

ALMONT COMMUNITY SCHOOLS

SUPERINTENDENT'S CONTRACT

THIS AGREEMENT entered into this ___ day of June, 2011, by and between the Board of Education of the Almont Community School District No. 12, Counties of Lapeer, St. Clair, Macomb and Oakland located in the State of Michigan, hereinafter called the "Board" and Mr. Joseph B. Candela of Almont, Michigan, hereinafter called "Superintendent".

WITNESSETH:

1. The Board agrees to continue employment of Mr. Joseph B. Candela in the position of Superintendent from July 1, 2012, to and including June 30, 2014.
2. Said Superintendent agrees to perform the duties required of the Superintendent as prescribed by the laws of the State of Michigan and by the policies, rules and regulations made thereunder by the Board. The Superintendent is subject to assignment and transfer at the discretion of the Board of Education.
3. The Board agrees to pay the Superintendent for his services during each year of said contract in 24 bi-weekly installments. The salary and fringe benefits of the Superintendent for the term of this contract will be:
 - a.) For the 2011-2012 school year the salary will be \$121,000. The Superintendent will receive up to 5% of his 2011-2012 salary as a merit bonus based upon the achievement of a maximum of five goals jointly agreed upon between the Superintendent and the Board of Education. This one time bonus will be paid on June 30, 2012, and will not become part of the annual salary for the following year.
 - b.) For the 2012-2013 school year the salary will be negotiated. The Superintendent will receive up to 5% of his 2012-2013 salary as a merit bonus based upon the achievement of a maximum of five goals jointly agreed upon between the Superintendent and the Board of Education. This one time bonus will be paid on June 30, 2013, and will not become part of the annual salary for the following year.
 - c.) For the 2013-2014 school year the salary will be negotiated. The Superintendent will receive up to 5% of his 2013-2014 salary as a merit bonus based upon the achievement of a maximum of five goals jointly agreed upon between the Superintendent and the Board of Education. This one time bonus will be paid on June 30, 2014, and will not become part of the annual salary for the following year.

- d.) The Superintendent shall receive dental, vision and long term disability insurance. The Superintendent shall make a Fifty (\$50.00) Dollar per pay period payroll deduction contribution for medical coverage.
 - e.) The district will reimburse the Superintendent for tuition costs for the satisfactory completion of graduate classes taken by the Superintendent with the prior approval of the Board.
 - f.) Personal car use in school-related business will be reimbursed by fuel receipt.
 - g.) The Board hereby retains the right to adjust the annual salary during the term of this Agreement, said salary adjustment not to reduce the annual salary below the figures stated above unless such decrease is part of a uniform plan affecting salaries of all employees of the school district. Any adjustment in salary made during the life of this Agreement shall be in the form of an amendment and shall become a part of this Agreement.
 - h.) In the event of illness, the Board guarantees the Superintendent's salary until LTD is implemented. The Superintendent will not suffer any loss of pay due to illness or injury during the LTD qualification period.
4. The Superintendent shall not be granted nor shall he acquire tenure in any administrative position in the district.
 5. The Superintendent shall be granted vacation time of twenty (20) days per year. Vacation days not used during a contract year will be non-accumulative, except under special circumstances when approved in writing by the Board of Education. Superintendent shall schedule use of vacation days, with the Board President's approval, in a manner to minimize interference with the orderly operation of the School District.
 6. The following are considered paid holidays for the Superintendent: Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, New Years Eve, New Years Day, Good Friday, Memorial Day and July 4.
 7. Local, State and National membership dues will be paid by the District within the allotted budget. The Superintendent may attend appropriate professional meetings at the Local, State and National level. The expenses of such meetings shall be paid by the District within the allotted budget. All professional meetings, which require an overnight stay, will be submitted and approved by the Board President.
 8. The Superintendent hereby agrees to have a comprehensive medical examination by the district physician at the expense of the District every two years.
 9. If the Board of Education is considering non-renewal of the Superintendent's contract, the Superintendent shall receive notice and an opportunity to meet with the Board of Education as required by the Michigan School Code. During the term of this

