

CONTRACT OF EMPLOYMENT

Superintendent of Schools

It is hereby agreed by and between the Board of Education of the Lakewood School District (hereinafter "Board) and Michael O'Mara (hereinafter "Superintendent") that pursuant the School Code of the State of Michigan, the Board in accordance with its action found in the minutes of its meeting held on the 28th day of March, 2011 has and does hereby employ Michael O'Mara as its Superintendent of Schools for a term commencing on July 1, 2011, and ending on June 30, 2016, according to the terms and conditions as described and set forth herein as follows:

1. POWERS AND DUTIES

Superintendent shall perform the duties of Superintendent of Schools as prescribed by the Revised School Code of the State of Michigan, by the rules and regulations of the State Board of Education, as may be established, modified, and/or amended from time to time by the Board, and as outlined below. The Superintendent shall also abide by and further the policies, rules, regulations, and directives of the Board. He will be responsible to the Board of Education for research prior to Board action and insure that all business be conducted in compliance with the laws as well as Board policies. He shall be expected to:

- Coordinate the total educational program and provide leadership in development and improvement of the districts educational environment;
- Carry out his duties in an ethical and legal manner;
- Be highly visible in the community;
- Demonstrate strong leadership ability;
- Hire all staff necessary to operate the school and assume final responsibility for the selection, assignment, dismissal, and evaluation of all personnel;
- Suspend a staff member for cause until the Board may consider the suspension;
- Supervise and direct the work of the teachers and other employees of the school district;
- Guide the process of fiscal planning and budget development;
- Expend district assets within the limits approved by the board of education;
- Regularly update the board, and community and other key stakeholders about district End Statements;
- Promote the District to all stakeholders;
- Direct staff negotiations with professional and nonprofessional personnel;
- Enforce and adhere to written policies and contractual agreements for employee compensation and benefits;
- Obtain board approval of any staff contractual changes;
- Ensure the District against liability to board members and/or staff and individuals engaged in business and/or activities on behalf of the district;
- Protect intellectual property, information and files from loss or damage;
- Facilitate continual improvement in curriculum, planning, school finance, personnel administration, collective bargaining and legislation;
- Classify and control the promotion of students;

- Make written reports to the Board and to the State Board annually and as otherwise required in regard to matters pertaining to the educational interests of the school district;
- Oversee the implementation and continual updating of the strategic plan of the district.
- Assist the Board in matters pertaining to the general welfare of the school and perform other duties which the Board may require;
- Put into practice the educational policies of the State and of the Board in accordance with the means provided by the Board.
- Attend each meeting of the Board, except certain executive sessions where the Board requires his absence;
- Serve as an ex officio member of any committee established by the Board, without voting rights.

The Superintendent shall have complete freedom to organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, which in his judgment best serves the District.

Superintendent represents that he possess, holds and maintains and will maintain all certificates, credentials and qualifications required by law to serve in the position of Superintendent of Schools. If at any time, the Superintendent fails to maintain all certificates, credentials and qualifications for the position of Superintendent of Schools as required herein, this contract shall automatically terminate and the Board shall have no further obligation.

2. CONTRACT PERIOD

The Board agrees to employ the Superintendent as Superintendent of its schools beginning July 1, 2011 to and including July 30, 2016.

3. TENURE EXCLUSION

The Superintendent shall not be granted continuing tenure in the administrative position or any other position to which he may be assigned by virtue of this contract.

4. EVALUATION

The Board shall evaluate the Superintendent in writing prior to March 31st of each year based upon mutually established End Statements. The evaluation shall be presented to and discussed with the Superintendent by the President of the Board. Before commencement of each year of this agreement, the Board and the Superintendent shall meet to discuss and determine the End Statements for said year, with the first discussion to be completed no later than June 1 of each contract year.

5. TERMINATION PROVISIONS

The Board shall be entitled to terminate this contract during its term in the event of the Superintendent's inability to perform the Superintendent's responsibilities for a period of ninety (90) consecutive days due to

mental or physical disability.

The Board shall be entitled to terminate the Superintendent's employment at any time during the term of this contract for good and just cause as determined by the board, 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 shall 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 Superintendent. At such hearing, he may have legal counsel at his own expense.

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. Non renewal shall be as prescribed under Section 1229 of the Revised School Code.

In the event of termination of employment during the term of this Agreement, this contract shall automatically terminate and the Board shall have no further obligation under this contract. This contract may be non-renewed at its conclusion at the discretion of the Board.

6. EXTENSION

After the initial term of this contract, the Board at its sole discretion may decline to extend this contract.

7. PROFESSIONAL GROWTH

The Superintendent may attend professional meetings and conferences at the state and local levels. He is expected to complete a conference request form prior to registration for any conference and obtain the signature of the presiding board president. Actual, necessary, receipted expenses of said meetings and/or conferences will be paid by the Board. National conferences must be pre-approved by the Board of Education.

8. PROFESSIONAL DUES

The Board shall pay the Association dues of the Superintendent for up to three (3) appropriate state and/or national education organizations.

9. MEDICAL EXAMINATION

The Superintendent agrees to have a comprehensive medical examination using a physician of the Superintendent choice within 45 days of hire and prior to June 30 every other year thereafter. A statement certifying to the physical competency of the Superintendent shall be submitted to the President of the Board and shall be treated as confidential information. The cost of said physical examination and reports, over and above that covered by his health insurance shall be paid by the district.

