

LELAND PUBLIC SCHOOLS CONTRACT OF EMPLOYMENT
School Superintendent

It is hereby agreed by and between the Board of Education of the LELAND PUBLIC SCHOOLS SCHOOL District (hereinafter "Board" or "School District") and JASON STOWE (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 18th day of June 2012, has and does hereby employ the Superintendent for a two (2) year period commencing on July 1, 2012 and ending on June 30, 2014, according to the terms and conditions of this agreement (hereinafter "Agreement" or "Contract") as described and set forth herein as follows:

1. Superintendent shall perform the duties of Superintendent as prescribed by the Board and as may be established, modified and/or amended from time to time by the Board. Superintendent acknowledges the ultimate authority of the Board with respect to his responsibilities and directions related thereto. Superintendent is subject to assignment and transfer to another administrative position of employment in the School District at the discretion of the Board.
2. Superintendent represents that he 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, the regulations of the Michigan Department of Education, and those required by the Board to serve in the position assigned. Superintendent agrees, as a condition of his continued employment, to meet all certification and continuing education requirements for the position assigned, as are and may be required by law and/or by the State Board of Education. If at any time 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. Superintendent agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Superintendent agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, Superintendent 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 Leland Public Schools and the Board during the entire term of this Contract. Superintendent agrees to devote substantially all of his business time, attention and services to the diligent, faithful and competent discharge of his duties on behalf of the School District to enhance the operation of the School District and agrees to use his best efforts to maintain and improve the quality of the programs and services of the School District.
4. Superintendent shall be paid at an annual (twelve month) salary rate of not less than NINETY-FIVE THOUSAND Dollars (\$95,000.00) in consideration of his performance of the duties and responsibilities of his position, in conformance with the requirements and expectations of the Board for the period commencing on July 1, 2012 and concluding on June 30, 2013. The annual salary shall be paid in twenty-six (26) equal bi-weekly installments beginning with the commencement of the fiscal/contract year (July 1 - June 30). The annual salary shall not be reduced during the term of this Contract. The annual salary for the subsequent year is subject to negotiation between the Board and Superintendent.

Superintendent will also be paid an annual auto allowance of FIVE THOUSAND Dollars (\$5,000.00).

As further remuneration for service, Superintendent will be paid an annual 403(b) annuity contribution by the Board in the amount of five percent (5%) of Superintendent's annual salary, rounded to the nearest one hundred dollars (\$100), in accordance with District procedures. This

reflects compensation for attendance at Board meetings, and other additional time required for the performance of the Superintendent's duties.

Should Superintendent be assigned or transferred to another administrative position, the salary paid shall be as established by the Board for that position.

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

5. Superintendent is employed on the basis of fifty-two (52) weeks of work per contract/fiscal year (July 1 through June 30) as scheduled by the Board. Superintendent shall be granted vacation time of 25 days per fiscal year, effective with the fiscal year commencing July 1, 2011.

Accrued vacation days must be used within thirty (30) days of the conclusion of the fiscal year in which they are originally earned. Superintendent may elect to receive compensation on a per diem basis for up to ten (10) of the accrued unused vacation days. Payment for such days shall not be eligible for contribution to the Michigan Public School Employees Retirement System and shall be paid either in cash or to a 403(b) annuity. 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. All scheduling of vacation is subject to the approval of the Board.

6. Superintendent's performance shall be evaluated by the Board not less than annually, on or before April 1st of the year under review - using multiple rating categories that take into account data on student growth as a significant factor. Copies of said evaluations shall be placed in the Superintendent's personnel file.

7. The Board shall be entitled to terminate the Superintendent's employment at any time during the term of this Contract when it determines that Superintendent has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if Superintendent materially breaches the terms and conditions of this Contract, or for other causes found to be sufficient by the Board 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.

In the event that the Board undertakes to dismiss Superintendent during the term of this Contract, he shall be entitled to due process, which shall include 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.

8. In the event of Superintendent's mental and/or physical incapacity to perform the duties of his office, he shall be granted an initial leave of ninety (90) work days for purpose of recovery. The Superintendent shall first exhaust any accumulated sick leave, personal leave and accrued vacation time, with the balance of the ninety (90) work day period to be unpaid. Health plan premium payments shall be made on behalf of Superintendent during this interval to the extent required by law. Upon utilizing leave under this provision, 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 Superintendent, it may require a second opinion, at Board expense.

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

If 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, Superintendent shall provide to the Board a fitness for duty certification from Superintendent'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.

9. 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 Superintendent for any subsequent period in any capacity, other than as a 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.

10. Superintendent shall submit to such medical examinations, supply such information and execute such documents as may be required by any underwriter, policyholder or third party Superintendent providing insurance programs specified under this Contract. Additionally, upon request of the Board, Superintendent shall authorize the release of medical information necessary to determine if Superintendent is capable of performing the essential job functions required by his assignment, with or without reasonable job accommodation(s). Any physical or mental examination or disclosure of such information required of 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.

11. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter(s), policyholder(s) and/or third party Superintendent(s), the Board shall make premium payments on behalf of Superintendent (and his eligible dependents) for medical, vision and dental plans as are available to other administrative or certified employees within the District, pursuant to Board of Education policy. Additionally, the Board shall make premium payments on behalf of Superintendent for a long term disability (LTD) plan designated by the Board and for term life insurance (provided that superintendent is insurable for such coverage) as available to other administrative or certified employees within the District.

