

**WHITMORE LAKE PUBLIC SCHOOL BOARD OF EDUCATION
WHITMORE LAKE, MICHIGAN**

**EMPLOYMENT CONTRACT
SUPERINTENDENT**

THIS AGREEMENT is made and entered into as of the July 1, 2016 between the Whitmore Lake Public School District ("District") and Thomas DeKeyser, as Superintendent ("Superintendent")("the Agreement").

WHEREAS, the Board of Education for the Whitmore Lake Public School District ("Board of Education"), at a meeting held on the 21st day of July, 2014 approved the initial employment of the Superintendent; and

NOW, THEREFORE, in consideration of the mutual promises contained in this contract, it is agreed between the parties, as follows:

1. **Term.** This Agreement shall take effect on the 1st day of July, 2016 and continue through the Thirtieth (30th) day of June, 2020 subject to extension and termination as provided in Paragraphs 4 and 5.
2. **Duties.** The Superintendent represents that he shall meet all Michigan requirements and hold all certificates necessary for employment by the District as Superintendent. The Superintendent agrees to perform the duties of Superintendent in a competent and professional manner in compliance with the laws applicable to the District and the policies and regulations adopted by the Board of Education. The Superintendent shall have charge of the administration of the schools under the direction of the Board of Education and the District. The Superintendent will act as an advisor to the Board on matters pertaining to school administration or the school district, and he will inform the Board of significant administrative action taken on its behalf. Should the superintendent also have to fill the role of a building level administrator, then the board may add compensation for the extra duty.
3. **Evaluation.** The Board of Education shall, annually by December 31 of each year, review with the Superintendent his performance as Superintendent, using a mutually agreed upon narrative evaluation process with mutually agreed upon goals and objectives as required by and in accordance with state law. A written copy of the evaluation shall be provided to the Superintendent within thirty (30) days of the evaluation. The Board agrees that all matters concerning the performance of the Superintendent will be brought to his attention promptly and discussed as appropriate at that time.
4. **Extension.** This Agreement may be extended either by option of the Board of Education or by operation of law, as follows:

A. **Board Option.** This Agreement shall be automatically renewed for an additional one-year period unless the Board of Education gives the Superintendent written notice of its decision to prevent this automatic renewal on or before December 31, 2016 and on or before each subsequent December 31 of each year that this Agreement remains in effect. The Board of Education in its sole discretion and with or without cause may decline to extend this Agreement for an additional year.

B. **Operation of Law.** The Board of Education shall provide the Superintendent with at least ninety (90) days' notice of non-renewal of this Agreement (i.e., prior to the final year of this Agreement) as required by State law. If written notice of non-renewal of this Agreement is not given at least ninety (90) days before July 1 of the final year (i.e., April 1), the Agreement shall be automatically renewed for an additional one (1) year period.

C. **Annexation.** Should annexation with any school district occur at any time during the term of this Agreement or any extension, Superintendent shall return to the previously held position of Whitmore Lake High School Principal or a district level position in the annexing school district with equal or greater compensation and benefits as provided for under this Agreement.

5. **Termination/Dispute Resolution.** This Agreement may be terminated by the Board of Education at any time during its term in the event of the Superintendent's death, retirement, voluntary resignation of employment, or for just cause. For purposes of this Agreement, termination for just cause shall mean: (a) the Superintendent engaging in misconduct or a violation of Board of Education policies or directives; (b) gross negligence, breach of this Agreement, fraud, dishonesty; or the Superintendent's conviction of a felony; (c) failure to satisfy the continuing education requirements established by the State of Michigan Board of Education.

The Superintendent shall be afforded an opportunity for a hearing before the Board of Education regarding termination if he desires. This hearing may be conducted in private session of the Board of Education at the option of the Superintendent. The Superintendent shall be permitted to attend this hearing with a legal representative of his own choosing at his personal expense.

In the event of a dispute between the parties relating to any provision of this Agreement, or a dispute concerning any of the parties' rights or obligations as defined pursuant to the Agreement, the parties hereby agree to submit such to binding arbitration. Such arbitration shall be conducted under the labor arbitration rules of, and administered by, the American Arbitration Association for labor disputes which shall include discovery and subpoena powers. Discovery shall be limited to that allowed under the Federal Rules of Civil Procedure. The arbitrator's fee and the expense of the American Arbitration Association shall be mutually shared by both parties. All parties are entitled to have representation of their own designation; however each party shall be responsible for the costs of such respective representation.

The Superintendent may terminate this Agreement by giving the Board of Education at least ninety (90) days written notice of resignation or upon mutual agreement. Upon receipt of a

notice of resignation from the Superintendent, the Board of Education will take immediate action to seek a replacement. Any notice of resignation given after July 1 of any fiscal year and intended to be effective prior to June 30 of such fiscal year need not be accepted for up to ninety (90) days after notice is received by the Board of Education, unless otherwise mutually agreed to in writing.

6. **Tenure Exclusion.** This contract does not confer tenure upon the Superintendent in the position of the Superintendent or any other administrative position in the District, except as otherwise provided herein.

7. **Compensation.** The District shall pay to the Superintendent an annual base salary of \$110,646 for the 2016-17 school year plus a tax deferred annuity in an amount equal to ten percent (10%) of annual gross base salary as a part of annual compensation. Compensation for the 2017-18 school year shall be \$113,412 plus a tax deferred annuity in an amount equal to twelve and one half percent (12.5%) of annual gross base salary. Compensation for the 2018-19 will be \$116,247 plus a tax deferred annuity in an amount equal to the average % compensation increase of the WLEA. Compensation for the 2019-20 will be an amount equal to the average % compensation increase of the WLEA. All subject to an effective or highly effective rating by the Board. The annual base salary shall be paid in twenty six (26) or twenty four (24) installments, which the Board chooses at its own discretion and without Superintendent approval. The Board retains the right to adjust the annual base salary during the continuation of the Agreement, but an adjustment shall not reduce the annual base salary and annuity below the figures stated above.

