

# CONTRACT OF THE SUPERINTENDENT

THIS CONTRACT, made this nineteenth day of April and effective the First Day of July, 2012 by and between the CLINTON COMMUNITY SCHOOL DISTRICT, a Michigan Municipal Corporation, of Lenawee and Washtenaw Counties, Michigan having its principal offices at 341 E. Michigan Avenue, Clinton Michigan 49236, hereinafter referred to as the "DISTRICT" acting through its Board of Education, hereinafter referred to as the "BOARD," and David P. Pray of 102 Follis Court, Clinton, MI 49236, hereinafter referred to as the "SUPERINTENDENT";

NOW THEREFORE, IT IS AGREED between the parties that the District does hereby hire and employ the Superintendent as the Superintendent of the Clinton Community School District, and the Superintendent hereby accepts said employment upon the following terms and conditions:

1. **QUALIFICATIONS AND DUTIES:** The Superintendent agrees to serve the District as its Superintendent of Schools for the term of this contract and perform the duties required of him by law, to obey, fulfill, and to implement all the policies of the Board whether heretofore or hereafter adopted, and to carry out or cause to be carried out the educational program and policies of the Board during the term of this Agreement or any renewal or extension thereof. The Superintendent agrees to faithfully perform the duties of his office, to devote his entire time and attention, and best talents in the field of education, exclusively to the benefit of the District during the term of this contract. The Superintendent may undertake professional consultation, speaking engagements, writing, lecturing, university classes, and/or other professional activities which are not inconsistent with his full performance of the duties of the Office of Superintendent and of short-term duration so as not to interfere with the Office of Superintendent, scheduled at such time as he and the President of the Board shall mutually determine. The Superintendent may retain an honorarium or fees paid for his services in such outside activity. In no case shall the District be responsible for any expense attendant to the performance of outside activities. Any materials, books works, processes or intellectual property created by the Superintendent, or previous owned by him, which he uses during his term of office, shall remain the sole and separate property of the Superintendent and he shall be entitled to any copyrights,

royalties, or profits pertaining to such properties, provided, that he properly gives credit to the District in the publication.

The Superintendent shall have, in addition to those powers and duties set forth by law, the responsibilities, authority and power, subject to the approval of the Board and to the provisions of any applicable collective bargaining agreement, to organize, reorganize and arrange the administrative, supervisory, teaching, and other employee groups as shall, in his judgment, best serve the educational needs of the district. The administration of the instructional and business affairs of the District shall be delegated to the Superintendent and shall be administered by him with the assistance of the staff as prescribed by the Board. He shall have complete responsibility for the selection, placement, and transfer of personnel subject only to the duly adopted policies of the Board, and to the provisions of any applicable collective bargaining agreement, and otherwise to Board approval.

The Superintendent represents that he holds all certificates and other qualifications required by law for a teacher in the District and that the facts and statements set forth in his application dated April 11, 1994, and the attachments thereto are true.

2. **TERM:** The term of this contract shall be for two (2) years, commencing July 1, 2012, to and including June 30, 2013. Said Superintendent agrees to serve the District for twelve (12) month.

3. **RENEWAL:** The Board shall review this contract with the Superintendent annually and shall on or before May 1 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. The Board agrees that notice of non-renewal of this contract may only be given for just and reasonable cause. If no action is taken by the Board, the contract shall be deemed to have been renewed for an additional year.

4. **EVALUATION:** The Superintendent shall be evaluated in each year during the term of this contract using the criteria and an evaluation process, mutually agreed upon by the board and the Superintendent. If mutual agreement cannot be reached, the board shall proceed with the Superintendent's evaluation using criteria that includes the District's attainment of the goals adopted by the board, the Superintendent's completion of personal job goals that have been established, the manner in which day-to-day operations of the district are handled, Board/Superintendent relations, staff and community relations, and the degree to which the Superintendent fulfills duties for that position. The criteria and process adopted by the board should be communicated in advance to the Superintendent.