Should Superintendent make a written election not to enroll in the health insurance coverage through the District, he shall be entitled to enroll in dental insurance, optical insurance and receive _____ Dollar (\$_____) term life insurance coverage (provided that Superintendent

is insurable for such coverage). Additionally, if health insurance coverage is waived, Superintendent shall be entitled to receive an amount equal to the difference between single subscriber premium for Blue Cross/Blue Shield Flexible Blue medical coverage and the premium rate for the dental, optical and term life insurance plans described immediately above. This amount shall be paid in accordance with the Plan administered by the District. Superintendent may elect to contribute such amount to a 403(b) annuity.

Superintendent shall contribute the amount of employee premium contributions which are required by law per month, as a condition to the Superintendent's participation and enrollment in the above insurance products and programs. The Superintendent hereby authorizes payroll deductions for the above amounts.

12. The Board reserves the right to change the identity of the insurance carrier, policyholder or third party Superintendent for any of the above coverages, provided that comparable coverage, as determined by the Board, is maintained during the term of this Agreement. The Board shall not be required to remit premiums for any insurance coverages for Superintendent and his eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder or third-party Superintendent. The terms of any contract or policy issued by any insurance company or third-party Superintendent shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. 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.

13. Superintendent is entitled to ten (10) paid holidays for the following holidays for which no service to the School District is required:

New Year's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Fourth of July	Christmas Day
Labor Day	New Year's Eve Day

14. Superintendent shall be allowed five (5) emergency paid leave days per Contract year for:

A. Attending to the serious injury or illness or death of an immediate family member, defined: as wife, child, sister, brother, parents, parents-in-law, stepparents, stepparents-in-law, grandparents, or any person residing with Superintendent for which he has direct care responsibilities.

B. Reasons other than the above – approval for such leave is solely at the discretion of the Board.

15. If Superintendent is absent from duty on account of personal illness or disability, he shall be allowed full pay for a total of twelve (12) days per Contract year. Any unused paid leave days hereunder shall be accumulated subject to the limitation of payment for unused paid days at the time of separation of service not to exceed ten percent (10%) of his daily base pay in effect in the year immediately prior to the separation.

16. Superintendent shall be allowed three (3) personal paid leave days per Contract year which must be used within thirty (30) days of the conclusion of the fiscal year in which they are originally received. Any unused paid leave days hereunder shall not be compensated.

17. Superintendent shall be eligible to be reimbursed for travel, meals and lodging in accordance

with per diem expense and reimbursement standards and procedures established by the Board. Superintendent shall be reimbursed per mile at the rate established by the Internal Revenue Service for the use of his personally owned or operated vehicle while on District business. Any expense to be incurred by Superintendent for travel outside of the geographical boundaries of the State of Michigan shall be submitted in advance for review and approval by the Board. Superintendent shall be required to present an itemized account of his reasonable and necessary expenses in accordance with direction of the Board or its designee.

18. The Board may approve the fees or dues for membership in appropriate professional organizations, upon request of the Superintendent.

Subject to prior approval by the Board, the Superintendent may attend appropriate professional meetings at the local, state and national levels and shall be reimbursed for any registration fees, tuition, travel, lodging, and/or reasonable meal expenses for himself in relation thereto not prepaid by the Board.

The Board will reimburse Superintendent for up to fifty percent (50%) of the tuition and related expenses incurred completing course work related to his position or duties at an accredited university or college in the State of Michigan.

19. The Board will defend Superintendent and indemnify and hold the Superintendent harmless from any and all claims, judgments, liabilities, costs and actual attorneys' fees, of a civil nature, but excluding criminal matters, arising from or relating to actions taken or decisions made in good faith and within this scope of his employment. Superintendent shall give the Board of Education notice of any claim for defense and indemnification promptly upon knowledge of any possible claim. The Board of Education will have the right to appoint the attorney and conduct the defense of any such claim. If, in the opinion of the Board of Education, Superintendent fails to fully cooperate in the defense of any claim, then this paragraph of the Agreement shall become null and void. This paragraph survives the termination and expiration date of this Contract.

20. This Contract contains the entire agreement and understanding by and between the Board and Superintendent with respect to the employment of Superintendent and no prior or concurrent representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect. All prior contracts or other agreements (written or oral) pertaining to, connected with, or arising in any manner out of the employment of Superintendent 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 Revised School Code pertaining to criminal records and criminal history checks.

No amendment to or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board reflected in its minutes, and signed by Superintendent and the President and Secretary of 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.

21. 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).

22. Superintendent agrees that any dispute, claim or suit arising out of Superintendent's employment with the Board must be filed no more than six (6) months after the date of the employment action that is the subject of the dispute, claim or suit. Superintendent 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) month 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 unreasonably 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 Agreement is executed on behalf of the Leland Public Schools pursuant to the authority granted as contained in the resolution of the Board adopted on June 18, 2012, 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.

Jason Stowe, SUPERINTENDENT

Date: _____, 2012

LELAND PUBLIC SCHOOLS BOARD OF EDUCATION

By _____
William B. Robinson
President

Date: _____, 2012

By _____
Dr. Peter Sneed
Secretary

Date: _____, 2012