

**Clintondale Community School District
Contract of Employment - Superintendent**

Pursuant to Section 1229(1) of the Revised School Code and in accordance with the action found in the December 12, 2016 meeting minutes of the **Board of Education** (“Board”) of the **Clintondale Community Schools** (“School District”), the Board employs **Gregory Green** (“Superintendent”) for a three (3)-year period beginning January 1, 2017 and ending on June 30, 2020, according to the terms and conditions of this Contract of Employment as specifically described below. Any extension of this Contract requires the express approval of the Board. Not later than March 30, 2020, the Board shall review this Contract with the Superintendent and determine whether it will be extended beyond June 30, 2020.

1. **Duties.** Gregory Green shall faithfully and diligently perform the duties of Superintendent as required by law and as prescribed by the Board, as well as those duties that may be further established, modified, or amended from time to time by the Board.

- A. The Superintendent acknowledges the ultimate authority of the Board as to his duties and agrees to faithfully perform those duties and to diligently implement the Board’s policies, regulations, rules, directives, and education programs.
- B. The Superintendent is subject to assignment and transfer to another position of administrative employment in the School District at the Board’s discretion.

2. **Qualifications.** The Superintendent represents that he possesses and will maintain all certificates, credentials, and qualifications required by law, including Revised School Code Sections 1246 and 1536, applicable administrative regulations, and those required by the Board to serve in the position assigned, including, but not limited to Board Policy.

- A. As a condition of continued employment, the Superintendent also agrees to meet all certification and continuing education requirements for the position assigned, as may be required by law, including applicable administrative regulations.
- B. If at any time the Superintendent fails to maintain all certificates, credentials, continuing education requirements, or qualifications for the assigned administrative position, this Contract shall automatically terminate and the Board shall have no further obligation.

3. **Performance.** The Superintendent agrees to devote his talents, skills, efforts, and abilities toward competently and proficiently performing all duties and responsibilities of the position assigned, including compliance with the directives of the Board to carry out its policies and educational programs.

- A. The Superintendent agrees to comply with and fulfill all responsibilities and tasks for which he is responsible as required by state and federal law and regulation, as well as by the Board through its policies, regulations, and directives.
- B. The Superintendent pledges to use his best efforts to maintain and improve the quality of School District operations and to constantly promote efficiency in all areas of his responsibility.

- C. The Superintendent agrees that he will diligently and competently discharge his duties on behalf of the School District to enhance its operations and will use his best efforts to maintain and improve the quality of the District's programs and services.

4. **Performance Evaluation.** The Superintendent's job performance shall be evaluated by the Board in writing and at least annually. The evaluation shall comply with Section 1249 of the Revised School Code (or its successor provisions). See MCL 380.1249.

5. **Compensation.** The Superintendent shall be paid at an annual (12-month) salary rate of not less than One Hundred Twenty-Five Thousand Dollars (\$125,000.00) in consideration of his performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board and as scheduled by the Board.

- A. The annual salary shall be paid in twenty-four (24) equal bi-monthly installments, beginning with the commencement of the fiscal/contract year (July 1 - June 30).
- B. The Superintendent's contractual salary constitutes the total compensation to be paid to the Superintendent for his services, regardless of the hours of service required to perform the job, and no overtime or additional compensation will be paid for such services except as otherwise specifically provided in this Contract.
- C. If the Superintendent receives wages under this Contract before commencing actual job duties, and then without good cause (as determined in the Board's sole discretion) leaves the School District's employment, the Superintendent agrees to reimburse the School District for all wages received for which no work was performed.
- D. The Board retains the right to adjust the Superintendent's annual salary during the term of this Contract. Any such salary adjustment shall not reduce the annual salary below the minimum annual salary prescribed above unless otherwise mutually agreed by the Administrator. Any adjustment in salary made during the term of this Contract shall be in the form of a written amendment and, when executed by the Superintendent and the Board, shall become a part of this Contract. Unless expressly stated in writing, any such salary adjustment amendment shall not be considered a new Contract or an extension of the Contract's termination date.
- E. Consistent with Section 1250 of the Revised School Code, the Superintendent's job performance and job accomplishment as evaluated pursuant to Paragraph 4 of this Contract will be a significant factor in determining any adjustment to the Superintendent's compensation. See MCL 380.1250.

