

SUPERINTENDENT'S EMPLOYMENT CONTRACT

THIS AGREEMENT, between the SPRING LAKE PUBLIC SCHOOLS BOARD OF EDUCATION (hereinafter "Board") and DENNIS FURTON (hereinafter "Superintendent"), is made and entered into with respect to Superintendent's employment by the Board. The Board and Superintendent agree as follows:

1. Term. This Agreement covers Superintendent's employment by the Board for the three (3) year period from July 1, 2016 through June 30, 2019.
2. Assignment and Qualifications.
 - (a) Superintendent shall serve as the Spring Lake Public Schools' (hereinafter "District") Superintendent of Schools.
 - (b) Superintendent represents that he possesses and will maintain all certificates, credentials, and qualifications required by law and/or regulation, including those promulgated by statute or by rule or regulation of the Michigan Department of Education or the Board, to serve as the District's Superintendent of Schools. Superintendent further agrees, as a condition of continued employment, to maintain such credentials as are consistent with standards established by the North Central Association and to satisfy such continuing education requirements as may be required by law and/or by the State Board of Education.
3. Non-Tenure. Superintendent shall not gain tenure in his position as Superintendent of Schools or in any other administrative position or capacity with the District.
4. Duties. Superintendent shall faithfully and conscientiously perform all duties and responsibilities as may be required of him, as the District's Superintendent of Schools, by The Revised School Code (as amended), by any other applicable law, rule or regulation, and by such policies and/or directives as may be reasonably adopted or issued by the Board. Superintendent shall act as an advisor to the Board on all matters concerning the District's administration and shall apprise the Board of administrative action taken on its behalf. Superintendent shall recommend to the Board such policies and/or programs as are believed to be in the best interests of the District and its students, and shall implement, or cause to be implemented, such policies and/or programs as are approved or adopted by the Board. Superintendent shall, in all regards, perform the duties and responsibilities incumbent upon him as the chief executive officer of the District in a diligent and good faith manner.
5. Compensation: For services performed by Superintendent pursuant to this Agreement, the Board shall compensate Superintendent in the amounts and in the manner prescribed below:
 - (a) Salary: The Board shall pay Superintendent a base annual (i.e. July 1 through June 30) salary of: \$147,811 payable in twenty-six (26) regular installments per year.

(Upon Superintendent's attainment of a doctorate degree [i.e. PhD], however, Superintendent's base annual salary shall thereafter be increased by \$2,500 per year and such increase shall be pro-rated for any partial year).

- (b) Tax-Deferred Annuity: The Board shall, during each year of this Agreement (i.e. July 1 through June 30), pay directly into a tax-deferred annuity (of Superintendent's choosing) on Superintendent's behalf and for Superintendent's benefit the sum of: \$10,612.

6. Paid Time Off. As further remuneration for services performed, Superintendent shall earn and may use paid time off ("PTO") in accordance with the following terms and conditions:

- (a) Superintendent shall be entitled to thirty (30) working days of PTO per year (July 1 through June 30). Earned but unused PTO may be carried over from one year to the next and may be accumulated up to (but not exceeding) sixty (60) working days. Upon termination of this Agreement, however, Superintendent shall be paid for up to (but not exceeding) thirty (30) working days of his accumulated PTO.
- (b) Earned but unused PTO may be taken by Superintendent for any lawful purpose (e.g. vacation, personal leave, personal illness, family illness, etc.). Except for such use of PTO as may be required of Superintendent due to his documented medical need, Superintendent shall not in any year use more than thirty (30) working days of PTO during the period from August 15 through June 15. Except with respect to Superintendent's medically necessary use of PTO, all other PTO taken by Superintendent shall be in Superintendent's discretion at times which do not unduly interfere with his job performance.
- (c) Up to (but not exceeding) ten (10) working days of PTO per year (July 1 through June 30) may be taken by Superintendent in the form of extra pay (in lieu of taking or further accumulating PTO). As a condition of receiving such extra pay, however, Superintendent must make an irrevocable written election to "cash out" such PTO, and such election must be made in the year (July 1 through June 30) preceding the year during which the PTO will be earned and "cashed out" by Superintendent.
- (d) For purposes of this Agreement, any "cash out" of PTO (to the extent permitted above) or any payment for accumulated PTO (upon termination of this Agreement) shall be paid at a per diem rate, for each PTO day paid, which is equal in amount to the aggregate of Superintendent's base annual salary (at the time of payment) and his Board-paid annuity (for the year in which the payment occurs), divided by two hundred twenty-four (224). All other PTO "used" (i.e. time taken off) by Superintendent shall be paid at Superintendent's then-current salary rate.
- (e) Superintendent shall, on a monthly basis or at such other intervals as the Board may require, provide the Board President and the District's Business Manager with appropriate written documentation of his use of any PTO available to Superintendent pursuant to this Agreement.

