

SUPERINTENDENT'S EMPLOYMENT AGREEMENT

The Board of Education of the Clawson Public Schools ("Board") agrees to employ **TIMOTHY L. WILSON** as the Superintendent of Schools ("Superintendent") for Clawson Public Schools ("School District" or "District"), and the Superintendent agrees to serve the Board and the District in that capacity according to the following terms and conditions:

1. Term (3 years): The District will employ the Superintendent for the period from August 29, 2018 to June 30, 2021. It is understood that the parties will discuss an extension of the parties' Agreement no later than June 30, 2020, which date may be waived by the Superintendent. The District's Board of Education may take official action to extend the term of this contract for an additional year on or before June 30, 2019 and on or before June 30 of each succeeding year; provided, the term of this contract will not be extended except by official action of the District's Board of Education in a public meeting held in conformity with the opening meetings act. It is further understood that in accordance with applicable law, should the Board of Education of the School District desire not to renew this Agreement, the Board will give the Superintendent notice of its decision at least 90 days before the expiration date; otherwise, this Agreement will automatically renew for one more year.

2. Tenure: The Superintendent will not have or acquire tenure as Superintendent of Schools or in any other administrative or assigned capacity. The District's failure to continue the Superintendent's employment after the term of this Agreement, or re-employ him in another capacity, will not be considered a breach of this Agreement.

3. Qualifications: The Superintendent represents and warrants that he meets, and will continue to meet, at least the minimum qualifications and certifications required by the State of Michigan to serve as the District's Superintendent of Schools.

4. Duties: The Superintendent is engaged to perform the duties and responsibilities of superintendent of schools as prescribed by the Board of Education pursuant to the Revised School Code, and as may be established, modified or amended from time-to-time by the Board. The Superintendent acknowledges the ultimate authority of the Board with respect to his assignment and duties, and agrees to faithfully perform the duties and responsibilities assigned by the Board. Further, the Superintendent shall comply with and fulfill all duties and responsibilities required by state and federal law and regulations and carry out the educational programs and policies of the School District for which he is responsible during the term of this agreement. The Superintendent shall devote his talents, skills, efforts and abilities to the competent and proficient fulfillment of all duties and responsibilities of the position assigned. The Superintendent will not withhold from the Board, and will promptly report to the Board, facts or information which affect or are relevant to the business of the School District. The Board collectively and individually shall refer promptly all criticism, complaints and suggestions called to their attention to the Superintendent for study and recommendation. The Superintendent shall perform his duties over the full twelve (12)

months of the School District's fiscal year (July 1 to June 30). For purposes of calculating a daily rate, the work year shall be considered to be 224 work days (365 calendar days minus 104 weekend days, 25 vacation days, and 12 holidays). Superintendent shall be expected to attend meetings of the Board of Education and committees established by the Board of Education and to attend and participate in School District functions or on occasion, other civic activities that have relation to the School District's interests within the community served by the School District. The time expended in attending such meetings and activities has been taken into account in setting the aforesaid salary and, thus, no additional compensation shall be forthcoming for such attendance.

5. Salary and Other Remuneration:

a. Salary: The Superintendent's annual salary will be \$135,000.00 (One Hundred Thirty Five Thousand Dollars) pro-rated for the number of weeks actually worked, payable in equal installments over the course of the school year. By June 30, 2019 and on or before June 30 of the succeeding year; the District's Board of Education and the Superintendent have the option to negotiate the Superintendent's salary for the upcoming contract year. If the District's Board of Education or the Superintendent choose not to negotiate, or, if they cannot agree on a salary amount, the current terms of this contract will remain in force. If any change to the salary amount is negotiated, it must be done through official action of the District's Board of Education held in a public meeting in conformity with the open meetings act.

b. Method of Payment: The Superintendent's compensation under this paragraph shall be paid according to the district pay schedule subject to deductions for withholding taxes, other deductions required by law and other amounts authorized by the Superintendent, with the approval of the Board of Education or its designee.

