

LAWTON COMMUNITY SCHOOLS
SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

THIS CONTRACT between the **Lawton Community Schools Board of Education**, hereinafter referred to as the "Board", and Benjamin J. Bandfield, hereinafter referred to as the "Superintendent" or "Administrator", pursuant to Section 1229(1) of the Revised School Code of the State of Michigan, by Board action at a meeting held on the 7th day of April, 2021 employs Benjamin J. Bandfield as Superintendent according to the following:

WITNESSETH:

1. DUTIES:

The Superintendent agrees, during the period of this Contract, to faithfully perform his duties and obligations for the School District in a competent and professional manner in compliance with laws applicable to the School District and the bylaws, policies, and regulations adopted by the Board. He will act as an advisor to the Board on matters pertaining to the school administration of the School District, and he will inform the Board of significant administrative action taken on its' behalf. The Superintendent shall recommend, effect, or cause to be effected, the policies and programs of the Board. He will faithfully and diligently fulfill all the duties and obligations incumbent upon him as the executive head of the School District. The Superintendent agrees that he will accept no outside employment without the prior written permission of the Board.

CERTIFICATION:

The Superintendent shall furnish, and maintain for the duration of this Contract current certification as may be required by law and by administrative rules of the Michigan Department of Education, now and/or in the future, for the position of Superintendent of Schools. Such certification shall be maintained on file at the Business Office. Failure to maintain and keep current all required certification shall be sufficient cause for discharge under this Agreement.

2. TERM:

The Board agrees to employ Benjamin J. Bandfield as Superintendent of its schools from July 1, 2021 through June 30, 2024.

The Board shall review this Contract with the Superintendent annually, and shall, on or before February 28th of each ensuing year, take official action determining whether it is extended for an additional year beyond the current Contract date and notify the Superintendent of its action in writing. Any adjustment in salary made during this Contract shall be in the form of a written amendment and when executed by Superintendent and Board, shall become a part of this Contract. All other terms and conditions of this Contract shall remain unchanged. The Board in its sole discretion and with or without cause may decline to extend this Contract for an additional year.

This Contract may be renewed either by option of the Board or by operation of law, as follows:

- a. Board Option: The Board, no later than the 1st day of March during the final year of this Contract, may renew the Contract for an additional period of time. All other terms and conditions of this Contract shall remain unchanged unless mutually agreed upon by both the Board and the Superintendent.
- b. Operation of Law: Unless the Board gives written notice of non-renewal of this Contract to the Superintendent at least ninety (90) days before the Contract's termination date, this Contract will,

without further action, be automatically renewed for an additional one (1) year period as provided by Public Act 183 of 1979.

3. EVALUATION:

Annually, no later than the last day of December of each year during the term of this Contract, the Board shall review with the Administrator his performance as Superintendent. This evaluation process shall comply with Section 1249 of the Revised School Code and all applicable State laws. The Board agrees to allow the Superintendent meaningful input in the development of expected outcomes, goals, objectives and other criteria for the Superintendent's annual evaluation, and the development of the evaluation instrument. The Superintendent shall remind the Board of this responsibility in a timely manner. Consistent with Section 8(a) of the Open Meetings Act, the Board may meet in closed session for the formal annual evaluation and quarterly performance reviews.

4. TENURE EXCLUSION:

This Contract does not confer tenure upon the Administrator in the position of Superintendent or any other administrative position in the district.

5. PROFESSIONAL LIABILITY:

The Board shall maintain a professional errors and omissions insurance policy for the Superintendent while engaged in the performance of a governmental function and when acting within the scope of his authority. The terms of the errors and omissions insurance policy shall control the Superintendent's defense and immunity. The Board's sole obligation shall be limited to the payment of the premium amounts for the above errors and omissions coverage.

6. PROFESSIONAL GROWTH:

The Board recognizes that high-performing Superintendents continue to learn and develop their leadership practices, technical processes and knowledge in order to meet the complex demands of their jobs. The Board shall provide the Superintendent with paid membership in appropriate professional organizations (e.g., the American Association of School Administrators, the Michigan Association of School Administrators, and the MASA region in which the School District is located), and shall encourage his participation in appropriate conferences, programs, seminars, and other professional development programs as pre-approved by the Board or its designee.

7. COMPENSATION:

The Board agrees to pay the Superintendent for his services during each year of this Contract in equal installments as determined by the District pay policy, unless otherwise agreed to by the parties.

Compensation will consist of base pay and a Board paid tax-sheltered annuity.

The base pay shall be in the amount of One Hundred Twenty Six Thousand Dollars (\$126,000).

For the 2021-2022 school-year, the Superintendent shall receive 96% of the base pay, which is a salary of One Hundred Twenty Thousand Nine Hundred Sixty Dollars (\$120,960).

The percentage of base pay received as salary will increase by 2 percentage points for each year that the Superintendent's performance is rated as either Effective or Highly Effective on the State of Michigan Registry of Educational Personnel report until he achieves 100% of the base pay.

