

**FOURTH AMENDMENT TO SUPERINTENDENT OF SCHOOLS  
EMPLOYMENT CONTRACT**

***CHIPPEWA VALLEY SCHOOL DISTRICT***

This Fourth Amendment to the Superintendent's Employment Contract made this \_\_\_\_ day of August, 2015, between the Board of Education of the Chippewa Valley School District ("Board") and Ronald R. Roberts ("Superintendent"), amends the Employment Contract dated June 20, 2011, and the three prior Amendments thereto (collectively hereafter "Contract").

It is hereby agreed between the parties:

1. That the term of the Contract, Section 3 - Term, shall be amended to extend the term for a period of twelve (12) months, thereby extending the expiration of the Contract to June 30, 2020, unless the Contract is terminated sooner as provided therein.
2. The Superintendent shall receive his proportionate share of revenues over expenses distributed to employees entitled to same for the 2015-2016 school year.
3. All other terms and provisions of the Contract, including any Amendments thereto, unless in conflict directly herein, shall remain and continue in full force and effect through June 30, 2020.

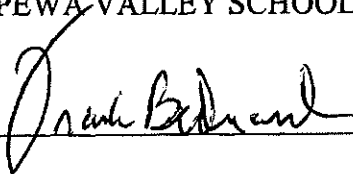
The parties hereto have set their hands the day and year above written.

BOARD:

SUPERINTENDENT:

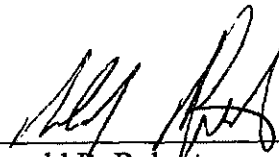
BOARD OF EDUCATION OF THE  
CHIPPEWA VALLEY SCHOOL DISTRICT

By: \_\_\_\_\_



Its: President, or her designee

\_\_\_\_\_  
Ronald R. Roberts



12-10-15

**EMPLOYMENT CONTRACT  
SUPERINTENDENT OF SCHOOLS  
CHIPPEWA VALLEY SCHOOL DISTRICT**

THIS EMPLOYMENT CONTRACT ("Agreement") is made this 20<sup>th</sup> day of June, 2011, between BOARD OF EDUCATION OF THE CHIPPEWA VALLEY SCHOOL DISTRICT (the "Board") and RONALD R. ROBERTS (the "Superintendent").

**RECITALS:**

A. The Board desires to employ the Superintendent in accordance with the terms and conditions set forth below.

B. It is the desire of the Board to provide a salary, certain benefits, establish conditions of employment and to set working conditions of the Superintendent.

C. The Superintendent desires such employment pursuant to the terms and conditions set forth below.

In consideration of the mutual covenants and obligations hereinafter set forth, the Parties agree as follows:

**1. DUTIES.**

The Superintendent agrees, during the term of this Agreement, to faithfully perform all of the duties and obligations of the position of the Superintendent. The Superintendent shall act as an advisor to the Board on matters pertaining to school administration of the District, and he shall inform the Board of any significant administrative action taken on its behalf. The Superintendent shall further recommend, effect, or cause to be effected, the policies and programs of the Board as may be adopted. He will faithfully and diligently fulfill all the duties and obligations incumbent upon him as the executive head of the administrative section of the school system and the District. The Superintendent shall devote his full business time and energy to the business and affairs of the District and shall use his best efforts, skill and ability to promote the District's best interest. The Superintendent shall achieve and maintain a thorough working knowledge of the Board's policies and the duties of the Superintendent provided therein.

**2. PROFESSIONAL CERTIFICATION.**

During the term of this Agreement, the Superintendent shall maintain and furnish to the Board the appropriate certificate to act as superintendent of schools in the State of Michigan, in such form as is issued by its Department of Education and as may be required by the Board. The Superintendent shall comply with all continuing education requirements set forth in Section 1246 of the Revised Code, as amended, MCL 380.1246, and the administrative regulations of the Department of Education, and shall furnish proof of the completion of such requirements to the Board. The Superintendent represents to the Board that he is duly and legally qualified to act as superintendent of the District.

3. **TERM.**

Consistent with the provisions of Section 1229 of the Michigan Revised Code, as amended, MCL 380.1229, and the By-Laws of the Board, the Board appoints and employs the Superintendent to serve at the pleasure of the Board as superintendent of the District for the term of four (4) years commencing July 1, 2011 and expiring June 30, 2015, unless this Agreement is terminated sooner as herein provided (the "Term").