Additional Compensation: For the duration of this contract the Board agrees to compensate an amount of \$18,000 annually for extra duties associated with serving as the middle/high school principal. Should the Board agree to hire a permanent middle/high school principal, this compensation will terminate at the time of the start date of new personnel.

8. **Benefits.** During the term of this Agreement, the Superintendent shall receive health insurance and dental insurance benefits, bereavement, and personal days equivalent to those provided for in the Master Contract of the Whitmore Lake Education Association and vision benefits as provided to other administrators. In addition to such benefits, the Superintendent is entitled to the following benefits:

A. **Vacation.** The Superintendent shall have a total of twenty-five (25) days paid vacation each year during the term of this Agreement. A maximum of ten (10) vacation days can be paid annually in lieu of use of the vacation at a rate equal to the Superintendent's daily compensation.

B. **Life Insurance.** Subject to the terms and limitations contained in such policy, the District shall purchase Term Life Insurance equivalent to 3 (three) times annual base salary.

C. **Holidays.** The Superintendent will receive as a paid holiday, 5 scheduled non-student days during winter (Christmas Break) and the following days:

New Year's Day
Good Friday
Memorial Day
July Fourth
Labor Day

Thanksgiving Day
Friday after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve

D. **Sick Leave.** The District will pay the Superintendent at his current annual base salary rate for any individual, routine sick days and for the first ninety (90) days of any medically established short-term disability preventing him from performing the duties of his employment, less any amounts provided by the long-term disability insurance policy of the District covering administrators. This provision does not confer any right to pay in lieu of unused sick time.

E. **Professional Dues.** The District shall pay dues and professional fees of the Superintendent for the Michigan Association of School Administrators and the MASA region in which the District is located, the American Association of School Administrators, and the Association for Supervision and Development, as well as other appropriate affiliations as approved by the Board of Education.

F. **Merit Incentive.** In addition to the annual base salary set forth in Paragraph 7, during each year of this Agreement, the Board of Education may determine at its sole discretion that the Superintendent is eligible for a merit incentive payment based upon the successful completion of the goals and/or performance objectives mutually agreed upon during the Superintendent's annual evaluation or earlier, in any given year. The merit incentive payment, if any, shall be made no later than August 1 of each year. The amount awarded to the Superintendent, if any, shall not be a permanent adjustment to his base salary, and shall only be payable in that year.

G. **Long Term Disability Insurance.** Subject to the terms and limitations contained in such policy, the District shall provide the Superintendent with long-term disability benefits at a monthly benefit of not less than 66 percent of the Superintendent's annual base salary during periods of long-term disability.

H. **Cell Phone Stipend.** The District shall reimburse Superintendent an amount of \$100.00 during each month of this Agreement to cover expenditures related to the use of the Superintendent's cell phone or smartphone for business purposes.

9. **Miscellaneous Provisions.**

A. **Professional Improvement.** The District recognizes the value of attendance by the Superintendent at State and National conferences and meetings and agrees to pay costs associated with such meetings as approved by the Board of Education in the Annual Budget, upon submission of written receipts of all expenses. The Board of Education shall reimburse

the Superintendent for all continuing education credit, upon proof of successful completion of coursework.

B. **Expenses.** The District shall pay or reimburse the Superintendent for expenses incurred by the Superintendent in the continuing performance of his duties under this Agreement as permitted by State law and as approved by the Board of Education in the Annual Budget, provided that the Superintendent submits proper receipts or other proofs of all expenditures. The District shall reimburse the Superintendent in accordance with District policy at the then current IRS rate for all work related travel while using his personal vehicle.

C. **Indemnification.** The District agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all suits, countersuits, actions and legal proceedings brought against the Superintendent in his capacity, or in his official capacity as agent and employee of the district, provided the incident arose while the Superintendent was acting within the scope of his employment. The Board shall provide public liability insurance to cover legal expenses in defense of claims and payments of judgments resulting from his functioning as Superintendent and will reimburse him for any portion of such expense and judgments not covered by insurance. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

D. **Savings clause.** If any portion of this agreement is determined to be illegal due to conflict with State or Federal law, the remainder of the agreement shall remain in full force and effect. Further, this agreement does not constitute any obligations either written or implied for reemployment beyond the term set forth herein.

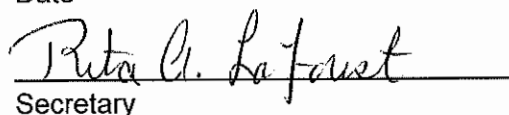
E. **Controlling Law.** This Agreement shall be interpreted and enforced under the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties have duly executed this Superintendent's Employment Agreement as of the day and year written in the opening paragraph.

For the Board of Education

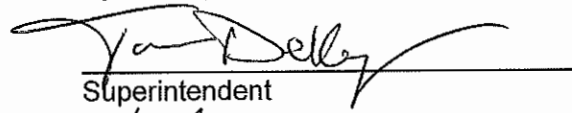

President

9-12-16
Date


Secretary

9-12-16
Date

By the Superintendent


Superintendent

9/13/2016
Date