

**CROSWELL-LEXINGTON COMMUNITY SCHOOLS  
SUPERINTENDENT CONTRACT**

THIS AGREEMENT entered into on March 15, 2021, effective July 1, 2021, by and between the Croswell-Lexington Community Schools (District or Board) and Daniel Gilbertson (Superintendent).

1. **Term.** The term of this Agreement shall be from July 1, 2021 through June 30, 2024 subject to early termination or extension as provided in this document.
2. **Duties and Qualifications.** The Superintendent represents and agrees that he currently meets and shall in the future meet all legal requirements of the State of Michigan whether by statute, rule or regulation and the qualifications established by the Board of Education for the position of Superintendent of Schools. The Superintendent agrees he will maintain all credentials and qualifications required by law and regulations of the State Board of Education. If at any time the Superintendent fails to maintain any necessary certificates, credentials, continuing education requirements or qualifications for his position, this contract shall, after the Superintendent has been afforded a reasonable opportunity to cure the deficiency, automatically terminate and the Board of Education shall have no further obligations hereunder. The Superintendent agrees to perform the duties of Superintendent of Schools in a competent and professional manner and in compliance with the laws of the State of Michigan, the by-laws, policies, directives and regulations adopted by the Board of Education and the rules and regulations of the State Department of Education and any other state administrative agency which has jurisdiction over the position. The Superintendent will be subject to the direction and control of the Board of Education, shall perform the duties defined by law and such other duties as shall be delegated to him by the Board, and shall comply with all Board policies. The Superintendent's duties shall include selection of the administrative staff, ensuring that all administrative and professional staff have the required certifications and, in general, being the educational leader of the District.
3. **Evaluation.** The Board will evaluate the Superintendent's performance at least annually and in writing, using an evaluation instrument with multiple rating categories, that takes into account data on student growth as a significant factor and established performance goals, and that is mutually agreeable, provided that the Board will establish the evaluation instrument and criteria in the absence of agreement.
4. **Compensation.** The Board agrees to pay the Superintendent an annual salary of \$135,000 for the 2021-22, 2022-23 and 2023-24 school year. The work year is July 1 to June 30, salary to be prorated if full year is not worked.

**MERIT COMPENSATION.** The Superintendent shall be paid merit compensation based upon the rating in the annual performance evaluation as follows: \$2,500 if rated Highly Effective, \$1,250 if rated Effective, and no stipend shall be paid if rated less than effective. The payment shall occur in the pay period after the annual evaluation is completed.



5. **Director of Facilities & Operations Stipend**

The Board shall pay the Superintendent a stipend of \$30,000 for serving as Director of Facilities & Operations. The sum shall be paid in 2 annual installments of \$15,000 each on the first pay period of the new school year. The payments will be made as follows: 2021-22 school year: \$15,000. 2022-23: \$15,000.

6. **Benefits.** The Board shall provide the Superintendent with the following benefits: health insurance package consistent with the package offered to the District's administrators; 12 sick/bereavement days per year which may be accumulated up to 120 days which upon termination will be paid out at the rate of \$25 per day; twenty-five vacation days per year which must be used by September 31 of the next fiscal year with no carryover beyond that and no payout of unused vacation days; term life insurance at one times base salary; a cell phone for the Superintendent to be used for School District business; expense reimbursement consistent with District policy; disability insurance consistent with the benefits provided to the District's administrators. All insurance benefits shall be governed by the insurance policies purchased by the District and the rules and regulations of the carriers. Holidays will be consistent with the District holiday schedule.

7. **Car Allowance**

The Board shall provide the Superintendent with a monthly car allowance of \$200 commencing on July 1, 2021 through June 30, 2024. The Superintendent will not receive any mileage or maintenance reimbursements in addition to the above allowance during the term of the Agreement.

8. **Professional Development.** The Superintendent shall be entitled to attend professional conferences at the expense of the District consistent with Board policy. The District shall pay for reasonable professional dues and subscriptions for the Superintendent.

