

Contract Agreement

BOARD OF EDUCATION
CHEBOYGAN AREA SCHOOL DISTRICT

and the

SUPERINTENDENT

2020 - 2023

July 1, 2020 – June 30, 2023

CHEBOYGAN AREA SCHOOLS
CONTRACT OF EMPLOYMENT
SUPERINTENDENT

This contract evidences the employment agreement between the Board of Cheboygan Area Schools (the Board) and Paul Clark ('the Superintendent') as superintendent. The terms of the contract are provided below.

WITNESSED:

The Board agrees to a Superintendent contract for three years starting July 1st, 2020 and terminating June 30, 2023, and the Superintendent agrees to serve the Board for said period and to faithfully perform the duties of this position, subject to the rules and regulations of the Board of Education of the Cheboygan Area Schools, and other regulations, duties and requirements imposed by applicable laws of the State of Michigan, and the United States of America. The Superintendent may be released from this contract by mutual agreement of the parties with at least thirty (30) days notice.

At the end of each annual review the Board will notify the Superintendent of intent to extend the term of this contract by one (1) additional year. If no Board action is taken, the contract is not extended.

1. Certification, Duties, Activities and Tenure

- a. The Superintendent will furnish the appropriate certificate to act as a Superintendent of Schools in the State of Michigan. Failure to hold proper certification shall cause the contract to be immediately terminated. It is expressly understood that this contract does not confer tenure upon the Superintendent in the position or any other administrative position and that any such tenure is hereby denied.
- b. The Superintendent will have freedom to organize, reorganize and arrange the administrative and supervisory staff which in his judgement best serves the Cheboygan Area Schools (subject to Board Review). The administration and business affairs will be lodged with the Superintendent and administered by him with the assistance of his staff. The responsibility for the selection, placement and transfer of certified personnel shall be vested in the Superintendent and his staff, subject however, to the approval of the Board of Education.
- c. The Board agrees that the Superintendent should attend educational conferences, the Superintendent's Academy, Sustain Excellence through MASB or MASA, committee meetings and seminars for the benefit of the Cheboygan Area Schools and himself to stay current with certificate and State requirements. Appropriate reports will be made to the Board on major conferences or meetings. Expenses relating to attendance at professional meetings, which may be pre-approved by Board President, at local, state, national levels, will be paid by the District. The District will reimburse all reasonable expenses resulting from the performance of Superintendent duties.
- d. Superintendent will notify the Board President before participating in an employment interview.

2. Evaluation

The Board and Superintendent shall meet regularly and discuss performance and work towards district goals. This could be evident in board communications and updates. The board will evaluate the superintendent annually for the purposes of evaluating the district and the performance of the Superintendent. The evaluation of the Superintendent's performance shall be in writing based upon criteria adopted by the Board. The Superintendent shall advise the Board of this obligation during the month of January of each year of this contract.

In the event the Board determines that the performance of the Superintendent is Minimally Effective, the Board shall meet with the Superintendent to review the performance and shall describe, in writing, the minimally effective performance. The evaluation shall include recommendations as to the areas of improvement in all instances where the Board deems the performance to be minimally effective.

3. Salary

The Board will pay the Superintendent the base pay of **one-hundred ten thousand dollars (\$110,000)**, with a 1% increase of base pay per year of this contract, provided the prior year evaluation was effective or highly effective. The board president or board designee and superintendent may negotiate the base pay in June at the end of each calendar year. This will be initiated by the board president or board designee prior to the last board meeting of the month. This salary will be paid in twenty-six (26) equal bi-weekly installments. Annual salary is based on (52) work weeks per year. If less than a full year is worked, the salary will be prorated based upon the work year.

- a. Any adjustments in salary made during the life of this contract shall be in writing and signed by both parties hereto and shall become part of this contract. Any amendment to this contract specifying a salary adjustment shall not affect the other parts of this contract unless specifically agreed to in writing.
- b. **Longevity** – There will be longevity paid upon completion of the 5th, 10th, 15th, and 20th year of being an administrator in the Cheboygan Area School District. The percentage paid is based on the Superintendent's current annual salary. This one-time payment is at the completion of each five years of service in the school district, is not cumulative, and will be paid at the first pay in June.

