

BIG RAPIDS PUBLIC SCHOOLS

BIG RAPIDS, MICHIGAN

SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

THIS CONTRACT OF EMPLOYMENT entered into this first day of July, 2004, between the BIG RAPIDS PUBLIC SCHOOLS BOARD OF EDUCATION, Counties of Mecosta and Newaygo, State of Michigan, hereinafter referred to as the Board, and Thomas Langdon, a duly qualified teacher and Superintendent, hereinafter referred to as the Superintendent.

WITNESSETH:

1. CONTRACT PERIOD

The Superintendent is employed for a period from July 1, 2004 through June 30, 2007. Upon the request of the Superintendent, the Board shall review this contract annually on or before March 31st and, if the Board determines the contract should be extended for an additional year, it shall take official action on or before March 31st and notify the Superintendent in writing of its decision to extend this contract.

The Board of Education in its sole discretion and with or without cause may decline to extend this contract for an additional year.

2. DUTIES

The administrator agrees to faithfully perform the duties as Superintendent as may be assigned from time to time by the Board and such other duties as are required pursuant to the policies and regulations of the State of Michigan and the United States of America.

The Superintendent shall serve as the Chief Executive Officer and Chief Administrator of the Board. He shall be entitled to present his recommendations to the Board on any subject under consideration by the Board.

3. COMPENSATION

The Board agrees to pay the Superintendent for his services during each year of this contract in equal biweekly installments. The salary for the first year of the contract (i.e. July 1, 2004, through June 30, 2005) shall be an annual rate of ninety-six thousand five hundred dollars (\$96,500). The salary for the second year of the contract (i.e. July 1, 2005, through June 30, 2006) shall be an annual rate of ninety-nine thousand dollars (\$99,000). Beginning in June of 2006 and annually thereafter for each ensuing year of employment, the Board retains the right to adjust upward the annual salary of the Superintendent and agrees to review the Superintendent's total compensation package prior to June 30th of each ensuing year of employment. Any adjustments made during the life of this contract shall be in the form of a written amendment.

4. EVALUATION

On or before the regularly scheduled April board meeting of each year of employment, the Board and Superintendent shall meet in a regular or special meeting for the purpose of mutual evaluation of the performance of the Superintendent and for expressing recommendations and observations on how such performance may be improved.

The Superintendent shall submit to the Board a recommended format for this written evaluation and assessment of his performance within ninety (90) days of the effective date of this contract; and the Board shall meet and discuss the evaluation format with the Superintendent in an attempt to agree on the development of a mutually agreeable evaluation format. It is understood that the final decision regarding the evaluation format shall rest with the Board.

5. HOLD HARMLESS

In light of the unique nature of the professional duties of the Superintendent, the Board shall purchase insurance coverage for the Superintendent related to his employment by the Board designed to provide Superintendent with protection from liability related to Superintendent's employment. The defense and indemnity to which the Superintendent is entitled shall be solely dependent upon the terms of the insurance policy. The Board's obligation shall be limited to the payment of the insurance premiums.

6. FRINGE BENEFITS

Leave privileges, insurance, and other fringe benefits shall be as follows; provided however, that they shall be prorated in the event the Superintendent is not employed for the entire school year:

- a. It is understood that insurance benefits provided by the Board to the Superintendent are subject in all respects to the rules and regulations of the various insurance plans provided by the district.
- b. The Superintendent shall be entitled to twenty (20) working days vacation for each year of the contract. All unused vacation time from the first year of this contract year may be carried over to the next contract year. Thereafter, no more than five (5) days may be carried over to the next year unless otherwise approved by the Board. The Superintendent will be paid for unused vacation days upon termination of employment with the district; with such days to be paid at the current daily rate based on a work year of two hundred forty (240) days. When more than five (5) days of vacation are to be used at a time, the Superintendent shall mutually arrange for the scheduling of such vacation time with the Board President or next authoritative officer in the President's absence.

