

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of June 2019, by and between CLARKSTON COMMUNITY SCHOOL DISTRICT (hereinafter referred to as the "School District") and MR. SHAWN P. RYAN (hereinafter referred to as the "Superintendent").

WITNESSETH:

The School District and the Superintendent hereby agree as follows:

1. The School District agrees to hire the Superintendent and the Superintendent agrees to work for the School District for a term beginning July 1st, 2019 and ending on June 30, 2022, except as otherwise stated herein, subject to all terms and conditions herein. The Board shall review this Employment Agreement with the Superintendent annually, and may, on or before December 31st of each school year, take official action to extend this Employment Agreement for an additional one (1) year and shall notify the Superintendent of its action in writing. If no action is taken by the Board on or before December 31st, the Superintendent is hereby on notice pursuant to MCL 380.1229 that the Board of Education has resolved that this Employment Agreement shall not be renewed for an additional one (1) year period commencing June 30, 2022. Anything herein to the contrary notwithstanding, it is agreed that the Superintendent's employment and continued employment is, in addition to the other terms and conditions herein, conditioned upon his compliance with all applicable laws governing required criminal history and background checks, criminal and unprofessional conduct charge and commission disclosure and criminal charge reporting, including any deadlines by which same must have been completed or made, his eligibility to be and remain employed or assigned in accordance therewith, and his eligibility to be employed and remain employed as a Superintendent with respect to any and all certifications and/or continuing education requirements and the like.

2. The Superintendent agrees that he shall not have tenure as Superintendent of Schools or any other administrative position to which he may hereafter be assigned or cover and he agrees that by virtue of this Agreement, he shall not be deemed to be granted continuing tenure in any administrative or assignment capacity.

3. The Superintendent agrees to serve the School District by performing the duties of Superintendent in a competent and professional manner in compliance with the laws applicable to the School District, to commence and perform all assigned duties, to obey and fulfill all rules, and regulations and to abide by all policies and decisions, as established by the School District's Board of Education and its President. The Superintendent represents that he meets all Michigan requirements and the qualifications established by the Board of Education to hold the position of Superintendent.

4. The Superintendent warrants, represents and affirms to the School District:

- (a) that he will at all times be in compliance with, and fulfill, the continuing education requirements required by law and/or rules of the State Board of Education and those reasonable additional professional attainment requirements which may be established by the Board of Education during the term of this Agreement.
- (b) that he is competent to perform the duties for which he is hired and is possessed of the requisite skill and knowledge to enable him to do so, and that he will perform his duties in a timely and fiscally responsible manner.
- (c) that he will faithfully serve and be regardful of the interests of the School District during the term of this Agreement and will undertake no other employment, except during vacation periods, without the approval of the Board of Education.
- (d) that he will not acquire any interest adverse to that of the School District.

- (e) that he will not withhold from the Board of Education, and will promptly report to the Board of Education, facts known to him, which facts, if not disclosed, could have a material detrimental effect on the operations of the School District or a material effect on the Board of Education's correct perception of the operations of the School District.

5. For the first complete school year hereunder (July 1, 2019 to June 30, 2020), the Superintendent shall be paid an annual salary in the amount of One Hundred Seventy-Five Thousand, One Hundred Dollars (\$175,100). The annual salary for the succeeding school years under this Agreement shall be established by the Board of Education on or before June 30th of the preceding school year and the salary amount shall be reduced to writing, signed by the parties, and attached to this Agreement; provided, however, the salary established for each succeeding school year shall not be less than the annual salary paid the preceding school year and in the event the parties do not agree on a different salary, the Superintendent's salary shall be the annual salary paid the preceding school year. The Superintendent's annual salary shall be paid in equal installments in accordance with the policy of the Board of Education governing payment due other certified administrative personnel employed by the School District. The Superintendent shall not be paid his salary for absences from work which are not covered by paid leave days, vacation days, community service days, and holidays as set forth in Paragraph 6 below.

6. The School District shall provide the Superintendent with the following benefits:

- (a) Vacation Days: On July 1st of each year, the Superintendent will receive eighteen (18) vacation days per year. Upon resignation or death, Superintendent shall be paid for unused vacation days at the per diem rate. Vacation days from the prior school year must be used by September 1st. Days not used will be forfeited. Up to 3 vacation days can be carried over into the next calendar year. Three or more consecutive vacation days during the school year must be approved by the Board President.
- (b) Community Service Days: On July 1st of each year, the Superintendent will receive two (2) community service days for the purpose of participating on Clarkston Community Service Events. These days should be approved by the Board President. These days are not charged as personal leave or vacation days.
- (c) Paid Leave Days: The Superintendent will earn ten (10) leave days per year with unlimited accumulation for illness, death in the family and medical/dental/attorney reasons that are necessary for the situation as approved by the Board President. Up to two (2) additional days of personal absence time will be granted annually as needed. These days will not accumulate. In the event of death in the immediate family, (spouse, children, mother, father, brother, mother-in-law, father-in-law, grandparent, spouse's grandparent or dependent living within the household) the Superintendent is allowed three (days) with full pay not to be charged against Paid Leave Days. An additional two (2) days, if requested, shall be granted and charged against Paid Leave Days. Upon resignation or death, the Superintendent shall be compensated for one-half (1/2) of all accumulated unused paid leave days at the rate of twenty five percent (25%) of the Superintendent's per diem rate.
- (d) Holidays: The following shall be considered holidays without loss of pay:

July 4 week of	Thanksgiving Day
Labor Day	Day after Thanksgiving Day
Memorial Day	Good Friday

If a holiday falls on Sunday, the following Monday will be a holiday with pay. If a holiday falls on Saturday, the previous Friday will be considered a paid holiday. The days between and including Christmas Eve and New Years Day and the days of Spring Recess shall be paid holidays. Mid-Winter break days (if negotiated into the school calendar) will also be considered holidays with pay.

