

LAWRENCE PUBLIC SCHOOLS
Lawrence, Michigan

ADMINISTRATIVE CONTRACT

This contract of employment is entered by and between the BOARD OF EDUCATION OF LAWRENCE PUBLIC SCHOOLS, Van Buren County, State of Michigan (hereinafter referred to as the "BOARD"), and Gretchen Gendron (hereinafter referred to as the "ADMINISTRATOR").

1. The Board agrees to employ the Administrator in an administrative capacity as Superintendent for the term of 11-1-15 to 6-30-17. The Administrator agrees to serve the School District in the position, or in any position to which she may be assigned, and to faithfully perform the duties of her position to the satisfaction of the Board and in accord with the rules, regulations, policies, and educational programs of the Board and the laws and regulations of the State of Michigan.
2. The board shall evaluate the administrator annually not later than June 30th using multiple rating categories that take into account data on student growth as required by section 1249 of the revised school code (or its successor provision).
3. The Board shall not later than March 15th of each year during the term of this Contract, consider the extension of this Contract for an additional one-year period. If the Board determines to extend the contract, it shall adopt a specific resolution to offer such and an appropriate new contract of employment shall be issued to the administrator. This contract may be extended or non-renewed at the discretion of the board and in accordance with applicable provisions of the Michigan school code as in effect at the time of such non-renewal. Failure to notify the administrator in writing at least ninety (90) days before termination of this contract of the board's intent not to renew the contract will automatically result in a one (1) year extension of the contract.
4. The Administrator represents that she holds all certificates and other qualifications required by law and by the District for her administrative assignment and understands that it is her responsibility to maintain all such required certificates during the life of this contract or it shall become null and void and all obligations hereunder shall cease.
5. The Board agrees to pay the Administrator the minimum annual salary of \$92,800, for the performance of her duties under this Contract. The Superintendent salary shall start on November 1, 2015 for the 2015-2016 school year with subsequent payments to be made every other Friday. The Administrator will receive an annuity of \$4,000 payable by June 30, 2016. The payments for the 2016-2017 school year will begin in July 2016 with 26 payments to be made every other Friday. The Administrator will receive an annuity of 4,000 payable by June 30, 2017. The Board shall be authorized to make such payroll deductions as shall be required by law or authorized in writing by the Administrator in accord with Board Policy. Should administrator be assigned or transferred to a different administrative position, the salary paid shall be as established by the board for that position.

Consistent with section 1250 of the revised school code, in addition to the base salary as provided above, the board of education agrees to pay the administrator an unspecified yearly amount, to be set by the board, based upon the administrator's achievement of predetermined objectives and goals as agreed upon by the board and administrator prior to the start of each school year.

6. The Administrator agrees that she shall not be deemed to be granted continuing tenure in the position of Superintendent or in any capacity other than that of a classroom teacher (if the probationary period for tenure as a teacher is fulfilled) by virtue of this Contract or any employment assignment within the District. Nor shall the failure of the District to continue to re-employ such employee in any capacity, other than as a classroom teacher,

be deemed a breach of this Agreement or a discharge or demotion within the provisions of Michigan Teachers' Tenure Act.

7. In the event of administrator's mental and/or physical incapacity to perform the duties of her office, she shall be granted an initial leave of ninety (90) work days for purpose of recovery. The administrator shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the ninety (90) work day period to be unpaid. Upon utilizing leave under this provision, administrator 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 administrator, it may require a second opinion, at board expense.

If administrator is unable to or does not resume work at the conclusion of a leave taken under this paragraph, her 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, administrator shall provide to the board a fitness for duty certification from administrator'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.

8. The board shall be entitled to terminate the administrator's employment at any time during the term of this contract when it determines that administrator has engaged in any act of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency or if administrator materially breaches the terms and conditions of this contract, or for any other reason that is 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.

No discharge shall be effective until written charges have been served upon her and she shall have an opportunity for a fair hearing before the board after ten (10) business days, notice in writing. In the event of non-renewal at the conclusion of this contract, the termination shall be governed by applicable provisions of the school code of 1976 or successor provision.

9. Administrator shall submit to such medical examinations, supply such information and execute such documents as may be required by any underwriter, policyholder or third party administrator providing insurance programs specified under this contract. Additionally, upon request of the board, administrator shall authorize the release of medical information necessary to determine if administrator is capable of performing the essential job functions required by his/her assignment, with or without reasonable job accommodation(s). Any physical or mental examination or disclosure of such information required of administrator 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.
10. The Administrator is employed for a period of 12 months per year (245 days) as determined by the Board. The Administrator will be granted 18 vacation days per year, unused days may be carried over. There will be no payout on unused days at the end of employment with Lawrence Public Schools.
11. The District will purchase emergency, health, vision and dental insurance for the administrator. Administrator agrees that the board has the right to allocate administrator responsibility for a portion of the benefit plan costs for the insurance coverage specified above, as may be determined by the board, in its discretion. However, this

contribution shall not be less than the amount determined by the board to be necessary to comply with the publicly funded health insurance contribution act, 2011 pa 152. The board will notify administrator of the amount for which he/she is responsible in excess of the board paid benefit plan costs contributions. Administrator agrees that the amount of benefit plan costs contributions designated by the board as administrator's responsibility shall be payroll deducted from administrator's compensation. The administrator will be given sick leave absence benefits as granted the teachers under the collective bargaining agreement with the Lawrence Education Association. If the Administrator chooses not to receive insurance thru the District she can choose option C as stated in the teacher's contract. The Board will purchase Life insurance and Accident-Dismemberment insurance for the Administrator.

12. Upon retirement, if an employee qualifies under the Agreement for a sick day payout, the amounts as prescribed under the Agreement shall be contributed to the employees 403 (b) as a non-elective employer contribution. These non-elective employer paid contribution payments to the employees 403 (b) plan by the District will constitute tax-deferred payments under Section 403 (b) of Internal Revenue Code. Such payments will not exceed the applicable under the Section 415 (c) of the Internal Revenue Code. Should a payment exceed the limit, the balance will be paid in the following year as a non-elective employer paid contribution to the employees 403 (b) program. No cash option of excesses will be allowed.
13. Subject to express approval by the board, the fees or dues for membership in appropriate professional organizations shall be paid by the board. Subject to approval by the board, the administrator 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/herself in relation thereto not prepaid by the board.
14. If any provision of this contract is ruled illegal or unenforceable by a court of competent jurisdiction, the remainder of the contract not affected by the ruling shall remain valid and in effect
15. This contract is governed by and shall be interpreted in accord with the laws of the state of Michigan.

We, the parties to this administrator's employment contract, sign our names and execute this contract as of the day and year written in the opening paragraph.

FOR THE BOARD OF EDUCATION

BY THE ADMINISTRATOR:

President

Secretary