

## **GRAND BLANC COMMUNITY SCHOOLS**

### **SUPERINTENDENT'S CONTRACT**

1. This Contract, entered into by and between the Board of Education (the "Board") of Grand Blanc Community Schools, Genesee and Oakland Counties, Michigan (the "School District") and Clarence Garner (the "Administrator").

2. The Board agrees to employ the Administrator as its Superintendent for the term of three (3) years beginning July 1, 2016 through and including June 30, 2019. The Administrator shall be employed to work for a period of fifty-two (52) weeks in each year, subject to the vacation period as hereinafter provided. The Administrator is subject to reassignment by the Board provided the Administrator's salary is not reduced.

3. For the 2016-2017 school year, the Administrator shall be paid a basic salary of \$189,270.00. The Administrator's salary for the 2017-2018 and 2018-2019 school years shall be determined by the parties at a later date, but in no event will the salary be less than the salary for the 2016-2017 school year. In addition to the basic salary for each of the school years of this contract, the Administrator shall receive an annuity equal to eleven percent (11%) of the Administrator's salary.

4. The salary herein provided shall be paid in regular consecutive payments and in the same manner and at the same intervals as the salaries of other personnel paid by the Board, less deductions authorized by law for income tax withholding, and other deductions as may be properly authorized by law.

5. The Administrator agrees to perform the duties of Superintendent of the School District in a competent and professional manner, subject to the established policies and regulations of the Board and the laws of the State of Michigan. During the term of this Contract, the Administrator may be discharged only for just cause. The renewal of the contract shall be at the will of the Board.

6. The members of the Board, both individually and collectively, shall promptly refer all criticisms, complaints, and suggestions called to their attention with respect to the administration or operation of the School District to the Administrator for study and recommendation.

7. On or before July 1 of each year during the term of this Contract, the Board shall prepare and provide Administrator with a written evaluation of his performance as Superintendent in achieving the goals and objectives of the School District. The form of such evaluation shall be agreed upon mutually.

8. In connection with the annual evaluation of Administrator, if the Board so requests, Administrator shall have a complete physical examination by a physician of his choice and shall provide the Board with the results of the examination. The cost of the physical examination, up to a maximum of Two Hundred Dollars (\$200.00) shall be paid by the Board.

9. The Board shall also provide annually to the Administrator the following benefits:
  - a. Reimbursement for ordinary expenses incurred in carrying out the duties of Superintendent, including but not limited to membership dues in not more than eight (8) recognized professional organizations.
  - b. The Superintendent shall select the applicable health insurance plan from either a full family medical plan comparable to (1) MESSA ABC 1 with deductibles as specified, or (2) the health insurance plan provided to building level administrators. The Board reserves the right to implement a Health Reimbursement Arrangement and/or a health savings account plan at its discretion.
  - c. SET full family vision insurance.
  - d. SET full family dental insurance.
  - e. Long-term disability paid at 66 2/3 of the Administrator's base salary.
  - f. Sixty (60) days sick leave bank.
  - g. Four (4) weeks annual vacation. A maximum of ten (10) unused days may be carried over.
  - h. The Board encourages and supports Administrator's attendance at educational seminars, conferences, and/or appropriate graduate classes. The Board will pay the necessary fees for tuition, travel, and subsistence expenses to seminars and conferences, but reserves the right to limit the amount of time spent and expenses incurred in such activities.
  - i. Terminal leave of Fifty Dollars (\$50.00) per year not to exceed Two Thousand Dollars (\$2,000.00).

10. The Board shall pay for and furnish the services of an attorney to advise, appear for, and represent the Administrator should any claim or civil action be commenced against him arising from activities while in the course of his employment. The School District shall also provide Error and Omission liability protection as more fully defined in the School District's insurance policies.

11. Should any judgment for damages be awarded against the Administrator in a civil action arising from activities while in the course of his employment and while acting within the scope of his authority to ensure that the requirements of AHERA are met, the Board shall indemnify the Administrator or pay, settle, or compromise the judgment subject to the following limitation:

This shall include all acts of the Administrator undertaken to ensure the requirements of AHERA are met, even if deemed to be acts of negligence, but shall not include acts of gross negligence, willful misfeasance, bad faith, or reckless disregard of his duties in the conduct of the designated responsibilities. This right of representation and indemnification shall inure to the benefit of heirs, executors and administrators of Administrator and shall remain in force even though the Administrator shall no longer be an employee of the School District.

12. Should the Administrator be unable to perform the duties and obligations of this Contract by reasons of illness, accident, or other causes, and such disability exists for a period of more than one year, the Board, at its option, may terminate this Contract, whereupon the respective rights, duties and obligations of the parties shall be terminated. This provision shall not, in any way, derogate from any long-term disability benefits that apply in favor of Administrator by operation of other provisions of this Contract. The Board shall be obligated to pay the Administrator the salary difference between long-term disability and full salary during the initial first year of the disability. The Administrator may use all accumulated sick leave and vacation days to maintain full salary until each of these are exhausted after the one (1) year period.

13. It is mutually understood and agreed that this Contract does not confer tenure upon the Administrator in the above-described position or in any other administrative position.

14. Should the State of Michigan, its political subdivisions or agencies, challenge any portion of the items identified as salary in this Contract as eligible to be included in the final average compensation for retirement purposes, the School District shall appeal the challenge up to and including the Michigan Court of Appeals.

**IN WITNESS WHEREOF**, this Contract has been duly executed.

**GRAND BLANC BOARD OF EDUCATION**

\_\_\_\_\_  
James Avery, President

**ADMINISTRATOR**

\_\_\_\_\_  
Clarence Garner

Dated: \_\_\_\_\_