

Clintondale Community School District

Contract of Employment - Superintendent

Pursuant to Section 1229(1) of the Revised School Code and in accordance with the action found in the June 11, 2021 meeting minutes of the Board of Education (the "Board") of the Clintondale Community Schools (the "School District"), the Board employs **Rodriguez Broadnax** to serve as the District's Superintendent of Schools ("Superintendent") for a three (3) year period beginning July 1, 2021, and ending on June 30, 2024, according to the terms and conditions of this Contract of Employment ("Contract") as specifically described below.

1. **Renewal of Contract.** Not later than March 30, 2024, the Board shall review this Contract with Superintendent and determine whether this Contract will be extended beyond June 30, 2024.

2. **Duties.** Superintendent shall faithfully and diligently perform the duties of Superintendent as required by law and as prescribed by the Board, as well as those duties that may be further established, modified, or amended from time to time by the Board.

A. Superintendent acknowledges the ultimate authority of the Board as to his duties and agrees to faithfully perform those duties and to diligently implement the Board's policies, regulations, rules, directives, and education programs.

B. Superintendent is subject to assignment and transfer to another position of administrative employment in the School District at the Board's discretion.

3. **Qualifications.** Superintendent represents that he possesses and will maintain all certificates, credentials, and qualifications required by law, including Revised School Code Sections 1246 and 1536, applicable administrative regulations, and those required by the Board to serve in the position assigned, including, but not limited to Board Policy. Superintendent has six (6) months to acquire his Michigan school administrator certificate.

A. As a condition of continued employment, Superintendent also agrees to meet all certification and continuing education requirements for the position assigned, as may be required by law, including applicable administrative regulations.

B. If at any time Superintendent fails to maintain all certificates, credentials, continuing education requirements, or qualifications for the assigned administrative position, this Contract shall automatically terminate and the Board shall have no further obligation.

4. **Performance.** Superintendent agrees to devote his talents, skills, efforts, and abilities toward competently and proficiently performing all duties and responsibilities of the position assigned, including compliance with the directives of the Board to carry out its policies and educational programs.

A. Superintendent agrees to comply with and fulfill all responsibilities and tasks for which he is responsible as required by state and federal law and regulation, as well as by the Board through its policies, regulations, and directives.

B. Superintendent pledges to use his best efforts to maintain and improve the quality of School District operations and to constantly promote efficiency in all areas of his responsibility.

C. Superintendent agrees that he will diligently and competently discharge his duties on behalf of the School District to enhance its operations and will use his best efforts to maintain and improve the quality of the District's programs and services.

5. **Performance Evaluation.** Superintendent's job performance shall be evaluated by the Board in writing and at least annually. The evaluation shall comply with Revised School Code Section 1249 (or its successor provisions). See MCL 380.1249.

6. **Compensation.** Superintendent shall be paid at an annual (12-month) salary rate of not less than One Hundred Thirty-Seven Thousand Dollars (\$137,000) in consideration of his performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board and as scheduled by the Board.

A. The annual salary shall be paid in twenty-four (24) equal bi-monthly installments, beginning with the commencement of the fiscal/contract year (July 1 - June 30).

B. Superintendent's contractual salary constitutes the total compensation to be paid to Superintendent for his services, regardless of the hours of service required to perform the job, and no overtime or additional compensation will be paid for such services except as otherwise specifically provided in this Contract.

C. If Superintendent receives wages under this Contract before commencing his actual job duties, and then, without good cause (as determined in the Board's sole discretion), leaves the School District's employment, Superintendent agrees to reimburse the School District for all wages received for which no work was performed.

D. The Board retains the right to adjust Superintendent's annual salary during the term of the Contract. Any such salary adjustment shall not reduce the annual salary below the minimum annual salary prescribed above unless otherwise mutually agreed by the Administrator. Any adjustment in salary made during the term of this Contract shall be in the form of a written amendment and, when executed by Superintendent and the Board, shall become a part of this Contract. Unless expressly stated in writing, any such salary adjustment amendment shall not be considered a new Contract or an extension of the Contract's termination date.

E. Consistent with Revised School Code Section 1250, Superintendent's job performance and job accomplishment as evaluated, pursuant to ¶ 4 of this Contract, will be a significant factor in determining any adjustment to Superintendent's compensation. See MCL 380.1250.

7. **Tax-Deferred Annuity.** The Board shall contribute the following amount as a non-elective contribution to a 403b annuity designated by the Superintendent from a list of eligible programs available through the District's 403b plan:

- Three Thousand Five Hundred Dollars (\$3,500.00) at the end of the 2021-22, 2022-23 and 2023-24 school years.

