

**EAST CHINA SCHOOL DISTRICT  
SUPERINTENDENT'S CONTRACT**

THIS AGREEMENT entered into this 18th day of May 2011, by and between:

EAST CHINA SCHOOL DISTRICT BOARD OF EDUCATION,  
Hereinafter referred to as "Board"  
and  
RODNEY P. GREEN  
Hereinafter referred to as "Superintendent"

RECEIVED JUL 24 2012

WITNESSETH THAT:

1. The Board agrees to employ the Superintendent as Superintendent of its schools for the term of three (3) years from July 1, 2011, to June 30, 2014. The Board shall review this contract with the Superintendent annually and shall, on or before March 30 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. If no action is taken by the Board, the contract shall be deemed to have been renewed for an additional year.
2. The Superintendent agrees to perform the duties of Superintendent of Schools in said District as prescribed by the laws of the State of Michigan and under the authority of the Board and its rules, regulations and policies. The Superintendent agrees to devote his full time and effort to the job of Superintendent of Schools. The Superintendent agrees to perform the duties of Superintendent in a competent and professional manner in accordance with the established policies and regulations of the Board of Education and laws of the State. The Superintendent shall serve as chief executive officer and chief administrative officer of the Board. The Superintendent shall have complete freedom to organize, reorganize, and arrange the administrative and supervisory staff, including 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 all criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendation.
3. The Board agrees to pay the Superintendent for his services during each year of said contract in equal installments. Compensation for the first year of the contract shall be \$148,625. Said salary shall be reviewed annually and is subject to upward revision by agreement of the parties. In no case will the salary be lowered. In addition, the District shall make an annual payment equal to 19.0% of the Superintendent's salary into a tax-deferred annuity.
4. The Superintendent shall receive the following fringe benefits:
  - a) The Superintendent shall be entitled to twenty-five (25) days vacation each year and shall be entitled to the paid holidays established by the Board.
  - b) The Superintendent shall not receive health, dental, and vision insurance, but shall receive life, long-term disability insurance coverage and term life insurance coverage and other benefits afforded to the administrators of the District with the premiums to be paid by the Board.
  - c) The Superintendent shall be granted eighteen (18) days sick leave per year, cumulative to 250 days, as afforded to the 52 week administrators of the District.
  - d) The School District and Superintendent agree that the Superintendent will be responsible for his own transportation for local travel including in-state meetings and receive no reimbursement for mileage.
  - e) The District shall pay the State retirement contribution.

- f) After ten (10) continuous years of regular employment as Superintendent of Schools, at the time of his retirement or resignation, the following severance payment will be made for each unused sick day accumulated – 65% daily rate per day up to a maximum accumulation of 250 days.
  - g) The School District agrees to purchase one tenth year of universal retirement credit in the Michigan Public School Employees Retirement System on behalf of the Superintendent for every one year of service to the district. This shall be considered an employer pickup contribution on behalf of the employee within the meaning of IRS Code Section 414(h)(2).
5. In recognition of longevity of service as superintendent of the East China School District, the superintendent shall receive a \$10,000 annual payment upon completion of six years of service as superintendent.
6. Before commencing employment the Superintendent shall provide the board with a report from health care personnel acceptable to the Board evidencing that he is medically fit to fully perform the responsibilities of Superintendent of Schools. After the commencement of employment, the Board may, at its expense, direct that the Superintendent be examined by health care personnel of its choice in order to determine the Superintendent's continuing fitness to fully carry out his responsibilities. Such examination may, at the Board's opinion, include drug or alcohol tests to which the Superintendent herein consents.
7. The Superintendent's performance shall be evaluated on an annual basis and in writing by the Board or a committee appointed by the Board of Education using the criteria, process and evaluation instrument established by the Board of Education. The parties shall meet and mutually establish the criteria, process and evaluation instrument and, in the absence of an agreement the criteria, process and instrument shall be established by the Board of Education. The criteria shall, at a minimum, include the District's attainment of goals established by the Board of Education, the Superintendent's attainment of personal goals established and approved by the Board of Education, the manner in which day-to-day operations are handled, Board/Superintendent relations, staff and community relations, and the degree to which the Superintendent fulfills the responsibilities set forth in the job description and the duties for the position. The criteria, process and evaluation instrument shall be disclosed in advance to the Superintendent.
8.
  - A. The Superintendent shall be subject to discharge for good and just causes during the term of this agreement but the Board shall not arbitrarily or capriciously dismiss him. No discharge shall be effective until written charges have been served upon him and he shall have an opportunity for a fair hearing before the Board after ten (10) days notice in writing. At such hearing, he may have legal counsel at his own expense.
  - B. In the event that this contract is terminated by the Board for other than just and reasonable cause, the salary provided for herein shall be continued until the end of the term of this contract. In the event of a termination for other than just and reasonable cause, the Board of Education shall only be liable for salary and benefits to the end of the term of this contract because the Board of Education has the right of non-renewal of this Contract.
  - C. In the event of a breach on the part of either party to this Agreement, nothing contained herein shall be construed to render the obligations of either party under this agreement null and void.
9. In the event that the Superintendent is unable to perform any or all of his duties because of illness or accident, the Board's obligations hereunder shall continue until such inability cumulatively totals six (6) months, at such time the Board may, at its option, terminate this Agreement.

10. The Superintendent acknowledges that in accepting said appointment, there shall be no granting of tenure and he shall not receive tenure in the position of Superintendent or any other administrative position. The Superintendent will be granted tenure as an active classroom teacher subject to the terms of the Michigan Teacher Tenure Act.
11. The Superintendent agrees to establish and maintain his residence within twenty (20) miles of the boundaries of the School District during the term of this Agreement.
12. The Superintendent shall be offered the opportunity to join both State and National Superintendents' Associations with the cost of dues for said membership to be borne by the School District.
13. The Superintendent shall attend appropriate professional meetings at the local, state and national levels and shall be reimbursed for his expenses in connection therewith and for any other reasonable out-of-pocket expenses incurred on behalf of the Board.
14. In the event of a dispute between the parties relating to this Agreement the parties agree such dispute shall be resolved by binding arbitration under the rules of the American Arbitration Association. The arbitrator shall be mutually agreed upon from a panel comprised of Mark Glazer, Mario Chesia and Alan Walt. The arbitration hearing shall be conducted at the District offices or such other location as the parties agree. The decision of the arbitrator shall be final and binding so long as it is consistent with the authority granted under this Agreement. In the event of a termination of this contract by the Board of Education during its term (as opposed to a non-renewal) for just cause, if the arbitrator determines just cause for termination did not exist, the sole remedy which may be granted is an award of salary and benefits for the balance of the term of the Contract. The arbitrator shall have no authority to review the decision of the Board of Education on a non-renewal of this Contract.
15. This Agreement constitutes the entire understanding and incorporates all agreements of the parties. No change shall be effective regarding the terms of this Agreement unless in writing and signed by both parties.

THIS AGREEMENT entered into this 18th day of May 2011.

EAST CHINA SCHOOL DISTRICT  
BOARD OF EDUCATION

By: Michael McCartan  
Michael McCartan, President  
East China Board of Education

And: James Biewer  
James Biewer, Vice-President  
East China Board of Education

Rodney P. Green  
Rodney P. Green, Ph.D.  
Superintendent

Date: 6/2/11