

EMPLOYMENT CONTRACT

THIS CONTRACT OF EMPLOYMENT (subsequently referred to as "Contract" or "Agreement") constitutes an agreement by and between the Board of Education of Addison Community Schools ("Board of Education", "Board" or "School District") and Steven Guerra ("Administrator"). The terms of the Contract are provided below.

1. **TERM.** The Administrator is employed for the period from July 1, 2011, through June 30, 2014, subject to extension, nonrenewal and discharge as provided in this Contract.
2. **CERTIFICATION.** The Administrator shall furnish and continuously maintain for the duration of this Contract on file in the central administrative offices of the School District evidence that he satisfies the requirements of state and federal laws, rules and regulations, e.g., for continuing education, for holding the position of Superintendent or for such other position(s) to which he is assigned by the Board. Failure to maintain, keep current and on file such evidence shall be sufficient cause for discharge.
3. **DUTIES:**
 - A. The Administrator agrees to serve the School District and to faithfully perform the duties of Superintendent as designated by the Board or the duties of such other position(s) as may be assigned by the Board in the exercise of its discretion, in a competent and professional manner in compliance with the laws, rules and regulations applicable to the School District and in compliance with the policies, regulations and practices of the Board of Education.
 - B. Duties include, but are not limited to:
 - Serve the School District as its Superintendent and perform the duties as required by law;
 - Keep and implement the policies of the Board of Education;
 - Carry out or cause to be carried out the educational program and policies of the School District;
 - Keep the Board of Education apprised of information which may be of importance to its members;
 - Prepare agendas for each regular and special meeting of the Board of Education in cooperation with the Board President;
 - Promote good community relations;
 - Direct the School District's Chief Financial Officer to prepare an annual budget, submit it to the Board of Education for review and approval in a timely manner and direct expenditures within the limits of the Board approved budget;

- Represent the School District in dealing with other organizations, school staff, the public and news media;
- Develop organizational goals in cooperation with the Board of Education and keep the Board informed of progress towards the goals in a timely manner; and
- Devote his full working time and best effort in the performance of such duties for the School District and to engage in no other gainful employment unless it is approved in advance by the Board of Education in writing.

Duties may be modified, reduced or supplemented by the Board from time to time in the exercise of its discretion.

4. **EVALUATION.**

- A. Annually, but no later than by March 1 of each year during the term of this Contract, the Board of Education shall evaluate the performance of the Administrator and subsequently shall review with the Administrator the evaluation of his performance, unless otherwise mutually agreed.
- B. Beginning with December 2011, the Administrator shall annually advise the Board of Education in writing of this obligation during the month of December prior to the Board's regular December meeting.
- C. The initial evaluation of the Administrator's performance by the Board and subsequent review with the Administrator of the evaluation of his performance shall occur no later than January 9, 2012.
- D. The Board may perform more than one (1) evaluation of the Administrator's performance during a contract year. The Board and the Administrator acknowledge that various requirements regarding administrator evaluations may be imposed from time to time by Michigan law. The conduct of the Administrator away from his formal duties is relevant for purposes of the evaluation process.

5. **EXTENSION.** This Contract may be extended either by option of the Board of Education or by operation of law, as provided below:

- A. The Board shall review this Contract with the Administrator annually, and shall, on or before March 31 of each ensuing year, take official action determining whether it is extended for an additional year and notify the Administrator on or before March 31 of each year of this Contract of its action in writing. ~~Beginning in December 2012,~~ the Administrator shall annually advise the Board of Education of this obligation during the month of December. If no action is taken by the Board, the Contract shall be deemed to have been renewed for an additional year.

