

Clinton County Regional Educational Service Agency

**CONTRACT OF EMPLOYMENT**

School Administrator

Revised/Updated June 3, 2019

It is hereby agreed by and between the Board of Education of the **CLINTON COUNTY REGIONAL EDUCATIONAL SERVICE AGENCY** (hereinafter "Board" or the "Agency") and **DR. WAYNE S. PETROELJE** (hereinafter "Administrator") that pursuant to Section 1229(1) of the Revised School Code, the Board, in accordance with its action found in the minutes of its meeting held on the 5<sup>th</sup> day of June, 2017 and revised/updated on the 3<sup>rd</sup> day of June, 2019, has and does hereby employ **DR. WAYNE S. PETROELJE** as its Superintendent continuing for the next three (3) year period commencing on July 1, 2019 and ending on June 30, 2022, effective upon executed date according to the terms and conditions as described and set forth herein in the following Revised/Updated Contract of Employment as follows:

1. Administrator shall perform the duties of Superintendent as prescribed by the Board and as may be established, modified and/or amended from time to time by the Board. Administrator acknowledges the ultimate authority of the Board with respect to his responsibilities and directions related thereto.

2. Administrator represents that he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the provisions of Sections 1246 and 1536 of the Revised School Code, the regulations of the Michigan Department of Education, and those required by the Board to serve in the position assigned. Administrator agrees, as a condition of his continued employment, to meet and maintain all certification and continuing education requirements for the position assigned, as are and may be required by law and/or by the State Board of Education. If at any time Administrator fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

3. Administrator agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Administrator agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, Administrator agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board to carry out the educational programs and policies of the Agency during the entire term of this Contract. Administrator agrees that he will diligently and competently discharge his duties on behalf of the Agency to enhance the operation of the Agency and will use his best efforts to maintain and improve the quality of the programs and services of the Agency.

4. Administrator in conformance with the requirements and expectations of the board be compensated, commencing on July 1 and ending June 30, for each of the following three (3) school years as follows:

- a. **School Year 2019 - 2020 a total amount of Thirty-Eight Thousand Dollars (\$38,000).**
  - (i) July 1, 2019 through December 31, 2019 a salary of Nineteen Thousand Eight Hundred Dollars (\$19,000)
  - (ii) January 1, 2020 through June 30, 2020 a salary of Nineteen Thousand Two Hundred Dollars (\$19,000)
- b. **School Year 2020-2021 a total amount of Thirty-Eight Thousand Dollars (\$38,000).**
  - (i) July 1, 2020 through December 31, 2020 a salary of Nineteen Thousand Dollars (\$19,000)
  - (ii) January 1, 2021 through June 30, 2021 a salary of Nineteen Thousand Dollars (\$19,000)

**c. School Year 2021-2022 a total amount of Thirty-Eight Thousand Dollars (\$38,000).**

- (i) July 1, 2021 through December 31, 2021 a salary of Nineteen Thousand Dollars (\$19,000)
- (ii) January 1, 2022 through June 30, 2022 a salary of Nineteen Thousand Dollars (\$19,000)

**d. During the last school year of employment as Clinton County RESA Superintendent, 2021-2022 (or earlier if requested by the Administrator to the Board).** The Board will remit to Administrator a longevity salary of Fourteen Thousand Dollars (\$14,000) payable at the conclusion of the contract year ending on or before June 30. The exact amount is determined by and upon the request from the Administrator.

**e. Administrator shall receive for each of the three (3) school years 2019-20 through 2021-22.** A Board Paid Tax Annuity of Fifteen Thousand (\$15,000) which equates to One Thousand, Two Hundred Fifty Dollars (\$1,250) per month.

5. After the conclusion or termination of the present contract for the Administrator as Superintendent, Dr. Wayne S. Petroelje shall be offered a seven (7) year succession Employee/Consultant Contract as a Direct Employee/Consultant for the purpose of assisting (as determined by Dr. Wayne Petroelje) the newly appointed superintendent by providing advise related to employee contracts, negotiations, and/or continuous improvement for CCRESA. The succession Employee/Consultant Contract is attached.

