

# SUPERINTENDENT 'S CONTRACT

**Douglas P. Newington**

THIS CONTRACT made as of this date, hereinafter set forth by and between the Climax-Scotts Community Schools, acting through its Board of Education, ("Board"), and Douglas P. Newington ("Superintendent"):

WITNESSETH:

1. Employment and Duties: The Board hereby employs Douglas Newington to perform the duties of Superintendent as required by law, together with such other duties as may be assigned by the Board or its designee.
2. Performance: The Superintendent agrees to faithfully perform the duties of the position, to comply with all applicable statutes, to obey the rules and regulations of the Board, and to carry out its educational program and policies. A formal evaluation will take place no later than March 15<sup>th</sup> annually for the term of this contract.
3. Compensation: The salary and number of installments for the contract period shall be as hereinafter set forth. The Superintendent will receive salary year around beginning with the first regular payroll after hire date and ending with the last regular payroll in June. The Board is authorized to make such payroll deductions as may be required by law or authorized by the Superintendent and to deduct such sums that have not been earned due to an absence from employment. If at the time this contract of employment is terminated the Superintendent has been paid compensation which is in excess of compensation earned to that date, the Superintendent agrees to reimburse the Board in an amount equal to such unearned compensation.
4. Fringe Benefits: The Superintendent shall be provided fringe benefits as are set forth in the endorsements section attached hereto, or as may be otherwise authorized by the Board.
5. Tenure: The Superintendent shall not be deemed to be granted continuing tenure in any teaching or non-teaching capacity by virtue of this contract of employment.
6. Contract Validity: This Contract shall be valid for the period hereinafter set forth and shall automatically terminate if the Superintendent dies or fails to possess the qualifications required by law for the position. This contract may be terminated by the Board if the Superintendent fails or is unable to fully perform the duties of the position, with or without reasonable accommodation by reason of disability, or in the event the Superintendent shall materially breach the terms of this contract.
7. Notice of Non-Renewal of Contract: The Board shall provide such notice of non-renewal of Contract as is required by law, but may provide earlier notice if in its judgment the best interest of the school district would be served thereby.
8. Suspension of School Operation: The Board and Superintendent hereby agree that the mutual obligations regarding compensation under this contract may be suspended upon written ninety (90) day notice to the Superintendent in the event that the Board determines that because of lack of necessary funds, the School District will be closed. Upon the resumption of normal operation of the School District, the Administrator shall be reinstated to his Superintendent position and the parties' obligations under this employment contract concerning compensation and service shall be reinstated.
9. Employment Regulations: The Board reserves the right to establish such employment policies, rules and regulations as it deems reasonable, which shall be applicable to the Superintendent's employment so long as they are not contrary to the terms of this employment contract.
10. Notice: Notice to the Superintendent may be given in any reasonable manner. Written notice by certified mail to the last address given to the Board by the Superintendent shall constitute reasonable notice.

11. Evergreen Clause: The Board shall review this contract with the Superintendent annually, and shall, on or before March 31 of each ensuing year, take official action determining whether or not it is extended for an additional year and notify the Superintendent of its action in writing. If no action is taken by the Board, the contract shall be deemed to have been extended for an additional year.

12. Additional Terms: The endorsements included herewith shall constitute a part of this contract.

13. Contract Terms:

A. Effective date July 1, 2014, through June 30, 2017.

B. Annual compensation:

- a. July 1, 2012 through June 30, 2013 \$97,000
- b. July 1, 2013 through June 30, 2014 \$97,000
- c. July 1, 2014 through June 30, 2015 \$98,000
- d. July 1, 2015 through June 30, 2016 \$99,000
- e. July 1, 2016 through June 30, 2017 \$100,000

C. Annuity: Included as annual compensation, the District will make an annual contribution of 2% of the Administrator's annual salary to an annuity program designated by the Administrator, or paid in cash upon administrator's request.

D. Employment Period: 52 weeks with approved holidays as follows:

- a. Good Friday - Memorial Day - Fourth of July - Labor Day - Thanksgiving Day - Friday after Thanksgiving - Christmas Eve Day - Christmas Day - New Year's Eve and New Year's Day.

E. Allocated Business Days: 7 days to be allocated annually at the beginning date of this contract for personal business, funeral, etc.

F. Vacation Leave: The Administrator shall be provided with the following vacation days:

- a. School year 2013-2014 shall be 30 days
- b. School year 2014-2015 shall be 35 days
- c. School year 2015-2016 shall be 35 days
- d. School year 2016-2017 shall be 35 days

A total of 5 days may be carried forward to the next year and three weeks may be paid in cash for any given school year.

IN WITNESS THEREOF, the parties have executed in duplicate originals this Superintendent contract as of

June 24, 2014.

SUPERINTENDENT:

By: Douglas P. Newington  
Douglas P. Newington

Date: 6/24/2014

CLIMAX-SCOTTS COMMUNITY SCHOOLS

By: Susan K. Reichert  
Board President

Date: June 24, 2014

## ENDORSEMENTS

- I. PUBLIC SCHOOL EMPLOYEES RETIREMENT: The Board shall pay the “Basic” contribution to the Michigan Public School Employees Retirement System.
- II. FRINGE BENEFITS:
  - A. Group Term Life Insurance: The Board shall provide annually a group Term Life Insurance policy for the Superintendent in the amount of \$150,000.
  - B. Health Benefit Plan: The Board shall offer a group health, hospitalization, vision and dental insurance plan with full family coverage, as well as life and long-term disability for the Superintendent. The Board shall pay up to the annual amount they approve, which is currently 80% of the cost of the Board approved insurance plan. The balance of the cost will be paid for by the Superintendent. If the Superintendent does not desire insurance coverage, the Board will allow \$5,000 per year as Cash In Lieu of Insurance.
  - C. Sick Leave: The Administrator shall be provided with twelve (12) sick days per year. Annual sick leave shall accrue to the Administrator on the first contract day of each new school year and shall not accumulate beyond 90 days.
  - D. Optional Benefits: The Superintendent may chose to opt-out of the health benefit plan at which time he could be paid in cash in lieu or a tax sheltered annuity using current carriers selected by the Board of Education.
  - E. Unused Time: Upon termination unused sick and/or personal days will be paid at \$75 per day up to a maximum of 30 days.
  - G. Merit Pay: The Superintendent qualifies to participate in the District’s merit pay system. An annual Effective or Highly Effective rating qualifies an annual contribution of 2% of the Administrator’s annual salary to an annuity program designated by the Administrator, or paid in cash upon administrator’s request.
- III. Study Reimbursement: The Board shall pay reasonable expenses for successfully completed academic university courses including: tuition, fees, textbooks, and other necessary costs that have the Board President’s approval.
- IV. Travel: All travel, lodging and meals will be reimbursed for school related travel and a monthly auto allowance of \$300 per month for every year thereafter.
- V. Dues and Professional Periodical: The District will pay the Superintendent’s professional membership dues and professional periodicals of choice each year of this contract.
- VI. Errors & Omissions: Due to the unique nature of the professional duties of the position of a Superintendent, the District will, at its expense, maintain an errors and omissions insurance policy providing coverage for this position while acting within the scope of his/her authority.