

Carrollton Public Schools
2011-12 Superintendent Salary adjustment

In lieu of a percentage increase to the Superintendent's salary, the Board of Education agrees to a lump sum payment of \$800; payment date to be determined prior to June 30, 2012.

Dated: December 22, 2011

Philip E. Aver 12/22/11

John 12-22-11

Craig CBG

**CARROLLTON PUBLIC SCHOOLS
SUPERINTENDENT'S EMPLOYMENT CONTRACT**

THIS AGREEMENT, entered into this 1st day of July, 2008, between the Carrollton Public Schools Board of Education, hereinafter called "Board", and Craig C. Douglas, hereinafter called "Superintendent".

WITNESSETH:

IT IS HEREBY AGREED as follows:

1. TERM

The Board agrees to employ the Superintendent as Superintendent of its schools for the term of thirty-six months (36) from July 1, 2008 to and including June 30, 2011.

The Board shall review this Contract with the Superintendent annually, and shall, on or before March 31 of each year, take official action to determine whether to extend this Contract for an additional year and shall notify the Superintendent of the Board's action in writing. If no action is taken by the Board, the Contract shall be deemed to have been renewed for an additional year. This Contract is subject to non-renewal by written notice at least ninety (90) days before the Contract termination date. Failure to give such written notice shall result in renewal of this Contract for an additional one (1) year period.

2. DUTIES

The Superintendent agrees to faithfully perform the duties as Superintendent as duties may be assigned from time to time by the Board and such other duties as are required pursuant to the policies and regulations of the Board and pursuant to the laws, rules and regulations of the State of Michigan and the United States of America. The Superintendent shall act as an advisor to the Board on matters pertaining to the school administration or the School District, and he will inform the Board as to 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 adopted. The Superintendent shall faithfully and diligently fulfill all the duties and obligations incumbent upon him as the executive head of the administrative section of the school system and the School District.

The Superintendent shall devote his time, attention and energy to the business of the School District.

3. EVALUATION

The Board shall evaluate the Superintendent in February of each year using the criteria and an evaluation process mutually agreed upon by the Board. If mutual

agreement cannot be reached, the Board shall proceed with the Superintendent's evaluation using the Board approved instrument from the prior year. The criteria and process adopted by the Board should be communicated in advance to the Superintendent.

4. COMPENSATION

The Board agrees to pay the Superintendent in bi-weekly installments.

For the 2008-09 Contract year (July 1, 2008 through June 30, 2009) the Superintendent's annual salary shall be \$92,878.00. For the 2009-10 Contract year (July 1, 2009 through June 30, 2010) the annual salary shall be \$94,503.00. For the 2010-11 Contract year (July 1, 2010 through June 30, 2011) the annual salary shall be \$96,393.00. The Board, in its sole discretion, may also provide the Superintendent annual merit pay in an amount not to exceed \$5000 should he achieve standards and benchmarks established by the Board and communicated to the Superintendent.

Should this Contract be extended by its terms for an additional year, compensation shall remain the same as stated herein for the 2010-11 Contract year, unless the Board determines otherwise.

5. FRINGE BENEFITS

Benefits shall be no less than that which was provided during the previous year (2007-08) unless agreed to by both the Board and the Superintendent. If the Superintendent determines that Health, Dental and Vision benefits are not requested, he will receive cash in lieu of full family health insurance as set forth in Exhibit A, attached hereto and incorporated herein. Benefits shall include the following options:

- a. The Superintendent shall be entitled to 20 working days of vacation each year at a time mutually agreeable to both parties. Any unused vacation for the current Contract year must be used by August 15 of the following contract year or be lost. Vacation days are credited on July 1 of each Contract year and shall be considered to be earned at a rate of 1.67 days per month worked. Except in an emergency, when extended vacation time (one week or more) is planned, the request must be submitted to the Board in writing two weeks prior to the scheduled vacation. The Board will respond within five days. If the Superintendent leaves the employment of the Carrollton Public Schools, having worked less than a full year, the number of vacation days available shall be computed by multiplying the number of months worked in that Contract year by 1.67. For example: if the Superintendent left at the end of September, the Superintendent would have earned five (5) days of vacation (3 months x 1.67).