4. **EXTENSION OF AGREEMENT.**

Unless the Board provides the Superintendent with written notice of non-renewal of this Agreement at least ninety (90) calendar days prior to the extension to the expiration date of this Agreement or any extension thereof, this Agreement without further action, will be automatically renewed for an additional one (1) year period under the same terms and conditions of this Agreement. The compensation to be paid during any extension term shall be equal to the compensation to be paid to the Superintendent during the last school year prior to expiration, unless otherwise approved by the Board. The Board, in its sole discretion, and with or without cause, may decline to extend this Agreement beyond its Term or the term of any extension.

5. **COMPENSATION.**

5.1 **Base Salary.** The Board shall pay the Superintendent during each school year (as hereinafter defined) that the Superintendent performs his duties as required under this Agreement an annual base salary of \$180,804 for the 2011-12 school year. The base salary shall remain the same for the remainder of the Agreement, unless otherwise adjusted as provided in Section 6. Said annual base salary shall be paid in installment in accordance with the policies of the Board governing payment of other administrative personnel in the District. For purposes of this Agreement, a school year shall mean the period starting on July 1 and ending on June 30 of the following calendar year.

5.2 **Tax-Sheltered Annuity.** The Superintendent shall receive a Tax-Sheltered Annuity payment in the total amount of \$10,000.00 per school year.

5.3 **Longevity Pay.** The Superintendent shall annually receive additional compensation in the form of longevity pay on the following schedule:

12-16 years	\$3,500
17-21 years	\$4,500
22-26 years	\$5,500
27+ years	\$6,700

The Parties acknowledge and agree that the Superintendent has been continually employed by the District since January 3, 1978 and shall be paid in accordance with years of service and compensation per the above schedule.

5.4 The Superintendent, the Board and the District intend that all items of remuneration listed in subparagraphs 5.1, 5.2 and 5.3 above of this Agreement will be treated as compensation under the Michigan Public Schools Retirement Act and will be

included in the Superintendent's Final Average Compensation. To effectuate that intent, the Board and the District will provide the Superintendent with legal counsel, or reimburse the Superintendent's reasonable legal expenses, in the event any such item of remuneration is not so treated and the Superintendent chooses to challenge that decision, administratively, in court or by appeal.

**6. AMENDMENT TO BASE SALARY.**

The Board hereby retains the right to adjust the annual base salary of the Superintendent during the term of this Agreement. A salary adjustment will not reduce the Superintendent's salary below the figures stated above unless such decrease is part of a uniform plan affecting salaries of central office administration. An adjustment in base salary, if any, made during the Term of this Agreement shall be in the form of an amendment and shall become a part of this Agreement, but it shall not be considered that the Board has entered into a new agreement with the Superintendent or that the expiration date of this Agreement has been extended. The Board may, by specific action, extend the expiration date of this Agreement.

**7. EVALUATION.**

The Board may annually conduct a performance evaluation of the Superintendent. In the event that the Board elects to conduct such an evaluation, it shall be completed by no later than March 1 of each school year, unless the delay is caused by circumstances beyond the control of the Parties. The evaluation process and forms used for such evaluations are to be approved by the Board prior to beginning of each school year when the previous year's process and/or forms are to be changed or discarded.

**8. TENURE.**

The Superintendent and Board agreed that this Agreement as amended from time to time shall not confer upon and shall not be deemed to grant tenure as defined by the applicable statutes of the State of Michigan upon the Superintendent in the capacity as superintendent.

**9. PROFESSIONAL LIABILITY.**

The District agrees that it shall defend, hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in his individual capacity, or in his official capacity as agent and employee of the District, provided the incident arose while Superintendent was acting within the scope of his employment and did not involve any intentional or willful misconduct by the Superintendent. The Board may provide liability insurance for all or a portion of the obligation to defend or indemnify the Superintendent if authorized by law. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings under this Agreement.

**10. PROFESSIONAL GROWTH.**

Upon prior approval of the Board, the Superintendent may absent himself from the District for such periods of time as approved by the Board during the Term of this Agreement to attend professional meetings and educational seminars and classes at the local, state and national levels and the reasonable, actual and necessary expenses incurred by the Superintendent in connection with such activities, excluding vehicle mileage and meal expenses, shall be paid or reimbursed by the District. All such expenses shall be documented in accordance with the policies and practices of the District.

**11. PROFESSIONAL DUTIES.**

The District shall pay the Association dues of the Superintendent for the American Association of School Administrators, the Michigan Association of School Administrators, and the M.A.S.A. region in which the School District is located, as well as other appropriate affiliations as approved by the Board.