The Board shall remit this contribution no later than June 30 as part of the Superintendent's compensation for the contract year ending on that date.

8. **Merit Pay.** The Board agrees that if Superintendent receives a "highly effective" rating on his annual performance evaluation pursuant to ¶ 5 of this Contract, Superintendent shall receive an additional Two Thousand Dollar (\$2,000) payment. The Board shall remit this payment, if any, no

later than June 30 as part of Superintendent's compensation for the Contract year ending on that date.

9. **Relocation Expenses.** The Board shall reimburse Superintendent up to Five Thousand Dollars (\$5,000) towards reasonable relocation expenses to move customary household items. This reimbursement is contingent upon the Board's receipt of acceptable receipts describing the moving expenses, which shall be submitted to the Board no later than twelve (12) months from the effective date of this Contract.

10. **Reimbursed Expenses.** Consistent with board policy, the School District shall reimburse Superintendent for all reasonable expenses resulting from the performance of his duties as Superintendent, including travel, meals, and lodging in accordance with the School District's per diem expense and reimbursement procedures.

11. **Professional Development.** Subject to approval by the Board President and consistent with Board policy, Superintendent may attend appropriate professional meetings at the local, state, and national levels and shall be reimbursed for his related registration fees, tuition, travel, lodging, reasonable meal expenses not prepaid by the Board and in accordance with board policy.

12. **Professional Dues.** The School District shall pay Superintendent's association dues for membership in the American Association of School Administrators (AASA) and the Michigan Association of School Administrators (MASA). The School District will pay the costs of other memberships for Superintendent with the Board President's approval.

13. **Transportation.** The School District shall reimburse Superintendent for use of his motor vehicle while conducting School District business. Such reimbursement is limited to travel outside of Macomb, Wayne, and Oakland Counties and shall be at the then-applicable School District mileage reimbursement rate.

14. **Insurance Programs.** Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder, or third-party administrator, the Board shall make premium payments on behalf of Superintendent and his eligible dependents for the following insurance programs or comparable programs, subject to possible modification as stated in ¶ 13 below: Health, Dental, Optical, Life Insurance, Long Term Disability.

A. If Superintendent elects to opt-out of health insurance, he shall instead receive Two Hundred Fifty Dollars (\$250.00) per month in lieu of health insurance. Superintendent will continue to receive life insurance and long term disability insurance. To be eligible for this payment, Superintendent must provide documentation of alternative health insurance coverage.

B. Superintendent agrees that the Board has the right to allocate to Superintendent responsibility for a portion of the benefit plan costs for the insurance coverage specified above, as may be determined by the Board, in its sole discretion. This contribution, however, shall not be less than the amount determined by the Board to be necessary to comply with the hard caps under the Publicly Funded Health Insurance Contribution Act, MCL 15.561 *et seq.* The Board will notify Superintendent of the amount for which he is responsible in excess of the Board-paid benefit plan cost contributions. Superintendent agrees that the amount of benefit plan cost contributions designated by the Board as Superintendent's responsibility shall be payroll-deducted from Superintendent's compensation. As applicable and as permitted by law, this payment shall be processed through the Section 125 Plan on a pre-tax basis.

15. **Insurance Contracts.** The Board reserves the right to change the identity of the insurance carrier, policyholder, or third-party administrator for any of the coverage for the plans and programs identified in ¶ 13, provided that comparable coverage (as determined by the Board) is maintained during the term of this Contract. Additionally, the Board reserves the right to self-fund any of the benefits listed in ¶ 13.

- A. The Board shall not be required to remit premiums for any insurance coverage for Superintendent and his eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder, or third-party administrator.
- B. The terms of any contract or policy issued by any insurance company or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters.
- C. Superintendent is responsible for ensuring the completion of all forms and documents needed to receive the above-described insurance coverage.
- D. The Board, by remitting the premium payments required to provide the above-described insurance coverage(s), shall be relieved from all liability with respect to insurance benefits.

16. **Errors and Omissions Insurance.** The Board agrees to pay the premium amount for errors and omissions insurance coverage which includes Superintendent while engaged in the performance of a governmental function and while Superintendent is acting within the scope of his employment authority.

- A. The terms of the errors and omissions insurance policy shall control Superintendent's defense and indemnity. The Board's sole obligation shall be limited to the payment of premium amounts for the above errors and omissions coverage.
- B. If such insurance coverage cannot be purchased at a reasonable premium rate, the Board has the right to discontinue said coverage and will notify Superintendent. In that event, the Board agrees on a case-by-case basis to consider providing legal defense or indemnification to Superintendent as authorized under MCL 691.1408 and MCL 380.11a(3)(d).