7. Paid Holidays. As further remuneration for services performed, Superintendent shall receive the following duty free paid holidays: Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day, New Year's Day, and Memorial Day.

8. Benefits and Other Provisions. In addition to the foregoing compensation or remuneration for services rendered, Superintendent shall receive and/or be subject to the following:

- (a) Retirement Contribution. The Board shall, on behalf of Superintendent, contribute to the Michigan Public School Employees' Retirement System (MPERS), pursuant to the Public School Employees' Retirement Act, such amounts (exclusive of MIP contributions) as are required of it by law.
- (b) Group Insurance. The Board shall provide Superintendent and his eligible dependents with such group health, dental and vision insurance as is provided by the Board to its administrative staff in general. The Board shall also provide Superintendent with such group long term disability and term life insurance as is provided by the Board to its administrative staff in general. All such group insurance coverage shall be subject to such terms and conditions as the Board and/or the insurance program(s)/provider(s) may prescribe.
- (c) Supplemental Life. In addition to such group term life insurance as is provided to Superintendent pursuant to Paragraph 8(b) above, the Board shall provide Superintendent with such supplemental term life insurance as may be required to cause Superintendent's overall Board-paid term life insurance to be in an amount equal to one and one-half (1-1/2) times Superintendent's base annual salary.
- (d) Mileage. When Superintendent is required to use his personal vehicle for District business, the Board shall reimburse Superintendent at the rate determined by the Board, but not less than the maximum rate (per mile) allowed (without taxation) by the Internal Revenue Service. Such reimbursement shall be made upon receipt of such documentation as the Board may reasonably require.
- (e) Memberships and Professional Organizations. The Board shall pay Superintendent's fees and costs for membership in the American Association of School Administrators, the Michigan Association of School Administrators, the Spring Lake Rotary Club, and such other appropriate organizations or affiliations (if any) as may be approved by the Board.
- (f) Expense Reimbursement. Such expenses as may be reasonably and appropriately incurred by Superintendent, on behalf of the Board or the District and in his capacity as the District's Superintendent of Schools, shall be reimbursed to Superintendent upon receipt of such documentation as may be required for such reimbursement in accordance with Board or District policy and practice.
- (g) Continuing Education. The Board shall partially reimburse Superintendent for the tuition and fees incurred by Superintendent, during the course of his employment, upon his successful completion of post graduate course work which is relevant to Superintendent's position and the performance of his job responsibilities. In the absence of Board approval to the contrary, such reimbursement shall be limited to seventy-five percent (75%) of the tuition and fees per course, for not more than two (2) courses per year. Such reimbursement

shall be further limited to the level of tuition and fees charged by Central Michigan University.

