



SAGINAW
PUBLIC SCHOOLS

EMPLOYMENT AGREEMENT
FOR THE SUPERINTENDENT OF SCHOOLS

This Agreement is entered into on this _____ day of October 1, 2015, by and between THE SCHOOL DISTRICT OF THE CITY OF SAGINAW (School District or Board) and NATHANIEL B. MCCLAIN (Superintendent) for the position of Superintendent.

For good, valuable, and sufficient consideration, the parties hereby agree as follows:

1. **TERM:** This Agreement shall be for up to three years beginning on the effective date of this Agreement, indicated above, through June 30, 2018. Notwithstanding, the Superintendent shall serve at the pleasure of the Board of the School District and at all times relevant shall be an employee at-will. On or before, March 30, 2018, and each March 30 thereafter, the Board will formally advise the Superintendent if the School District is *not* going to extend this Employment Agreement for up to an additional one (1) school year period of July 1 to June 30th. In the event the Board fails to notify the Superintendent on or before March 30, 2018 or each March 30 thereafter, that it is not going to extend this Agreement, the Agreement shall automatically be extended an additional one (1) school year incremental period of July 1 to June 30. (Example: If the Board were to fail to notify the Superintendent on or before March 30, 2018 that it is not going to extend this Agreement, the Agreement would be extended to June 30, 2019.)

2. **SALARY.** The Superintendent's annual salary from the commencement of this Agreement shall be ONE HUNDRED AND THIRTY THOUSAND AND 00/100 DOLLARS (\$130,000.00).¹ The School District hereby retains the right to adjust the annual school year salary of the Superintendent at its discretion for any subsequent contract extension.² Any adjustment in salary made during the life of this Agreement may be in the form of an amendment to this Agreement.

The annual salary shall be paid in equal installments in accordance with the School District's policy governing payment to professional staff members in the School District.

3. **RESPONSIBILITY OF SUPERINTENDENT.** The Superintendent warrants, represents and affirms to the School District that he is fully qualified to serve as Superintendent of schools and agrees to maintain such qualifications in accordance with the laws of the State of Michigan and the rules and regulations of the Department of Education, and to comply with all such qualification requirements, including but not limited to those pursuant to Section 1246 of the Michigan Revised School Code. It is agreed that the Superintendent will not accept employment other than with the School District of the City of Saginaw, provided, however, that the Superintendent may, with prior approval of the Board, undertake speaking engagements, writing, or lecturing, not in conflict with the District or with his District duties and obligations for the District.

The Superintendent agrees to perform those duties and responsibilities provided for in the Michigan School Code, and such other assigned duties as may be directed by the Board, to perform faithfully all of his duties and District obligations, and to obey, fulfill, and abide by all of the policies and decisions

¹ The Board agrees to reconsider this amount when the Employee earns, and an accredited University awards, the Employee his doctorate.

² The identified salary amount shall represent a 9% voluntary reduction; however, the Superintendent agrees that he will not be entitled to all or any portion of any 9% reinstatement that the District may provide to any other employee(s).

of the District's Board of Education. The Superintendent shall comply with all School District Board and personnel policies, procedures, and work rules.

4. **EVALUATIONS.** The School District shall informally evaluate the Superintendent on a periodic basis up to twice per school year, and formally in writing no later than June 30 each year. The Superintendent or the Board may request more frequent evaluation(s) and discussion(s) regarding the Superintendent's performance as they deem necessary or desired.

5. **TENURE.** This Agreement shall not be deemed to grant the Superintendent continuing tenure in the capacity of Superintendent of Schools or any other administrative position within the District. It is further understood that the failure of the School District to reemploy the Superintendent at the conclusion of any school year, in any capacity other than a classroom teacher, shall not be deemed a breach of this Agreement or a discharge or demotion within the terms of the Michigan Teacher Tenure Act.

6. **BUSINESS EXPENSES.** The Superintendent shall be reimbursed for reasonable and necessary expenditures which are incurred in acting on the business of the School District, including conferences and workshops held within, or outside of, the State of Michigan, which are pre-approved by the Board. Such approved expenditures will be reimbursed upon presentation of an itemized and detailed accounting of all expenditures and receipts relating thereto in the form required by the School District and in conformity with applicable laws and the regulations of the Internal Revenue Service. The maximum amount allowed for the Superintendent's professional development, conferences, professional dues, subscriptions, and other School District business expenses for the Superintendent shall not exceed the approved line item budgeted amount for the then current school year. The School District will not pay for any alcohol related expenses per Board policy.