- c. Sick leave for the Superintendent shall include:
1. Ten (10) days per year will be granted to the Superintendent. Such days may accumulate to one hundred twenty (120) days.
 2. A sick leave bank of one hundred eighty (180) days shall also be established for the Superintendent. Sick days may be used from the bank with the approval of the Board and they do not have to be made up. If the Superintendent leaves the district for reasons of retirement, he will be paid an amount equal to the greater of the following:
 - a. Ten percent (10%) of accrued sick leave (excluding days in the sick leave bank) times the daily rate of pay.
 - b. Twenty percent (20%) of accrued sick leave days (excluding days in the sick leave bank) times the daily rate of pay up to a maximum of two thousand five hundred dollars (\$2,500).
- d. The Superintendent shall have the following ten (10) holidays: New Year's Eve Day, New Year's Day, Good Friday, Memorial Day (as observed), July 4, Labor Day, Thanksgiving Day, and the day after Thanksgiving, Christmas Eve Day, and Christmas Day. Should school be in session on any of the above days, e.g. Good Friday, the Superintendent shall not have that day as a holiday. No additional day shall be provided.
- e. Leave without loss of pay, chargeable against the Superintendent's sick leave or vacation days, shall be granted for death in the family. A maximum of five (5) days leave, may be used for each death in the immediate family (father, mother, wife, child, sister, brother, mother-in-law, father-in-law, or dependent of the immediate household residence).
- f. The Board will provide the Superintendent with insurance coverage similar, but at least equal, to that provided by the Board for other administrative professionals employed by the District; including insurance protection for dental and orthodontics, long-term disability, full-family health, vision coverage, and including the same plan for sharing savings on insurance on a "50-50" basis as offered to other administrators. During the term of this contract, the Board shall pay the annual premium for a two hundred fifty thousand dollars (\$250,000) term-life insurance policy selected by the Superintendent.
- g. The Board shall provide the Superintendent with vouchered expenses, such as meals and lodging, which are reasonable and in keeping with the duties of the Superintendent and his office. These expenses shall be reimbursed per Board policy at the approval of the President of the Board.

- h. Superintendent shall be reimbursed for travel on a compensation basis of two hundred fifty dollars (\$250) per month.
- i. If the Superintendent leaves the district after at least five (5) years of service to the district, he will be given a severance payment equal to ten percent (10%) of accrued sick leave times the daily rate of pay, up to a maximum payment of one thousand five hundred dollars (\$1,500).
- j. The Board shall pay the annual membership dues of the Superintendent for one (1) state and one (1) national professional education organization; and the annual membership dues to other organizations and associations upon the request of the Superintendent and with the prior approval of the Board.
- k. Annually, the Board shall provide the Superintendent with tax deferred compensation equal to six thousand dollars (\$6,000).

7. PROFESSIONAL GROWTH

- a. The Superintendent may attend appropriate professional education meetings at the local, state, and national levels and shall be reimbursed for his reasonable and necessary receipted expenses in connection with such meetings. Prior Board approval for meetings at the national level shall be required except for the annual conference of the American Association of School Administrators.
- b. The parties recognize that relevant courses of a continuing education nature, whether at a college, university, or otherwise, may be beneficial. The Board will reimburse the Superintendent for all courses necessary to satisfy the continuing education requirements established by Michigan law and regulations provided he receives a grade of "B" or better; with such reimbursement to cover tuition, books, and fees for courses approved by the Board through its Administrative Personnel Committee.
- c. The Superintendent agrees to and shall, during the term of this agreement, devote his time, attention, and energy to the position of the school district. However, he may serve as a consultant to other districts or other educational agencies or associations, lecture, engage in writing activities and speaking engagements, and engage in other activities which are of short-term duration at his discretion, keeping the President of the Board informed. When such outside activities require the Superintendent to be absent during regularly-scheduled hours, he shall use vacation leave to perform such activities and shall retain any honorarium paid to him. In no case will the school district be responsible for any expense related to the performance of outside activities.