9. **Termination.** The Board of Education, in its discretion, shall have the right to terminate this contract if the Superintendent fails to maintain the credentials and qualifications for the position of Superintendent as required either by this Contract or by state law. In the event the Superintendent's qualifications or credentials lapse the Board of Education may, in its discretion, provide the Superintendent a reasonable period of time to cure the deficiencies. The following procedure shall apply to termination of the Superintendent's employment after the first year of this Agreement: The Superintendent may be discharged from his employment at any time for just cause which shall include by way of example, acts of moral turpitude, dishonesty, fraud, insubordination, incompetency, the failure to perform his duties in a competent manner as determined by his evaluation or if the Superintendent materially breaches the terms and conditions of this Contract. No discharge shall be effective until written charges have been served upon him and he shall have an opportunity for a hearing before the Board of Education after ten (10) days' notice in writing. Said hearing shall be public or private at the option of the Superintendent. At such hearing, he may have legal counsel at his own expense. In the event the Board of Education terminates this Contract for cause, the Superintendent shall have the right to contest whether or not cause exists for the termination of the Contract by an arbitrator selected through the American Arbitration Association. The rules of the American Arbitration Association for labor matters shall apply and the case shall be administered by the American Arbitration Association Southfield office. The location of the arbitration shall be at



the Board of Education offices or such other location, in Sanilac County, as the Board of Education shall designate. The sole responsibility of the Arbitrator shall be to determine whether just cause existed for the termination of the Superintendent's Contract. In the event the Arbitrator determines the Board of Education did not have just cause to terminate the Superintendent's Contract, the Board of Education shall have the option, in its discretion, to either reinstate the Superintendent with back pay or pay the balance of this Contract without reinstating the Superintendent. Under no circumstances shall the Board of Education's liability for any termination of this Contract extend beyond the term of this Agreement and shall only be for the salary and benefits as provided for in this Agreement. The parties shall share equally the expenses of the Arbitration as charged by the American Arbitration Association and each party shall bear the cost of their own legal fees.

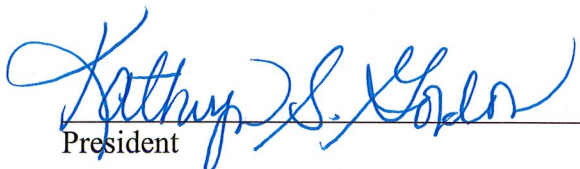
8. **Extension and Non-Renewal.** This contract may be extended either by option of the Board of Education or by operation of law, as follows:
  - a. *Board Option.* The Board of Education, no later than June 30 of each year during the term of this contract, may extend the contract for an additional one-year period. In exercising this option, the Board of Education also shall establish the annual salary to be paid to the Superintendent for the year included in the extension. All other terms and conditions of this contract shall remain unchanged. The Board, in its sole discretion and with or without cause, may decline to extend this contract for an additional year.
  - b. *Operation of Law.* Unless the Board 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, now being MCL 380.1229. The Superintendent shall advise the Board that the contract terminates at the end of that school year and the Board shall conduct the evaluation of the Superintendent prior to March 30 of that year. Non-renewal under this paragraph shall not apply to termination for just cause.
9. **Exclusion of Tenure in Position.** This contract does not confer tenure upon the Superintendent in the position of Superintendent or any other administrative position.
11. **Governing Law.** This Contract is governed by and shall be interpreted in accordance with the law of the State of Michigan.
12. **Entire Agreement.** This Agreement contains all promises and agreements between the parties and only those promises and agreements contained in this Contract shall be enforceable.
13. **Amendment.** This Agreement may only be amended or supplemented by a written Agreement between the parties, which has been approved by the Board of Education and signed by the Board President.


03/15/2021

IN WITNESS WHEREOF the parties hereto execute this agreement.

**FOR THE BOARD OF EDUCATION:**

**BY THE SUPERINTENDENT:**

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Superintendent

  
\_\_\_\_\_  
Secretary

3/15/2021  
\_\_\_\_\_  
Date