c. Merit Pay: Consistent with the requirements of applicable legislation, the Superintendent shall be eligible for a merit lump-sum payment based upon his performance of up to \$3,000 (Three Thousand Dollars), which shall be paid in June. The Superintendent shall receive the full amount of such payment if he is rated Highly Effective on his final year-end evaluation; one half of this amount if he is rated Effective on his final year end evaluation, and shall not receive any payment if he is rated Minimally Effective or Ineffective on his final year-end evaluation.

d. Vacation: The Superintendent shall be granted twenty-five (25) duty-free days of vacation during each school year (pro-rated for the number of weeks actually worked), without loss of salary, to be taken at such times as are commensurate with the responsibilities of the position for which he is employed. Vacation days are to be used in the year earned; however, up to five unused vacation days may be carried over to

be used in the next school year. Records as to vacation days taken shall be maintained in the Department of Personnel of the District.

6. Tax-Deferred Annuity Program: The School District shall provide Superintendent bonus pay in the form of a tax-sheltered annuity contribution of Five Thousand and 00/100 Dollars (\$5,000.00) each year of this Contract. The Superintendent may choose from annuity programs currently offered by the district.

7. Fringe Benefits: Superintendent shall be entitled to receive the following fringe benefits:

a. Other Insurance Benefit Coverage: The School District shall provide Superintendent the same insurance benefit coverages and on the same terms and conditions as are presently provided to other certified administrators employed by the School District or as otherwise required by law or Board of Education resolution with respect to any mandated employee contribution and/or increased costs for said coverage. Superintendent acknowledges that these benefit coverages may be modified or changed, from time-to-time, by resolution of the Board of Education, and that in so doing, that will alter these conditions and benefits.

b. Personal/Illness/Injury Leave: Superintendent shall annually be entitled to the use of twelve (12) sick days and three (3) personal business days. Any sick days unused within a given work year shall accumulate up to a maximum of 20 days and be available for use in later years within the term of this Contract, but shall not be available for reimbursement upon his termination from employment. Use of three (3) or more consecutive leave days may, at the Board's sole discretion, require a doctor's note verifying the medical reason for the absence.

c. Holidays: The Superintendent shall be entitled to the following legal holidays:

1. Independence Day
2. Labor Day
3. Thanksgiving Day
4. Day following Thanksgiving Day
5. Any day before Christmas
6. December 25
7. Any day before New Year's Day
8. New Year's Day
9. Good Friday
10. Easter Monday OR the Friday before Memorial Day based on calendar negotiations (when school is not in session). For 2018-2019, the holiday date will be Monday, April 1, 2019, and for 2019-2020 school year, the holiday date will be Tuesday, April 9, 2020. The holiday date for 2020-2021 is to be determined.

11. Memorial Day

8. Disability: The Superintendent shall be granted up to 180 (one hundred eighty) days of sick leave for personal illness or disability, which are to be used in accordance with the District's FMLA policy. The 180 day sick leave contemplated by this paragraph is provided based upon the fact that the Superintendent has been informed that it takes 180 days to qualify for long term disability. Such income protection benefit shall not apply at such time that the Superintendent qualifies for long-term disability insurance benefits provided under this agreement. The Superintendent shall furnish medical certification to the Board regarding the necessity for the disability leave. If the Board has reason to doubt the validity of the medical certification supplied by the Superintendent, it may require a second opinion, at Board expense. After taking such disability leave, the Superintendent shall provide the Board a certification that he is fit for duty from the Superintendent's health care provider. A second opinion may be required by the Board, at its expense, unless such a second opinion in this context is precluded by the Family and Medical Leave Act. Should the Superintendent be unable to perform any or all of his duties by reason of illness, accident or other cause beyond his control, and if the disability continues for more than 90 work days during any school year, or if it is permanent, irreparable or of such a nature as to make the performance of the Superintendent's duties impossible, the Board may, in its discretion, terminate this agreement, and all the duties, rights and obligations of both parties shall end.

9. Expenses: Superintendent shall be entitled to the following expense categories:

a. Superintendent shall be required at his own expense to own or lease and operate an automobile for the purpose of traveling to the various school buildings and facilities as well as to attend out-of-School District conferences and meetings in the course of Superintendent's duties. The School District shall reimburse Superintendent, during the term of the Contract, for the expenses attendant to out-of-school District travel conferences in his automobile, pursuant to the established mileage rate for travel for executive administrators in effect at the time, for travel outside of the boundaries of Clawson Public Schools. District Mileage Report Forms must be kept by Superintendent to verify mileage reimbursements.

b. The School District shall assume the costs of the employer contributions to the Michigan Public School Employees Retirement System (MPERS) on behalf of the Superintendent, as may be required by law. The employee's portion will be the responsibility of the Superintendent.