**12. MEDICAL EXAMINATION.**

The Board may require the Superintendent to submit to a comprehensive medical examination once each year by a physician who has been approved by the Board. The report of said examination and a statement certifying to the physical competency of the Superintendent shall be delivered to and filed with the secretary of the Board and treated as confidential information by the Board. The District shall pay the expense of any requested medical examination.

**13. FRINGE BENEFITS.**

**13.1 Additional Benefits.** In addition to the compensation to be paid pursuant to Paragraph 5 and other compensation and benefits referenced herein, the Superintendent shall be entitled to, during the Term of this Agreement, to such life insurance, medical, dental and optical insurances, disability insurance, personal leave, sick leave and leave of absence as are made available, if any, to other administrative personnel of the District as provide in the OACVS Collective Bargaining Agreement, which may be amended from time to time. Vacation days shall be determined in accordance with paragraph 13.2 hereof.

**13.2 Vacation Days.** The Superintendent shall be entitled to receive thirty (30) working days vacation per school year, exclusive of those holidays granted to Superintendent through the Central Office Personnel Individual Contracts. Such vacation days may be taken during each school year commencing on July 1. Vacation days shall be calculated on the basis of the District's fiscal year of July 1 to June 30 and prorated for portions thereof. Vacation day calculation shall be made by the appropriate District official in the personnel department. Unless Superintendent notifies the appropriate District official in the personnel department by May 1 of each year that he wishes to be paid out all or part of his accumulate vacation days, vacation days shall accumulate on an annual basis, but in no event, shall the Superintendent be entitled to accumulate more

than a total of seventy (70) accrued vacation days. Payment shall be made at the current daily rate for the fiscal year in which they are requested to be paid out.

#### **14. REIMBURSEMENT FOR EXPENSES.**

The Superintendent shall be reimbursed for reasonable, actual and necessary expenses incurred for and on behalf of the District and incurred by Superintendent in the continuing performance of his duties under this Agreement, excluding vehicle mileage, meal and cell phone expenses. All expenses, whether paid directly or by reimbursement, shall be documented and approved in accordance with the policies and practices of the District.

#### **15. TERMINATION PROVISIONS.**

At the option of the Board, this Agreement may be terminated upon the concurrence of any one or more of the following:

15.1 The expiration of the Term as provided for herein or as amended.

15.2 The failure or inability of the Superintendent to provide and maintain in good standing the professional, educational, and medical certificates required in this Agreement.

15.3 For good and just cause. For purposes of this Agreement, "good and just cause" shall be defined to include, but not be limited to, the following: continued inability to perform or unsatisfactory performance after a performance review, neglect of duty, insubordination (including failure to follow lawful written directives of the Board), grave misconduct in office, conviction of a felony, breach of this Agreement by the Superintendent, embezzlement or other misuse of his position for personal gain or benefit, excessive absence interfering with job performance, falsification of records, fraud, or working under the influence of intoxicants or controlled narcotic substances not legally prescribed. In such event of termination by good and just cause, Superintendent shall be advised in advance, of the Board's intention to consider effecting such a midterm termination and provided an opportunity for a hearing with respect to the prospect of such termination, which hearing may be open to the public or closed, at the Superintendent's option. In the event the Superintendent elects to contest the Board's disposition with respect to such termination following such hearing, Superintendent shall have the right to dispute such disposition through Paragraph 19, Dispute Resolution.

15.4 Mutual agreement of the parties hereto.

15.5 Death of the Superintendent.

15.6 The Superintendent is unable to perform any or all of his duties by reason of illness, accident, or other cause beyond his control and said disability exists for a period of time more than six (6) consecutive months, or if said disability is permanent, irreparable, or of such a nature as to make the performance of his duties impossible, the respective duties, rights, and obligations hereof shall terminate subject only to the long-term disability policy and fringe benefits that may apply.

For any termination of this Agreement as set forth above, except as may be modified in a mutual agreement under subparagraph 15.4 or the long-term disability benefits to be provided under subparagraph 15.6, all of the rights, obligations and responsibilities of the Parties shall forthwith terminate and the Superintendent or his estate shall not be entitled to any compensation or other benefits under this Agreement from and after the date of termination.