6. **Tax-Deferred Annuity.** If the Superintendent receives a rating of "effective" or "highly effective" on his annual performance evaluation under ¶ 4, the Board shall contribute the following amount as a non-elective contribution to a 403b annuity designated by the Superintendent from a list of eligible programs available through the District's 403b Plan:

Three Thousand Five Hundred Dollars (\$3,500) at the end of the 2016-2017 school year only; and

Three Thousand Five Hundred Dollars (\$3,500) at the end of the 2017-2018 school year only; and

Three Thousand Five Hundred Dollars (\$3,500) at the end of the 2018-2019 school year only; and

Three Thousand Five Hundred Dollars (\$3,500) at the end of the 2019-2020 school year only.

The Board shall remit this contribution, if any, no later than June 30 as part of the Superintendent's compensation for the Contract year ending on that date.

7. **Appendix A.** Additional employment terms applicable to the Superintendent are set forth in Appendix A (attached and incorporated into this Contract).

8. **Reimbursed Expenses.** Consistent with Board Policy, the School District shall reimburse the Superintendent for all reasonable expenses resulting from the performance of his duties as Superintendent, including travel, meals, and lodging in accordance with the School District's per diem expense and reimbursement procedures.

9. **Professional Development.** Subject to approval by the Board President and consistent with Board policy, the Superintendent may attend appropriate professional meetings at the local, state, and national levels and shall be reimbursed for his related registration fees, tuition, travel, lodging, reasonable meal expenses not prepaid by the Board and in accordance with Board policy.

10. **Professional Dues.** The School District shall pay the Superintendent's association dues for membership in the American Association of School Administrators (AASA), the Michigan Association of School Administrators (MASA), and the MASA region in which the School District is located. The School District will pay the costs of other memberships for the Superintendent with the Board President's approval.

11. **Transportation.** The School District shall reimburse the Superintendent for use of his motor vehicle while conducting School District business. Such reimbursement is limited to travel outside of Macomb, Wayne, and Oakland Counties and shall be at the then-applicable School District mileage reimbursement rate.

12. **Insurance Programs.** Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder, or third-party administrator, the Board shall make premium payments on behalf of the Superintendent and his eligible dependents for the following insurance programs or comparable programs, subject to possible modification as stated in ¶ 13 below: Health, Dental, Optical, Life Insurance, Long Term Disability (See Appendix A).

- A. If the Superintendent elects to opt-out of Health Insurance, he shall instead receive Two Hundred Fifty Dollars (\$250.00) per month in lieu of Health Insurance. The Superintendent will continue to receive life insurance and long term disability insurance. To be eligible for this payment, the Superintendent must provide documentation of alternative health insurance coverage.

- B. The Superintendent agrees that the Board has the right to allocate to the Superintendent responsibility for a portion of the benefit plan costs for the insurance coverage specified above, as may be determined by the Board, in its sole discretion. This contribution, however, shall not be less than the amount determined by the Board to be necessary to comply with the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. The Board will notify the Superintendent of the amount for which he is responsible in excess of the Board-paid benefit plan cost contributions. The Superintendent agrees that the amount of benefit plan cost contributions designated by the Board as the Superintendent's responsibility shall be payroll-deducted from the Superintendent's compensation. As applicable and as permitted by law, this payment shall be processed through the Section 125 Plan on a pre-tax basis.

13. **Insurance Contracts.** The Board reserves the right to change the identity of the insurance carrier, policyholder, or third-party administrator for any of the coverage for the plans and programs identified in ¶ 12, provided that comparable coverage (as determined by the Board) is maintained during the term of this Contract. Additionally, the Board reserves the right to self-fund any of the benefits listed in ¶ 12.

- A. The Board shall not be required to remit premiums for any insurance coverage for the Superintendent and his eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder, or third-party administrator.
- B. The terms of any contract or policy issued by any insurance company or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters.
- C. The Superintendent is responsible for ensuring the completion of all forms and documents needed to receive the above-described insurance coverage.
- D. The Board, by remitting the premium payments required to provide the above-described insurance coverage(s), shall be relieved from all liability with respect to insurance benefits.