7. **INDEMNIFICATION.** The School District agrees to defend, indemnify, and hold the Superintendent harmless from and against all claims, suits, judgments, liabilities, costs and expenses arising from actions taken or decisions made in good faith within the scope of his employment while he is/was Superintendent, that are covered under the School District's liability and/or D&O insurance. The Superintendent shall give the Board of Education of the School District notice of any claim for defense and indemnification hereunder promptly upon knowledge of any possible claim or action against him. The School District, or its carrier, shall have the right to appoint the attorney to conduct the defense of any such claim or action. The Superintendent agrees to fully cooperate in the defense of any claim or action. This clause shall survive the expiration of this Agreement.

8. **BENEFITS/COMPENSATION.** In addition to the Superintendent's salary provided for in Paragraph 2 of this Agreement, the School District shall provide the Superintendent with the following:

A. The Superintendent shall be entitled to twelve (12) paid sick days during each school year of July 1" to June 30" during the term of this Agreement. The Superintendent shall be permitted to accumulate and carryover accumulated sick days from year-to-year with unlimited accumulation. All days that the Superintendent is absent from his duties for reasons qualifying as sick leave under the usual policies and practices of the School District shall be deducted from the total sick days allowed. Upon the termination of this Agreement for whatever reason, the Superintendent shall be entitled to payment for unused accumulated sick days earned on the same basis as the Saginaw School Administrator Group.

mileage reimbursement as a result of the automobile allowance, including, but not limited to mileage for travel to conferences, other professional development, and meetings.

9. **TERMINATION.** During the term of this Agreement, the Board may terminate the Agreement without liability and discharge the Superintendent should he commit acts of moral turpitude, misconduct in office, violates the terms of this Agreement, or engages in any conflict of interest.

10. **ENTIRE AGREEMENT.** This Employment Agreement constitutes the complete and entire Agreement between the parties relating to the Employee's employment and the employment relationship. Furthermore, this Agreement supersedes all other previous agreements, representations, or understandings, except as otherwise identified in this Agreement and terminates any applicable Employment Agreement Employee may have, or had, with the School District. This Agreement may not be modified other than as identified in this Agreement, unless the parties make the changes in writing and both parties sign them.

11. **BOARD APPROVAL.** This Agreement is contingent upon and subject to approval by the School District's Board of Education.

12. **WAIVER.** Should the School District waive any portion of this Agreement, it shall not serve as a waiver at a later date or in the event that the School District desires to strictly enforce any term of this Agreement.

13. **SEVERABILITY.** Should any court, arbitrator or governmental administrative body declare any portion of this Agreement to be illegal, invalid, or unenforceable, the term or terms so declared shall be stricken or revised to the intent of the parties, but in all cases the remaining terms of this Agreement shall remain in full force and effect.

14. **GOVERNING LAW.** Michigan law shall govern.

15. **VOLUNTARY AND KNOWING LITIGATION AGREEMENT AND WAIVER.** The parties agree that they shall submit any dispute regarding this Agreement, the Superintendent's employment with the District, or separation therefrom, to a court of competent jurisdiction in Saginaw County, Michigan or to the U.S. District Court for the Eastern District of Michigan, Northern Division, within one-hundred eighty (180) calendar days, or less if based upon a lesser statute of limitations, of the event giving rise to the cause of action. Failure to file a claim in court within the one-hundred eighty (180) day or less period shall result in a complete forfeiture of the party's right to litigate or otherwise try the dispute, nor shall either party's failure to file in the proper forum toll the party's filing period.

IN ADDITION, EACH PARTY IS KNOWINGLY AND VOLUNTARILY AGREEING TO WAIVE THEIR RIGHT TO A JURY TRIAL. SUPERINTENDENT FURTHER WAIVES HIS RIGHT TO PARTICIPATE IN ANY COLLECTIVE OR CLASS ACTION AGAINST THE SCHOOL DISTRICT OR ANY OF ITS BOARD MEMBERS OR ADMINISTRATORS OR EMPLOYEES.

EACH PARTY HAS READ THIS AGREEMENT, UNDERSTANDS ITS TERMS, AND HAS HAD THE OPPORTUNITY TO ASK QUESTIONS PRIOR TO SIGNING IT. EACH PARTY HAS EXECUTED THIS AGREEMENT, KNOWINGLY AND VOLUNTARILY.

NATHANIEL B. MCCLAIN:

BOARD OF EDUCATION OF THE SCHOOL
DISTRICT OF THE CITY OF SAGINAW:

Nathaniel B. McClain

Date: October 21, 2015

By: Ruth Ann Knapp 10/21/15
RUTH ANN KNAPP Date

Its: President

By: Herbert G. Head 10-21-15
Date

Its: Vice President

By: Camryn M. Roe 10/21/15
Date

Its: Secretary

By: [Signature] 10/21/15
Date

Its: Treasurer