board President with a letter from the physician certifying that the Administrator is physically fit to perform his job duties and responsibilities. Upon request of the Board President, the Administrator shall provide the Board President with a letter from an appropriate physician selected by the Board President certifying that the Administrator is mentally fit to perform his job duties and responsibilities. (Such request may be made annually, but may not be made arbitrarily or without good and sufficient justification.) The letter(s) of certification shall be placed in the Administrator's personnel file and shall be treated as confidential information. The Board shall pay the cost of any examination not covered by the Administrator's health insurance.

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17. **BREACH.** In the event of a breach on the part of either party to this Contract, nothing contained in this Contract shall be construed to render the obligations of either party null and void.
18. **LIABILITY PROTECTION.** The Board shall maintain a liability insurance policy with the Administrator covered as an insured subject, however, in all respects to the rules, regulations and contractual provisions, including eligibility, of the carrier/provider.
19. **COOPERATION.** The Board and the Administrator will work together for the benefit of the School District.
20. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement and understanding by and between the Board and the Administrator with respect to the employment of the Administrator and no representations, promises, contracts or understandings, written or oral, not contained in this document or its Addendums, 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 Administrator by the Board, are hereby terminated and shall be of no force or effect whatsoever subsequent to the execution of this Agreement. No change or modification of this Agreement shall be valid or binding unless it is in writing and signed by the Administrator and on behalf of the Board. No valid waiver of any provision of the Agreement, at any time, shall be deemed a waiver of any other provision of this Agreement at such time or at any other time.
21. **ENFORCEABILITY.** If any provision(s) of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, or becomes invalid due to legislative enactment, this Agreement shall continue in full force and effect without said provision(s). If any term of this Agreement is determined not to be legally enforceable as written, the provisions will be enforced to the extent permitted by law.

On behalf of **LAKE LINDEN-HUBBELL PUBLIC
SCHOOLS BOARD OF EDUCATION**

Dated: May 14, 2012

By: *Patricia A. Buxton*
President

Dated: May 14, 2012

By: *Lori J. Ambuehl*
Secretary

ADMINISTRATOR

Dated: May 15, 2012

By: *Craig A. Sundblad*
Craig Sundblad