

# PERRY PUBLIC SCHOOLS

## ADMINISTRATOR CONTRACT OF EMPLOYMENT: SUPERINTENDENT

This Contract of Employment, hereinafter "Contract," is entered into and effective this first day of July, 2012, by and between the Board of Education of the Perry Public Schools, hereinafter "Board," and James A. Lockwood, hereinafter "Administrator," pursuant to the action of the Board found in the minutes of its meeting of February 27, 2012 authorizing the employment of Administrator, according to the terms and conditions hereinafter set forth:

1. **TERM OF EMPLOYMENT:** Pursuant to MCL 380.1229(2) of the Revised School Code, the Board hereby employs Administrator for the period commencing on July 1, 2012, and ending on June 30, 2013, subject to and in accordance with the other provisions of this Contract.
2. **DUTIES AND RESPONSIBILITIES:** The Board shall assign Administrator to an administrative position and specify the duties and responsibilities of the position. During the term of the Contract the Board may reassign Administrator to another administrative position and/or change, modify, add or delete duties and responsibilities of Administrator's assigned position. During the entire term of this Contract, Administrator shall competently perform the duties and responsibilities of the position to which Administrator is assigned, as required by law and as may be established, modified and/or amended from time to time by the Board.

Administrator agrees to devote his talents, skills, efforts, and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position to which Administrator is assigned. Administrator agrees to faithfully perform those duties assigned and to comply with the directives of the Board with respect thereto. Administrator acknowledges the ultimate authority of the Board with respect to the duties, responsibilities, and directions related to the position to which Administrator is assigned. Further, Administrator 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 School District for which Administrator is responsible during the entire term of this Contract. Administrator pledges to use his best efforts to maintain and improve the quality of the operation of the School District and promote efficiency in all areas of his responsibility.

3. **QUALIFICATIONS:** Administrator represents that he possesses, holds, and will maintain all certificates, credentials, and qualifications required by the Board, to serve in the position to which Administrator is assigned.
4. **TENURE EXCLUSION:** Administrator is hereby expressly excluded from acquiring tenure in any administrative position to which Administrator is assigned and Administrator shall not have or acquire tenure in any capacity other than that of a classroom teacher as may be conferred by operation of law in accordance with the provisions of the Michigan Teacher Tenure Act, MCL 38.71, et seq.
5. **EVALUATION:** Administrator's performance will be evaluated by the Board in writing annually each school year during the term of this Contract, a copy of which shall be provided to Administrator. The Board shall review the performance evaluation of the Administrator prior to June 1 of the respective school year.
6. **COMPENSATION:** The Board shall pay Administrator at the annual salary rate of \$100,000 during the term of this Contract. The Board retains the right to review and adjust the salary rate. Any adjustment in salary made during the life of this Contract shall be made in the form of an amendment and shall become part of this Contract, but it shall not thereby be considered that the

Board has entered into a new Contract with the Administrator or that the termination date of the existing Contract has been thereby extended.

7. **WORK YEAR:** Administrator is employed on the basis of a 52-week work year (July 1 through June 30).
8. **BENEFITS:** Administrator shall receive fringe benefits as outlined in the 2011-12 school year Business Manager Contract.
9. **TERMINATION OF CONTRACT DURING ITS TERM:** The Board shall not arbitrarily or capriciously terminate Administrator's employment during the term of this Contract. This Contract shall be subject to termination by the Board at any time during its term for any material breach of the terms of this Contract and/or any other sufficient reason(s). Administrator shall be entitled to written notice of charges and a hearing before the Board on said reasons(s). Administrator shall have the right to representation by legal counsel of his choice at his expense. The hearing shall be public or private at the request of the Administrator. In the event a hearing is held, Administrator shall be provided a written decision describing the results of the meeting.

The foregoing standards and procedures for termination of this Contract during its term shall not be applicable to a decision by the Board not to renew or extend this Contract beyond the expiration of its term, which decision is at the discretion of the Board.

10. **TERMINATION UPON EXPIRATION OF CONTRACT:** This Contract will be terminated June 30, 2013.
11. **ENTIRE AGREEMENT AND UNDERSTANDING:** This Contract contains the entire agreement and understanding by and between the Board and Administrator with respect to the employment of Administrator and no representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect. This Contract supersedes and supplants all prior agreements pertaining to, connected with, or in any manner related to the employment of Administrator by the Board, which are hereby terminated and shall hereafter be of no force or effect whatsoever. No change or modification of this Contract shall be valid or binding unless it is in writing and signed by Administrator 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 any time nor a permanent modification or amendment to the terms of this Contract for any other event or situation that may thereafter arise.
12. **SEVERABILITY OF PROVISIONS:** If any provision of this Contract 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 in all other respects without said provision. If any of the terms of this Contract are determined not be legally enforceable as written, the provision will be enforced to the extent allowed by law.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Contract of Employment this 27<sup>th</sup> day of February, 2012, by affixing their signatures personally or by authorized representatives as follows:

**BY: THE BOARD**

**BY: ADMINISTRATOR**

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Charles Scovill, President

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James A. Lockwood

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Tracey Hammond, Secretary