

SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

This Superintendent's Contract of Employment ("Contract") is entered this 16th day of July, 2018, by and between the **BOARD OF EDUCATION OF THE CALEDONIA COMMUNITY SCHOOLS** (hereinafter the "Board") and Dr. Dedrick Martin (hereinafter the "Superintendent").

1. Term. Subject to the extension and termination provisions set forth below, this Contract shall take effect on the 16th day of July, 2018, and continue in force through at least June 30, 2022; in the event the Board rates the Superintendent "effective" or "highly effective" on the evaluations conducted by December 31, 2018, December 31, 2019, and December 31, 2020, the Contract will continue in force through June 30, 2023.

2. Extension. Unless the Board gives written notice of non-renewal of this Contract to the Superintendent at least ninety (90) days before the Contract's termination date, this Contract will, without further action, be automatically renewed for an additional one-year period as provided by Section 1229 of the Revised School Code. The Superintendent shall advise the Board in writing of this obligation during the month of February. Any period of extension of this Contract shall be paid at the same rate as is in effect at the time of the extension, unless the Board and the Superintendent mutually agree to a different rate of compensation which would include job performance and job accomplishments as significant factors in determining the rate. The decision not to renew this Contract is at the sole discretion of the Board.

The Board may take official action to determine whether or not to extend the term of this Agreement for an additional school year on or before March 31st of the second year of this agreement and on or before March 31st of each succeeding year; provided, the term of this Agreement will not be extended except by official and affirmative action of the District's Board of Education in a public meeting held in conformity with the Open Meetings Act.

3. Qualifications. The Superintendent represents that he holds and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Department of Education, and those required by the Board to serve in the position assigned. Additionally, the Superintendent agrees, as a condition of his continued employment, to meet all continuing education requirements for the position assigned, as may be required by the State Board of Education. If at any time the Superintendent fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this Contract shall automatically terminate, and the Board shall have no further obligations hereunder.

4. Assignment and Duties. The Superintendent agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. It is understood that the Board may revise, change, or modify the duties of the Superintendent at any time. The Superintendent agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board. Further, the Superintendent agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board to carry out the educational programs and policies of

the School District for which he is responsible during the entire term of this Contract. The Superintendent pledges to use his best efforts to maintain and improve the quality and efficiency of the operation of the School District.

5. Compensation. The Board will compensate the Superintendent for his services in the manner provided below. All compensation may be subject to withholding for taxes and other deductions required by law.

a. Salary. The Board agrees to pay the Superintendent during the term of this Contract in accordance with Board policies and procedures at the following rates:

i. Salary for the period between July 16, 2018 and June 30, 2019 shall be in the amount of One Hundred Eighty-Two Thousand, Six Hundred Ninety-Two Dollars (\$182,692.00).

ii. Salary for the period between July 1, 2019 and June 30, 2020 shall be at the rate of One Hundred Ninety Thousand Dollars (\$190,000.00) per year.

iii. Salary for the periods between July 1, 2020 and June 30, 2021 and July 1, 2021 and June 30, 2022 shall be at the rate of One Hundred Ninety-Five Thousand Dollars (\$195,000.00) per year.

iv. Should this Contract extend through June 30, 2023, under the conditions set forth in Paragraph 1 (Term), compensation for the period between July 1, 2022 and June 30, 2023 shall be at the rate of One Hundred Ninety-Five Thousand Dollars (\$195,000.00) per year.

b. Annuity. The District agrees to make contributions toward the tax-deferred annuity of the Superintendent's choice, in the following amounts:

i. For the 2018/19 and 2019/20 school years, Five Percent (5%) of the Superintendent's salary, as stated in Paragraphs 5(a)(i) and (ii), respectively, of this Contract;

ii. For the 2020/21 and 2021/22 school years, Seven Percent (7%) of the Superintendent's annual salary, as stated in Paragraph 5(a)(iii) of this Contract;

iii. Should this Contract extend through June 30, 2023 under the conditions set forth in Paragraph 1 (Term), for the 2022/23 school year, Seven Percent (7%) of the Superintendent's annual salary, as stated in Paragraph 5(a)(iv) of this Contract.