17. **Paid Time Off.** Superintendent is employed on the basis of fifty-two (52) weeks of work per contract year (July 1 - June 30), as scheduled by the Board. Superintendent shall be granted paid time off time of thirty (30) days per contract year, in addition to the holidays recognized by the School District and identified in ¶ 17 below.

- A. Superintendent shall schedule use of paid time off days in a manner to minimize interference with the School District's business and orderly operation. Superintendent shall not take more than ten (10) consecutive working days as paid time off at any one time while school is in session without prior Board approval. All other paid time off scheduling is subject to approval by the Board President.
- B. Paid time off days must be used within the Contract year for which they are made available and shall not accumulate beyond the Contract year. Superintendent may carry over up to seven (7) unused paid time off days into the next contract year.
- C. On an annual (contract year) basis, Superintendent may exchange seven (7) unused paid time off days at Superintendent's full rate.

- D. Upon separation from employment with the District, Superintendent is not entitled to any payout of unused paid time off.

18. **Bereavement Leave.** In the event of a death of Superintendent's immediate family or household member, Superintendent will be granted leave, not to exceed five (5) working days. Immediate family member is defined as spouse, child, parent, siblings, grandparents, grandchild, father-in-law, mother-in-law, sister-in-law, son-in-law, and daughter-in-law.

Extenuating circumstances that would necessitate more than the days noted above may be approved at the discretion of the Board President.

19. **Holidays.** Consistent with the School District's calendar, Superintendent is entitled to the following holidays for which no service to the School District is required: Labor Day, Thanksgiving and the day after Thanksgiving, Christmas Eve Day and Christmas (or the two days surrounding December 24 and 25 if they fall on a non-work day), New Year's Eve Day, New Year's Day (or the two days surrounding December 31 and January 1 if they fall on a non-work day), Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day.

20. **Disability Leave.** In the event of Superintendent's mental or physical incapacity to perform his duties, he shall be granted an initial leave of sixty (60) work days for purpose of recovery. Superintendent shall first exhaust any accumulated personal leave and accrued paid time off time, with the balance of the sixty (60) work-day period to be unpaid. Health plan premium payments shall be made on behalf of the Administrator during this interval to the extent required by law. Upon using leave under this provision, Superintendent shall furnish medical certification to the Board (or its designee) as to the necessity for the leave.

A. If the Board (or its designee) has reason to doubt the validity of the medical certification supplied by Superintendent, a second opinion may be requested, at Board expense.

B. Superintendent may request a ninety (90) work-day unpaid leave extension in the event of his physical or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is a verified prognosis that Superintendent will be able to resume his duties at the end of the extended leave interval. Medical certification shall be supplied by Superintendent as a condition to any leave extension. Any leave extension for this purpose shall be at the Board's discretion.

C. If Superintendent is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any leave extension), his employment and this Contract may be terminated at the Board's option. However, no such termination shall occur when restoration after leave is required by the Family and Medical Leave Act.

D. Before any resumption of duty after an unpaid leave of absence for a serious health condition, Superintendent shall provide to the Board a fitness-for-duty certification from Superintendent's health care provider. A second opinion may be required by the Board, at its expense, unless the securing of the second opinion is precluded by the Family and Medical Leave Act.

21. **Medical Examination.** Superintendent shall submit to such medical examinations (including drug or alcohol tests, as well as psychological or psychiatric evaluation), 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, or as may be

directed by the Board to determine Superintendent's ability to perform the essential job functions required by his assignment, with or without reasonable job accommodation(s).

- A. Upon the Board's request, Superintendent shall authorize the release of medical information necessary to determine if Superintendent is able to perform the essential job functions required by his assignment, with or without reasonable job accommodation(s).
- B. Any medical or psychological examination or disclosure of such information required of Superintendent by the Board shall be job-related and consistent with business necessity.
- C. Any medical or psychological examination under this section shall be at Board expense and shall be conducted by appropriate medical personnel of the Board's choice.
- D. Any information obtained from medical examinations or inquiries shall be confidential. Superintendent may receive the results of Board-ordered tests and examinations uponwritten request.

22. **No Tenure in Position.** In accordance with the Teachers' Tenure Act, Superintendent agrees that he shall not be deemed to have been granted tenure in the administrative position initially assigned or to which he may be assigned or transferred or in any capacity other than that of a classroom teacher, should the probationary period required for tenure as a teacher be fulfilled by virtue of this Contract or any employment assignment requiring certification with the School District.

