

**UTICA COMMUNITY SCHOOLS  
SUPERINTENDENT'S CONTRACT OF EMPLOYMENT**

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THIS CONTRACT, made and entered into in the County of Macomb, State of Michigan, to be effective the 1st day of July, 2008, by and between the Utica Community Schools, a general powers school district (hereinafter the "School District"), and Dr. Christine M. Johns (hereinafter the "Superintendent"). This Contract shall supercede and supplant all other and former contract(s) between the parties pertaining to the employment of the Superintendent.

**IT IS AGREED:**

1. **Employment** - The School District hereby employs the Superintendent, and the Superintendent agrees to work for the School District, for a term commencing on July 1, 2008 and ending on June 30, 2011, subject to all covenants and conditions of this Contract. Commencing July 1, 2009, the term of this Contract shall be extended for an additional year unless the Board notifies the Superintendent, in writing, of its intention not to so extend this Contract on or before March 30 of each year; provided, however, such notice from the Board is not required (and this Contract is not so extended) unless the Superintendent notifies the Board, in writing, of its obligation to provide her with such written notice on or before March 1 of each year. It is understood and agreed the Superintendent is employed in the capacity of Superintendent, as defined in the Michigan Revised School Code, and subject to the provisions of this Contract.

2. **Duties** - The Superintendent shall be the chief executive officer of the School District and shall perform the duties of Superintendent as directed by the Board, and as set forth within any applicable policies of the School District, and as required by the laws of the State of Michigan. The Superintendent agrees to devote the time, skill, labor and attention to this

employment and to perform faithfully the duties of Superintendent for this School District. The Superintendent also agrees that during this time she shall devote her full time, attention and best efforts to the business of the School District.

3. **School Board/Superintendent Communications** – With the exception of closed sessions when the Board is discussing the Superintendent's employment, the Superintendent shall have the right to attend all Board meetings and to provide administrative recommendations on each item of business considered by the Board in those meetings. By August 31 of each year, the Superintendent and the Board will: develop a process and procedures by which to discuss Superintendent-Board relations and Board expectations; and, establish a schedule for Board retreats.

4. **Compensation** - During the period of this Contract, the School District agrees to pay the Superintendent the following items of compensation. The School District and the Superintendent intend that all of these compensation items will be treated as compensation for purposes of determining the Superintendent's final average compensation under the Michigan Public School Employees Retirement Act (MPSERA):

- a. **Base Salary.** The Superintendent's base salary for the 2008-2009 school year shall be \$194,400. The Superintendent's base salary shall be paid in equal installments in accordance with the policy of the Board governing payment of other administrative personnel employed by the School District. The School District is authorized to make such payroll deductions as shall be required by law or authorized by the Superintendent. The Superintendent's base salary for the remaining years of this contract shall be subject to negotiation with the Board but, in no event, shall be less than her base salary for the previous school year. If the Superintendent works less than a full school year, the School District shall pay the Superintendent her base salary for that portion of the school year during which she actually renders service.

- b. **Base Salary Stipend.** The School District shall pay the Superintendent an annual Executive Administrator's Salary Stipend equal to four (4%) percent of her annual base salary.
  - c. **Tax Deferred Annuity.** The School District shall provide the Superintendent with an annual tax deferred annuity in the amount of seventeen thousand dollars (\$17,000.00) paid to an annuity plan or plans allowed by state or federal law, including 401(k), 403(b) or 457(b) plans. Such plan or plans shall be selected by the Superintendent for her benefit, subject to any administrative limitations and conditions of the Internal Revenue Code. The cost to the School District of any tax deferred annuity plan or plans shall not exceed seventeen thousand (\$17,000.00) during any year of this Contract. The payment to purchase any annuity plan or plans on an annual basis shall be timed so that the contributions made on behalf of the Superintendent do not exceed any applicable limits of the Internal Revenue Code for any tax deferred annuities or any other plans allowed by state or federal law in any applicable calendar year.
  - d. **Service Credit Purchases.** During each year of this Contract, the School District shall increase the Superintendent's compensation by an additional amount which, after taxes, is sufficient to permit her to purchase one-half year of service credit under the provisions of the MPSERA.
5. **Work Year** - The Superintendent shall perform her duties over the full fifty-two (52) weeks of the School District's fiscal year (July 1 to June 30), less applicable vacation, leave and holidays. The Superintendent shall be expected to attend meetings of the Board of Education and its committees and to attend and participate in School District functions and, on occasion, other civic activities having relation to the School District's interests within the School District community. The time expended in attending such meetings and activities has been taken into account in setting the aforesaid salary and thus no additional compensation shall be forthcoming for such attendance. The Superintendent shall not be required to be present at the School District during the following holidays: July 4, Labor Day, Thanksgiving Day, the Friday following

Thanksgiving, December 24, 25, 26, 31, January 1, Good Friday, Easter Monday, Memorial Day and any additional holidays approved for administrators by the Board of Education.