The Superintendent will designate the annuity of his choice by providing written notice to the Finance Director. Annuity contributions will be made by June 30 of each year.

- c. Health Insurance Coverage. The Superintendent shall be afforded the same insurance coverages as specified in the Group Agreement with the Caledonia Administrative Group. The Superintendent shall contribute each month towards the cost of insurance through payroll deductions, in the same amount as other administrators electing the same coverage.
- d. Long Term Disability Insurance. The Superintendent shall be afforded the same long term disability insurance coverage as specified in the Group Agreement with the Caledonia Administrative Group.
- e. Paid Time Off Benefits. The Superintendent shall be entitled to the following fringe benefits:
 - 1. *Holiday Pay:* The Superintendent will receive holiday pay, at his *per diem* rate, for the following holidays: July 4th, Friday before Labor Day, Labor Day, Thanksgiving, Friday after Thanksgiving, Winter Break, Spring Break, and Memorial Day.
 - 11. *Vacation, Personal and Sick/Bereavement Pay:* The Superintendent shall also be entitled to up to 25 vacation, 3 personal, 12 sick, and 5 bereavement days each school year, which will be paid at the Superintendent's per diem rate. The Superintendent must notify the Board President, and receive advance approval, before taking vacation and personal days. Vacation days are based on contract years, which begin on July 1 and end on June 30. Vacation days shall not accumulate and must be used by December 1st of the following contract year. Personal days that are unused by June 30 may be added to accumulated sick days. Unused sick days may accumulate to a maximum of 230 days. Bereavement days do not accumulate.
- f. Merit Pay. The Board of Education will establish the Administrator's measurable goals in consultation with the Administrator. On or before December 31 of each year, the Board will meet with the Superintendent to discuss his job performance and accomplishments. Merit pay shall be paid to the Superintendent for each year of active service under this Agreement if the Superintendent earns an evaluation rating of effective or highly effective. Any such merit pay shall be in an amount up to Three

Thousand Dollars (\$3000.00), payable on or before June 30. The Administrator will not be eligible for merit pay for any period of time for which measurable goals have not been established by the Board of Education.

- g. Retention Bonus. As an incentive to remain with the District, the Board shall pay the Superintendent a retention bonus of Twenty-Five Thousand Dollars (\$25,000) if the Superintendent is employed by the District on June 30, 2023 and has received “effective” or “highly effective” evaluation ratings for each year of service under this Contract. This retention bonus shall be paid to the Superintendent within ninety (90) days of the date it is earned and shall be paid in a lump sum payment.
- h. Moving Expenses. Although it is not required that the Superintendent reside within the District, the Board will pay expenses, not to exceed Five Thousand Dollars (\$5,000), based on submission of actual receipts, incurred for the moving of the furniture and furnishings from the Superintendent’s present home to a new residence in the District, so long as this move is completed no later than 18 months after the Superintendent’s initial start date of July 16th, 2018. The Superintendent shall promptly reimburse the Board for this expense payment in the event the Superintendent does not remain a resident of the School District during the period he is employed by the District.
- i. Mileage. The Superintendent will be entitled to mileage reimbursement, at the standard Internal Revenue Service rate, for all school-related travel, excluding regular travel to and from his home and any Caledonia school building at the beginning or end of the workday. To be eligible for mileage reimbursement, the Superintendent must submit appropriate documentation to the Finance Department, in accordance with District policy and procedure.
- j. Life Insurance. The Superintendent shall be afforded term life insurance coverage, with a benefit amount of twice the annual salary, on the condition that such life insurance coverage may be obtained at average cost to the District based on the Superintendent’s age.
- k. Professional Development. Subject to prior approval of the Board, the Superintendent may attend appropriate professional meetings at the local, state and national levels and shall be reimbursed for any registration fees, tuition, travel, lodging and/or meal expenses for himself in relation thereto not prepaid by the Board. The annual budget for such conferences shall be set by the Board.

- l. Tuition Reimbursement. Tuition reimbursement for prior approved classes taken during each contractual year shall be allocated up to \$2,400.
- m. Organizations. The Board shall pay the Superintendent's membership and dues in appropriate regional, state and national professional organizations approved by the Board.