6. Administrator is employed on the basis of fifty-two (52) work weeks per contract/fiscal year (July 1 through June 30). It is recognized that Administrator's employment is established to maximize attainment of the performance objectives set forth in ¶ 3 of this Contract, resulting in a variation of daily assignments. A standard five (5) day work week for the Administrator shall consist of two (2) days in the CCRESA office (called weekly office days) and three (3) days outside of CCRESA office performing CCRESA Superintendent responsibilities.

a. Administrator shall be granted ten (10) designated holidays per year. (July 4, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Good Friday and Memorial Day). Each of these holidays are counted towards the two (2) weekly office days.

b. Administrator shall be granted forty (40) office vacation days from the CCRESA per year. Each of these office vacation days count towards the weekly office days. Unused office vacation days under this provision shall accumulate for each year. In addition, Administrator shall be granted up to fifteen (15) vacation days each school year for the three (3) weekly days outside of the CCRESA office. Administrator shall schedule his use of vacation leave in a manner to minimize interference with the order, operation, conduct, and the business of the Agency. Administrator may request compensation for unused office vacation days at Three-Hundred Seventy-Five Dollars (\$375) per unused office vacation day rate upon his last school year as Superintendent and up to ten (10) unused vacation office days on an annual basis as Superintendent of CCRESA.

c. Administrator shall be granted twenty-five (25) days for personal illness, personal leave or disability from the CCRESA weekly office days per year. Each of these days count towards the two (2) weekly office days. Unused days under this provision shall accumulate for each year. In addition, Administrator shall be granted fifteen (15) personal illness, personal leave or disability days each school year for the three (3) weekly days outside of the CCRESA office. Both the weekly office days and weekly days outside of the office shall accumulate for each year.

7. The Board shall pay the annual school year (July 1 – June 30) unpaid amount for medical & prescription, vision, dental expense for Administrator and spouse. The Administrator shall provide bills/receipts for this item. The Board shall provide Long-Term Disability for the Administrator.

8. The Board shall pay the annual premiums through June 30, 2027 on behalf of the Administrator for a totally paid up term life insurance policy in the amount of Two-Hundred Thousand Dollars (\$200,000) with death benefit to be paid to Barbara J. Petroelje or Petroelje Living Trust (Wayne and Barbara).

9. The Board shall provide to Administrator a monthly allowance of One Hundred Seventy-Five Dollars (\$175) to defray the expenses incurred by of Administrator in providing a cellphone for use in connection with the performance of his duties under this Contract, and for equipment and services related to the provision of technology at the Administrator's residence which will be used in connection with the performance of his responsibilities under this Contract.

10. The Board shall reimburse Administrator, at the prevailing IRS mileage rate, for school business travel (round trip) in the course and scope of Administrator's responsibilities where the Administrator uses his privately owned vehicle between the CCRESA Office and residence (round trip) for each day beyond the two (2) weekly office days at CCRESA and any other (round trip) between CCRESA or residence. Additionally, Administrator shall be eligible to be reimbursed for other travel, meals and lodging expenses in accordance with the expense and reimbursement standards and procedures established by the Board. Any expense to be incurred by Administrator for out-of-district travel shall be submitted in advance for review and approval by the Board. Administrator shall be required to present an itemized account of his reasonable and necessary expenses in accordance with direction of the Board.

11. Administrator's performance shall be evaluated at least annually 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).

12. 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 acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, or for other causes that are not arbitrary or capricious.

In the event that the Board undertakes to dismiss Administrator during the term of this Contract, he shall be entitled to written notice of charges and an opportunity for a hearing before the Board.

13. In the event of Administrator's mental and/or physical incapacity to perform the duties of his office, he 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. Administrator may request a ninety (90) work day unpaid leave extension in the event of his physical and/or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is a verified prognosis that Administrator will be able to resume his duties at the conclusion of the extended leave interval. Medical certification shall be supplied by Administrator as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board. 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 at Board expense.

14. Administrator agrees that he shall not be deemed to be granted continuing tenure in the position initially assigned. However, this contract shall be extended each year for one (1) additional year beyond the contract's expiration date unless the Board gives written notification to the contrary to the Administrator ninety (90) days prior to the end of the contract year. In each instance of automatic extension, a new extended three (3) year contract shall be executed with salary and other compensation to remain in place.

15. 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 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.