- B. The Board recognizes the right of the Administrator to pursue other job opportunities. The Administrator may terminate this Contract for such reason upon giving not less than ninety (90) calendar days written notice to the President of the Board.
6. **EMPLOYMENT "AT WILL."** The Administrator shall serve at the pleasure of the Board. The Board specifically reserves the right to not extend or to not renew this Agreement or any extension regardless of cause or reason (excepting same shall not be arbitrary or capricious), but subject only to the laws of the State of Michigan and the United States. Contract nonrenewal is addressed immediately below. Further, the Administrator is subject to discharge as provided below in No. 8.
 7. **CONTRACT NONRENEWAL.** Any nonrenewal of this Contract shall be in accordance with the nonrenewal provisions of Section 1229(1) of the Michigan Revised School Code. Following Board action, written notice of contract nonrenewal must be provided to the Administrator not less than 90 days prior to the termination of the Contract. If written notice of nonrenewal of the Contract is not given at least 90 days before the termination of the Contract, the Contract is renewed for an additional 1-year period.
 8. **DISCHARGE.** The Administrator shall be subject to discharge from his employment with the School District during the term of this Agreement for proper and stated cause, including, but not limited to, loss of confidence in the leadership of the Administrator, commission of an act of moral turpitude, misconduct, theft, fraud, insubordination, conviction of a crime (misdemeanor or felony), any material breach of the Administrator's obligations under this Agreement (such as those provided by No. 2. Certification, No. 3. Duties, above), but the Board shall not arbitrarily and capriciously dismiss him. No discharge shall be effective until written charges have been served upon him and he has had an opportunity for a fair hearing before the Board after ten (10) calendar days' notice in writing. However, the Board is not required to give the Administrator an opportunity to correct any deficiencies or areas of concern. The hearing shall be public or private at the option of the Administrator. At such hearing, he may have legal counsel at his own expense.
 9. **TENURE EXCLUSION.** The above named person shall not acquire tenure as an Administrator in the position of Superintendent, in any non-classroom position or in any other non-teaching position to which he may be assigned.
 10. **COMPENSATION.** The Board agrees to pay the Administrator a salary at an annual rate of Ninety-Nine Thousand and 00/100 Dollars (\$99,000.00) for each year of the Contract in biweekly installments. The Board of Education retains the right to adjust the salary during the continuation of this Contract, but is not required to do so. No salary increase may be retroactive. Any adjustment in salary which is made during the duration of this Contract shall be in the form of an amendment and shall become part of this Contract, but it shall not

be considered that the Board has entered into a new contract with the Administrator or that the Contract termination date has been extended. However, this shall not preclude the Administrator and the Board from mutually agreeing to an extension of the existing Contract.

11. **BENEFITS.** During the term of this Contract, the Administrator shall receive the benefits generally provided by the School District to its full-time building administrators on the same basis as available to those employees in accordance with Board of Education policy subject to the following limitations: first, this paragraph excludes any compensation or benefit otherwise specifically set forth elsewhere in this Contract; second, such benefits are subject to change at any time without notice on the same basis as changed for full-time building administrators, provided, however, benefits provided the Administrator under this section of the Contract shall not be less than benefits provided the School District's full-time building administrators, and third, all benefits (*e.g.*, insurance benefits) are subject in all respects to the rules, regulations and contractual provisions, including eligibility, of the various benefits plans provided by the School District, including the selection by the Board of alternative carriers/providers.

The Administrator shall be provided the following benefits:

- A. **INSURANCE.** The Administrator shall be entitled to the same medical, dental, vision, long-term disability and life insurance as is provided to the School District's full-time building administrators. If, for any reason, the Administrator is not insurable at standard rates, he will have the option of applying for and obtaining such insurance by paying personally the rate differential between the standard rate and his actual rate.
- B. **PERSONAL LEAVE DAYS.** The Administrator shall be entitled to twelve (12) paid personal leave days per contract year for personal business, personal or family illness. Use of personal leave days in excess of five (5) consecutive days must be approved in advance by the Board President. Accumulation of unused days is permitted up to 60 days. When the Administrator leaves the employment of the School District, he will be compensated on a per diem basis for unused, accumulated personal leave days up to a maximum of 60 days provided he retires consistent with applicable laws and regulations for the Michigan Public School Employees Retirement System ("MPERS"). Payment shall be made by the School District within forty-five (45) calendar days from the Administrator's last date of employment. However, should the Administrator leave the employment of the School District, but not retire through MPERS, no compensation shall be paid to the Administrator for unused, accumulated personal leave days. Unused leave days shall be carried over from the Administrator's previous contract of employment as building principal with the School District.

- C. **VACATION.** The Administrator shall be entitled to twenty (20) paid vacation working days per contract year, excluding weekends and legal holidays, for which he will receive his compensation in full. A maximum of five (5) unused vacation days may be carried over from one (1) contract year to the next contract year. When the Administrator leaves employment with the School District, the School District shall not compensate the Administrator for any unused, accumulated vacation days. Should the Administrator's employment with the School District terminate prior to completion of a full contract year, vacation days and personal leave days shall be prorated.

The President of the Board shall always be informed by the Administrator in advance of any time the Administrator will be absent from a Board meeting. Any use by the Administrator of three (3) or more vacation days at a single time shall require prior approval by the Board President. Any use of five (5) or more vacation days by the Administrator at a single time shall require prior Board approval. The Administrator will not schedule his vacation during a time when his presence and leadership are critical to the School District as determined by the Board President.