The Board agrees to pay longevity based on the years of in-district administration service: (One time each 5 years of 6%)

After 5 years	6%
After 10 years	6%
After 15 years	6%
After 20 years	6%

4. Fringe Benefits

In addition to the foregoing salary, the Board agrees that during each year of this contract, the Superintendent shall be entitled to:

a. Insurances.

The Board will provide a high deductible medical insurance plan with the State mandated deductibles of \$1,400 for single and \$2,800 for two or more family members. The Board and Superintendent agree to a Health Savings Account (HSA) for use in paying the deductible. Employee agrees to re-pay the district via payroll deduction for the money paid into HSA. The Board will provide the Superintendent with initial HSA funding each calendar year. The Board will make payment of insurance premiums, up to the State mandated hard cap, for each medical billing year. Any remaining costs shall be subject to payroll deduction.

Employee may elect to receive, in lieu of payments toward the cost of insurance premiums, monthly cash payments equal to thirty percent (30%) of the monthly payment amount which would have been paid toward the cost of the insurance premium to which he would have been entitled.

The Superintendent shall receive, fully paid by the Board, a SET SEG dental insurance plan with full family coverage.

The Superintendent shall receive, fully paid by the Board, a VSP vision insurance plan with full family coverage.

It is understood that either party to this contract may ask to review and/or renegotiate the medical insurance plan and salary due to dissatisfaction with the policy and/or lack of savings to the school district.

The Superintendent shall receive, fully paid by the Board, group term life insurance in the amount of one-hundred thousand dollars (\$100,000) with beneficiaries named by the Superintendent, as well as long term disability insurance and an accidental death and dismemberment plan.

- b. **Vacation:** Twenty (20) days paid vacation may be taken with prior notification to the Board. Any unused vacation days will be paid out the last pay of June and be paid at the current year's daily rate of pay. The daily rate of pay shall be calculated on a basis of current annual salary divided by two-hundred thirty eight (238) scheduled work days per fiscal year. The Superintendent may be absent during the school calendar scheduled winter and spring vacations, if responsibilities of the position are being met. The Superintendent will be entitled to all holidays and days off which other twelve-month employees receive (i.e. Christmas Day, New Year's Day, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving and the Day after Thanksgiving).

- c. **Sick Leave:** Sick leave of twelve (12) days per school year will be awarded. Unused days shall carry over to a maximum of 180 days and shall include prior accumulated sick days earned as an administrator within the district. Unused days shall be compensated only upon retirement from the Cheboygan Area Schools. Payment shall be at 50% of the per diem rate. The Superintendent will only be paid for sick days if he retires from Cheboygan Area Schools. He will not receive compensation if he is leaving for another position outside the district. The per diem rate shall be calculated on a basis of current annual salary divided by two-hundred thirty eight (238) scheduled work days per fiscal year.
- d. **Personal Days:** Superintendent shall be granted, at the beginning of each school year, three (3) personal days to be used within the contract year. Unused personal days will be converted to accumulated sick leave.
- e. **Bereavement:** Superintendent shall be granted, at the beginning of each school year, up to five (5) days per death of bereavement leave. Said bereavement leave may be used in connection with the death of a member of the Superintendent's immediate family. Immediate family shall be interpreted as spouse, parent, brother, sister, children, grandchildren, parent-in-law, grandparent, and similar step relatives. The Board President may extend by five (5) days, at his discretion and under unusual circumstances, or apply this provision in the case of the death of a person other than those listed who may have a special relationship to the Superintendent. A Special Board Meeting will be scheduled to address any additional time needed.
- f. The fees or dues for membership in appropriate professional organizations, including Michigan Association of School Administrators, the American Association of School Administrators, Michigan School Business Officials (MSBO), Michigan Negotiators Association (MNA) and all local and regional superintendent associations and others as may be pre-approved by the Board, shall be paid by the Board.
- g. The Board, at the request of the Superintendent, and in accordance with state and federal statutes, shall withhold and transfer an amount of salary monthly, determined by the Superintendent, to participate, if he so desires, in a tax-deferred annuity program of his choosing. In doing so, the Board assumes no additional costs for taxes or state or federal retirement contributions.
- h. **Professional Liability:** The Board agrees to maintain errors and omissions insurance coverage, substantially equivalent to the SEG E1 ERRORS & OMISSIONS coverage in place at the time of execution of this contract for the Superintendent while engaged in the performance of his duties and responsibilities as Superintendent of Schools and while Superintendent is acting within the scope of his authority as Superintendent of Schools. The policy limit shall not be less than two-million dollars (\$2,000,000) per case. The terms of the error and omissions insurance policy shall be controlling regarding the defense and indemnification of the Superintendent. The sole