9. Outside Activities. Superintendent shall devote his full working time, skill, effort and attention to the performance of his duties and responsibilities as the District's Superintendent of Schools; provided, however, that Superintendent may serve as a consultant to other school districts or educational organizations, and may engage in reasonable lecturing, teaching, writing and/or related activities, if (but only if) such outside activities are of short duration and do not interfere with the full and satisfactory performance of Superintendent's duties and responsibilities. If Superintendent receives compensation or an honorarium for any such outside activity, it may only be undertaken outside Superintendent's expected work schedule or during Superintendent's paid time off. The Board shall not be responsible for any cost or expense attendant to Superintendent's performance of such outside activities.

10. Medical Examination. Superintendent shall, if requested by the Board, have a comprehensive medical examination once each year to ensure Superintendent's ability to perform the essential functions of his job as Superintendent of Schools. Such examinations shall be by a physician or physicians mutually acceptable to Superintendent and the Board, and shall be at Board expense. Superintendent consents to the release and disclosure of the medical examination record or report to the Board President; and Superintendent agrees to authorize and direct the physician(s) and/or other health care providers involved with his examination to provide the Board President with the examination record or report. Said medical record or report shall be treated as confidential.

11. Evaluation. The Board shall formally evaluate Superintendent's performance not less often than once each calendar year; and such evaluations shall generally be conducted prior to January 1.

12. Renewal. Non-Renewal and Termination. This Agreement shall be subject to renewal, non-renewal, or termination as follows:

- (a) Renewal. The Board shall annually consider, prior to April 1, renewing or extending this Agreement (i.e. reissuing it for a new three-year term) on such terms as may be mutually agreeable to the Board and Superintendent.
- (b) Revised School Code. This Agreement shall be subject to automatic renewal, and to non-renewal, in accordance with Section 1229 of The Revised School Code.
- (c) Termination. This Agreement may be terminated prior to its expiration as follows:
 - (i) At any time upon mutual written agreement between the Board and Superintendent;
 - (ii) By either party, at any time, upon six (6) months' prior written notice to the other party;
 - (iii) In the event Superintendent becomes unable, by reason of illness, injury, disability or otherwise, to perform all (or substantially all) of his material duties and responsibilities for sixty (60) or more work days in any consecutive twelve (12) month period, then and in such event the Board

may, at its option, terminate this Agreement; provided, however, that this provision shall not be construed to deny Superintendent any rights he may have under the Family and Medical Leave Act; and

- (iv) This Agreement may be terminated by the Board at any time for just and reasonable cause. Furthermore, because Superintendent is prohibited from engaging in any conduct involving moral turpitude, the Board may void this Agreement in the event of such conduct.

13. Longevity Payment. If Superintendent remains employed pursuant to this Agreement through June 30, 2017, and if Superintendent then enters into a new employment contract with the Board as the District's Superintendent of Schools for an additional three (3) year period (i.e. for the period from July 1, 2017 through June 30, 2020), then and in such event Superintendent shall receive a longevity payment in the gross amount of Ten Thousand Dollars (\$10,000) payable in equal annual installments over the three (3) year term of said new employment contract.

14. Entire Agreement. This Agreement, including the Addendum (if any) attached as Exhibit A, represents the entire agreement between the Board and Superintendent and supersedes any and all previous understandings or agreements (whether oral or written) between them.

15. Miscellaneous. The rights and obligations of the parties under this Agreement shall not be assignable. The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by that party. This Agreement may be amended, but only in writing approved and signed by the parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. The headings or captions used in this Agreement are for purposes of convenience only and shall not be construed to alter, modify or be a part of the Agreement's terms. The various provisions of this Agreement shall be deemed to be severable, so that if any provision is lawfully determined to be invalid or unenforceable, such determination shall not affect the validity and enforceability of the Agreement's remaining provisions.

IN WITNESS WHEREOF, the Superintendent
has executed this Agreement this
_____day of _____, 2016.

IN WITNESS WHEREOF, the Board's
authorized officers have executed this
Agreement, on behalf of the Spring Lake
Public Schools Board of Education, this
_____day of _____, 2016.

Dennis M. Furton

Paul Aldridge, President

Curt Theune, Secretary