



NEWAYGO COUNTY REGIONAL EDUCATIONAL SERVICE AGENCY
Educational Service Center, 4747 W. 48th Street
Fremont, MI 49412

SUPERINTENDENT'S CONTRACT

It is hereby agreed by and between the Board of Education (the "Board") of the Newaygo County Regional Educational Service Agency (the "NC RESA") and Lori Tubbergen Clark (the "Superintendent") that the Board does hereby make this Superintendent's Contract (the "Contract") with the Superintendent for a period of three years commencing **July 1, 2016** and ending **June 30, 2019**. Both parties agree that said employee shall perform the duties of the Superintendent of Schools for the NC RESA as prescribed by the laws of the State of Michigan and by the rules and regulations made thereunder by the Board.

WITNESSETH:

1. That, in consideration for her services, the Superintendent shall be paid by the Board an annual salary during each year of the Contract. The salary for the period from **July 1, 2016** to **June 30, 2019** shall be \$133,843. In addition, the Superintendent's compensation will also include an employer paid tax sheltered annuity allowance at a rate of 19% of Superintendent's yearly salary. Contributions to MPSERS fund to be included in administrative match. The salary for succeeding years may be renegotiated, but shall not be less than the **2016-2017** salary. That said Superintendent agrees to perform faithfully the duties of Superintendent of Schools and to serve as Executive Officer of the Board. The annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of other professional staff members in the NC RESA.
2. That the Board hereby retains the right to adjust the annual salary of the Superintendent during the term of this Contract, said salary adjustment not to reduce the annual salary below the amount of the **2016-17** salary. Any adjustment in salary made during the term of this Contract shall be in the form of an amendment and shall become a part of this Contract. It is provided, however, that by so doing it shall not be considered that the Board has entered into a new Contract with the Superintendent, nor that the termination date of the existing Contract has been extended. However, the Board may, by specific action, extend the termination date of the existing Contract.
3. In recognition of the Superintendent's continued employment with the NC RESA, the Superintendent shall receive an annual longevity payment of \$9,800.48 upon the Superintendent's completion of six (6) years of service as Superintendent of the NC RESA. This payment is to be made in lieu of the Retention Incentive benefit described in the Executive Administrative benefit schedule, which the Superintendent is not eligible for. Annual longevity payment(s) shall be paid through the last payroll of the fiscal year of the contract year just completed.
4. The Board, and the NC RESA intend that all items of compensation listed in the above paragraphs 1, 3 and 4 are remuneration for services performed by the Superintendent as an employee of the NC RESA and accordingly will be treated as "compensation" under the Michigan Public School Employees Retirement Act and will be included in the Superintendent's final average compensation as defined in the Act.

5. That the Superintendent shall not have tenure in any non-classroom capacity but shall be deemed to have continuing tenure as a classroom teacher only as provided in Section I, Article III of the Teacher Tenure Act for the State of Michigan.
6. That it is agreed that the Superintendent will furnish a valid and appropriate certificate to act as Superintendent of Schools in the State of Michigan should it be required by the State Board of Education, and that the Superintendent hereby agrees to devote her time, skill, labor, and attention to said employment during the term of this Contract provided, however, that the Superintendent, with prior written approval of the Board, may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations.
7. That the Superintendent will have complete freedom to organize, reorganize, and arrange the administrative and supervisory staff which, in her judgment, best serves the NC RESA; that the administration of instruction and business affairs will be lodged with the Superintendent and administered by her with the assistance of her staff; that the responsibility for selection, placement, and transfer of personnel shall be vested in the Superintendent and her staff subject to the duty of the Superintendent to report to the Board from time to time on such activities which shall also be subject to approval by the Board. Provided further that the Board, individually and collectively, will refer promptly all criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendation.
8. The Superintendent shall be required to own (or lease), maintain and operate an automobile for the purpose of any automobile travel required by the Superintendent to carry out her duties under this Contract. The School District shall pay the Superintendent, during the term of this Contract, Five Hundred Dollars (\$500) per month as reimbursement for expenses incurred by the Superintendent related to the owning, leasing, maintaining and operating of the automobile in Newaygo County. The Superintendent shall also be reimbursed at the IRS rate per mile for travel outside of Newaygo County that is necessary to perform her duties under this Contract. The Superintendent agrees to provide to the School District, on a monthly basis, written substantiation of the portion of the preceding month's automobile allowance and claimed out-of-county mileage reimbursement that are related to the performance of the Superintendent's duties under this Contract. The Superintendent further agrees and understands that the portion of any monthly allowance that is not substantiated shall be included in the Superintendent's taxable gross income.
9. That the Board shall devote a portion or all of one meeting, annually, to a discussion of the working relationship between the Superintendent and the Board, which discussion shall be part of the Superintendent's annual evaluation and accordingly, may be conducted in a closed session at the Superintendent's request.
10. That the Superintendent shall receive twenty-four (24) days' vacation annually exclusive of legal holidays and shall be entitled to such compensable and non-compensable leaves of absences, vacation periods, insurance benefits, and other fringe benefits as shall be the substantial equivalent of those granted by the Board to other administrative personnel of the NC RESA pursuant to the terms of such agreements as may be in force and effect between said personnel and the Board during the Contract period hereunder. The Superintendent shall have the option to be paid for up to five (5) vacation days per year at her per diem rate rather than take them as time off. In the event the Superintendent elects not to participate in the health insurance package provided by the NC RESA (as provided to other administrators in Benefit Schedule A), the Board shall still provide, at Board expense, Option B or equivalent coverages as provided to other administrators in Benefit Schedule A. The Superintendent

