

MOUNT CLEMENS COMMUNITY SCHOOL DISTRICT  
Mount Clemens, Michigan

SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

**THIS CONTRACT**, made and entered into at Mount Clemens, Michigan, this 1<sup>st</sup> day of July, 201\_\_\_\_, by and between the Mount Clemens Community School District, (hereinafter the "School District") and \_\_\_\_\_, (hereinafter the "Superintendent"). This agreement revokes and otherwise supersedes any and all other contracts or agreements, including oral agreements, that may be in effect as of this date which concern the employment relationship between the Superintendent and the School District.

IT IS AGREED:

1. **Employment** - The School District hereby employs the Superintendent and the Superintendent agrees to work for the School District for the period of time commencing July 1, 201\_\_\_\_\_ and ending June 30, 201\_\_\_\_\_ subject to all covenants and conditions of this contract. It is understood and agreed that the Superintendent is employed in the capacity of Superintendent as defined in the Michigan Revised School Code.

2. **Duties** - The Superintendent agrees to serve the School District and perform the duties in his capacity as an Superintendent as directed by the Superintendent and/or Board of Education for the School District and as required by the laws of the State of Michigan. The Superintendent further agrees to obey and fulfill the policies, rules and regulations as established from time to time by the Board of Education of the School District and to carry out its programs and policies, rules and regulations as established from time to time by the Board of Education of the School District during the entire term of this contract.

3. **Salary** - The School District agrees to pay the Superintendent a salary of One hundred twenty five thousand seven hundred dollars (\$127,500.00) per annum for the contract year ending June 30, 2012. The amount of such salary may be adjusted by action of the Board of Education for the School District from time to time thereafter, but shall in no event during the term hereof be less than the foregoing. The Superintendent agrees to devote his time, skill, labor and attention to this employment, and to perform faithfully his duties as directed by the Superintendent, Board of Education, or as otherwise required by law or the dictates of prudent judgment as an educator and Superintendent. The above annual salary shall be paid in equal installments in accordance with the policy of the Board of Education governing payment of other certified administrative personnel employed by the School District

4. **Educational Stipend.** The Superintendent shall receive a yearly educational stipend in recognition of his Doctorate degree in the amount of Five Thousand and 00/100 (\$5,000.00) dollars.

5. **FICA** - The District shall reimburse the Superintendent for Social Security tax and the Medicare tax withheld from the Superintendent's salary. In no event shall the reimbursement exceed the actual yearly amount of the above referenced deduction. The reimbursement shall be paid monthly for each month actually worked.

6. **Work Year** - The Superintendent shall perform his duties over the full twelve (12) months of the School District's fiscal year (July 1 to June 30), less applicable vacation, leave and holidays. The Superintendent shall be expected to attend meetings of the Board of Education and its committees and to attend and participate in School District functions or, on occasion, other civic activities having relation to the School District. The time expended in attending such meetings and activities has been taken into account in setting the aforesaid salary, and thus no additional compensation shall be forthcoming for such attendance.

7. **Tenure** - It is expressly agreed that the Superintendent shall not be deemed to be granted continuing tenure in his capacity as Superintendent or in any other administrative capacity by virtue of this contract of employment.

8. **Evaluation** - Annually, but no later than April 1 of each calendar year, the Board of Education shall review and evaluate the Superintendent's progress toward established goals,, mutually agreed to by the Superintendent and the Board, and working relationships with the Board, the staff and the community.

9. **Conflict of Interest** - The Superintendent will faithfully serve the School District and be regardful of its interest during the term of this contract, and thereafter to the extent required by this contract and by law. The Superintendent will not directly or indirectly acquire or otherwise possess any interest adverse to that of the School District. In the event that a question arises as to whether a given interest is in conflict with the interests of the School District, the Superintendent shall make full disclosure of same to the Board of Education for its review and disposition, which disposition shall be controlling and complied with by the Superintendent.

10. **Other Work** - Subject to the prior consent of the Board of Education, or its President, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other similar professional duties and obligations.

11. **Professional Activities** - The Superintendent shall attend appropriate professional activities at the local, state and national levels (AASA, NABSE and NSBA), within budget constraints, as approved by the Board of Education, such costs of attendance shall be paid by the Board of Education.