The Board may choose either to pay the Superintendent a lump sum payment for any unused vacation days when the employment is

terminated or may have the Superintendent use the vacation days earned prior to the termination date. Included in the ways in which employment may terminate are: resignation by the Superintendent, retirement, death, or dismissal by the District.

- b. The Superintendent shall be excused for the following Holidays:

July 4th, Labor Day, Thanksgiving Day and the day after Thanksgiving, the day before Christmas, Christmas Day, the day before New Year's Day, New Year's Day, Good Friday, and the day after Easter, and Memorial Day, or as otherwise determined by the Board.

If July 4th falls on a weekend, Monday will be the holiday; if Christmas and New Years fall on a Sunday, Monday will be the holiday.

- c. Group term life insurance in the amount equal to the Superintendent's salary shall be provided by the Board. The group term life insurance policy will include an equal amount for accidental death and/or dismemberment. The Superintendent shall be allowed to buy additional life insurance for himself or his dependents at the group rate, subject to the terms and conditions of the provider. The Board shall keep on file a copy of the group term life insurance policy for review.
- d. Sick leave accumulation at one (1) day per month. Up to two (2) of these days per year may be used as personal days.
- e. Payout for sick leave, upon retirement only from Michigan Public Schools Employee Retirement System, shall be calculated at the rate of \$50.00 per day for unused sick leave the Superintendent has accumulated. In no case shall the Board pay for more than 162 days.
- f. The Superintendent shall have the option of designating amounts to be deducted from his salary and contributed to the tax sheltered annuity program he specifies in writing.
- g. Payroll deductions, for a credit union of the Superintendent's choice, shall be allowed.
- h. The Board shall pay full salary and benefits if the Superintendent is selected for jury duty, although the district shall be reimbursed any fees rendered to the Superintendent for that purpose.
- i. Income protection for Long Term Disability with no more than 30 days waiting period for accident and illness in the amount of 66 2/3% of base pay shall be provided by the Board. The Long Term Disability plan shall include rights to survivor and a cost of living benefit through a carrier

selected by the Board, subject to the terms and conditions of the provider.

- j. The Board will pay the required retirement contribution to the Michigan Public School Employee Retirement System, which is based upon the amount of the Superintendent's compensation.
- k. Full-family coverage of Blue Cross Flexible Blue Plan 2 with a high deductible funded by the Board; a contribution from the Employee of \$15.00 per month.
- l. Fully paid, full-family dental insurance coverage through the self-funding plan of the Carrollton Public Schools as administered by AssureCare at 80% for each classification, or comparable dental insurance coverage through a carrier selected by the Board.
- m. The Board shall provide eye exam and optical services benefit, VSP-2 Plan, administered through MESSA or comparable vision insurance coverage through a carrier selected by the Board.
- n. The Superintendent shall be required to submit to a physical examination, by a licensed physician, before December 1 of odd-numbered years, the cost not paid by insurance will be paid by the Board. A report of the medical examination shall be given to the Superintendent and the Board President and shall be treated confidential.

It is understood that insurance benefits (e.g., Long term disability, dental, vision/eye/optical, health/medical) provided by the Board to the Superintendent are subject in all respects to the terms and conditions and rules and regulations of the various insurance plans and policies provided by the Board and may change from time to time.

