

LAKEVIEW COMMUNITY SCHOOLS
Lakeview, Michigan
Superintendent's Contract

This Agreement, entered into the 1st day of July, 2021, between the Lakeview Community School's Board of Education, "Board" and **Kelly Nielsen**, "Superintendent."

TERM: The Board agrees to employ the Superintendent from July 1, 2021 to and including June 30, 2023. Unless the Board of Education gives written notice of non-renewal of this contract to the Superintendent by March 15, 2021, this contract will be automatically renewed for one year, per MCL 380.1229.

QUALIFICATIONS: The Superintendent represents she holds and will continue to hold all certificates and credentials required by law and by the District, now and in the future, to fulfill this administrative position.

PERFORMANCE OF DUTIES: The Superintendent agrees to perform the duties of Superintendent in a competent and professional manner subject to the established policies, regulations, and directives of the Board and the laws of the State. The Superintendent is expected to devote her full time and attention to her duties and will not enter into outside employment or business without the prior approval of the Board.

TENURE EXCLUSION: It is mutually understood and agreed that service as the Superintendent or in any other administrative position in the district does not qualify toward tenure in this or any other administrative position in the District.

TERMINATION FOR CAUSE: This contract may be terminated at any time for cause, including the incapacity of the Superintendent to perform her assigned responsibilities, beyond what might be reasonably accommodated under any other applicable disability laws. Reasons for such termination shall be given in writing and an opportunity to meet with at least a quorum of the Board shall be provided, if requested by the Superintendent.

EVALUATION: It is agreed that a Superintendent Evaluation System will be established no later than October 15 of each year of this Agreement. The Superintendent shall be allowed input on the procedure and substance of the evaluation. The Board agrees to complete the annual evaluation of the Superintendent no later than March 1 of each year.

ABSENCE FROM DISTRICT: When the Superintendent is on vacation, leave, or away from the District performing official duties, she shall have the authority to appoint another District administrator to act in her behalf while she is away. The Superintendent shall notify the Board President, in advance when possible, when she will be on vacation or leave. If the Superintendent cannot appoint an individual to act due to her own incapacity, the board president shall have the authority to designate another district administrator to act in the Superintendent's behalf until she is able to resume her duties.

COMPENSATION: The Board agrees to pay the Superintendent for her services in twenty-six (26) equal installments during each contract year. The salary for the 2021-22 contract year shall be \$102,000.00. **The salary for the second year of this contract shall be determined after completion of the 2021-22 evaluation.**

LONGEVITY: will be given as per the established Administrative schedule based on total service to the District. \$2,750.00

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SICK LEAVE: The Superintendent shall be credited with twelve (12) sick days per contract year. Any unused sick days may be accumulated into future years. The accumulated sick days may be used for illness in the immediate family. If the Superintendent retires through MPSERS from Lakeview Community Schools, unused sick leave days will be compensated at \$50 per day.

VACATION DAYS: The Superintendent shall be entitled to 30 working days of paid vacation, exclusive of Board recognized holidays, during each year of this Agreement. Such vacation period shall be with pay and shall be selected by the Superintendent during periods of time least disruptive to the operation of the District. The Superintendent shall take at least ten (10) days vacation per year and shall be entitled to carry a maximum of not more than ten (10) days to the next year with Board approval (maximum of 40 vacation days in any given year). Any other vacation days not used will be forfeited.

HOLIDAYS: Holidays shall be allowed as granted to other twelve (12) month employees.

INSURANCE BENEFITS: The Board shall provide to the Superintendent a comprehensive hospital, medical, and surgical insurance program with a prescription program, dental and vision for a full twelve (12) month period for the employee and her family and any other eligible dependents as defined by the District's insurance policy. The Board shall provide a cash option in lieu of health benefits in the amount of \$3,600 per contract year.

The employee will be responsible for twenty percent (20%) of the overall insurance premium, excluding dental and vision.

The Board shall provide to the Superintendent a Group Term Life Insurance Plan in the amount of \$50,000 that shall be paid to the employee's designated beneficiary. The plan shall include accidental death and dismemberment (AD&D).

The Board shall provide to the Superintendent Long Term Disability (LTD) Insurance provided she is eligible. Eligible employees are those employees who work more than 20 hours per week. Benefits shall be paid at 66 2/3% of salary up to a monthly maximum of \$5,000 and shall begin after the expiration of 90 consecutive calendar days.

These specific terms and conditions of these benefits will be governed by the terms of the actual policies or plan documents covering the benefits, as well as any State requirements that may be enacted during the term of this contract, including required health care premium contributions.

ANNUITY: A payment of \$1,000 per contract year will be paid to a board approved annuity fund designated by the Superintendent. This payment shall be deposited the same as other administrators.

EXPENSES: The Board shall reimburse the Superintendent for all reasonable and necessary expenses incurred by the Superintendent in the performance of her duties. Said expenses shall be presented to the Board for approval, in advance, when possible. The Superintendent shall provide receipts for all requested reimbursements.

The Superintendent will receive \$100 per month to defray the cost of transportation within the CSAA and MAISD areas. This payment will be taxable and paid with salary. For authorized travel outside these areas using the Superintendent's personal vehicle, actual mileage will be reimbursed at the IRS rate in effect at the time of the travel. Verification of the mileage and request for payment must be promptly submitted to the Central Office.

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The Superintendent will receive \$60 per month to defray the cost of cell phone service and/or Internet connectivity. This payment will be taxable and paid with salary.

PROFESSIONAL DUES: The Board will pay for the dues for professional organizations approved by the Board. The Board will approve at least one local, state, and national professional organization relevant to the Superintendent's responsibilities.

MEDICAL EXAM: The cost of a yearly medical examination, to the extent not covered by insurance, shall be paid by the Board.

PROFESSIONAL GROWTH: The Board shall reimburse the Superintendent for all reasonable expenses incurred for successful completion of all university course work required for continued certification or an advanced degree. The course work must be approved in advance by the Board. Reimbursement per credit hour shall not exceed the average cost of a graduate credit hour for in-state tuition for the University of Michigan, Michigan State University, and Western Michigan University.

ARBITRATION: Any and all disputes between the parties regarding the application or enforcement of this contract, including any claims of illegal discrimination or violation of state or federal statutes or constitutions, shall be resolved through submission to binding arbitration. Any claim for arbitration must be made to the other party, in writing, within ninety (90) days of the alleged violation. If the parties are unable to mutually agree upon an arbitrator, the matter shall be referred to the American Arbitration Association and processed in accordance with its rules and procedures for employment arbitrations. Either party may have legal representation in the proceedings. The Superintendent and the Board shall split any fees of the arbitrator but shall otherwise bear their own expenses for the arbitration, except as the arbitrator may allocate them pursuant to an applicable statute. The arbitrator shall have the authority to interpret external law, if applicable, and award any relief available under such applicable law, including attorney fees if available. The arbitrator shall have the authority to set discovery guidelines and issue subpoenas for documents or witnesses as he/she deems appropriate. The decision of the arbitrator shall be final and binding on both parties, absent fraud, evident bias or exceeding the granted authority. The award may be enforced in any court of competent jurisdiction.

COMPLETE AGREEMENT: This represents the complete agreement between the parties. There are no other agreements or understandings, oral or written, which induced the parties to enter this contract. Any modification of this contract must be made in writing and signed by the Board's authorized representative and the Superintendent.

Lakeview Community Schools

Superintendent

Edward J. Jonaitis, Board President

Kelly Nielsen, Superintendent

Date _____

Date _____