6. **Tenure** - It is expressly agreed that the Superintendent shall not be deemed to be granted or to otherwise acquire continuing tenure in the capacity as Superintendent or in any administrative/ non-classroom teaching capacity by virtue of this Contract of employment or any other circumstances.

7. **Evaluation** – On or before October 1 of each year, the Superintendent shall submit to the Board a recommended evaluation form and process for conducting her evaluation. The Board shall meet with the Superintendent to discuss the recommended evaluation form and process, attempting in good faith to reach consensus with the Superintendent as to a mutually agreeable evaluation form and process. By November 1 of each year, the Board and the Superintendent shall agree on an evaluation form and process.

Using the evaluation form and process approved by the Board, the Superintendent, prior to her evaluation, shall provide the Board a written self-appraisal of her accomplishments. No later than June 1 of each year of this Contract, or at such time as the parties may expressly agree upon, the Board and Superintendent shall meet in closed session for the purposes of mutual evaluation of the performance of the School District and the Superintendent, including discussion of the Superintendent's self-appraisal, any recommendations and observations on how such performance may be continually improved and any increase in the Superintendent's compensation. The time and date of the meeting shall be agreed to by the parties sufficiently in advance of such meeting to permit adequate preparation for a constructive exchange of views. Based on the closed session, the Board President shall have overall responsibility for completing

the agreed upon evaluation form on behalf of the Board. By June 30 of each year, the Board shall provide the Superintendent with a copy of the completed evaluation form. The Superintendent shall have the right to respond to the Board's written evaluation either orally during a closed session or in writing.

8. **Continuing Education** - The Superintendent shall fulfill all applicable certification and continuing education requirements promulgated by the State Board of Education pursuant to Section 1246 of the Revised School Code, MCL 380.1246, and the School District shall reimburse the Superintendent for any tuition or other necessary expenses in connection with meeting said certification or continuing education requirements.

9. **Conflict of Interest** - The Superintendent agrees she will comply with any state or federal laws or Board policies and regulations relating to conflict of interest.

10. **Other Work** - The Superintendent may undertake speaking engagements, writing, lecturing or other professional duties and obligations when such activities do not impinge upon the time and effort required by the Superintendent to carry out her responsibilities under the Contract. Any such activity shall be discussed and agreed upon through discussion with the President of the Board of Education.

11. **Professional Expenses** - The Board expects the Superintendent to continue her professional development and expects her to participate in relevant learning experiences. The Board further expects the Superintendent to attend appropriate professional meetings at the local, state and national level, including appropriate out-of-state meetings. The Superintendent shall submit requests for such activities to the Board President for prior approval (which approval will not be unreasonably withheld). The Board shall reimburse the Superintendent for all normal and

reasonable expenses in connection with such professional development and meeting attendance. Such reimbursement payments shall be made in accordance with the terms of applicable Board policies, regulations and procedures then in effect concerning the same as may be established or amended from time-to-time.

**12. Membership Dues** – During the term of this Contract, the School District shall pay the Superintendent's membership charges and regular dues for membership in the customary national, state and local professional organizations to which school district superintendents regularly belong, as reviewed and approved in advance by the President of the Board. During this Contract, the Board shall further pay the Superintendent's membership charges for membership in up to three (3) civic organizations/clubs subject to advance approval of the President of the Board, excluding non-business related dining charges, donations and other extra expenses related to such memberships. The Superintendent shall provide annually to the Board President a list of the memberships maintained and the cost for each.

**13. Automobile** – The Superintendent shall use a School District vehicle with a car phone for both business and personal purposes, including travel to attend out-of-district conferences and meetings in the course of performing the duties of the Superintendent, subject to applicable administrative rules and regulations. The School District shall reimburse the Superintendent for any reasonable and necessary expenses associated with the operation of the School District vehicle.

**14. Vacation** – The Superintendent shall receive twenty-five (25) work days of vacation per school fiscal year, exclusive of holidays. Vacation days may be accrued up to a maximum of forty-five (45) days of vacation leave. At the time of the Superintendent's

separation from employment with the School District, the School District shall pay the Superintendent for any accrued and unused vacation leave for up to thirty (30) days at her then daily rate. Any vacation period in excess of ten (10) consecutive work days is subject to prior approval by the President of the Board (which approval will not be unreasonably withheld).

15. **Health Care** – The Superintendent shall be entitled to receive the health care program made available to the other central office administrators employed by the School District. The School District reserves the right to modify or change the health care benefits from time to time by resolution of the Board of Education, in which event any such action shall modify or change the benefits provided to the Superintendent hereunder.

