

CLIO AREA SCHOOL DISTRICT

SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

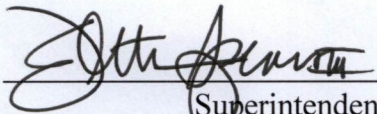
THIS AGREEMENT, entered into this 24th day of March, 2015, between the CLIO AREA SCHOOL Board of Education, hereinafter called "Board" and Fletcher Spears III hereinafter called "Superintendent".

WITNESSETH:

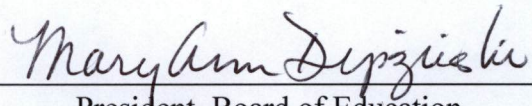
1. CONTRACT PERIOD -The Board agrees to employ the Superintendent for the position of Superintendent of Schools for the term of 3.25 year(s), from March 24, 2015 to and including June 30, 2018. The Superintendent shall be employed to work for a period of 52 weeks each fiscal year.
2. CONTRACT VALIDITY - This Contract shall not be valid unless the Superintendent shall have such qualifications for the employment position herein designated as required by law at the time the contractual period shall begin, and this Contract shall terminate if the Superintendent shall at any time fail to possess any such qualifications.
3. EMPLOYMENT AND DUTIES - Said Superintendent agrees to perform the duties required of the Superintendent by law and to obey and fulfill the rules and regulations as established by the Board of Education of the School District and to carry out its education program and policies during the entire term of this Contract.
4. TERMINATION OF EMPLOYMENT CONTRACT – The Superintendent's contract shall be subject to termination for good and just cause, provided however, that the Board does not arbitrarily or capriciously call for his dismissal. The Superintendent shall have the right to receive written charges, notice of hearing, and a fair hearing before the Board of Education. If the Superintendent chooses to be accompanied by legal counsel at the hearing, the legal expenses will be paid for by the Superintendent. This section of the contract shall apply only during the term of the contract and shall not apply after the expiration date of the contract.
5. EVALUATION – The Board shall annually, not later than June 30th, evaluate the performance of the Superintendent. Such evaluation shall be based upon job description and other criteria mutually agreed upon by the Board and the Superintendent. Beginning in 2015, the Board shall annually, not later than July 15th, consider the extension of this contract. If no action is taken by the Board, the contract shall be extended for a period of one year.
6. COMPENSATION - The Board agrees to pay the Superintendent for his services in 26 bi-weekly installments annually. In the succeeding period of this Contract, the Board agrees to pay the Superintendent the salary scale of the position the Superintendent fulfills, and if reassigned to a teaching position, to pay the scale established by the Master Contract of the Clio Education Association. The district is authorized to make such payroll deductions as may be required by law or authorized by the Superintendent and such sums as have not been earned due to absence from employment.
7. The Board agrees to compensate the Superintendent an annual base salary of \$145,000 effective upon approval of this contract (prorated for FY 2014 – 2015) and for FY 2015-2016.
8. TENURE - The Superintendent shall not have tenure in any non-classroom capacity by virtue of this Contract of Employment.
9. VACATION - Vacation period is to be 4 weeks per year, in addition to all school vacations, at a time that is mutually agreeable to the parties. Vacation must be used in the year it is accrued. Up to five (5) days may be carried over with permission of the Board.
10. HOLIDAYS – The Superintendent will receive ten (10) paid holidays, namely: Labor Day, Thanksgiving, the Friday following Thanksgiving, Christmas Day, New Years Day, Good Friday, Memorial Day, and Independence Day.

11. FRINGE BENEFITS - Leave privileges, insurance and fringe benefits will be afforded to the Superintendent under the policies established from time to time by the Board of Education of the School District. The first year fringe benefits are as listed on the attached Appendix A. Fringe benefits for succeeding years may be negotiated by the parties.
12. EMPLOYMENT REGULATION - The District reserves the right to establish from time to time such employment regulations as it deems reasonable and to make such modifications in any subsequent agreement with the Superintendent as may be permitted by law.
13. The terms of this agreement may be mutually renegotiated by the agreement of both parties.

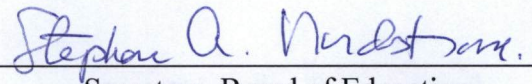
IN WITNESS WHEREOF the parties hereto have set hereunto their hands and seals this day and year above written.



Superintendent



President, Board of Education



Secretary, Board of Education