16. The Board agrees to pay the premium amount for errors and omissions insurance coverage for Administrator while engaged in the performance of a governmental function and while the Administrator is acting within the scope of his authority. The policy limits for this coverage shall be not less than \$2,000,000. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of Administrator. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions coverage. In the event that such insurance coverage cannot be purchased in the above amounts and/or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify Administrator. In that event, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to Administrator as is authorized under MCL 691.1408 and MCL 601a(1)(d)

17. This Agreement is executed on behalf of the CLINTON COUNTY REGIONAL EDUCATIONAL SERVICE AGENCY pursuant to the authority granted as contained in the resolution of the Board adopted on June 5, 2017 and June 3, 2019 the same being incorporated herein by reference.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

Date: June 7, 2019 Wayne S. Petroelje  
ADMINISTRATOR: DR. WAYNE S. PETROELJE

**CLINTON COUNTY REGIONAL EDUCATIONAL  
SERVICE AGENCY BOARD OF EDUCATION**

Date: June 6, 2019 By Michael A. O'Byrne  
President

By Ken Kroll  
Vice President

By Patricia Janderna  
Board Member

By [Signature]  
Board Member

**Clinton County Regional Educational Service Agency**  
**SUCCESSION EMPLOYEE/COSULTANT CONTRACT**

Revised/Updated June 3, 2019

1. **Duration.** It is hereby agreed by and between the Board of Education of the **CLINTON COUNTY REGIONAL EDUCATIONAL SERVICE AGENCY** (hereinafter "Board" or the "Agency") and **DR. WAYNE S. PETROELJE** (hereinafter "Employee/Consultant") that in accordance with its action found in the minutes of its meeting held on the 5th day of June, 2017 and in the minutes of its meeting on the 3<sup>rd</sup> day of June, 2019 has and does hereby employ **DR. WAYNE S. PETROELJE** with the Succession Employee/Consultant Contract for seven (7) school years commencing on July 1, 2022 (or earlier if requested by Dr. Wayne S. Petroelje) and ending on June 30, 2029 (or earlier if requested by Dr. Wayne Petroelje; however, not less than a total of seven (7) school years as described in paragraph # 3 below), effective upon executed date according to the terms and conditions as described and set forth herein in the following Contract of Employment as follows:

2. **Duties.** Employee/Consultant for the purpose of assisting on a weekly/annual basis (the amount of assistance as determined by Dr. Wayne S. Petroelje) the newly appointed superintendent by providing consultation related to employee contracts, negotiations, and/or continuous improvement for CCRESA.

3. **Salary Rate.** Employee/Consultant shall be paid as follows:

**a. School Year 2022-2023 a total amount of Forty-Two Thousand Five Hundred Dollars (\$42,500).**

(i) July 1, 2022 through December 31, 2022 a salary of Twenty-One Thousand Two Hundred and Fifty Dollars (\$ 21,250)

(ii) January 1, 2023 through June 31, 2023 a salary of Twenty-One Thousand Two Hundred and Fifty Dollars (\$ 21,250)

**b. School Year 2023-2024 a total amount of Forty-Two Thousand Five Hundred Dollars (\$42,500).**

(i) July 1, 2023 through December 31, 2023 a salary of Twenty-One Thousand Two Hundred and Fifty Dollars (\$ 21,250)

(ii) January 1, 2024 through June 30, 2024 a salary of Twenty-One Thousand Two Hundred and Fifty Dollars (\$ 21,250)

**c. School Year 2024-2025 a total amount of Forty-Two Thousand Five Hundred Dollars (\$42,500).**

(i) July 1, 2024 through December 31, 2024 a salary of Twenty-One Thousand Two Hundred and Fifty Dollars (\$ 21,250)

(ii) January 1, 2025 through June 30, 2025 a salary of Twenty-One Thousand Two Hundred and Fifty Dollars (\$ 21,250)

**d. School Year 2025-2026 a total amount of Forty-Two Thousand Five Hundred Dollars (\$42,500).**

(i) July 1, 2025 through December 31, 2025 a salary of Twenty-One Thousand Two Hundred and Fifty Dollars (\$ 21,250)

(ii) January 1, 2026 through June 30, 2026 a salary of Twenty-One Thousand Two Hundred and Fifty Dollars (\$ 21,250)