10. Other Work and Interests: The Superintendent may not accept other employment or work, or acquire interests, that may be adverse to or otherwise interfere with his ability to execute his duties under this Agreement, except with prior notice to and approval by the Board.

11. Professional Development: The District will pay, or reimburse the Superintendent, for reasonable costs associated with membership in appropriate professional organizations, as well as the cost of registration for attending professional development activities, such as professional conventions, meetings and conferences, for which he has obtained Board approval. Absent Board approval, the Superintendent will pay the travel/lodging costs associated with attending professional development activities, such as professional conventions, meetings and conferences.

12. Community Service: The Superintendent is encouraged to acquire and maintain memberships in local community service organizations, the dues of which the board shall pay.

13. Evaluation: The Board shall engage in a systematic evaluation of the Superintendent's performance annually and in accordance with Board policy and the law. In addition, the parties agree to meet quarterly (no later than September, December, March, and June) to review progress on District goals and related performance issues.

14. Indemnification: The District will defend and indemnify the Superintendent in the event he becomes a party or is threatened to be made a party to any threatened or pending civil action for acts or omissions within the scope of his employment as Superintendent of Schools. The Superintendent will immediately notify the Board and the District of any request for defense or indemnification. The Board and the District have the right to conduct the defense of any civil action for which the Superintendent requests defense or indemnification and the Superintendent will fully cooperate with the Board and the District in such defense. This paragraph survives the expiration of this Agreement.

15. Termination: The Superintendent may terminate this Agreement during its term by providing the Board with at least 60 days advance notice. The Board or the District may terminate this Agreement without further obligation or liability to the Superintendent for salary, remuneration or fringe benefits, if the Superintendent commits acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, and/or incompetence; if the Superintendent materially breaches the terms and conditions of the Agreement; for reasons of economic necessity (including, but not limited to, consolidation of services with another school district or Oakland Schools) and/or for a reason or reasons that are not arbitrary or capricious. This agreement can also be terminated by an emergency manager appointed under applicable law.

16. Arbitration: The Superintendent and the District agree that any and all claims arising from, or relating to, the Superintendent's employment with the District or this Agreement will be subject to final and binding arbitration according to the American Arbitration Association's National Rules for the Resolution of Employment Disputes. The Superintendent and the District also agree that a judgment on the award of the arbitrator(s) may be entered in any court of competent jurisdiction. The Superintendent and the District acknowledge and agree this paragraph of this Agreement precludes either from filing covered claims in court and, therefore, waive any otherwise available right to trial by jury.

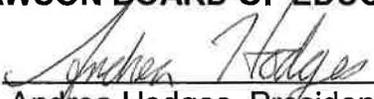
17. Limitations of Actions: The Superintendent and the District agree that any civil action or demand for arbitration must be filed no later than 180 calendar days from the date on which the claim or cause of action upon which the civil action or demand for arbitration is based accrued or no later than 180 days from the termination of the Superintendent's employment, whichever is sooner. The District and the Superintendent waive any longer limitations period.

18. Waiver of Breach: The Board and the District will not waive any breach of any provision of this Agreement except in writing. Such a waiver will not waive future breaches.

19. Severability: If any provision of this Agreement is prohibited by the laws of the United States or the State of Michigan, that provision will be unenforceable without invalidating the remaining provisions of this Agreement.

20. Entire Agreement: This Agreement is the parties' entire agreement and supersedes any other prior or contemporaneous agreement, written or verbal. The Agreement may not be modified or rescinded except by another written agreement, approved by the Board in a public meeting, and signed by both the parties.

CLAWSON BOARD OF EDUCATION

By: 
Andrea Hodges, President

Date: 08/20/18

And: 
Kimberley Carlesimo, Secretary

Date: 8/20/18


TIMOTHY L. WILSON, Superintendent

Date: 8/21/18