



Walled Lake Consolidated Schools

Judy L. Evola, APR,
Director of Community Relations
and Marketing

Educational Services Center
850 Ladd Road, Building D
Walled Lake, Michigan 48390
Phone: 248.956.2017
Fax: 248.956.2120

July 13, 2016

Alexa Malesky
Mackinac Center for Public Policy
P.O. Box 568
Midland, MI 48640
Email: malesky@mackinac.org

Dear Ms. Malesky:

Per your Freedom of Information request dated July 6, 2016, attached is the contract for Mr. Gutman, Superintendent of the Walled Lake Consolidated School District.

It is important to note the Superintendent has taken nearly \$16,000 in concessions over the past three years.

2014-15 School Year:

- \$5,373 concession

2015-16 School Year:

- \$3,380 concession

2016-17 School Year:

- \$7,130 concession

If you have any questions, please do not hesitate to call me at 248-956-2017.

Sincerely,

A handwritten signature in black ink that reads 'Judy L. Evola'. The signature is fluid and cursive, with a long horizontal line extending to the right.

Judy L. Evola, APR
Director, Community Relations and Marketing

**WALLED LAKE CONSOLIDATED SCHOOLS
SUPERINTENDENT'S EMPLOYMENT AGREEMENT (MAY 2012)**

The Board of Education of the Walled Lake Consolidated Schools (the Board) and the Walled Lake Consolidated School District (the District) wish to employ Mr. Kenneth Gutman (the Superintendent) as the District's Superintendent of Schools.

The Superintendent wishes to serve the Board and the District as the District's Superintendent of Schools according to the terms of this Agreement. THEREFORE, IT IS AGREED:

1. Term. The Board and the District will employ the Superintendent from July 1, 2012 until June 30, 2017. Should the Board choose not to renew this Agreement at the end of its term; the Board will so notify the Superintendent in the manner required by Section 1229 of the Revised School Code. Otherwise, this Agreement will automatically renew for one more year.

2. Tenure. The Superintendent will not have or acquire tenure as Superintendent of Schools or in any other administrative or assigned capacity. The District's failure to continue the Superintendent's employment after the term of this Agreement, or re-employ him or her in another capacity, will not be considered a breach of this Agreement.

3. Qualifications. The Superintendent represents and warrants that he or she meets, and will continue to meet, at least the minimum qualifications and certifications required by the State of Michigan to serve as the District's Superintendent of Schools, including those required by Section 1246 of the Revised School Code. The Superintendent also represents and warrants that his professional and personal conduct during his tenure as the District's Superintendent of Schools will reflect the highest values of the District and the citizens of the communities it serves.

4. Duties. The Superintendent represents and warrants that he or she is able, and will continue to be able, to serve as the District's Superintendent of Schools in a competent and professional manner in compliance with applicable laws, policies and regulations adopted by the Board and as otherwise directed by the Board. The Superintendent will serve as the chief executive officer of the District. The Superintendent will be entitled to present his or her recommendations to the Board on any subject under its consideration and serve as an ex officio member of any committee established by the Board, excluding any committee established to investigate or evaluate his or her performance or any alleged conflict of interest or misconduct on his or her part. The Superintendent may, subject to Board approval, select, transfer, organize or reorganize District personnel, including administrative and supervisory personnel.

5. Salary and Other Compensation. The Superintendent's base salary for the period July 1, 2012 until June 30, 2013 will be \$196,852.00, paid in equal installments over the course of the year. Subject to a satisfactory evaluation by the Board pursuant to paragraph 10 of this Agreement, the Superintendent's base salary for the remaining years of this Agreement will be according to a step schedule adopted by Board resolution. The Superintendent will also receive the following additional compensation:

- A. TSA Contribution. For each full school year he or she is employed as the District's Superintendent, the District will contribute, on his or her

behalf, \$11,500.00 into the District's Tax Sheltered Annuity Plan (TSA Plan), on or before June 30. The Superintendent may also elect to contribute a portion of his or her base salary to the TSA Plan. In no event will the annual total contribution to the TSA Plan on the Superintendent's behalf exceed the applicable contribution limitations established by the Internal Revenue Code.

6. Fringe Benefits. The District will provide the Superintendent the following fringe benefits:

- A. MPERS. The District will assume the full costs of contributions to the Michigan Public Employees Retirement System, as required by law.
- B. Insurance.
 - (1) The same fringe and health and other insurance benefits provided to members of the Walled Lake School Administrators' Association (WLSAA);
 - (2) The District will pay the premium for a long term disability (LTD) policy for the Superintendent, with a thirty day elimination period, that will provide the Superintendent with a benefit level equal to 70% of the Superintendent's then current base salary to a maximum of \$14,000.00 per month, subject to the policy's terms and conditions; and,
 - (3) The District will pay the premium for a term life insurance and accidental death and dismemberment policy for the Superintendent, with a benefit level no greater than \$400,000.00, subject to the policy's terms and conditions.
- C. Vacation. The District will provide the Superintendent 27 paid vacation days per school year, exclusive of legal holidays, subject to prior written notice to the Board's President, of which the Superintendent may accumulate no more than 20 unused vacation days per school year and no more than 20 unused vacation days during the entire period of his or her service as Superintendent of Schools. The Superintendent will notify the District's business office, in writing and no later than July 30 following each school year, of any unused vacation days from the previous school year and, in the absence of such notification, will be deemed to have used all vacation days available to him.
- D. Sick, Personal Business and Bereavement Days. The District will provide the Superintendent with 12 sick and five personal business days per school year. The Superintendent will notify the District's business office, in writing and no later than July 30 following each school year, of unused sick and personal days from the previous school year and, in the absence of such notification, will be deemed to have used all sick and personal days available to him. Upon the termination of the Superintendent's employment with the District for any reason, except

termination by the Board or the District for reasonable and just cause, the District will pay the Superintendent for no more than 50 unused sick and personal days at a rate equal to his base salary divided by 240. Separately, the District will provide the Superintendent with reasonable bereavement leave, upon notice to the Board's President.