- (e) Hospitalization, Dental, Life, Long-Term Disability and Vision Insurance Coverage: The same benefits shall be provided that are provided to other central office administrators, subject to the terms and conditions specified in any group insurance or self-insurance plan.
- (f) Life Insurance: Shall be provided in the amount of Five Hundred Thousand Dollars (\$500,000).
- (g) Organization Dues: Michigan Association of School Administrators (Region and State), American Association of Superintendents Association, National Staff Development Council, Association for Supervision and Curriculum Development, and others as approved by the Board of Education.
- (h) Automobile Allowance: \$700.00 per month for automobile expenses and mileage.
- (i) ~~MIP Contribution: The School District recognizes that the Superintendent has elected to participate in the Member Investment Program (MIP) under the Michigan Public School Employee Retirement System (MPSERS). The School District will pick up the Superintendent's MIP1 contributions as provided in MCL 38.1342(2) in the amount of said picked up contribution as an offset against a future salary increase.~~
- (j) Tax Sheltered Annuity. The Superintendent shall receive a tax-deferred annuity, selected by the Superintendent, in the amount of Fifteen Thousand Dollars (\$15,000) per year.

7. The Superintendent may attend professional meetings related to the business of the School District at the local and state level. The Superintendent may annually attend the ASCD National Conference, a conference on social, emotional or mental health studies on learning, a Washington DC Advocacy event, and an additional educational conference of choice. The Superintendent will attend the annual MASB conference or equivalent annually. Expenditures for these conferences must be within the approved budget. Additional out-of-state meetings and conferences must be approved by the Board of Education prior to incurring any expense for which reimbursement will be sought.

8. The Superintendent shall be reimbursed for tuition and fees associated with an approved Educational Doctorate program for successful completion of coursework.

9. The Superintendent shall be reimbursed for reasonable and necessary expenditures which are incurred in acting on the business of the School District, such as expenses for professional association dues, conferences, and work shops, provided that such expenses are either specified in this Agreement or approved by the Board of Education. Such expenditures will be reimbursed upon presentation to the Board of Education of an itemized and detailed accounting of such expenditures and receipts relating thereto in the form required by the School District and in conformity with applicable laws and regulations of the Internal Revenue Service. Expenses purchased with a district issued purchasing card will be reviewed by the board President and Treasurer.

10. The School district agrees to defend, indemnify and hold the Superintendent harmless from and against all claims, suits, judgments, liabilities, costs and expenses, of a civil nature and excluding criminal matters, arising from actions taken or decisions made in good faith within the scope of his employment while he is Superintendent. The Superintendent shall give the Board of Education notice of any claim for defense and indemnification hereunder promptly upon knowledge of any possible claim or action against him. The Board of Education shall have the right to appoint the attorney and conduct the defense of any such claim or action. If in good faith the Board of Education determines that the Superintendent has failed to fully cooperate in the defense of any claim or action, then this provision of defense, indemnity and save harmless shall become null and void.

11. The Superintendent shall be evaluated annually by the Board of Education. The evaluation shall include, among other things, the Superintendent's accomplishment of the goals, objectives and performance outcomes as established annually by the Board of Education.

12. The School District may terminate this Agreement without liability hereunder for salary, pension contributions and/or fringe benefits, for any reason including but not limited to an act or omission constituting moral turpitude or misconduct; the suspension or revocation of any required certification or the like, a failure to maintain the credentials and qualifications for the position of Superintendent as required by this contract; a less than satisfactory evaluation of the Superintendent, an economic necessity, a violation of any of the terms,

covenants, warranties or representations in this Agreement; the physical or mental disability of the Superintendent. "Disability" shall mean, unless otherwise prohibited by law, the failure to uphold any Board of Education bylaw, policy, or regulation, or the Superintendent's inability to perform the essential job duties and/or functions of his position, with reasonable accommodation, for more than an aggregate of one hundred twenty (120) days during the term of this Agreement.

13. The School District's or Board of Education's waiver of a breach of any provision of this Agreement by the Superintendent shall not operate or be construed as a waiver of any subsequent or subsequently discovered breach by the Superintendent. No waiver shall be valid unless in writing and approved by the Board of Education.

14. If any provision of this Agreement is deemed prohibited by the laws of the United States or the State of Michigan, then, solely at the option of the School District, same shall be either ineffective to the extent of such provision only without invalidating the remaining provisions of this Agreement or shall be cause for an immediate termination hereof.

15. This contract is governed by and shall be interpreted in accord with the laws of the State of Michigan.

16. This Agreement contains the entire agreement of the parties hereto, and may not be altered, modified or rescinded by any prior or contemporaneous statement or understanding of either such party, or any person on their behalf. This Agreement may be modified, amended, superseded or otherwise altered during its term only by an express written "Modification," denominated as such, approved by the Board of Education in a public meeting, and signed by each of the parties hereto. Any written modification shall be attached to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

Witness

Mr. Shawn P. Ryan, Superintendent

CLARKSTON COMMUNITY SCHOOL
DISTRICT

Witness

By: _____

Elizabeth E. Egan

Its: President _____

Date: _____

6/10/19