contract (prior to the expiration or non-renewal) the Superintendent may be discharged for cause. The Board of Education shall afford the Superintendent the right to a hearing before the Board of Education prior to a decision concerning a potential discharge which hearing shall be consistent with due process requirements. The hearing shall be public or private at the option of the Superintendent. The Superintendent may be represented by counsel, the Superintendent or his representative shall have the right to examine and cross examine witnesses and the Superintendent shall have the right to present witnesses on his behalf. If the Superintendent chooses to be represented by legal counsel at the hearing, the expense for such representation shall be borne by the Superintendent. In the event the Board of Education decides to discharge the Superintendent and further in the event such decision is overturned or challenged in Court, the only relief the Superintendent may receive is the balance of compensation which would have been paid under the terms of this Contract. The Superintendent shall not be entitled to reinstatement or damages extending beyond the term of this Contract.

10. Annual evaluations shall be performed by the Board in accordance with Board Policy, based on goals mutually agreed upon with the Board and Superintendent by July 1. Also, the Board of Education, or a committee of the Board of Education, shall devote a portion or all of one evening, at least every three months, to a discussion of the working relationships between the Superintendent and the Board. It shall be the Superintendent's responsibility to schedule such meetings at a time mutually convenient with both parties. If the Board elects not to renew this contract, the Board shall provide written notice to the Superintendent at least 90 days prior to the expiration of this contract. Prior to March 31 of each Contract year, and as part of the evaluation discussions, compensation terms will be negotiated pursuant to the terms specified in Paragraph 3 of this Contract.
11. In the event the Superintendent receives an effective rating in his annual evaluation, this Contract shall be automatically renewed for an additional one (1) year period, unless the Board of Education provides written notice otherwise.
12. The Superintendent will be required to live within a 20 mile radius of the Village of Almont during the term of his employment.
13. By mutual agreement with the Board in advance, the Superintendent may undertake consultative work, speaking engagements, writing or lecturing. Such activities shall not interfere with the time available or the performance rendered by the Superintendent to satisfactorily perform his duties to the Board. Any honorarium received by the Superintendent for any of the above mentioned activities which take place on school time, shall be relinquished to the school district.
14. The Superintendent shall furnish throughout the life of this Contract a valid and appropriate certificate to act as Superintendent of Schools in the State of Michigan.
15. The Superintendent has the authority to operate the school district in accordance with the Michigan School Code 380.132. The responsibility for selection, placement and transfer of personnel shall be vested in the Superintendent subject to approval by the

Board. The Board individually and collectively will refer promptly all criticism, complaints and suggestions called to its attention to the Superintendent for study and recommendation.

16. In addition to the salary stated in Paragraph 3 above, the district shall make whatever contribution it is obligated to make by law on behalf of the Superintendent pursuant to the Michigan Public School Employees Retirement Act. The Superintendent shall be responsible for any applicable taxes.
17. The Superintendent agrees that as a condition of employment he shall maintain the high standard of ethical conduct of the education professional and not engage in any act of moral turpitude.
18. The Board agrees to indemnify and hold the Superintendent harmless from and against all claims, suits, judgments, damages, liabilities, including costs and expenses, by any third party asserted against him arising from actions taken, or a decision made, within the scope of his employment as Superintendent during the term of his Contract with the school district notwithstanding that said claims may be asserted after expiration or termination of the Contract. The Superintendent shall give the Board written notice of the nature of any claim for indemnification hereunder promptly upon receipt of notice of the nature of any claim or action against him. The Board shall have the right to conduct the defense and settle any such claim. The Superintendent shall fully cooperate with the Board in the defense. The Superintendent may, at his own cost and expense, employ counsel to assist in such defense.

Dated this ___ day of June, 2011.

Joseph B. Candela
Superintendent

Steve Hoffa, President
Board of Education

Nancy Boxey, Secretary
Board of Education