12. **Membership Dues** - The School District shall pay the cost of the Superintendent's membership in educational, professional and local civic or fraternal organizations.

13. **Medical Examination** - At least once a year during the term of this contract, the Superintendent shall have a medical examination, the costs for which shall be paid by the School District. A copy of the report from the examination or a certificate of the physician certifying the fitness of the Superintendent shall be provided to the President of the Board of Education as soon as it is available following the examination. The Board of Education reserves the right to direct the Superintendent to an examining physician for a medical report if, in its judgment, there are circumstances which warrant a verification of either the physical or psychological competence of the Superintendent. The reports from both the annual examination and the latter examinations may be shared by the President of the Board of Education with the other trustees but shall otherwise be maintained in confidence.

14. **Board Meetings** - Among his other duties, the Superintendent shall prepare the agendas for each Board of Education meeting in consultation with the President of the Board or the President's designee, and forward same to each member of the Board of Education, along with his recommendation and supporting documentation on each agenda item, consistent with policy and procedure so that each member can assimilate such information prior to the meeting.

15. **Disability** - Should the Superintendent be unable to perform the duties and obligations of this contract, by reason of illness, accident or other causes and such disability exists for a period of more than one hundred eighty (180) calendar days, and are expected to continue for the foreseeable future, the Board of Education, at its option, may terminate this contract, whereupon the respective rights, duties and obligations of the parties shall thereby terminate. Likewise, if it is immediately determinable that such disability is permanent, irreparable or of such nature as to make the continued performance of the Superintendent's duties improbable, the Board, at its option, may forthwith terminate this contract, whereupon the respective rights,

duties and obligations of the parties shall thereby terminate. This provision shall not in any way derogate from any long-term disability benefits that apply by operation of other provisions of this contract. In the event the Board terminates this Contract under this paragraph, the Board shall continue the salary and benefits of the Superintendent during the waiting period prior to her receipt of long term disability benefits under the policy provided to him by the School District.

16. **Retirement** - The School District shall assume the full costs of contributions to the state retirement system for school employees, as may be required by law, not to include MIP contributions.

17. **Automobile and Related Expense** - The Superintendent shall be required to own or lease and operate an automobile for the purpose of traveling to the various school buildings and facilities of the School District as well as to attend out-of-district conferences and meetings in the course of his duties. The District shall pay the Superintendent, during the term of this agreement, six hundred and seventy five and 00/100 Dollars (\$675.00) per month as full reimbursement for the expenses attendant to such obligation, including, but not limited to, mileage, depreciation expense or lease charges, automobile liability insurance, license fees and taxes. This payment is for all in-state travel.

18. **Vacation** - The Superintendent shall receive twenty-five (25) days of vacation annually, exclusive of legal holidays. The Superintendent shall not be allowed to carry over any unused vacation days to the ensuing school year, and any unused vacation days shall be forfeited. Such days shall be taken at the Superintendent's discretion but upon prior notice of scheduling same to the President of the Board of Education.

19. **Tax Deferred Annuity** - The Superintendent shall annually receive a tax deferred annuity in the amount of Ten Thousand (\$10,000.00) dollars with the deferred

annuity program selected by the Superintendent.

20. **Life Insurance** - The School District shall provide the Superintendent with a term life insurance policy, if Superintendent qualifies, providing coverage in the face amount of three (3) times the Superintendent's annual compensation rounded up to the next \$1,000. The provision of said insurance coverage shall be subject to the condition of the Superintendent's health being such that he qualifies, within the requirements of the insurance carrier, for coverage on a non-rated premium basis.

21. **Other Insurance Benefits** - The Superintendent shall be entitled to insurance coverage providing benefits for long-term disability, health/medical services, dental treatment and services, accidental death and dismemberment and optical appliances. Such coverage shall be as provided pursuant to an insurance program referred to as MEBS. The Superintendent acknowledges that he has reviewed the policy specifying the terms and limitations of such coverage and finds same acceptable. The Superintendent acknowledges that these benefits may be modified or changed, from time to time, by resolution of the Board of Education, and that, in doing so, that will alter these conditions and benefits. It is, moreover, acknowledged by the Superintendent that such potential modification or changes may reduce the level of benefits which these conditions and benefits will presently afford to him.

