

Greenville Public Schools

Letter of Agreement

This letter of agreement between the Greenville Board of Education and the Superintendent of Schools.

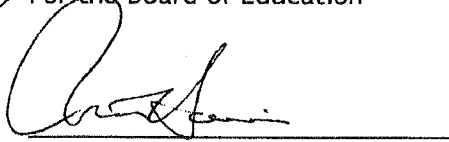
Due to unforeseen financial pressures on the District, the Superintendent has requested voluntarily reopening the terms of his employment contract. By mutual agreement, the following compensation reductions will occur for the 2011-12 school year:

1. Wage increase of 1.5% applied in 2010-11 will be removed (net reduction of 1.5% in base salary)
2. Premium sharing will be implemented as follows:
 - HMO FF monthly employee contribution-\$200 (Sept 2011-Dec 2011)
 - HSA FF monthly employee contribution-\$110 (eff. January 2012)
3. Car Allowance (\$1,500/year) will be eliminated, with a partially offsetting increase in gas allowance of \$960. It is understood that future adjustments will be made to address inflation.
4. Vacation (unused) buy-back will be limited to three (3) days, with a lift in the cap on carryover of unused vacation days. Excess vacation carry over shall be used within 30 days.

The above listed voluntary reductions in compensation result in a net savings to the District of \$5,058 plus 1.5% of base salary annually.


For the Board of Education

6/27/11
Date


Peter Haines

6/27/11
Date

6/27/2011

SUPERINTENDENT'S EMPLOYMENT CONTRACT

Between
Peter J. Haines
and the Board of Education
of the Greenville School District

This contract is entered into on the 1st day of July, 2008, between the Board of Education of the Greenville School District, referred to as the "Board of Education," and Peter J. Haines, referred to as "Superintendent," in this contract.

Because the Board of Education at a meeting held on the 9th day of June, 2008, approved the employment of the Administrator as Superintendent in accordance with the terms and conditions of this contract, and the Administrator desires to be employed by the Board of Education in accordance with the terms and conditions of this contract, the parties in consideration of the mutual promises contained in this contract, agree to the following:

1. **Term.** This contract shall take effect on the 1st day of July, 2008 and continue in force through the 30th day of June, 2011, subject to extension and termination as provided in Paragraph 4.
2. **Duties.** The Superintendent represents that he meets all Michigan requirements and the qualifications established by the Board of Education of this administrative position. The Superintendent agrees to serve for 12 months each school year and to perform the duties of Superintendent in a competent and professional manner in compliance with the laws applicable to the school district and the bylaws, policies, and regulations adopted by the Board of Education.
3. **Evaluation.** The Superintendent will be evaluated by the Board of Education as prescribed by Board policy. The Superintendent will remind the Board of this responsibility in a timely manner.
4. **Extension.** This contract may be extended either by option of the Board of Education or by operation of law, as follows:

- A. **Board Option.** The Board of Education shall annually set the salary to be paid to the Superintendent for that school year. All other terms and conditions of this contract shall remain unchanged unless changes are mutually agreed to by the parties.

The Board of Education in its sole discretion and with or without cause may decline to extend this contract for an additional year. The Board shall review this contract with the Superintendent annually, and shall, on or before March 31 of each year take official action determining whether or not it is extended for an additional year and notify the Superintendent of this action in writing.

- B. **Operation of Law.** Unless the Board of Education gives written notice of non-renewal of this contract to the Superintendent at least 90 days before the contract's termination date, this contract will, without further action, be automatically renewed for an additional one-year period as provided by Public Act 183 of 1979. The Superintendent

annually shall advise the Board of Education of this obligation during the month of January.