14. **Errors and Omissions Insurance.** The Board agrees to pay the premium amount for errors and omissions insurance coverage which includes the Superintendent while engaged in the performance of a governmental function and while the Superintendent is acting within the scope of his employment authority.

- A. The terms of the errors and omissions insurance policy shall control the Superintendent's defense and indemnity. The Board's sole obligation shall be limited to the payment of premium amounts for the above errors and omissions coverage.
- B. If such insurance coverage cannot be purchased at a reasonable premium rate, the Board has the right to discontinue said coverage and will notify the Superintendent. In that event, the Board agrees on a case-by-case basis to consider providing legal defense or indemnification to the Superintendent as authorized under MCL 691.1408 and MCL 380.11a(3)(d).

15. **Vacation.** The Superintendent is employed on the basis of fifty-two (52) weeks of work per contract year (July 1 - June 30), as scheduled by the Board. The Superintendent shall be granted

vacation time of ten (10) days per contract year, in addition to the holidays recognized by the School District and identified in ¶ 16 below.

- A. The Superintendent shall schedule use of vacation days in a manner to minimize interference with the School District's business and orderly operation. The Superintendent shall not take more than ten (10) consecutive working days as vacation at any one time while school is in session without prior Board approval. All other vacation scheduling is subject to approval by the Board President.
- B. Vacation days must be used within the Contract year for which they are made available and shall not accumulate beyond the Contract year. The Superintendent may carry over up to five (5) unused vacation days into the next contract year.
- C. Upon separation from employment with the District, the Superintendent shall be paid on a per-diem basis for up to a maximum of five (5) unused vacation days.

16. **Holidays.** Consistent with the School District's calendar, the Superintendent is entitled to the following holidays for which no service to the School District is required: Labor Day, Thanksgiving and the day after Thanksgiving, Christmas Eve Day and Christmas (or the two days surrounding December 24 and 25 if they fall on a non-work day), New Year's Eve Day, New Year's Day (or the two days surrounding December 31 and January 1 if they fall on a non-work day), Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day.

17. **Personal Leave Days.** The Superintendent shall be granted personal leave of fifteen (15) days per Contract year. On an annual (Contract year) basis, the Superintendent may exchange up to ten (10) unused personal leave days at a rate of one hundred dollars (\$100.00) per day. Unused paid leave days shall accumulate to a maximum of twenty-one (21) days for use for absence due to personal illness only.

- A. The Superintendent shall schedule use of personal leave in a manner to minimize interference with the School District's business and orderly operation.
- B. Upon retirement, the Superintendent may receive a cash payment or his accumulated personal leave days at the amount of one-half (½) of the Administrator's per-diem wage rate, provided that the Administrator has attained at least ten (10) years of full-time service to the School District, with a minimum of five (5) of those service years as an administrator.

18. **Disability Leave.** In the event of the Superintendent's mental or physical incapacity to perform his/her duties, he shall be granted an initial leave of sixty (60) work days for purpose of recovery. The Superintendent shall first exhaust any accumulated personal leave and accrued vacation time, with the balance of the sixty (60) work-day period to be unpaid. Health plan premium payments shall be made on behalf of the Administrator during this interval to the extent required by law. Upon using leave under this provision, the Superintendent shall furnish medical certification to the Board (or its designee) as to the necessity for the leave.

- A. If the Board (or designee) has reason to doubt the validity of the medical certification supplied by the Superintendent, a second opinion may be requested, at Board expense.

- B. The Superintendent may request a ninety (90) work-day unpaid leave extension in the event of his physical or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is a verified prognosis that the Superintendent will be able to resume his duties at the end of the extended leave interval. Medical certification shall be supplied by the Superintendent as a condition to any leave extension. Any leave extension for this purpose shall be at the Board's discretion.
- C. If the Superintendent is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any leave extension), his employment and this Contract may be terminated at the Board's option. However, no such termination shall occur when restoration after leave is required by the Family and Medical Leave Act.
- D. Before any resumption of duty after an unpaid leave of absence for a serious health condition, the Superintendent shall provide to the Board a fitness-for-duty certification from the Superintendent's health care provider. A second opinion may be required by the Board, at its expense, unless the securing of the second opinion is precluded by the Family and Medical Leave Act.