- D. **FUNERAL LEAVE.** The Administrator may use personal, leave or vacation days for the purpose of bereavement leave.

E. **RESIDENCE AND MOVING COSTS.**

1. The Superintendent agrees to relocate and maintain his residence within a twenty (20) mile distance of the School District's nearest boundary during the term of this Agreement, including any renewals or extensions. Relocation consistent with this provision shall occur not later than June 1, 2012. The Board acknowledges that the real estate market may not be conducive to a sale of the Administrator's current residence and purchase of a residence within the time frame established. The Board may extend the above time frame if the Administrator's residence does not sell and relocation does not occur within this time frame.
2. The Administrator has represented that he will promptly relocate his residence to within the School District's boundaries. Upon presentation to the Board Treasurer of a written estimate prepared by an established moving company for the cost of moving the Administrator's possessions from his current residence to a house within the School District's boundaries, the School District will pay the Administrator up to Two Thousand and 00/100 Dollars (\$2,000.00) for such costs prior to the move.
3. Should reasonable and necessary moving costs incurred by the Administrator exceed Two Thousand and 00/100 Dollars (\$2,000.00), up to a total of Three

Thousand and 00/100 Dollars (\$3,000.00) shall be reimbursed by the School District if the Administrator establishes his residence within the School District's boundaries.

4. Reimbursement shall be made by the School District to the Administrator within forty-five (45) calendar days following submission by the Administrator of a receipt(s) for such moving expenses subject, however, to Board review and approval.

F. TUITION REIMBURSEMENT.

1. The Administrator is eligible for reimbursement by the School District for college tuition costs for up to Two Thousand One Hundred and 00/100 Dollars (\$2,100.00) per semester per contract year. Prior approval of a class(es) by the Board is required. The Board will not reimburse for any cost(s) incurred by the Administrator other than tuition.
2. In order for reimbursement to be made for a class, the class must have been completed by the Administrator and a grade of 3.0 or higher obtained as evidenced by a college transcript.
3. The Administrator's job duties and responsibilities shall have priority over class attendance. Time away from the School District and/or the duties and responsibilities of the Administrator shall be limited and reasonable.

12. HOLIDAYS.

- A. The Administrator shall be entitled to the following holidays per contract year: January 1, Good Friday, Memorial Day as observed, July 4, the Friday immediately before Labor Day, Labor Day, Thanksgiving Day, the Friday immediately after Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Eve.
- B. If July 4 falls on a Tuesday, the previous Monday shall be a holiday, while if July 4 falls on a Thursday, the subsequent Friday shall be a holiday.
- C. If a holiday falls on a weekend, the Administrator will receive either Friday or Monday off as a holiday as provided. If a holiday falls on a Saturday, the holiday day shall be taken on the immediately preceding Friday. If a holiday falls on a Sunday, the holiday shall be taken on the immediately following Monday.

- D. The Administrator expected to work on days (Monday-Friday) that fall within various school breaks, such as Christmas break, winter break and spring/Easter break, which are not holidays when students and staff are typically not present in the building. The

Administrator may elect to take time off as vacation time consistent with the terms of this Agreement.

13. **MILEAGE.**

- A. The Administrator shall be paid a monthly stipend of \$200.00 to cover the cost of incidental mileage expenses incurred by the Administrator while performing duties as Superintendent. This stipend shall cover, for example, (1) travel within the boundaries of Lenawee Intermediate School District and (2) attendance at various events, activities and athletic contests in which the School District has a student group, club, team or representative involved as a participant, regardless of the location.
- B. The Administrator shall be reimbursed at the IRS rate for reasonable and necessary travel for School District related matters, *e.g.*, regional and state meetings for M.A.S.A., for any round trip which exceeds 75 miles.
- C. The Board may, in the exercise of its discretion, authorize reimbursement at the IRS rate to the Administrator for other trips.

14. **PROFESSIONAL MEMBERSHIPS.** The School District agrees to pay the Administrator's professional dues for membership in three (3) educational associations, one of which shall be M.A.S.A. (including any dues for Region 8 membership), and a second shall be A.A.S.A. Payment is subject to Board review and approval.

15. **PROFESSIONAL MEETINGS.**

- A. The Administrator shall attend appropriate professional meetings at the regional and state levels. Time away from the School District and/or the duties and responsibilities of his position shall be limited and reasonable as determined by the Board. This Contract does not authorize attendance at national meetings as separate, advance Board approval is required.
- B. An itemized expense statement with receipts for attendance at appropriate professional meetings shall be prepared by the Administrator and filed with the business office prior to reimbursement. The Administrator shall be reimbursed for reasonable, necessary, itemized and receipted expenses of such attendance as determined by the Board.

