

SCHOOL DISTRICT OF THE CITY OF GARDEN CITY
WAYNE COUNTY, MICHIGAN
SUPERINTENDENT'S CONTRACT

This contract entered into this 18th day of July 2011 between the School District of the City of Garden City (herein identified as "School District" or "Board of Education" or "Board") and Michelle Cline (herein identified as "Administrator" or "Superintendent").

Witnesseth:

1. The Board of Education hereby appoints and employs the Administrator as Superintendent for a term of 3 years beginning July 1, 2011 and ending June 30, 2014.

The parties agree that each year, unless the Board specifically acts to rescind this provision at least ninety (90) days prior to the end of the fiscal year and for reasons which are in compliance with provisions of section 4 (a), this contract shall be automatically extended for another year.

2. (a) The Administrator's salary shall be \$125,000 for the 2011-2012 school year and shall be part of the total salary compensation for each respective year. The compensation for succeeding years shall not be less than the total salary compensation for the preceding year. The Board agrees the employee's salary will be re-negotiated following the Superintendent's award of her doctoral degree.

(b) The total salary compensation for years beyond June 30, 2014 shall be the subject of negotiations between the Board and the Administrator within the ninety (90) day period preceding June 30, 2014.

(c) The District shall provide the Administrator with deferred compensation totaling five thousand dollars (\$5,000) each year of this agreement, paid before June 30 of each year. (Should the Administrator separate from the position prior to June 30, the deferred compensation will be prorated and paid out at the time of separation.) Said deferred compensation shall be considered as part of the Administrator's total salary compensation. As such, the Administrator shall have exclusive control over the investment of any and all sums paid by the District.

(d) If it is determined that tax liability exists for any benefit identified in Section six (6) of this agreement, the dollar equivalent of the premium and/or cost for said benefit and the amount of the tax liability for said benefit shall be paid directly to the Administrator.

3. The Administrator agrees to perform competently the duties of Superintendent and to abide by the policies, by-laws, rules, regulations and directives of the Board of Education during the term of this contract.

4. (a) It is understood and agreed that the Administrator is not granted tenure in the position of Superintendent by virtue of this contract or otherwise. However, the Board agrees that the Administrator will not be demoted, disciplined, or discharged without due process and just cause, and that any Board decision to demote, discipline or discharge the Administrator shall be reviewable by the courts in the same manner as other decisions of school boards. For purposes of this Employment Agreement, termination for just cause shall mean: (a) the Superintendent engaging in misconduct or a violation of Board of Education written policies which violation results in a material adverse effect on the School District or its operation; (b) gross negligence, material breach of the Employment Agreement, fraud, dishonesty, or Superintendent's conviction of a felony; or, (c) failure to satisfy the continuing education requirements established by the State of Michigan Board of Education. Termination for just cause shall be effective fourteen (14) days after the Board gives the Superintendent written notice of termination stating the basis or bases for such termination. The Superintendent shall be afforded an opportunity for a hearing before the Board of Education regarding such notice of termination if she desires. This hearing shall be conducted in private session of the Board at the option of either the Superintendent or the Board of Education. The Superintendent shall be permitted to attend this hearing with a legal representative of her own choosing and at her personal expense.

(b) The Board and the Administrator recognize that, at some future date, the Board may (consistent with the provisions of Section four (a) of this contract only) terminate the services of the Administrator or reassign her to another administrative position within the district. The parties agree, therefore, that should the Administrator be demoted or discharged (subject to the provisions of Section 4(a) of this contract) the following severance provisions shall be implemented simultaneously with Board action to demote or discharge, and shall constitute the complete severance agreement between the parties:

(1) The Board and the Administrator agree that in the event of demotion or discharge of the Administrator as herein provided, the Administrator shall, at the Administrator's choice and except as provided in Section five (5) below only, be paid her specified administrative total salary compensation, and shall receive specified fringe benefits (including retirement and all other benefits enumerated in all other Sections of this contract) for 60 days, less any amount paid to the Administrator during such period in any other administrative capacity in which she may be employed by the Board; or the immediate payment of the dollar equivalent of the total salary compensation and all benefits specified (including retirement) in any other Section of this contract equal to 60 days.

(2) In the event of demotion or discharge, the Administrator shall be entitled to the immediate payment of her then current per diem rate for any accrued and unused vacation days up to thirty five (35) days.

(3) The parties, duly appointed representatives of the parties, and/or the successors of the parties, mutually agree to refrain from negative or derogatory public comment (in any form, including but not limited to speaking, writing, and acting) relative to the severance. It is recognized that failure to refrain as stipulated may subject either party to litigation.

5. The parties agree that the Administrator shall be evaluated by the Board of Education, annually. The Administrator shall receive a written copy of said evaluation no later than July 31 after the conclusion of each year of the contract.

Should it be concluded that the performance of the Administrator is unsatisfactory in any respect, specific shortcomings shall be identified in writing with accompanying written suggestions for improvement.

The Administrator shall have the right to attach a written rebuttal to any and all evaluation documents.

6. The Administrator shall be entitled to the following fringe benefits:

(a) The Administrator will be provided Community Blue II PPO with a \$10/\$20 prescription coverage rider (for employee, spouse and/or children).

In the event the District participates in a High Deductible Health Plan, the Employee may move to the High Deductible Plan, excepting that this shall not constitute a re-opener of this agreement. Should the Employee move to a HDHP, the Employee shall reserve the right to participate in any Health Care Savings Account set up in conjunction with the HDHP. Should the Employee participate in the HDHP, a percentage of the savings (at the District's discretion) may be deferred to the Employee to assist in offsetting the high deductible nature of the plan.