5. **Tenure Exclusion.** This contract does not confer tenure upon the Superintendent in the position of Superintendent or any other administrative position in the district.
6. **Compensation.** The Board of Education shall pay the Superintendent an annual salary of \$121,495 dollars for the school year 2008 to 2009 (before any negotiated increase) and a salary of not less than \$121,495 beginning with the 2009-2010 school year and not less than \$121,495 dollars for the school years 2010 to 2011. The salary shall be paid in 26 equal installments. The Board of Education retains the right to adjust the salary during the continuation of this contract, but an adjustment shall not reduce the annual salary below the figures specified in this paragraph.
7. **Benefits.** The Superintendent is entitled to the following specific benefits:
 - A. Unless otherwise specified in this agreement, the Superintendent shall receive insurance, compensation, and fringe benefits not less than those granted by the Board of Education to teachers and administrators employed by the Board of Education.
 - B. The Superintendent shall receive 20 days of paid vacation annually exclusive of legal holidays. The annual cut-off date for use of paid vacation days will be June 30. A maximum of up to five (5) vacation days can be carried over to the next year or be paid at the preceding year daily rate. Unused days beyond the five (5) days will be annually cleared from the record. Vacation time is earned within the contract year.
 - C. The Board of Education shall provide the Superintendent the cost of tuition and fees in an amount equal to other professional administrative staff.
 - D. The board will provide compensation in the sum of Eight (8) Per Cent to be used for investment in an instrument chosen by the Superintendent.
 - E. The Board, upon an annual satisfactory evaluation, will provide performance and retention compensation at Four (4) Per Cent to be paid each subsequent year. Subsequent years to be increased by One-half (1/2) Per Cent per year for total accumulation to Five (5) Per Cent.
 - F. The Board of Education retains the right to adjust the superintendent's benefits, but in no case will they be less than those specified in this contract. Any additional benefits must be agreed to by the parties and added to the contract or included in a signed letter of agreement.
9. **Professional Development.** The Superintendent is encouraged to be active in his professional associations. The Superintendent may join appropriate local, state, and national professional organizations as approved by the Board of Education with dues paid by the Board.

The Superintendent is encouraged to attend professional conferences and meetings of organizations such as MASA and MASB. Expenses for attendance at professional conferences and meetings shall come from designated budgets and be in keeping with expense procedures.
10. **Special Provisions.** The Board prefers that the Superintendent live within the boundaries of the school district.

Superintendent contract continued...


11. **Annuity Program.** The District at the request of the Superintendent and in accordance with the federal law, shall withhold and transfer an amount of salary to a tax-deferred annuity program through payroll deduction.
12. **Termination.** The Superintendent represents that he holds all certifications, credentials, or other qualification required by law and by the district to serve in the position of Superintendent. The Superintendent shall complete all Continuing Education Units required by law or Michigan Department of Education regulations. If, at any time, the Superintendent fails to maintain the credentials and qualifications for the position of Superintendent as required by this contract, the contract shall automatically terminate.

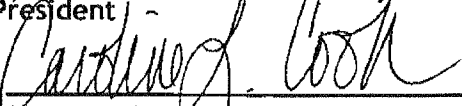
The Superintendent shall be subject to discharge for good reason(s), but the Board of Education shall not arbitrarily or capriciously dismiss him. No discharge shall be effective until written charges have been served upon him, and he shall have the opportunity for a fair hearing before the Board of Education after 10 days notice in writing. At such hearing, he may have legal counsel at his own expense.
13. **Severability.** If any provision of this contract is ruled illegal or unenforceable by the court of competent jurisdiction, the remainder of the contract not affected by the ruling shall remain valid and in effect.
14. **Dispute Resolution.** Any dispute or controversy relating to a provision of the contract which involves a claim of monetary damages or employment, or both, including any claim related to termination of employment, will be arbitrated pursuant to the rules of the American Arbitration Association.
15. **Governing Law.** This contract is governed by and shall be interpreted in accordance with the law of the State of Michigan.

We the parties to this Superintendent's Employment Contract, sign our names and execute this contract as of the day and year written in the opening paragraph.

For the Board of Education:

By the Superintendent



President


Vice-President