23. **Nonrenewal.** The Board's decision to discontinue or non-renew Superintendent's employment for any subsequent period in any capacity (other than as a classroom teacher as may be required by the Michigan Teachers' Tenure Act), shall not be deemed a breach of this Contract or a discharge or demotion pursuant to the Michigan Teachers' Tenure Act.

24. **Termination by Board.** The Board is entitled to terminate Superintendent's employment at any time during the term of this Contract when it determines that Superintendent has engaged in any act of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if Superintendent materially breaches the terms and conditions of this Contract, or for any other reason that is not arbitrary or capricious.

- A. The foregoing standards for termination of this Contract during its term do not apply to nonrenewal of this Contract at the expiration of its term, which decision is discretionary with the Board and shall be governed by Revised School Code Section 1229, MCL380.1229.
- B. If the Board undertakes to dismiss Superintendent during the term of this Contract, Superintendent shall be entitled to written notice of charges and an opportunity for a hearing before the Board.
- C. If the Board terminates Superintendent's employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further contractual obligation to Superintendent.

25. **Termination by Superintendent.** This Contract may be terminated by Superintendent upon written notice to the Board at least ninety (90) days before the termination date specified in the written notice. Superintendent's failure to provide this notice shall result in the forfeiture of any

payout for unused personal leave unless otherwise agreed to by the Board in its sole discretion.

26. **Arbitration.** If a dispute relating to Superintendent's termination arises during the term of this Contract, the parties agree to submit such dispute to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association, and shall comply with the Michigan Uniform Arbitration Act, MCL 691.1681 *et seq.*

- A. The parties intend that this process of dispute resolution shall include all contract and statutory claims advanced by Superintendent arising from his termination during the term of this Contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. However, this agreement to arbitrate does not restrict Superintendent from filing a claim or charge with any state or federal agency (such as the Equal Employment Opportunity Commission or the Michigan Department of Civil Rights), and does not apply to any claims for unemployment compensation or workers' compensation which may be brought by Superintendent. Instead, this agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings.
- B. This agreement to arbitrate means that Superintendent is waiving his right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, Superintendent has the right to representation by counsel of his choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery, and the right to a fair hearing. However, Superintendent, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.
- C. The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and Superintendent, subject to Superintendent's right to seek to tax such fees as costs against the Board.
- D. Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within one hundred eighty (180) days of the effective date of Superintendent's termination during the term of this Contract. The arbitrator's decision and award shall be final and binding on the parties. Judgment thereon may be entered in the Macomb County Circuit Court pursuant to MCL 600.1681.

27. **Limitations.** Superintendent agrees that any claim or suit for breach of this Contract or otherwise arising out of his employment with the Board must be filed no more than six (6) months after the date of the employment action that is the subject of the claim or suit. Superintendent understands that the statute of limitations for claims arising out of an employment action may be longer than six (6) months, but agrees to be bound by this contractual six (6) month limitations period and waives any statute of limitations to the contrary. Should a court of competent jurisdiction determine that this provision allows an unreasonably short period of time to commence a lawsuit, it is the parties' intent that the court will enforce this provision to the extent possible and declare the lawsuit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.

28. **Entire Agreement.** This Contract contains the entire agreement and understanding between the parties about Superintendent's employment. Prior or concurrent representations, promises, contracts, or understandings (written or oral) not contained in this Contract have no effect.

- A. Any prior agreement (written or oral) pertaining to the terms of this Contract is cancelled and superseded by this Contract provided, however, that this Contract is voidable under the Revised School Code's provisions pertaining to criminal history and records checks.
- B. No change or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board as reflected in its minutes, and signed by Superintendent and the President and Secretary of the Board.
- C. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provisions of this Contract at such time or at any other time.

29. **Severability.** Whenever possible, this Contract shall be interpreted in a manner to be effective and valid according to Michigan law. 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 without said provision(s).

30. **Jurisdiction and Venue.** The proper jurisdiction and venue for an action to enforce this Contract or interpret its terms is the Macomb County Circuit Court, State of Michigan, except as the parties have otherwise agreed to in ¶ 26 (Arbitration) of this Contract.

31. **Authorization.** This Contract is executed on behalf of the School District pursuant to the authority contained in the Board resolution adopted on June 11, 2021, the same to be incorporated by reference.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on the date noted.

SUPERINTENDENT

CLINTONDALE COMMUNITY SCHOOLS
BOARD OF EDUCATION

By: Rodriguez Broadnax
Rodriguez Broadnax

By: Beverly Lewis-Moss
Beverly Lewis-Moss, President

Dated: June 19, 2021

By: Michael T. Scott
Michael T. Scott, Secretary

Dated: June 23, 2021