obligation undertaken by the Board shall be limited to the payment of the premium amounts for the errors and omissions insurance coverage.

- i. An annual education allowance shall be granted. This amount shall be equal to a maximum of six (6) semester hours of graduate credit at a Michigan University graduate tuition rate per year, upon evidence of completing the graduate course and receiving a grade C or better (relating directly to superintendent duties).

5. Termination of Contract During Its Term

This contract shall be subject to termination by the Board at any time during its term for reasons that are not arbitrary or capricious. During the term of this contract, the Board shall not terminate Superintendent from employment under this contract for reasons that are not arbitrary or capricious. Superintendent shall be entitled to 10 days written notice of charges and a hearing before the Board on said reason(s). Superintendent shall have the right to representation by legal counsel of his choice at his expense. The hearing shall be public or private at the request of the Superintendent. In the event a hearing is held, Superintendent shall be provided a written decision describing the results of the meeting. Additionally, the Board shall be entitled to terminate the Superintendent's employment during the term of this contract in the event of the Superintendent's inability to perform his duties due to mental or physical disability.

The foregoing standards and procedures for termination of this contract during its term shall not be applicable to a decision by the Board not to renew or extend this contract beyond the expiration if its term, which decision is at the discretion of the Board.

6. Termination Upon Expiration of Contract

The Board, in its sole discretion, and with or without reasons, may act to not renew this contract beyond its stated expiration date. Unless the Board of Education gives written notice of non-renewal of this contract to the Superintendent at least ninety (90) days before the stated termination date, the terms of this contract will be extended for one (1) additional year beyond its stated termination date by operation of law, in accordance with the requirements of Section 1229(1) of the Revised School Code, MCL 380.1229 (1). The Superintendent shall advise the Board of this obligation during the month of January prior to the stated termination date of this contract.

7. Entire Contract and Understanding

This contract contains the entire agreement and understanding by and between the Board and Superintendent with respect to the employment of Superintendent and no representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect.

All prior agreements pertaining to, connected with, or arising in any manner out of the employment of Superintendent by the Board, are hereby terminated and shall hereafter be of no force or effect whatsoever. No change or modification of this contract shall be valid or binding unless it is in writing and signed by Superintendent and the Board. No valid waiver of any provision of this contract, at any time, shall be deemed a waiver of any other provision of this contract at any time.

8. Severability of Provisions

If any provision of this contract becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this contract shall continue in full force and effect in all other respects without said provision. If any of the terms of this contract are determined not be legally enforceable as written, the provision will be enforced to the extent allowed by law (but subject to Arbitration).

9. Execution of Contract

This contract is executed by the Board on behalf of the Cheboygan Area Schools pursuant to the authority of the Board approved motion on April 13th, 2020, the same being incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract of Employment this 13th day of April, 2020 by affixing their signatures personally or by authorized representatives as follows:

BY SUPERINTENDENT:

BY THE BOARD OF EDUCATION:

Paul Clark, Superintendent

Marianne Ridings, President

Ron Crandall, Vice President

Roger Cronk, Secretary

Kristi Harke, Treasurer

Sue Bronson, Trustee

Pat Bolen, Trustee

John Palmer, Trustee