

CLARE PUBLIC SCHOOLS
CONTRACT OF EMPLOYMENT
SUPERINTENDENT OF SCHOOLS

This Contract of Employment, entered into this 1st day of July 2011, by and between the Board of Education of the Clare Public Schools, Clare County, State of Michigan (herein termed the District), and **K. Doniel Pummell** (herein termed the **Superintendent**).

WITNESSETH:

- 1.0 The District agrees to hire **K. Doniel Pummell**, in an administrative capacity, as the **Superintendent**, for a period of 3 years (three years), commencing July 1, 2011 and terminating June 30, 2014 and the Superintendent agrees to serve the District 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 District, and other regulations, duties, and requirements imposed by applicable statutes of the State of Michigan.
- 2.0 The District agrees to pay the **Superintendent** a sum of **\$102,000.00** for the period from **July 1, 2011 to June 30, 2012**. A salary shall be determined by the Board of Education, as per policy and procedure, for the 2012-2013 fiscal year (7/01/12 to 6/30/13) and for the 2013-2014 fiscal year (7/01/2013 to 6/30-2014) subject to the terms in paragraph 8.0 of this contract.
- 3.0 The **Superintendent** shall be offered leave of absence and other fringe benefits as follows:
 - 3.1 **EMPLOYEE BENEFITS:**

Benefits and policies shall be the same as those provided for teachers in the Master Agreement between the Clare Education Association and the Clare Board of Education, with the following exceptions:

 - 3.1.1 Any decision to place the **Superintendent** on involuntary sick leave for mental or physical illness shall be made by the Board of Education.
 - 3.1.2 The **Superintendent** shall be credited with, at the beginning of each fiscal year, twelve (12) sick days per year accumulative to one hundred fifty-five (155) days. Any days accumulated prior to this contract shall be retained for the duration of employment.
 - 3.1.3 Upon retirement the **Superintendent** will be paid \$40 a day, or the current daily rate paid to the Clare Education Association, for each unused sick day and up to five unused vacation days (annually) not to exceed 155 days.

INSURANCE:

3.1.4 INSURANCE:

3.1.4.1 The Board may contribute 100% of the premium for the direct purchase of full family, two (2) person, or single subscriber high deductible BCBS health insurance. An HSA (Health Savings Account) will cover the deductible. The Board may contribute up to 100% of the annual HSA. The Board will contribute to the insurance coverage at least to the same extent as afforded other professional staff (CEA). The Board reserves the right to adjust the insurance plan to more closely align with district insurance changes.

The Board shall provide the following additional insurance protection as follows:

- 3.1.4.2 Long-term disability insurance.
- 3.1.4.3 Term life insurance equal to 1 ½ times the annual salary.
- 3.1.4.4 Dental insurance: Delta Dental 75/75/50/75 or equivalent.
- 3.1.4.5 Vision insurance: VSP3 or equivalent.

3.1.5 PROFESSIONAL DUES:

The Board shall pay any approved **Superintendent's** professional dues and civic or service club dues, as determined.

3.1.6 PROFESSIONAL AND PERSONAL LEAVE:

The **Superintendent** shall be afforded the same personal and professional leave privileges as teachers except all such leave shall be subject to approval by the Board.

3.1.7 LENGTH OF CONTRACT – WORK DAYS/WEEKS:

The **Superintendent** shall work fifty-two weeks (52) per fiscal year and be granted four (4) weeks (20 days) paid vacation. Each July 1 the Superintendent will be credited with one (1) additional vacation day not to exceed a maximum of thirty (30) days each year.

* Spring Break
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3.1.8 PAID PERSONAL BUSINESS DAYS:

The **Superintendent** shall be granted two (2) paid business days per fiscal year.

3.1.9 **PAID HOLIDAYS:**

The Board shall grant the **Superintendent** eleven (11) paid holidays per fiscal year:

- 3.1.9.1 July 4
- 3.1.9.2 Labor Day
- 3.1.9.3 Opening Deer Day
- 3.1.9.4 Thanksgiving Day
- 3.1.9.5 Friday following Thanksgiving
- 3.1.9.6 Christmas Eve
- 3.1.9.7 Christmas Day
- 3.1.9.8 New Year's Eve
- 3.1.9.9 New Year's Day
- 3.1.9.10 Good Friday
- 3.1.9.11 Memorial Day

It is understood that if any of the above holidays is celebrated while school is in session or on a weekend, then a day will be granted when school is not in session.

3.1.10 **RETIREMENT:**

The **Superintendent's** retirement, including terminal leave payment, will be governed by Article XIII (Retirement) of the Master Agreement between the Clare Education Association and the Clare Board of Education for the term of this contractual agreement.

- 4.0 The **Superintendent** represents that she holds all certificates and other qualifications required by law for a teacher of the District.
- 5.0 The **Superintendent** shall be subject to assignment and transfer at the discretion of the Board of Education.
- 6.0 It is expressly understood that the **Superintendent** is granted continuing tenure in the District as an active classroom teacher only, and is not granted tenure as an administrator. Seniority shall be defined as total years of service to the Clare School District in positions that require teacher certification.
- 7.0 All masculine terms used herein shall include the feminine.
- 8.0 The Board shall evaluate the **Superintendent**, at least annually, using the criteria and process hereafter referred to as "Superintendent Evaluation System" and mutually agreed upon by the Board and Superintendent.

9.0 This contract is subject to annual review and extension at the discretion of the Board of Education. (Normally, administrative contracts will be reviewed during February and March.)

10.0 In the event of a dispute between the parties relating to any provision of this agreement, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this agreement, the parties hereby agree to submit to binding arbitration, such arbitration shall be conducted under the rules of, and administered by, the American Arbitration Association. The arbitrator's fee and the expenses of the American Arbitration Association shall be shared equally by the parties. All parties are entitled to have representation of their own designation; however, each party shall bear their own cost of such representation. Decision and award of arbitrator shall be final and binding and judgment thereon may be entered in the appropriate Circuit Court.

11.0 Tuition reimbursed for course credit related to areas of responsibility with annual ^{For two} ~~amount not to exceed \$1,500.00.~~
courses.

12.0 Other terms and conditions of this contract of employment are as follows:

- 13.1 All registration fees
- 13.2 Lodging
- 13.3 Meals
- 13.4 Travel
- 13.5 Gas Mileage Reimbursement at the current IRS rate

K. Donald Pummell
Administrator

5-2-2011
Date

Tom Lewis
Board President

5-2-2011
Date

BOARD OF EDUCATION OF CLARE PUBLIC SCHOOLS
CLARE COUNTY, STATE OF MICHIGAN