

## **FLAT ROCK COMMUNITY SCHOOLS SUPERINTENDENT'S CONTRACT**

THIS CONTRACT, entered into this 1st day of July, 2011, between the Board of Education, hereinafter called the "Board" and Joan Donaldson, hereinafter called "Superintendent."

### **WITNESSETH:**

#### **1. DUTIES**

The Superintendent agrees, during the period of this contract, to faithfully perform the duties and obligations in such capacity for the school district including, but not limited to, those duties required by the School Code. The Superintendent will act as an advisor to the Board on matters pertaining to the school administration or the School District, and will inform the Board of significant administrative action taken on its behalf. The Superintendent shall recommend, effect, or cause to be effected, the policies and programs of the Board of Education as may be needed. The Superintendent will faithfully and diligently fulfill all the duties and obligations incumbent upon him as the executive head of the School District, and will engage in no other gainful employment while serving as Superintendent for Flat Rock Community Schools.

#### **2. TERM**

The Board agrees to employ Joan Donaldson as Superintendent of its schools for the term of 3 years from July 1, 2011 to and including June 30, 2014.

#### **3. EVALUATION**

The Board shall evaluate the Superintendent, at least annually, using the criteria and an evaluation process mutually agreed to by the Board and the Superintendent.

#### **4. TERMINATION AND TENURE**

A. This contract shall terminate forthwith and without notice upon the death of Superintendent or any time that The Superintendent shall fail to meet the legal qualifications required by a school superintendent. The Superintendent may be discharged and this contract terminated at any time upon notice by the Board for reasons which the Board deems appropriate in its discretion. In such cases, the Superintendent shall be afforded the right to meet with the Board prior to termination in public or private at the Superintendent's option. The Superintendent may have legal counsel at this meeting, at the Superintendent's own expense. The Board shall provide at least ten (10) days advance notice of the Board meeting.

B. The Superintendent shall have no tenure rights in position as Superintendent or other administrative position, and shall have only those rights as specified by the Teachers Tenure Act. MCLA 38.71 *et seq.*

## **5. DISPUTE RESOLUTION**

In the event of any dispute between the parties including, but not limited to, non-renewal or discharge of Superintendent during the term of this Contract, the parties hereby agree to submit such to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the rules of, and administered by, the American Arbitration Association. The parties intend that this process of dispute resolution shall be inclusive of all contract and statutory claims advanced by Superintendent arising from Superintendent's discharge during the term of this Contract, non-renewal or other alleged violations, claims of unlawful discrimination and all claims for damages or other relief. The parties may not seek civil remedies through state or federal law, other than to enforce or vacate the arbitration ruling. The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and Superintendent. Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within ninety (90) days of the effective date of Superintendent's discharge, non-renewal or alleged violation. Discovery will be permissible. The parties are entitled to have legal or other representation of their own designation, and each party shall be responsible for its own costs incurred in connection with such representation. The Decision and Award of the arbitrator shall be final and binding and judgment thereon may be entered in the County Circuit Court provided that the arbitrator acted within his/her authority.

## **6. PROFESSIONAL LIABILITY**

The Board shall provide liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgments resulting from functioning as Superintendent and will reimburse The Superintendent for any portion of such expense and judgments not covered by insurance. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

## **7. PROFESSIONAL GROWTH**

The Superintendent may attend professional meetings at the local, state and national levels, the expenses of said attendance to be paid by the District.

The District shall reimburse the Superintendent for tuition and textbook costs for classes taken to improve educational credentials not to exceed \$2,500 annually.

## **8. PROFESSIONAL DUES**

The District shall pay the Association dues of the Superintendent for the American Association of School Administrators the Michigan Association of School Administrators, and the M.A.S.A region in which the School District is located, ASCD (formerly the Association for Supervision and Curriculum Development), Michigan Association for Supervision and Curriculum Development, and the MASCD region in



which the School District is located as well as other appropriate affiliations as approved.

## **9. MEDICAL EXAMINATION**

The Superintendent may have a comprehensive medical examination (once each year) at Board expense, by a physician of the Superintendent's choosing. The report of said examination shall be delivered exclusively to the Superintendent.

## **10. COMPENSATION**

The Board agrees to pay the Superintendent for services during each year of said contract in equal installments unless otherwise agreed to by the parties. Compensation shall be \$117,300 annually. 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.

When the Superintendent earns a Doctorate, the Superintendent shall receive an additional \$2,500 annually.

The Superintendent shall annually receive a Tax-Sheltered Annuity in the amount of \$2,000.

In connection with and part of the requirements of Race-to-the-Top legislation requiring that job performance be a significant factor in determining compensation and additional compensation as otherwise addressed in this Agreement, the Superintendent shall be eligible for an additional annual contribution to this tax-sheltered annuity not to exceed \$4,000 (Four Thousand Dollars) upon completion mutually agreed upon performance criteria as determined by the Superintendent and the Board.

The District shall reimburse the Superintendent for all reasonable expenses resulting from the performance of duties as Superintendent.

The Board agrees to pay the Superintendent an annual stipend of \$20,000 to serve as State and Federal Programs Director for the district.

## **11. FRINGE BENEFITS**

The Board of Education shall provide the Superintendent with the following benefits:

- The same health and other insurance benefits, including health care, dental, optical, life, provided to other central office administrators of the District; however, in the event that the District's contribution toward the cost of the insurance premiums for such benefits is not capped, the Superintendent agrees to contribute a minimum of 20% of such premium cost.
- Long-term disability insurance coverage equal to 66 2/3% of the annual compensation.
- 12 sick days per year to be accumulated without limit.
- 25 vacation days per year to be accumulated without limit. Such days shall be taken at the Superintendent's discretion and reported in the same manner as

other employees. Prior notice of scheduling vacation time over 5 consecutive days shall be provided to the President of the Board of Education.

- 3 personal days per year.
- 3 days of bereavement leave not to be deducted from sick leave.
- Life insurance in the amount of \$200,000

## **12. TRANSPORTATION**

The Board shall provide the Superintendent with an automobile allowance of \$300 per month.

## **13. PAYMENT FOR UNUSED VACATION**

The Superintendent shall be paid on a per diem basis for unused vacation days. This shall be done annually unless the Superintendent elects to carry over the unused days to the subsequent year.

*NOTE: This is not included in an employee's final average compensation for retirement purposes.*

## **14. PAYMENT FOR UNUSED SICK LEAVE**

Upon termination of the Superintendent's employment with the district, the Superintendent shall be paid for his unused accumulated sick leave at \$5,000 lump sum plus \$100 per day up to 205 days.

*NOTE: This is not included in an employee's final average compensation for retirement purposes.*

## **15. BREACH**

In the event of a breach of 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.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year above written.

By  Board President

By  Superintendent