

CROSWELL-LEXINGTON
COMMUNITY SCHOOLS
SUPERINTENDENT CONTRACT

THIS AGREEMENT entered into this the 12th day of June, 2018, with an effective date of July 1, 2017 by and between the CROSWELL-LEXINGTON COMMUNITY SCHOOLS ("District" or Board of Education"), 5407 E. Peck Road, Croswell, Michigan 48422 and DANIEL EDWARD GILBERTSON, 4222 Atwell, Dryden , Michigan 48428 ("Superintendent").

Recitals

1. **Term.** The term of this Agreement shall be from July 1, 2018, through June 30, 2021. The Board of Education shall review the Superintendent's contract annually, and may extend this Agreement or make other modifications as agreed to by the parties.

2. **Duties and Qualifications.** The Superintendent represents and agrees that he currently meets and shall in the future meet all legal requirements of the State of Michigan whether by statute, rule or regulation and the qualifications established by the Board of Education for the position of Superintendent of Schools. The Superintendent agrees he will maintain all credentials and qualifications required by law and regulations of the State Board of Education. **If** at any time the Superintendent fails to maintain any necessary certificates, credentials, continuing education requirements or qualifications for his position, this contract shall, after the Superintendent has been afforded a reasonable opportunity to cure the deficiency, automatically terminate and the Board of Education shall have no further obligations hereunder. The Superintendent agrees to perform the duties of Superintendent of Schools in a competent and professional manner and in compliance with the laws of the State of Michigan, the by-laws, policies, directives and regulations adopted by the Board of Education and the rules and regulations of the State Department of Education and any other state administrative agency which has jurisdiction over the position. The Superintendent will be subject to the direction and control of the Board of Education, shall perform the duties defined by law and such other duties as shall be delegated to him by the Board, and shall comply with all Board policies. The Superintendent's duties shall include selection of the administrative staff, insuring that all administrative and professional staff have the required certifications and, in general, being the educational leader of the District.

3. **Evaluation.** The Board of Education shall conduct an annual evaluation of the Superintendent using an evaluation instrument jointly developed by the parties with the understanding that the ultimate approval of the evaluation instrument shall rest

with the Board of Education. The evaluation instrument and process shall meet the requirements of the Michigan School Code and rules and regulations of the State Board of Education. Each year of this Agreement, the District shall complete the Superintendent's evaluation. The Board of Education will meet with the Superintendent to establish his goals and objectives annually. The evaluation instrument shall be delivered to the Superintendent in writing and shall be prepared consistent with the policies and procedures of the Board of Education.

4. **Exclusion of Tenure in Position.** This contract does not confer tenure upon the Superintendent in the position of Superintendent or any other administrative position.

5. **Compensation.** At the commencement of the term of this Agreement, the District shall pay to the Superintendent an annual salary of One Hundred Twenty Five Thousand (\$125,000.00) Dollars. The Superintendent shall be eligible to receive performance based step increases and incentive pay as follows: **If** in year one of this Agreement the Superintendent receives a rating of effective or better on his annual evaluation, he shall receive a Five Thousand (\$5,000.00) Dollar step increase for year two of this Agreement and his salary would be set at One Hundred Thirty Thousand (\$130,000.00) Dollars for year two of this Agreement. **If** the Superintendent receives a rating of effective or better on his annual evaluation for year two of this Agreement, he will receive a Five Thousand (\$5,000.00) Dollar step increase and his annual salary for year three of this Agreement will be set at One Hundred Thirty (\$130,000.00) Dollars. In addition, if the Superintendent receives a rating of highly effective in the current year of this Agreement, he shall receive an off schedule payment of Two Thousand Five Hundred (\$2,500.00) Dollars. Compensation for any additional years added to this Agreement, if any, shall be subject to negotiations between the parties.

6. **Benefits.** The District agrees to and shall provide the Superintendent with the following benefit package: health insurance package consistent with the package offered to the District's administrators; 12 sick/bereavement days per year which may be accumulated up to 120 days which upon termination will be paid out at the rate of \$25 per day; twenty-five vacation days per year which must be used by August 31 of the next fiscal year with no carryover beyond that. There will be no payout of unused vacation days; term life insurance at one times base salary; the District will provide a cell phone for the Superintendent to be used for School District business with the plan and details being agreed upon by the District and the Superintendent; expense reimbursement consistent with District policy; other benefits not specified herein such as and

disability insurance will be consistent with the benefits provided to the District's administrators. All insurance benefits shall be governed by the insurance policies purchased by the District and the rules and regulations of the carriers. Holidays will be consistent with the District holiday schedule.

7. **Professional Development.** The Superintendent shall be entitled to attend professional conferences at the expense of the District consistent with Board policy. The District shall pay for reasonable professional dues and subscriptions for the Superintendent.
8. **Termination.** The Board of Education, in its discretion, shall have the right to terminate this contract if the Superintendent fails to maintain the credentials and qualifications for the position of Superintendent as required either by this Contract or by state law. In the event the Superintendent's qualifications or credentials lapse the Board of Education may, in its discretion, provide the Superintendent a reasonable period of time to cure the deficiencies.

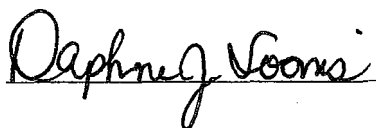
The following procedure shall apply to termination of the Superintendent's employment after the first year of this Agreement: The Superintendent may be discharged from his employment at any time for just cause which shall include by way of example, acts of moral turpitude, dishonesty, fraud, insubordination, incompetency, the failure to perform his duties in a competent manner as determined by his evaluation or if the Superintendent materially breaches the terms and conditions of this Contract. No discharge shall be effective until written charges have been served upon him and he shall have an opportunity for a hearing before the Board of Education 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. In the event the Board of Education terminates this Contract for cause, the Superintendent shall have the right to contest whether or not cause exists for the termination of the Contract by an arbitrator selected through the American Arbitration Association. The rules of the American Arbitration Association for labor matters shall apply and the case shall be administered by the American Arbitration Association Southfield office. The location of the arbitration shall be at the Board of Education offices or such other location, in Sanilac County, as the Board of Education shall designate. The sole responsibility of the Arbitrator shall be to determine whether just cause existed for the termination of the Superintendent's Contract. In the event the Arbitrator determines the Board of Education did not have just cause to terminate the Superintendent's Contract, the Board of Education shall have the option, in its discretion, to either reinstate the Superintendent with back pay or pay the balance of this Contract without reinstating the Superintendent. Under no circumstances shall the Board of Education's liability for any termination of this Contract extend beyond the term of this Agreement and shall only be for the salary and benefits as provided for in this Agreement. The parties shall share equally the expenses of the

Arbitration as charged by the American Arbitration Association and each party shall bear the cost of their own legal fees.

9. **Non-renewal.** With the exception of termination as provided herein, in the event the Board of Education determines it will not renew this Contract such action shall be taken in accordance with the Michigan School Code. Non-renewal under this paragraph shall not apply to a termination for just cause under paragraph eight (8).
10. **Governing Law.** This Contract is governed by and shall be interpreted in accordance with the law of the State of Michigan.
11. **Entire Agreement.** This Agreement contains all promises and agreements between the parties and only those promises and agreements contained in this Contract shall be enforceable.
12. **Amendment.** This Agreement may only be amended or supplemented by a written Agreement between the parties, which has been approved by the Board of Education and signed by the Board President.

WITNESSES:

BOARD OF EDUCATION OF
CROSWELL-LEXINGTON SCHOOL
DISTRICT



By: 

Katie Gordon

Its: President





Daniel E. Gilbertson, Superintendent