**e. School Year 2026-2027 a total amount of Forty-Two Thousand Five Hundred Dollars (\$42,500).**

(i) July 1, 2026 through December 31, 2026 a salary of Twenty-One Thousand Two Hundred and Fifty Dollars (\$ 21,250)

(ii) January 1, 2027 through June 30, 2027 a salary of Twenty-One Thousand Two Hundred and Fifty Dollars (\$ 21,250)

**f. School Year 2027-2028 a total amount of Forty-Two Thousand Five Hundred Dollars (\$42,500).**

(i) July 1, 2027 through December 31, 2027 a salary of Twenty-One Thousand Two Hundred and Fifty Dollars (\$ 21,250)

(ii) January 1, 2028 through June 30, 2028 a salary of Twenty-One Thousand Two Hundred and Fifty Dollars (\$ 21,250)

**g. School Year 2028-2029 a total amount of Forty-Two Thousand Five Hundred Dollars (\$42,500).**

(i) July 1, 2028 through December 31, 2028 a salary of Twenty-One Thousand Two Hundred and Fifty Dollars (\$ 21,250)

(ii) January 1, 2029 through June 30, 2029 a salary of Twenty-One Thousand Two Hundred and Fifty Dollars (\$ 21,250)

**4. Employee/Consultant** shall receive for each of the seven (7) school years 2022-23 through 2028-29 a Board Paid Tax Annuity of Fifteen Thousand (\$15,000) which equates to One Thousand, Two Hundred Fifty Dollars (\$1,250) per month.

**5. Annual Unpaid Expenses.** If the longevity amount of Fourteen Thousand Dollars (\$14,000) is not payable to Dr. Wayne S, Petroelje at the time of his last year of employment as Clinton County CCRESA Superintendent, this amount of Fourteen Thousand Dollars (\$14,000) shall be paid for each annual school year (July 1 – June 30) the unpaid amount for medical & prescription, vision, dental expense for Dr. Wayne S. Petroelje and spouse during the Succession Employee/Consultant Contract. Dr. Petroelje shall provide bills/receipts each year for this item.

**6. Reimbursable Travel/Other Expenses.** Employee/Consultant is eligible to be reimbursed for expenses (e.g. Mileage round trip from home office to CCRESA office) as it relates to this position. Monthly reimbursements at board approved level are to be approved by the Superintendent (or his/her designee). Subject to prior approval, Employee/Consultant shall be allowed to attend conferences and conventions on behalf of CCRESA. The reasonable and necessary expenses (travel, meals and lodging) shall be paid by the Board upon submitting the itemized account to the Superintendent (or his/her designee).

**7. Entire Agreement.** This Contract contains the entire agreement and understanding between the District and Employee/Consultant as to his/her employment and no representations, promises, contracts, or understandings, written or oral, not contained in this Contract, shall be of any force or effect. Any prior agreements pertaining to, connected with, or arising in any manner out of the employment of Employee by the District are terminated and shall have no effect whatsoever.

**8. Modification.** No change or modification in this Contract shall be valid or binding unless it is in writing and signed by Employee and an authorized representative of the District's Board of Education. No waiver of any Contract provisions shall be valid unless the same are in writing and signed by Employee and an authorized representative of the District's Board of Education. No valid waiver of any Contract provision, at any time, shall be deemed a waiver of any other Contract provision at such time or at any other time.

**9. Severability.** Should any valid federal or state law or final determination of any administrative agency or court of competent jurisdiction affect any provision of this Contract, the provision(s) so affected shall automatically conform to the law or determination, and the remainder of the Contract shall continue in full force and effect.

**10. Authorization.** This Contract is executed on behalf of the District pursuant to the authority granted as expressed in action by the Board of Education adopted on FUTURE DATE, and incorporated by reference. This Contract is executed on the Employee's behalf by evidence of his/her signature appearing immediately below.

I authorize and commit that the above contract will be offered to Dr. Wayne S. Petroelje on or before July 1, 2022.

Date: June 7, 2019 By Wayne Petroelje  
Employee/Consultant: **Dr. Wayne S. Petroelje**

**Clinton County Regional Educational  
Service Agency Board Of Education**

Date: 6-3-19 By Maclara Dwyer  
President

Date: 6-3-19 By Ken Kroll  
Vice President

Date: 6-3-19 By Pato Jandome  
Board Member

Date: 6-6-19 By Stephanie  
Board Member