The School District agrees that it shall provide insurance to defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual capacity, or in his official capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting within the scope of his employment and excluding criminal litigation. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

22. **Sick Leave Days** - Starting with ten (10) days, the Superintendent shall be entitled to accumulate one-fourth (1/4) day per work week, plus one (1) day per

semester, for the purpose of receiving salary and fringe benefits for days wherein the Superintendent is ill or has suffered a disabling injury, as well as for days of bereavement, religious holidays or pressing personal business. Such accumulation up to 180 days shall be exclusively available for use for the purposes above. Upon the Superintendent's retirement or resignation the Superintendent shall be reimbursed for unused sick leave days in the manner as other school administrators unless the contract is terminated for cause. The board will, at the Superintendent's option, pay the equivalent of one hundred (100%) of one year purchase of universal service credit or \$10,000.00, whichever is less.

23. **Expense Reimbursements and Advances** - The Superintendent shall be entitled to an annual expense account of Two Thousand (\$2,000.00) for actual and necessary costs and expenses incurred in the course of performing his duties. The Disbursements from said account by the Superintendent shall be supported by invoices or receipts and identification in writing of the related business purpose. The Superintendent shall be additionally entitled to reimbursements or advancements for expenses incurred or to be incurred in the performance of duties, such the expenses of travel to approved conferences, consistent with the established policies and procedures of the School District. The aforementioned expenses shall be reimbursed in the same manner as other employees are reimbursed.

25. **Totality of Terms** - This contract contains all of the terms agreed to by the parties with respect to the subject matter of this contract and supersedes all prior contracts, arrangements and communications between the parties concerning such subject matter, whether oral or written.

26. **Termination of Contract** - In addition to any other rights the School District may have by law or under this contract, this contract may be terminated at any time during its term by the School District for acts of moral turpitude, misconduct or if the Superintendent violates any of the terms or covenants of this contract. In such event, the Superintendent shall be advised in writing, in advance, of the Board of Education's intention to consider effecting such a mid-term termination and provided an opportunity for a hearing in regard to the prospect of such termination, which

hearing may be open to the public or closed, at the Superintendent's option. Following the hearing, should the Board of Education determine to terminate this contract, the Superintendent shall have the right, exclusive of any other rights or remedies available to him at common law or by statute, to request arbitration, the award arising out of which shall be binding on the School District and the Superintendent and enforceable in any court of competent jurisdiction in this state. The scope of the arbitrator's review pursuant to this submission agreement shall be limited to determining whether the Board of Education acted arbitrarily and capriciously in its determination to terminate the Superintendent's employment. The arbitrator shall be selected through the mutual cooperation between the representatives or counsel for the respective parties, failing agreement on which may be referred by either party to the Detroit Regional Office of the American Arbitration Association for appointment of an arbitrator and processing under their Voluntary Labor Arbitration Rules. In the event that the Superintendent desires to terminate this agreement prior to its expiration, he may do so by providing thirty (30) days advance written notice to the Board of Education.

27. **Moving Expenses** – The Board of Education agrees to pay the reasonable cost for the Superintendent moving his household from \_\_\_\_\_ to Michigan. This cost shall not exceed Ten Thousand and 00/100 (\$10,000.00) dollars. The Superintendent shall receive prices from at least three moving companies for the Michigan move of his household. These bid pricings shall be provided to the Board of Education, and the Superintendent shall select the lowest responsible bid, such cost to be fully reimbursed by the Board of Education to the moving company, or the Superintendent in an amount not to exceed Ten Thousand and 00/100 (\$10,000.00) dollars.

28. **Other** – The Superintendent shall have complete authority to organize, re-organize and arrange the administrative and supervisory staff, including personnel, instruction and business affairs, which in his judgment best serves the District. The responsibility for selection, placement and transfer of personnel shall be vested in the Superintendent, subject to approval by the Board. The Board, individually and collectively, shall refer promptly all criticisms, complaints and suggestions called to its attention to the Superintendent for study and recommendation.



Witness:

\_\_\_\_\_

\_\_\_\_\_

**THE SUPERINTENDENT:**

By: \_\_\_\_\_

**MOUNT CLEMENS COMMUNITY  
SCHOOL DISTRICT**

By: \_\_\_\_\_

Earl C. Rickman, III, President