6. REIMBURSEMENTS AND OTHER PAYMENTS

- a. Upon submission of mileage logs, the Superintendent shall be reimbursed up to \$300.00 per month for local area travel and mileage relative to school business (within a 50 mile radius) at the Board-established mileage rate. In addition, destinations which exceed 50 miles, one way, will be paid at the established Board rate.
- b. The Board shall reimburse the Superintendent for all other reasonable and necessary expenses, supported by receipts, incurred by the Superintendent in the performance of his duties as approved by the Board in an adopted budget. Said expenses shall be presented to the Board for approval in the exercise of its discretion, at the Board meeting following the date incurred.

c. In a provision stated in previous employment contract(s), which is hereby restated, reaffirmed and incorporated herein in this paragraph by the parties, the Board agreed to suspend payment of \$15,000 (\$5,000 in each of three (3) previous years) to the Superintendent until such time as he retires from the Carrollton Public Schools, at which time the Board shall distribute said payment to Superintendent. Should the Superintendent pass away before retiring, payment shall be made to his trust upon his death.

7. RESIDENCY

The Superintendent is expected to live in the Carrollton School District.

8. TERMINATION PROVISIONS

During the length of this Contract, the Superintendent shall not be subject to discharge except for reasonable cause. No discharge shall be effective until written charges have been served upon him. He shall have an opportunity for a hearing before the Board not more than fifteen (15) days after receipt of the written charges. The hearing shall be public or private at the option of the Superintendent, subject to applicable law. At the hearing the Superintendent may have legal counsel at his own expense. The foregoing shall not apply to non-renewal of this contract or any extension of this Contract. Termination of this Contract by non-renewal shall be subject only to the procedures required by laws of the State of Michigan and the United States. The Board specifically reserves the right not to extend or renew this Contract or any extension of this contract regardless of cause or reason but subject only to the laws of the State of Michigan and the United States.

9. TENURE

The Superintendent shall not acquire tenure in this or any other administrative position or non-classroom position in the district.

10. BREACH

In the event of a breach on the part of either party to this Contract, nothing contained herein shall be construed to render the obligations of either party under this Contract null and void.

11. LIABILITY

The Board shall provide coverage for the Superintendent under its error and omission policy.

12. CERTIFICATION

The Superintendent shall furnish the duration of this Contract a valid and appropriate certificate as may be required by law or by regulation of the Department of Education in order for him to act as Superintendent in the State of Michigan or as otherwise directed by the Board.

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

BOARD OF EDUCATION
CARROLLTON PUBLIC SCHOOLS

By Phillip E. Abney Date: 1/23/09

Phillip E. Abney, President

SUPERINTENDENT
CARROLLTON PUBLIC SCHOOLS

By: Craig C. Douglas Date: 1/23/09

Craig C. Douglas, Superintendent

Superintendent's Employment Contract
Exhibit A

Cash-in-lieu of Full Family Health Insurance
(Superintendent, Administrative and Non-bargaining Members)

If less than full family coverage of health insurance is required by an employee, the following cash-in-lieu (of full family coverage) will be provided by the Board through a Tax Sheltered Annuity (TSA) or cash (employee's choice):

<u>When the difference between full family coverage and the required coverage:</u>	<u>The cash-in-lieu offering will be:</u>
Is greater than \$8,000	\$4,000
Is greater than \$6,000 but less than \$8,000	\$3,000
Is greater than \$4,000 but less than \$6,000	\$2,000
Is greater than \$2,000 but less than \$4,000	\$1,000
Is less than \$2,000	None
If no health insurance is required by the employee	Equal to the single subscriber amount less employee co-pay

Current year information with above implemented:

Full family annual district cost: \$14,171.32
Single subscriber annual district cost: \$5,459.36
Annual difference: \$8,711.96

Cash-in-lieu of full family coverage: 7 @ \$4,000; 1 @ \$2,000
Total possible savings: \$66,251.00
Total cost of cash-in-lieu of full family: \$30,000

Employees opting out of health insurance: 1
Total possible savings: \$14,171.32
Total cost of cash-in-lieu: \$5,459.36

Total current year savings: \$80,422.32
Current year total cost of implementation: \$35,459.36