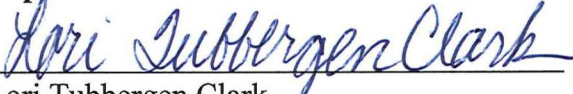
shall not be eligible for additional reimbursement for declining health coverages. In addition, the Superintendent shall have an annual physical at Board expense. The results shall be available to the Board President upon request.

11. That the Board, at the request of the Superintendent and when in accordance with the State statutes, shall withhold and transfer an amount of salary annually or monthly, said amount to be determined by the Superintendent, permitting the Superintendent of Schools to participate, if she so desires, in a tax-deferred annuity and/or deferred compensation program.
12. That the Superintendent shall attend appropriate professional meetings at the local and State levels, and may attend up to two national meetings per year, the expenses of said attendance to be incurred by the NC RESA in accordance with Board policy and practices and the Michigan Revised School Code, and recognizing however, that the Board may require the Superintendent to forego such meetings if needed in the Board's sole judgment.
13. That the Board shall review this Contract annually with the Superintendent, and shall on or before June 30 of each ensuing year, take official action whether or not it is extended and determine the compensation for the next year. If the Board takes no action, the Contract shall be deemed to have been renewed for an additional year.
14. The Board shall provide to the Superintendent a stipend of \$1,500 in addition to wages, fringes, and other compensation. This stipend is to assist the Superintendent with expenses such as contributions made for NC RESA employee dinners, receptions, and gifts, fund-raising solicitations; service club related costs; expenses for her spouse at school-related dinners, receptions, etc.; and other costs associated with performance of the NCRESA, State and national professional association(s) and community service functions, so long as reimbursement for such expenses is not prohibited by the Michigan Revised School Code. The stipend shall be paid annually at the beginning of each fiscal year and shall be disclosed as required by the Revised School Code.
15. That the Board shall notify the Superintendent in writing, no later than one year prior to the termination of the Contract, of the Board's then existing intent regarding renewal of the Superintendent's Contract with the Board, such intent to be as specific as possible at the time it is given but which shall not be binding upon the Board.
16. That this Contract is terminable at any time during its term for just cause. The "just cause" standard in this Contract shall be construed to be the same standard as required under applicable law (i.e., if an applicable statute provides that the standard for involuntary termination should be "arbitrary and capricious", then that standard shall apply). If during the term of this Contract, action is undertaken to terminate this Contract for just cause, the Board shall notify the Superintendent in writing of the reason(s) for the recommendation of termination. The Superintendent shall have the right, upon her request, to a public or private hearing before the Board concerning the recommendation for termination. The Board may receive such a request within ten (10) days of the Superintendent's receipt of the notice. If a hearing is requested, the hearing must be held before the Board acting on the recommendation for termination. The hearing need not be conducted using formal trial and evidentiary procedures, but the Superintendent will be given a fair opportunity to contest the recommendation for termination.
17. That the Board shall provide public liability insurance and errors and omissions coverage for the Superintendent to cover legal expenses in defense of claims and payment of judgments resulting from

her functioning as Superintendent, and will reimburse her for any portion of such expense and judgments not covered by insurance.

18. That the Superintendent shall be prohibited from engaging in conduct involving moral turpitude. The Board may void this Contract if the Superintendent violates the provision prohibiting conduct involving moral turpitude.
19. That the Superintendent shall fulfill all aspects of this Contract, any exception thereto being only by mutual consent of the Board and the Superintendent. Failure to fulfill the obligations agreed to in this Contract will be viewed as a violation of the administrators' Code of Ethics and will be reported by the Board to the appropriate State Association of School Administrators and State educational authorities.
20. That this Contract constitutes a complete expression of the terms of the employment between the Board and the Superintendent, and there are no other oral or written agreements or understandings between the parties concerning or affecting this employment relationship. This Contract shall only be modified or amended by subsequent written agreement signed by the Board and the Superintendent.

Superintendent



Lori Tubbergen Clark
Superintendent of Schools

**Newaygo County Regional Educational
Service Agency**

By: 

Its: President, Board of Education

By: 

Its: Secretary, Board of Education

Dated this 27 day of June 2016