5. **NON-TENURE:** The Superintendent shall not be deemed to be granted continuing tenure in any administrative capacity, but shall be deemed to have granted continuing tenure only as an active classroom teacher at such time as he would normally attain tenure under the Michigan Teacher Tenure Act.
6. **RESIDENCE:** The Superintendent shall maintain his principal place of residence within the District.
7. **PROFESSIONAL MEETINGS:** The Superintendent may attend professional meetings at the local, state, and national levels, the reasonable expenses of said attendance to be paid by the District.
8. **PROFESSIONAL DUES:** The District shall pay the association dues of the Superintendent for the Michigan Association of School Administrators, and the District shall reimburse the Superintendent for professional magazines, books, and other memberships as necessary in order that the Superintendent shall be kept well informed about the activities and information relating to the operation of the school district as approved by the Board.
9. **COMPENSATION:** The District agrees to pay the Superintendent a sum of \$42,517.84. Compensation shall be paid in twenty-six (26) equal installments during each annual term of the contract.
10. **LIFE INSURANCE:** The Board shall provide a life insurance in the amount of \$250,000.
11. **TRANSPORTATION:** District will provide gasoline for the Superintendent vehicles
12. **COMMUNITY RELATIONS EXPENSES:** In determining the basic salary of the Superintendent, the Board recognizes that the Superintendent is expected to establish and maintain good relationships with persons and other entities, who are in a position to aid and assist in advancing the interest of the District. Since the Superintendent is expected to incur these non-reimbursable expenses on his own as ordinary and necessary expenses, this fact has been taken into consideration in establishing a salary. The Superintendent shall use his own good judgment relative to the total expenses necessary to maintain good relationships with various public persons and bodies. It is not, and has not been, the District's policy to reimburse the Superintendent for all these expenses which include: entertainment of persons with whom it is desirable to establish and maintain such relationships, memberships in clubs and organizations useful for this purpose, or expenses incurred by his spouse to accompany the Superintendent.

13. **VACATION DAYS:** The Superintendent shall be entitled to twenty (20) working days of paid vacation, exclusive of legal holidays during each annual term of this agreement. Such vacation period shall be with pay and shall be selected by the Superintendent during periods of time least disruptive to the operations of the District. These shall be in addition to the holidays recognized by the District.

14. **BENEFITS:**

The Superintendent shall be afforded the “emergency” and “sick leave” granted to the teachers.

15. **TERMINATION:** Either party may terminate this agreement at any time subject to the provisions of this agreement.

The Superintendent shall provide the Board with ninety (90) days notice of the Superintendent’s intention to resign his position and terminate the contract by delivering to the President of the Board a written notice stating his intention and the effective date of resignation.

The District may terminate this contract by resolution of its Board declaring the contract terminated and delivering a copy of said Resolution to the Superintendent. Said Resolution shall be effective ninety (90) days after adoption, or such later date, as the Board may determine.

Before the Board shall pass a Resolution terminating the contract, the Board shall inform the Superintendent of its intention to adopt such a resolution by communicating its intention in a private manner to the Superintendent. The Superintendent shall have then (10) days thereafter within which to demand written charges, notice of hearing, and a fair hearing before the Board. If the Superintendent so chooses, he may be accompanied by legal counsel at the hearing. Said legal expenses shall be paid for by the Superintendent. The hearing before the Board will be public or private at the option of the Superintendent. If a hearing is demanded the hearing shall be concluded before the Resolution terminating the contract is adopted by the Board. The Board may terminate the Superintendent with or without just cause, or for no cause, but the Board shall state its reasons for terminating the contract in written form addressed and delivered to the Superintendent and his legal counsel.

If the Board shall terminate the contract for just and good cause, the Superintendent shall have no claim for any damages including breach of the contract. If the Board shall terminate the contract for other than just and good cause, the Superintendent shall be entitled to assert any claim for damages, including breach of contract. Any claim by the Superintendent for damage or breach of contract must be submitted, at the demand of the Board or the Superintendent, to binding arbitration under the rules and procedures of the American Arbitration Association, and the arbitrator’s award shall be binding

upon the parties and shall be incorporated into a judgment by a Court of competent jurisdiction, pursuant to the Michigan Arbitration Act, and other applicable rules of law.

16. **ENTIRE AGREEMENT:** The within agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and no oral understanding or other communication shall constitute any amendment, revision, extension or renewal of the contract. No change shall be effective with respect to the terms of this employment agreement unless in writing and signed by both parties.

IN THE PRESENCE OF:

BOARD OF EDUCATION  
CLINTON COMMUNITY SCHOOLS

By *David P. Pray*  
Superintendent of Schools

By *Wale S. King*  
President, Board of Education

By *Jeffrey A. Lewis*  
Trustee, Board of Education

By *Standa Motey*  
Vice-Pres., Board of Education

By *Don Hiriman*  
Trustee, Board of Education

By *[Signature]*  
Secretary, Board of Education

By *Anne Miller*  
Trustee, Board of Education

By *David Gibson*  
Treasurer, Board of Education