- E. Technology. The District will reimburse the Superintendent for the reasonable cost of a computer and printer to enable him to communicate effectively with District offices and school personnel outside his ordinary business hours. The District will also reimburse the Superintendent for costs incurred reasonably maintaining and updating said computer and printer. For the same reason, the District will provide the Superintendent with a cellular telephone for business and personal use.
- F. A monthly stipend of \$1,000.00 for the one vehicle the Superintendent uses for District-related travel.

7. Expenses. The District will reimburse the Superintendent for reasonable and necessary expenses incurred on District business upon his or her presentation of itemized expense statements.

8. Other Work and Interests. The Superintendent will not accept any outside work or employment during the term of his or her services as Superintendent of Schools. The Superintendent will not continue or acquire any business or other interests that interfere with his or her performance of his or her duties to the Board and the District.

9. Professional Development. The District will pay, or reimburse the Superintendent, for reasonable and appropriate professional organizations and activities for which he or she has obtained advance Board approval.

10. Evaluation. The Board will evaluate the Superintendent's performance, in writing, on or before February 20 of each year. The Superintendent will remind the Board of its duty to evaluate his or her performance by so notifying the Board President, in writing, on or before January 10 of each year of this Agreement. After the evaluation is completed, the Superintendent will, upon request, be provided an opportunity to meet with the Board to discuss the evaluation.

11. Indemnification. The District will defend and indemnify the Superintendent in the event he or she becomes a party or is threatened to be made a party to any threatened or pending civil action for acts or omissions within the scope of his or her employment as Superintendent of Schools. The Superintendent will immediately notify the Board and the District of any request for defense or indemnification. The Board and the District have the right to conduct the defense of any civil action for which the Superintendent requests defense or indemnification and the Superintendent will fully cooperate with the Board and the District in such defense. This paragraph survives the expiration of this Agreement.


12. Resignation or Termination. The Superintendent may terminate this Agreement during its term upon 180 days notice to the Board. The Board or the District may terminate this Agreement during its term for reasonable and just cause, without further obligation or liability to the Superintendent for salary, remuneration or fringe benefits.

13. Limitations of Actions. The Superintendent and the District agree that any claim, demand or cause of action arising from or relating to the Superintendent's application, employment or termination must be asserted and filed no later than 180 calendar days from the date on which the claim, demand or cause of action accrues or no later than 180 days from the termination of the Superintendent's employment, whichever is sooner (unless the applicable limitations period is shorter, in which case the shorter limitations period will apply). The Superintendent and the District agree to waive any longer limitations period.

14. Waiver of Breach. The Board and the District will not waive any breach of any provision of this Agreement except in writing. Such a waiver will not waive future breaches.


15. Entire Agreement. This Agreement is the parties' entire agreement and supersedes any other prior or contemporaneous agreement, written or verbal. This Agreement may not be modified or rescinded except by another written agreement, signed by both parties and approved by the Board in a public meeting.

SUPERINTENDENT




Mr. Kenneth Gutman
Date: May 17, 2012

BOARD OF EDUCATION OF THE
WALLED LAKE CONSOLIDATED
SCHOOL DISTRICT

By: 

Ms. Kathy Lyall, Its President

Date: 5/17/2012

By: 

Ms. Denise Bither, Its Secretary

Date: 5/17/2012

**FIRST AMENDMENT TO
SUPERINTENDENT'S EMPLOYMENT AGREEMENT (JULY 2014)**

The Board of Education of the Walled Lake Consolidated Schools (the Board), the Walled Lake Consolidated Schools (the District) and Mr. Kenneth Gutman (the Superintendent) are parties to an employment agreement dated May 17, 2012 (the Agreement). The Board, the District and Superintendent wish to amend the Agreement as set forth in this Amendment. THEREFORE, IT IS AGREED:

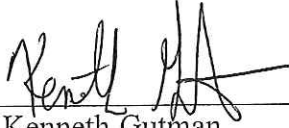
1. Term. The Board and the District will employ the Superintendent until June 30, 2019. The term of the Agreement will be extended for an additional school year for each year in which the Board's evaluation of the Superintendent (Agreement, ¶ 10) is "effective" or "highly effective." In the event Section 1249 of the Revised School Code, MCL 380.1249, is amended so that the categories "effective" and "highly effective" are no longer used, the Board and the Superintendent may negotiate a corresponding and mutually agreeable revision to this paragraph of the Amendment.

2. Salary and Other Compensation. The Superintendent's base salary for the 2017-2018 school year will be 2.5% higher than his base salary for the 2016-2017 school year. The Superintendent's base salary for the 2018-2019 school year will be 2.0% higher than his base salary for the 2017-2018 school year.

3. Fringe Benefits. The Superintendent will receive a stipend of \$500.00 per month for months during which he waives the health insurance benefits referenced in paragraph 6. B. (1). of the Agreement.

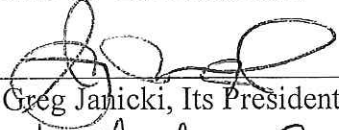
4. Effect of Amendment. Except as specifically modified by this Amendment, the Agreement will remain in full force and effect.


SUPERINTENDENT



Mr. Kenneth Gutman
Dated: 6-23-14

BOARD OF EDUCATION

By: 

Mr. Greg Janicki, Its President
By: 

Ms. Kathy Lyall, Its Secretary

Dated: 6-30-14