19. **Medical Examination.** The Superintendent shall submit to such medical examinations (including drug or alcohol tests, as well as psychological or psychiatric evaluation), supply such information, and execute such documents as may be required by any underwriter, policyholder, or third-party administrator providing insurance programs specified under this Contract, or as may be directed by the Board to determine the Superintendent's ability to perform the essential job functions required by his assignment, with or without reasonable job accommodation(s).

- A. Upon the Board's request, the Superintendent shall authorize the release of medical information necessary to determine if the Superintendent is able to perform the essential job functions required by his assignment, with or without reasonable job accommodation(s).
- B. Any medical or psychological examination or disclosure of such information required of the Superintendent by the Board shall be job-related and consistent with business necessity.
- C. Any medical or psychological examination under this section shall be at Board expense and shall be conducted by appropriate medical personnel of the Board's choice.
- D. Any information obtained from medical examinations or inquiries shall be confidential. The Superintendent may receive the results of Board-ordered tests and examinations upon written request.

20. **No Tenure in Position.** In accordance with the Teachers' Tenure Act, the Superintendent agrees that he shall not be deemed to have been granted tenure in the administrative position initially assigned or to which he may be assigned or transferred or in any capacity other than that of a classroom teacher, should the probationary period required for tenure as a teacher be fulfilled by virtue of this Contract or any employment assignment requiring certification with the School District.

21. **Nonrenewal.** The Board's decision to discontinue or non-renew the Superintendent's employment for any subsequent period in any capacity (other than as a classroom teacher as may be

required by the Michigan Teachers' Tenure Act), shall not be deemed a breach of this Contract or a discharge or demotion pursuant to the Michigan Teachers' Tenure Act.

22. **Termination by Board.** The Board is entitled to terminate the Superintendent's employment at any time during the term of this Contract when it determines that the Superintendent has engaged in any act of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if the Superintendent materially breaches the terms and conditions of this Contract, or for any other reason that is not arbitrary or capricious.

- A. The foregoing standard for termination of this Contract during its term do not apply to nonrenewal of this Contract at the expiration of its term, which decision is discretionary with the Board and shall be governed by Section 1229 of the Revised School Code, MCL 380.1229.
- B. If the Board undertakes to dismiss the Superintendent during the term of this Contract, he shall be entitled to written notice of charges and an opportunity for a hearing before the Board.
- C. If the Board terminates the Superintendent's employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further contractual obligation to the Superintendent.

23. **Termination by Superintendent.** This Contract may be terminated by the Superintendent upon written notice to the Board at least ninety (90) days before the termination date specified in the written notice. The Superintendent's failure to provide this notice shall result in the forfeiture of any payout for unused personal leave and vacation days unless otherwise agreed by the Board in its sole discretion.

24. **Arbitration.** If a dispute relating to the Superintendent's termination arises during the term of this Contract, the parties agree to submit such dispute to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association, and shall comply with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.

- A. The parties intend that this process of dispute resolution shall include all contract and statutory claims advanced by the Superintendent arising from his termination during the term of this Contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. However, this agreement to arbitrate does not restrict the Superintendent from filing a claim or charge with any state or federal agency (such as the Equal Employment Opportunity Commission or the Michigan Department of Civil Rights), and does not apply to any claims for unemployment compensation or workers' compensation which may be brought by the Superintendent. Instead, this agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings.
- B. This agreement to arbitrate means that the Superintendent is waiving his right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, the Superintendent has the right to representation by counsel of his choice, the right to appointment of a neutral arbitrator, the right to reasonable

discovery, and the right to a fair hearing. However, the Superintendent, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.

- C. The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and the Superintendent, subject to the Superintendent's right to seek to tax such fees as costs against the Board.
- D. Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within one hundred eighty (180) days of the effective date of the Superintendent's termination during the term of this Contract. The arbitrator's decision and award shall be final and binding on the parties. Judgment thereon may be entered in the Macomb County Circuit Court pursuant to MCL 600.1681.

25. **Limitations.** The Superintendent agrees that any claim or suit for breach of this Contract or otherwise arising out of his employment with the Board must be filed no more than six (6) months after the date of the employment action that is the subject of the claim or suit. The Superintendent understands that the statute of limitations for claims arising out of an employment action may be longer than six (6) months, but agrees to be bound by this contractual six (6) month limitations period and waives any statute of limitations to the contrary. Should a court of competent jurisdiction determine that this provision allows an unreasonably short period of time to commence a lawsuit, it is the parties' intent that the court will enforce this provision to the extent possible and declare the lawsuit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.