The Board paid tax-sheltered annuity shall be an amount equal to five percent (5%) of the annual salary to be paid by June 30th of each year. The annuity amount will increase by one percent (1%) each year until reaching a cap of nine percent (9%).

The amount of the salary and tax-deferred annuity shall be reviewed annually and are subject to upward revision by agreement of the parties. In no case will the sum of the salary and tax-sheltered annuity be lowered unless mutually agreed upon by both the Board and the Superintendent.

8. FRINGE BENEFITS:

The Superintendent is employed on the basis of fifty-two (52) weeks of work per fiscal year as scheduled by the Board. The Board shall provide the Superintendent with the following benefits, provided however, that they shall be prorated in the event he is not employed for the entire school year:

- A. Health, dental, vision and long-term disability insurance as provided to other administrative employees. The Superintendent shall contribute whatever premium contributions are required by law per month according to PA 152 of 2011, as a condition to enrolling and participating in the benefit plans referenced above. The Superintendent authorizes payroll deduction for his portion of the premium contribution.
- B. Term Life Insurance in the amount of \$170,000.
- C. Sick Days: Twelve sick days per year to be accumulated with a limit of 130 days. The Employee shall be paid 50% of the current per-diem daily BA 1 rate for accumulated sick days up to a maximum of 120 days and up to \$25,000 as follows. Upon official ORS retirement or resigning from employment in good standing and having reached a total of 80 years calculated by adding the employee's age and years of service with a minimum of 10 of those years employed by Lawton Community Schools. Resignation letter must be received by the Superintendent no later than May 1 of the intended departure year. Such sums shall be paid as an employer contribution to the employee's 403b account with a district-approved vendor.
- D. The Superintendent shall be entitled to three (3) personal business days per year, the fourth business day shall be charged against his sick days, one (1) unused business day may be carried over to the following year, not to accumulate to more than four (4) business days.
- E. Twenty (20) vacation days per Contract year. Five (5) vacation days may be carried over to be used in the first six (6) months of the next contract year. If they are not used, they will be eliminated.
- F. Consistent with the School District's calendar, the Superintendent is entitled to the following holidays for which no service to the School District is required: Labor Day, Thanksgiving and the day after Thanksgiving, Christmas Eve Day and Christmas Day (or the two days surrounding December 24 and 25 if they fall on a non-work day), New Year's Eve Day and New Year's Day (or the two days surrounding December 31 and January 1 if they fall on a non-work day), Good Friday (floating day if school is in session), Memorial Day, and Independence Day.
- G. A mobile phone with service paid in full by the District or a monthly reimbursement of \$50 for the Administrator's personal mobile phone.
- H. Mileage reimbursement for work related business travel outside of Van Buren County, Michigan at the current IRS mileage rate.
- I. Bereavement: As needed this time shall not be deducted from sick days in accordance with the LEA contract for personal bereavement.
- J. Graduate Credit Reimbursement will be up to three (3) graduate credits per year upon verification of successful completion of course(s) or equivalent.

The Superintendent shall notify the Board in advance of any conferences or leaves of absence extending beyond one work day.

The Superintendent shall record all sick, personal, vacation or any other days that he is not in attendance at his job on the district's absence management system.

9. FAMILY AND MEDICAL LEAVE:

The Superintendent shall be eligible for family medical leave per Board policy and the Family and Medical Leave Act. Applicable paid leave shall be concurrent with the Family and Medical Leave Act.

10. TERMINATION PROVISION:

The Board is entitled to terminate the Superintendent's employment at any time for just cause during the term of this Contract for any act of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if the Superintendent materially breaches the terms and conditions of this Contract or other reasons that are not arbitrary or capricious as determined by Board.

The foregoing standards for termination of this Contract during its term shall not apply to extensions of the Contract or to the non-renewal of this Contract at the expiration of its term, which decision is discretionary with the Board, with or without cause.

Termination of this Contract shall not be effective until written charges have been served upon him and he has an opportunity for a fair hearing before the Board after ten (10) days' notice in writing. Said hearing shall be public or private at the option of the Superintendent. At such hearing, he may have legal counsel at his own expense.

11. ARBITRATION:

In the event of any 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 this Agreement, the parties hereby agree to submit such to binding arbitration. Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within thirty (30) days of the occurrence giving rise to the grievance. Such arbitration shall be conducted under the rules of, and administered by, the American Arbitration Association. The arbitrator's fee and the expense of the American Arbitration Association shall be shared equally by the 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.

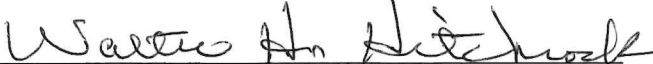
12. VOIDABILITY:

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 without said provision(s).

13. GOVERNING LAW: STATE OF MICHIGAN

This Contract is governed by and shall be interpreted in accordance with the laws of the State of Michigan.

Dated: April 7, 2021 
Benjamin J. Bandfield, Superintendent
Lawton Community Schools

Dated: April 7, 2021 
Walter H. Hitchcock, Board President
Lawton Community Schools