**16. RETIREMENT OF SUPERINTENDENT.**

This Agreement may be terminated by the Superintendent upon written notice to the Board not less than ninety (90) days prior to expiration of this Agreement that the Superintendent elects to retire. In the event of such retirement, all the Parties' rights, obligations and responsibilities shall terminate as of the retirement date provided in such notice.

**17. REMOVAL OF SUPERINTENDENT.**

Upon a vote of the majority of the Board, the Superintendent may be relieved of his duties as any time for any reason. In such event, the compensation and benefits provided under this Agreement shall continue until the date of expiration of the Term of this Agreement or any amendment thereto.

**18. OUTSIDE EMPLOYMENT.**

The Superintendent agrees to devote his full time, skill, labor and attention to said employment during the Term of this Agreement and shall not engage in or undertake any consulting work, speaking engagements, writing, lecturing, and teaching or other professional duties and obligations that are not associated with the superintendent position and the professional growth and development of the Superintendent or the prestige of the District without the prior written approval of the Board. The Superintendent agrees he will report any possible conflicts of interest concerning outside activities to the Board. If requested by the Board, the Superintendent will report to, and supply information to, the Board concerning his outside activities.

**19. DISPUTE RESOLUTION.**

In the event of a 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 statutory binding arbitration as the exclusive method of resolving the dispute. Such arbitration shall be conducted by a panel of three (3) arbitrators under the labor arbitration rules of, and administered by, the American Arbitration Association. Each Party shall select their own arbitrator with a third or neutral arbitrator to be mutually selected by the Parties. All of the arbitrators' fees and the expenses 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. The decision of the arbitrators shall be determined by a majority opinion of the selected arbitrators and shall be final and binding upon the Parties.

**20. DAMAGES.**

The Parties agree that, in the event of a breach of this Agreement, remedies shall be limited to specific performance and/or actual damages, and in no event shall consequential, exemplary, or punitive damages be an available remedy. Actual damages shall be limited to the loss of value that is proximately caused from the breach of the Agreement. In the event of a breach, the injured party must make every reasonable effort to minimize the damages suffered. Failure to mitigate damages shall preclude the recovery of any damages.

**21. ENTIRE AGREEMENT.**

This Agreement contains the entire agreement of the Parties hereto and replaces all previous agreements, oral or written, which are hereby deemed terminated.

**22. ASSIGNMENT.**

The rights and obligations of the Board under this Agreement shall inure to the benefit of, and shall be binding upon the successors and assigns of the Board. This Agreement shall not be assignable by the Superintendent.

**23. MODIFICATION.**

This Agreement may only be modified by a subsequent written agreement executed by the same parties or their successors in offices following Board approval. Oral promises or covenants between the Parties, whether made prior to or after the execution of this Agreement, shall not modify any provisions of this Agreement and shall be of no legal effect.

**24. SEVERABILITY.**

The parties agree that, in the event any provision or statement in this Agreement is held invalid by a court of competent jurisdiction or other applicable governing body, the remaining provisions or statements of this Agreement shall remain in full force and effect.

**25. TITLES.**

Titles and headings to sections or paragraphs in this Agreement are inserted for convenience of reference only and are not intended to affect the interpretation or construction of the Agreement.

**26. WAIVER OF BREACH.**

The waiver by the Board of a breach of any provision of this Agreement by the Superintendent shall not operate or be construed as a waiver of any subsequent breach by the Superintendent.



27. **ATTORNEY REVIEW.**

The Parties represent that they have carefully read this Agreement and have consulted with their own independent legal counsel. The Parties affirmatively state that they understand the contents of this Agreement and sign this Agreement as their own free act and deed.

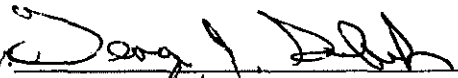
28. **APPLICABLE LAW.**

This Agreement shall be governed by and interpreted according to the laws of the State of Michigan, all rules and regulations of the State Board of Education, and the rules, regulations, and policies of the Board, all of which are made a part of the terms and conditions of this Agreement as though fully set forth herein.

IN WITNESS WHEREOF the Parties hereto have set their hands the day and year above written.


**BOARD:**

BOARD OF EDUCATION OF THE  
CHIPPEWA VALLEY SCHOOL DISTRICT

By: 

George Sobah


Its: Acting President

  
\_\_\_\_\_

**MICHAEL REEBER**

\_\_\_\_\_

**SUPERINTENDENT:**

By: 

Ronald R. Roberts

  
\_\_\_\_\_

**MICHAEL REEBER**

\_\_\_\_\_