(b) The same dental and vision coverage as is provided for building administrators and their dependent spouses and children.

(c) The same life insurance coverage as is provided for building administrators.

(d) The same short term and long term disability coverage as is provided for building administrators, and the same Worker's Compensation adjusted so that Worker's Compensation covers 66 2/3 % of the Administrator's monthly salary.

(e) Annual membership dues for Garden City Kiwanis and Garden City Rotary and one (1) national and one (1) State association.

(f) A monthly school business allocation of \$200 (\$2,400 per year) shall be provided.

(g) Reimbursement for reasonable and necessary personal expenditures.

(h) Any other types of group insurance coverage which may be provided to building administrators during the term of this agreement shall also be extended to the Administrator to the extent that they do not conflict with other provisions of this agreement.

Despite contrary and/or conflicting language in other sections of this Agreement, the Administrator shall be entitled to thirty (30) paid vacation days in 2011-12 and each year thereafter.

Additionally, the following paid holidays shall be provided each year of this agreement: Independence Day (if that holiday falls on Tuesday or Thursday, the previous Monday or the following Friday shall also be paid holidays); Labor Day; Thanksgiving Day, the Friday following Thanksgiving Day; Christmas Eve Day; Christmas Day; New Year's Eve Day; New Year's Day; Good Friday; Easter Monday; and Memorial Day. The Administrator is expected to be on-call during the Winter, Mid-Winter and Spring recesses in the event these days are not taken as vacation days.

Upon severance from the district, the Administrator shall be entitled to per diem total salary compensation for all accrued but unused vacation days up to 35 days. The Administrator shall not be required to use accrued but unused vacation days in lieu of work-days prior to severance from the district. During each contract year, the Administrator shall be entitled to have the District purchase from her up to a maximum of ten (10) days of accrued but unused vacation days at her then current per diem rate.

(j) The Administrator shall earn the same sick leave benefits available to other administrators employed by the School District.

(k) The Administrator shall be provided the same retirement and/or death benefits paid to building administrators and shall receive any additional holiday or leave days received by building administrators during the term of the agreement.

(l) The Board shall provide reimbursement to the Administrator, upon retirement from the Garden City Public Schools, for payments made by the retiree to the Michigan Public Schools Employee's Retirement System, or its successor, for medical/ hospitalization insurance premiums. Such reimbursements shall be paid semi-annually, in January and June of each year.

(m) The board shall establish a flexible spending program for the purpose of allowing the administrator to contribute tax-free to a flexible spending account for the purpose of reimbursement of medical expenses of her spouse, dependent(s) and/or herself not covered by the district's medical and dental programs. Such program shall meet all IRS regulations.

7. This contract shall terminate in the event of the Administrator's death during the term thereof, and in that event, the estate or other legal representative of the Administrator shall be paid for the Administrator's services to the date of death at a weekly rate proportionate to the yearly total salary compensation in effect at the time of death and other benefits stipulated as death benefits in other sections of this agreement or death benefits provided to other administrators in the district such as payment for unused leave and/or vacation time.

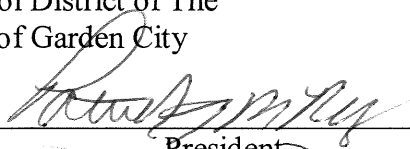
8. The School District shall indemnify and hold harmless the Administrator from and against any loss, expense, damage or injury suffered or sustained by the Administrator by reason of any acts, omissions, or alleged acts or omissions in her capacity as Superintendent arising out of her activities on behalf of the School District, including but not limited to, any judgment, award, settlement, reasonable attorney's fees and other actions, proceeding or claims; provided, that the acts or alleged acts or omissions upon which such actual or threatened action, proceeding or claims are based were in good faith and were not performed or omitted fraudulently or in bad faith or as a result of wanton and willful misconduct or gross negligence.

9. By virtue of this agreement, the parties do hereby consent and agree, that all prior agreements executed between the parties shall become null and void with the signing of this agreement except in the event a third party with appropriate legal jurisdiction declares this agreement void in whole or in part. In the event that parts of this agreement are declared null and void, unaffected sections of this agreement shall remain in effect and the parties shall immediately enter into negotiations on all sections of the agreement declared null and void. In the event the total agreement is declared null and void the parties shall revert to the agreement executed between them immediately preceding. Said agreement shall remain in effect while the parties negotiate a new agreement.

IN WITNESS WHEREOF, the parties have executed this agreement the date above written.

School District of The
City of Garden City

By



President



Administrator

And



Vice President

And Del M. D. Miller
Secretary

And [Signature]
Treasurer

And Sarah Roffi
Trustee

And Linda Williams
Trustee

And Suzette Childress
Trustee

**GARDEN CITY PUBLIC SCHOOLS
SUPERINTENDENT'S MEMORANDUM**

TO: MEMBERS OF THE GARDEN CITY BOARD OF EDUCATION
FROM: MICHELLE CLINE *M. Cline*
SUBJECT: HEALTHCARE
DATE: SEPTEMBER 14, 2011

The Superintendent, Associate Superintendent, and the Chief Financial Officer will contribute 10% to healthcare upon signature of the contracts as presented. This was not included in the contract as these contracts were written prior to the agreements of other employee groups.