6. Outside Activities. The Superintendent may undertake non-district related activities (e.g. consultative work, speaking engagements, teaching, writings, lecturing) provided prior approval is received from the Board. If the Superintendent receives compensation for such activities, he will be required to use vacation time to cover the time missed from work. In the event the Board, in its sole discretion, determines that any such activity interferes with the Superintendent's satisfactory performance or the time necessary for the Superintendent's satisfactory performance of duties, the Board may require that the Superintendent cease some or all of such outside activities. In no case will the Board be responsible for any expense attendant to the performance of outside activities.

7. Evaluation. No later than the last day of December of each year, the Board shall evaluate the Superintendent's performance in accordance with Section 1249 of the Revised School Code and Board policy. The evaluation process shall include but is not limited to a conference with the Superintendent.

In the event the Board determines that the performance of the Superintendent is ineffective, the Board shall describe in writing, in reasonable detail, specific instances of ineffective performance. The evaluation shall include recommendations as to areas where the Board deems performance to be ineffective and an action plan addressing such areas. The Superintendent shall have the right to make a written response to the evaluation, which shall be attached to the Board's written evaluation.

8. Medical Examination. The Board may, consistent with business necessity, request that the Superintendent provide the Board with a report or reports of examinations by medical personnel for the purpose of determining that the Superintendent is capable of performing the essential job functions required by his assignment. Examinations necessary to obtain such report(s) shall be at Board expense. Examinations may include but are not limited to, at the Board's option, history, physical examination, psychological or psychiatric evaluation, lab tests, x-rays or any other test requested by the Board for any lawful purpose. By executing this Contract, the Superintendent hereby authorizes the release of any medical information by such medical personnel to the Board and authorizes the Board and any of its agents to provide the medical personnel with any and all information concerning the Superintendent's employment and any other pertinent information they may have, personal or otherwise. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.

The Superintendent shall submit to such medical examinations, supply such information and execute such documents as may be required by any underwriter, policyholder or third-party administrator providing insurance programs specified under this Contract.

9. Disability or Incapacity. In the event of the Superintendent's mental and/or physical incapacity to perform the duties of his assignment, he shall be granted an initial leave up to twelve (12) workweeks for purpose of recovery. The Superintendent shall first exhaust any accumulated sick leave and accrued vacation time. Board contributions towards health plan premium payments shall be made on behalf of the Superintendent during this interval to the extent required by law. In order to utilize leave under this provision, the Superintendent shall first furnish medical certification to the Board (or its designee) respecting the necessity for the leave. This certification, from the Superintendent's health care provider, shall include:

- a. The date the serious health condition commenced and the health care provider's best medical judgment concerning the probable duration of the condition including the probable duration of the Superintendent's present incapacity.
- b. Diagnosis of the serious health condition.
- c. A statement of regimen of treatment.
- d. An indication of whether inpatient hospitalization is required.
- e. An opinion of whether or not the Superintendent is able to perform the essential functions of his position.

The Board (or designee) may require a second opinion, at Board expense, by a physician selected by the Board.

The Superintendent may request up to a 90 work day unpaid leave extension in the event of his physical and/or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is a reasonable likelihood that the Superintendent will be able to resume his duties at the end of the extended leave interval. Medical certification shall be supplied by the Superintendent as a condition to any leave extension. The Board may require a second opinion at its expense by a physician selected by the Board. Any extensions of leave for this purpose shall be at the discretion of the Board.

Prior to the resumption of duties after an unpaid leave of absence for a serious health condition, the Superintendent shall provide to the Board a fitness for duty certification from the Superintendent's health care provider. A second opinion may be required by the Board, at its expense.

The Superintendent's employment is contingent upon being fit to fully perform the essential responsibilities of the position. In the event the Board determines that the Superintendent is not fit to fully perform his duties at the expiration of a leave period, it may terminate this Contract, and it shall have no further obligations hereunder.

10. Suspension. Whether pending the procedures set forth in paragraph 11 or pending an investigation of the conduct of the Superintendent, the Board may, for a reason that is not arbitrary or capricious, direct that the Superintendent suspend all or any part of the performance of responsibilities and may assign the performance of such responsibilities to another person or

persons. Such suspension of responsibilities shall be without loss of salary or other benefits under this Contract, until the Superintendent is either reinstated or terminated under this Contract.