16. **Term Life Insurance** – The School District shall, at all times during the effective dates of this Contract, provide the Superintendent, at no cost to the Superintendent, a term life insurance policy providing a death benefit of two (2) times the Superintendent's then current compensation, as set forth within Paragraph 4 herein.

17. **Sick Leave** - The Superintendent shall be provided such fully compensated leave days for sick leave, which shall not exceed twenty (20) work days within a single school fiscal year of this Contract. The Superintendent shall also be provided leave for personal business, regarding matters that cannot be reasonably attended to outside the normal work day, which shall not exceed three (3) work days within a single school fiscal year of this Contract. Sick leave may be accrued up to a maximum of forty-five (45) days. At the time of the Superintendent's separation from employment with the School District, the School District shall pay the Superintendent for any accumulated and unused sick leave for up to twenty-five (25) days at her then daily rate.

18. **Salary Continuation upon Disability** - In the event that, during the term of this Contract, the Superintendent were to contract an illness/sickness or suffer an injury such that the Superintendent was verifiably disabled from continuing performance of her duties (and regardless of whether her employment has been terminated pursuant to Paragraph 21 herein), the School District shall provide a short term salary continuation plan as follows:

<b><u>Disability Period Following Commencement of Disability</u></b>	<b><u>Percent of Salary Installment to be Continued</u></b>
First 365 (calendar) days	100%
Beyond 365 (calendar) days	-0-

provided that the School District may elect to purchase insurance coverage for all or a portion of such salary continuation obligation, the proceeds from which shall be received by the Superintendent in offset of said obligation. The Superintendent shall also be entitled to the benefits of any policy of insurance for long term disability that may be provided pursuant to Paragraph 19 herein, subject to whatever limitations on coverage are applicable in the policy which may be in force at the time of the occurrence.

19. **Disability** - The District shall provide a long term disability benefit, "LTD." If the Superintendent is unable to perform fulltime duties due to mental or physical disability, LTD benefits will be provided after three hundred sixty-five (365) calendar days of disability. The benefit shall not be less than sixty-five (65%) of the Superintendent's then current compensation per Paragraph 4 of this Contract. The School District may meet its obligation hereunder by purchasing an industry standard LTD insurance policy, in which event the contract of insurance shall control all issues of eligibility, entitlement and setoffs.

20. **Retirement** -- The School District shall make all employer and employee



contributions required by law to be made to the Michigan Public School Employees Retirement System (MPSERS).

**21. Termination**

**a. Termination Events** - This Contract shall terminate immediately upon the occurrence of any of the following events: (1) termination by mutual consent; (2) resignation by the Superintendent; (3) termination for just cause; (4) termination without cause; (5) disability of the Superintendent; or, (6) upon the end of this Contract.

**b. Termination Upon Mutual Consent** - This Contract may be terminated at any time upon written agreement of the Board and Dr. Johns.

**c. Resignation by Superintendent** - For purposes of this Contract, resignation by the Superintendent shall mean any termination or resignation by Dr. Johns of her employment relationship with the Board for any reason including, but not limited to, retirement by Dr. Johns under this Contract, before the end of this Contract. Dr. Johns is required to give at least ninety (90) days advance written notice of resignation to the Board, and the Board is entitled, upon receiving such notice and in its discretion, to accept such resignation as effective on the resignation date proposed by Dr. Johns, or such other earlier date designated by the Board. In addition, the Board will be required to pay Dr. Johns her Base Salary and other applicable, accrued compensation set forth in this Contract only through Dr. Johns' final resignation date as agreed to or revised by the Board, regardless of whether Dr. Johns is actually required or permitted to perform any services for the Board during that period.

**d. Termination for Just Cause** - For purposes of this Contract, termination for just cause shall mean termination of the employment of Dr. Johns by the Board as the result

of: (1) commission or omission of any act of fraud, embezzlement, theft, misappropriation, breach of fiduciary duty, or persistent neglect of job duties by Dr. Johns in connection with Dr. Johns' employment with the Board; (2) repeated intentional and willful violation by Dr. Johns of the Board's policies and/or regulations; or, (3) Dr. Johns' intentional and willful breach or failure to perform the obligations set forth in this Contract and/or applicable Board Policy. In the event that the Board seeks to discharge Dr. Johns for just cause, the Board shall provide her, in writing, notice of the basis of the proposed termination for just cause at least ten (10) working days before the proposed termination. This notice shall include the grounds for the proposed termination. The Board shall provide the Superintendent an opportunity for a meeting with the Board or its designee in regard to the prospect of such termination. In the event the Superintendent elects to contest the Board's disposition in regard to such termination, the Superintendent shall have the right, to the exclusion of any other rights or remedies otherwise available to the Superintendent at common law or by statute, to request arbitration per Paragraph 21(g) of this Contract.