8. HEALTH

Within the first six months of each contract year, the Superintendent shall have a physical examination conducted by a Michigan licensed physician. The Superintendent shall provide the Board President with a letter from the physician certifying that the Superintendent is physically fit to perform his job responsibilities. Upon request of the Board President, the Superintendent shall provide the Board President with a letter from a physician or psychologist selected by the Board certifying that the Superintendent is mentally fit to perform his job responsibilities. (Such request may be made annually.) The letter of certification shall be placed in the Superintendent's file and shall be treated as confidential information. The Board shall pay the cost of such examinations.

9. TENURE

The above-named person shall not acquire tenure as an administrator in the position of Superintendent or in any other non-classroom position to which he may be assigned.

10. QUALIFICATIONS

Superintendent shall at all times satisfy the qualifications for his position required by the Board and by Michigan law and regulations. Qualifications shall include, but not be limited to, satisfaction of continuing education requirements. This contract is subject to immediate termination by the Board in the event such qualifications are not satisfied.

11. RESIDENCY

If the Superintendent establishes residency in the Big Rapids School District no later than December 30, 2004, and maintains residency in the Big Rapids Public School District, the Board agrees to pay the Superintendent a two thousand dollar (\$2,000) stipend to cover the cost of moving expenses. The Superintendent shall reimburse the aforementioned stipend in the event the Superintendent fails to maintain residency and the Board shall be entitled to recoup the reimbursement owed by the Superintendent through payroll deduction.

12. TERMINATION

During the length of this contract, the Superintendent shall not be subject to discharge for a reason which is arbitrary or capricious. No discharge shall be effective until written charges have been served upon him. He shall have an opportunity for a hearing before the Board not less than fifteen (15) days after receipt of the written charges. The hearing shall be public or private at the option of the Superintendent. At the hearing, the Superintendent may have legal counsel at his own expense. The foregoing shall not apply to non-renewal of this contract or any extension of this contract. Termination of this contract by non-renewal shall be subject only to the procedures required by the laws of the State of Michigan and the United States. The Board specifically reserves the right to not extend or renew this contract or any extension of the contract regardless of cause or reason but subject only to the laws of the State of Michigan and the United States.

13. AMENDMENT

This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be amended, renewed, or extended except by an instrument in writing (addendum or otherwise), duly adopted and executed by the parties.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year herein written.

BIG RAPIDS PUBLIC SCHOOLS BOARD OF EDUCATION

By _____
President of the Board of Education

By _____
Vice President of the Board of Education

By _____
Secretary of the Board of Education

By _____
Treasurer of the Board of Education

By _____
Thomas Langdon, Superintendent

BIG RAPIDS PUBLIC SCHOOLS
BIG RAPIDS, MICHIGAN

SUPERINTENDENT'S CONTRACT OF EMPLOYMENT AMENDMENT
February 8, 2010

THIS AMENDMENT entered into this eighth day of February, 2010, between the BIG RAPIDS PUBLIC SCHOOLS BOARD OF EDUCATION, Counties of Mecosta and Newaygo, State of Michigan, hereinafter referred to as the Board, and Thomas Langdon, a duly qualified teacher and Superintendent, hereinafter referred to as the Superintendent.

WITNESSETH:

1. CONTRACT PERIOD

The Superintendent is employed for a period from July 1, 2010 through June 30, 2013.

3. COMPENSATION

The salary for July 1, 2009, through June 30, 2010 (with a possible adjustment) shall be an annual rate of one hundred and six thousand and seventy (\$106,070). The salary for 2010-2011 will be reopened before July 1, 2010; the salary for 2011-12 will be reopened before July 1, 2011; and the salary for 2012-13 will be reopened before July 1, 2013.

6. FRINGE BENEFITS

- a. The Superintendent shall be paid for up to six (6) days of unused vacation for 2010-11, 2011-12, and 2012-13.
- b. In addition, the Superintendent shall be reimbursed for out-of-district travel at the current IRS rate.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year herein written.

BIG RAPIDS PUBLIC SCHOOLS BOARD OF EDUCATION

By _____
President of the Board of Education

By _____
Thomas Langdon, Superintendent