11. Termination. The Board may terminate the Superintendent and this Contract at any time during its term or any extension for:

a. Just Cause. In the event the Board undertakes to discharge the Superintendent for just cause, the Board shall provide clear written notice to the Superintendent of the charges against him. For purposes of this subsection, "just cause" means "any act by the Superintendent of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetence, or for any material breach of the terms and conditions of this Contract." If the Superintendent wishes to contest the charges, he shall respond in writing to each of the charges and may make a written request for a hearing before the Board within ten (10) days of his receipt of the charges. If the Superintendent does not contest the charges in the time and manner specified, the charges shall be considered admitted, and the Superintendent shall be considered to have waived any right to contest the charges. If requested by the Superintendent, a hearing before the Board will be scheduled at a time and place set by the Board not less than seven (7) days nor more than thirty (30) days after its receipt of the request. The hearing need not be conducted using formal trial or evidentiary procedures, but the Superintendent will be given an opportunity to address the charges. The Board shall notify the Superintendent of its decision in writing within fifteen (15) days of the close of the hearing or, if no hearing is requested, within fifteen (15) days of the Board's receipt of Superintendent's written response to the charges. If the Board, in its sole discretion, determines that the Superintendent was discharged for cause, he shall be entitled to no severance pay or benefits except vested benefits, if any. The Board's decision shall be final and binding on the parties.

b. General.

1) In the event of termination of the Superintendent's employment during the term of this Contract, this Contract shall automatically terminate, and the Board shall have no further obligation hereunder.

2) Upon termination of the Superintendent during any fiscal/contract year, his salary shall be adjusted to reflect payment, on a per diem basis, for the number of days on which services were actually and physically rendered during the contract year. The Board shall remit any amounts due the Superintendent upon separation to him as soon as such amounts can diligently be determined.

3) Any salary amounts received by the Superintendent in excess of days actually worked during the fiscal/contract year shall be deducted from the Superintendent's remaining wages and Superintendent, by executing this contract, hereby gives his written consent for such deductions. The Superintendent shall remit any wage overpayments not recoverable by the Board through wage deduction to the Board within thirty (30) business days of separation from employment. If not paid in this matter, Superintendent agrees that judgment may be entered against him in any Michigan court of competent jurisdiction for such amount(s).

4) The standards for termination in Paragraphs 11 a of this Contract during its term do not apply to non-renewal of this Contract at the expiration of its term, which decision is discretionary with the Board.

12. Tenure. It is mutually understood and agreed that this Contract does not confer tenure upon the Superintendent in the position of Superintendent or any other administrative or teaching position in the District.

13. Hold Harmless The District agrees that, to the extent it can legally do so, it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings at law or in equity (specifically excluding, however, any demands, claims, suits, actions, or legal proceedings brought against the Superintendent by or on behalf of the District, and any criminal proceedings brought against the Superintendent), in his individual capacity or in his official capacity as agents and employee of the District, provided the incident giving rise to the claim arose while the Superintendent was acting within the scope of his employment duties and did not arise out of any dishonest, fraudulent, criminal or malicious act or omission of the Superintendent.

14. Scope of Agreement. This Contract constitutes the entire agreement by and between the parties and supersedes all prior statements, written or oral, and any prior contracts between the Board and the Superintendent. There are no representations or promises other than as set forth herein which have induced Superintendent to enter into this Contract. Superintendent agrees and understands that no employee or individual Board member is authorized to modify this Contract or enter into a new or different contract of employment. Modifications, additions or deletions to this Contract shall not be binding unless written, authorized by appropriate and lawful Board resolution, and signed by both parties. 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 such time or at any other time.

If, during the term of this Contract, a specific clause of the Contract is found to be illegal under state or federal law, the remainder of the Contract shall remain in full force and effect.

15. Governing Law. This Contract shall be governed in accordance with the laws of the State of Michigan.

BOARD OF EDUCATION OF THE
CALEDONIA COMMUNITY SCHOOLS

Dated: 6-11-2018

By: Marcy L. White
Marcy White, Ms President

SUPERINTENDENT

Dated: 6-11-18

Dr. Dedrick Martin
Dr. Dedrick Martin