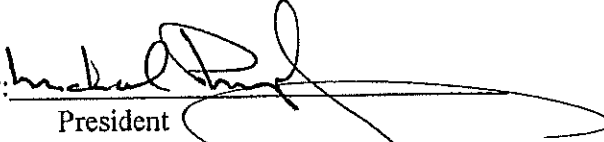
16. **EXAMINATIONS.** On a biennial basis, the Administrator shall obtain a comprehensive medical examination and provide the Board President with a letter from the examining physician certifying that the Administrator is physically fit to perform his job duties and responsibilities. The letter of certification shall be placed in the Administrator's personnel

file and shall be treated as confidential information. Upon request of the Board President, the Administrator shall provide the Board President with a letter from an appropriate physician selected by the Board President certifying that the Administrator is mentally fit to perform his job duties and responsibilities. Such request may be made annually, but may not be made arbitrarily or without good and sufficient justification. The Board shall pay the cost of any examination(s) not covered by the Administrator's health insurance.


17. **BREACH.** In the event of a breach on the part of either party to this Contract, nothing contained in this Contract shall be construed to render the obligations of either party null and void.
18. **LIABILITY PROTECTION.** The Board shall maintain a liability insurance policy with the Administrator covered as an insured, subject, however, in all respects to the rules, regulations and contractual provisions, including eligibility, of the carrier/provider.
19. **SPORTS PASS.** The Superintendent shall receive annually an Addison Community Schools family sports pass.
20. **STIPEND.** The Superintendent shall receive a monthly stipend of One Hundred Twenty-Five and 00/100 Dollars (\$125.00) for cellular phone service and technology expenses.
21. **COOPERATION.** The Board and the Administrator will work together for the benefit of the School District.
22. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement and understanding by and between the Board and the Administrator with respect to the employment of the Administrator. Accordingly, no representations, promises, contracts or understandings, written or oral, not contained in this document or its Addendums, shall be of any force or effect. All prior agreements, verbal or written, pertaining to, connected with or arising in any manner out of the employment of the Administrator by the Board, are hereby terminated and shall be of no force or effect whatsoever subsequent to the execution of this Agreement. No change or modification of this Agreement shall be valid or binding unless it is in writing and signed by the Administrator and on behalf of the Board pursuant to Board action. No valid waiver of any provision of this Agreement, at any time, shall be deemed a waiver of any other provision of this Agreement at such time or at any other time.
23. **ENFORCEABILITY:** If any provision(s) of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, or becomes invalid due to legislative enactment, this Agreement shall continue in full force and effect without said provision(s). If any term of this Agreement is determined not to be legally enforceable as written, the provision will be enforced to the extent permitted by law.

On behalf of ADDISON COMMUNITY SCHOOLS
BOARD OF EDUCATION

Dated: 6/30, 2011

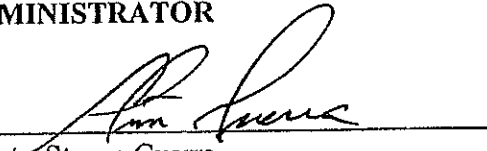
By: 
President

Dated: 6/30, 2011

By: 
Treasurer

ADMINISTRATOR

Dated: 6/30, 2011

By: 
Steven Guerra

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Addendum

(Attachment to original Employment Contract approved 6/30/11)

Steven Guerra, Superintendent/Jr/Sr High School Principal of Addison Community Schools

2012/2013


Monthly stipend of \$150 for cellular phone service and technology expenses

2013/2014

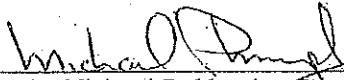
Monthly stipend of \$150 for cellular phone service and technology expenses

Annual compensation \$99,500

3/27/12
Date


Steven Guerra
Superintendent of Schools

3-26-12
Date


Michael P. Murphy, President

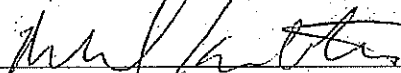
3/26/12
Date


Michelle L. Gramm, Vice President

3-26-12
Date


Brian Burt, Treasurer

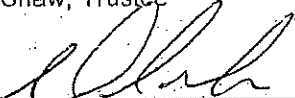
3/26/12
Date


Michael Karabetsos, Secretary

3-26-12
Date


Tim Shaw, Trustee

3-26-12
Date


David W. Luke, Trustee

3-26-12
Date


Mark Cleveland, Trustee