10. COMPENSATION

The Superintendent's base salary for the period July 1, 2011 to June 30, 2012 shall be \$115,820.00. Ninety

percent (90%) of the base salary shall be paid in equal bi-weekly installments during the applicable twelve-month period. The additional Annuity of \$4,000.00 will be paid in December of each year. The remaining ten percent (10%) of base salary shall be paid on performance as outlined below.

PAY FOR PERFORMANCE. The remaining base salary may be paid out in an annual monetary incentive to be renegotiated each year based upon the successful completion of duties and or End Statements as outlined in **Exhibit A** attached to this agreement. Base salary with Annuity shall be reviewed each year, based on satisfactory evaluations, achievement of End Statements, and the economic status of the District.

VOLUNTARY REDUCTION IN BASE PAY For the period July 1, 2011 to June 30, 2012, The Superintendent agrees to voluntarily reduce his base salary by 4% to offset a portion of the increased Michigan Public School Employees Retirement System (MPERS) rate increase. The reduction will be calculated from his pay for performance. The remaining base salary of 10% (\$11,582.00), less \$4,633.00 (4% of total salary). His performance pay would be calculated from a starting base performance amount of \$6,949.00

11. FRINGE BENEFITS

The Superintendent shall be entitled to Thirty (30) leave days annually, of which at least 20 days must be used. Any remaining days up to (10) will be paid at the daily pay rate at the end of each contract year. Annual leave days shall be paid days and shall be selected by the Superintendent during periods of time least disruptive to the operations of the District. The Superintendent will notify the Board President when five (5) or more consecutive annual leaves days are going to be used at any one time.

The Superintendent shall be paid for unused sick days at the rate of one-half (1/2) his daily pay rate for up to maximum of ninety (90) days for unused sick days at the time of retirement, resignation, or termination of employment, unless termination is for cause, at which point Superintendent shall not be paid for any accumulated sick days.

The Board will provide the Superintendent a benefit package which is provided to all other administrators. In addition, the Superintendent will be provided with a \$150,000 Life/AD&D policy at no cost to the Superintendent.

The Board shall provide full reimbursement to the Superintendent for tuition expenses upon successful completion of any course related to administrative responsibilities. This shall be limited to two graduate classes per year, not to exceed a total of \$3,000

The Superintendent shall be entitled to the following paid holidays: (Friday before Labor Day, Labor Day, Thanksgiving, the Day after Thanksgiving, Christmas Eve Day, Christmas, New Year's Eve Day, New Year's Day, Good Friday, Memorial Day, and Independence Day), during each year of this Agreement.

The Superintendent shall be provided a monthly automobile allowance of \$300.00 for use of his personal automobile in fulfilling his responsibilities within the district. Reimbursement for necessary business travel outside the district shall be at the current rate per mile in accordance with I.R.S allowances. The Board of

Education reserves the right to make adjustments in the travel and expense allowance benefits on an annual review basis in accordance with this contract.

12. SPECIAL PROVISIONS

A pager, cell phone, and/or other communication tools will be provided to the Superintendent.

The Superintendent shall maintain his primary residence in the boundaries of the Lakewood School District. It is understood and agreed that the underlying purpose of this provision is to ensure that the Superintendent maintains a sufficient presence and involvement in the local community so as to demonstrate a commitment to the concerns and welfare of the residents of the school district.

13. The Board agrees to pay the premium amount for 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 be not less than \$2,000,000.00. 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, if possible, prior to discontinuation. 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.

14. Superintendent shall be granted non-deductible paid leave days due to jury duty or court appearances which are connected with, or arise out of, his position as Superintendent of this school district. Any compensation received for jury duty or court appearances shall be remitted to the school district
15. If any provision of this Agreement becomes or is declared by a Court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provisions; provided, however, that no such severability shall be effective if it materially changes the economic benefit of the Agreement to any party.
16. This Agreement is executed on behalf of the school district pursuant to the authority granted as contained in the resolution of the Board adopted on March 28rd, 2011, the same being incorporated herein by reference.
17. Further, both parties hereby acknowledge that they have completely read the terms and conditions of this agreement, have had the opportunity to discuss the terms and conditions with their attorney or legal counsel, that they fully understand and voluntarily accept these terms, and that they have signed this agreement as their own free act and deed, and agree to be bound thereby.
18. This contract of employment contains the entire agreement and understanding by and between the Board and Superintendent with respect to the employment of the Superintendent and no representatives, 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 employment of the Superintendent is hereby terminated and shall hereafter be of no force or effect whatsoever. No change or modifications of this contract of employment shall be valid or binding unless it's in writing and signed by the Superintendent and by the Board. No waiver of any provisions of this contract shall be valid unless it's 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.

19. DISPUTE RESOLUTION

In the event of a dispute between the parties relating to and by 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 rule 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 their own Designation; however, each party shall be responsible for the cost of such respective Representation. Such matters must be filed within 180 calendar days of the alleged violation.

20. This agreement is executed on behalf of the School District pursuant to the authority granted under the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties hereto affixed their hands and seals this 25th day of May, 2011. Signatures indicate that all parties have been truthful in representing themselves. Discovery of intentional misrepresentation by the Superintendent or the School District's reliance on any misrepresentation by the Superintendent shall be considered a breach of contract.



Superintendent

5-25-11
Date



Board President

5-25-11
Date

as authorized by Board resolution
adopted _____.