26. **Entire Agreement.** This Contract contains the entire agreement and understanding between the Board and the Superintendent about the Superintendent's employment. Prior or concurrent representations, promises, contracts, or understandings (written or oral) not contained in this Contract have no effect.

- A. Any prior agreement (written or oral) pertaining to the terms of this Contract is cancelled and superseded by this Contract. Provided, however, that this Contract is voidable under the Revised School Code's provisions pertaining to criminal history and records checks.
- B. No change or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board as reflected in its minutes, and signed by the Superintendent and the President and Secretary of the Board.
- C. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provisions of this Contract at such time or at any other time.


27. **Separability.** Whenever possible, this Contract shall be interpreted in a manner to be effective and valid according to Michigan law. If any provision of this Contract becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Contract shall continue in full force and effect without said provision(s).

28. **Jurisdiction/Venue.** The proper jurisdiction and venue for an action to enforce this Contract or interpret its terms is the Macomb County Circuit Court, State of Michigan (except as the parties have otherwise agreed to arbitration in ¶ 22).

29. Authorization. This Contract is executed on behalf of the School District pursuant to the authority contained in the Board resolution adopted on December 12, 2016, the same to be incorporated by reference.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on the date noted.


Date: December 12, 2016

SUPERINTENDENT


Gregory Green

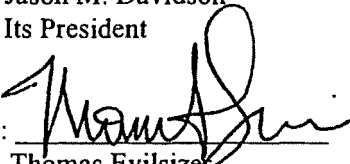
Date: December 12, 2016

CLINTONDALE COMMUNITY SCHOOLS
BOARD OF EDUCATION

By: 

Jason M. Davidson
Its President

Date: December 12, 2016

By: 

Thomas Evilsizer
Its Secretary

Appendix A

1. If the District's total student enrollment (excluding students enrolled in the alternative education, adult education, and cyber education programs) increases by three percent (3%) based on a comparison between the audited Fall student count and the subsequent year's audited Fall student count, the Superintendent shall receive a bonus payment of Ten Thousand Dollars (\$10,000.00), which will be paid during the last payroll in June of the following year in which it earned.
2. If the District's Audited Year-End Fund Balance (June 30, 2017, June 30, 2018, June 30, 2019, and June 30, 2020), reaches the set percentage of the overall revenue of that fiscal year listed, the Superintendent shall receive the stated bonus amount listed below. The bonus will be paid in the second payroll following the acceptance of the audit by the board. This bonus is available in the 2016/2017, 2017/2018, 2018/2019 and 2019/2020 fiscal years based upon the percentage of the audited fund balance at the end of the respective fiscal year.

June 30, 2017 Available Bonus Scale

- a. 5% Fund Balance – Fifteen Thousand Dollars (\$15,000.00)
- b. 6% Fund Balance – Twenty Thousand Dollars (\$20,000.00)
- c. 7% Fund Balance – Twenty-Two Thousand Five Hundred Dollars (\$22,500.00)

June 30, 2018 Available Bonus Scale

- a. 6% Fund Balance – Twenty Thousand Dollars (\$20,000.00)
- b. 7% Fund Balance – Twenty-Two Thousand Five Hundred Dollars (\$22,500.00)
- c. 8% Fund Balance – Twenty-Five Thousand Dollars (\$25,000.00)

June 30, 2019 Available Bonus Scale

- a. 6% Fund Balance – Seventeen Thousand Five Hundred Dollars (\$17,500.00)
- b. 7% Fund Balance – Twenty Thousand Hundred Dollars (\$20,000.00)
- c. 8% Fund Balance – Twenty-Five Thousand Dollars (\$25,000.00)

June 30, 2020 Available Bonus Scale

- a. 6% Fund Balance – Fifteen Thousand Dollars (\$15,000.00)
- b. 7% Fund Balance – Twenty Thousand Hundred Dollars (\$20,000.00)
- c. 8% Fund Balance – Twenty-Five Thousand Dollars (\$25,000.00)
- d. 9% Fund Balance – Twenty-Seven Thousand Five Hundred Dollars (\$27,500.00)