e. **Termination Without Cause** - The Board may, at its option, unilaterally terminate this Contract without cause upon an affirmative vote of a majority of the full Board at a regular or special meeting of the Board by giving Dr. Johns notice of unilateral termination. In the event of such termination, the Board shall pay to Dr. Johns, upon execution of a release as outlined in Paragraph 22 below, severance pay pursuant to Paragraph 22 below. It is understood that this option should be exercised only after reasonable and good faith efforts to terminate this Contract upon mutual agreement of the parties as provided in Paragraph 21(b) above. For purposes of this Contract, termination without cause shall mean any termination of the

employment of Dr. Johns by the Board for any reason other than termination by mutual consent, resignation by Dr. Johns, disability or termination for just cause.

f. **Disability** - For purposes of this Contract, disability shall mean Dr. Johns is disabled and unable, with or without a reasonable accommodation, safely and effectively to perform the essential functions and duties of her position with the Board by reason of a physical or mental disability, impairment, injury or condition that has continued for a period totaling three hundred sixty five (365) days beyond the time that Dr. Johns would have been entitled to take regular annual leave or sick leave with the Board, or both. Dr. Johns agrees to submit such medical evidence to the Board regarding such disability as is reasonably requested by the Board President, to be treated as confidential as required by law. The Board, in turn, agrees to cooperate fully with Dr. Johns in assisting her in applying for applicable disability benefits.

g. **Arbitration** - The parties agree that any dispute regarding the Board's proposed termination for just cause pursuant to Paragraph 21(d) must be brought and exclusively adjudicated within the arbitration forum and pursuant to the American Arbitration Association National Rules for the Resolution of Employment Disputes (or as superseded by the rules then applicable). The parties acknowledge that this agreement to arbitration is authorized by the Michigan Arbitration Act, MCL 600.5001 *et seq.*, and constitutes a clear knowing waiver of the right to adjudicate the Board's proposed termination for just cause. The courts of the State of Michigan shall have jurisdiction to enforce this arbitration agreement and to render judgment on an award entered pursuant thereto.

22. **Effect of Termination/End of Contract** - Following the termination or end of this Contract for any reason, Dr. Johns or, in the event of Dr. Johns' death, Dr. Johns' estate

shall: (a) be entitled to any earned but unpaid Base Salary due at the time of the termination or end of this Contract; (b) be entitled to any vested 401(k), 403(b), 457(b), or other vested retirement, pension or deferred compensation benefits hereunder with the Board or the State Board of Education, if any; (c) be entitled to any accrued, vested benefits pursuant to the terms of any other plans or programs in which Dr. Johns is a participant, if any; and, (d) have the general right to elect certain coverage continuation under COBRA, if and as applicable (collectively, the "Regular Compensation"). Thereafter, except for any additional benefits or payments that may be due pursuant to this Contract, Dr. Johns and/or her estate, as applicable, shall not be entitled to receive any additional compensation, payments, wages, incentive pay, commissions, severance pay, consideration or benefits of any kind from the Board hereunder upon the termination or end of this Contract.

However, if termination of this Contract occurs at any time during this Contract due to termination of the employment of Dr. Johns by the Board without cause and provided Dr. Johns continues to abide by the confidentiality and other post-employment requirements set forth in this Contract, then Dr. Johns shall be entitled to be paid the lesser of Dr. Johns' then applicable, remaining unpaid compensation: (1) through the end of this Contract, or (2) for a period of eighteen (18) months following the end of this Contract. Such without cause severance amounts shall be payable to Dr. Johns by the Board at the same time and in the same manner as Dr. Johns' prior Base Salary payments with the Board. In addition, the payment of such without cause severance amounts shall be treated by the parties as severance/liquidated damages to compensate Dr. Johns for any and all claims or damages incurred by her of any kind or nature whatsoever, including but not limited to, contractual, compensatory and punitive damages arising out of or

relating to the without cause termination of her employment by the Board. Moreover, in exchange for, and as a condition precedent to receiving such liquidated damages, Dr. Johns agrees that upon her separation, she shall sign a mutually agreed upon release of any and all claims and causes of action, known and unknown at that time, that she has or may have against the Board, the School District and their respective officials, members and employees, both personally and in their official capacities, relating to or arising out of her employment with the Board.

23. **Indemnification** - To the fullest extent permitted by law, the School District agrees to defend, indemnify and hold the Superintendent harmless from and against all claims, suits, judgments, liabilities, attorneys' fees, costs and expenses arising from actions taken or decisions made in good faith within the scope of her employment while she is/was Superintendent. The School District may purchase liability insurance to satisfy all, or any portion of, this indemnification. The Superintendent shall give the Board notice of any possible claim or action against her. The Board of Education shall have the right to appoint the attorney to conduct the defense of any such claim or action. If a conflict exists concerning the defense of a claim or action between the legal position of the Superintendent and the legal position of the School District, the Board shall engage counsel for the Superintendent in which event the School District shall indemnify the Superintendent for reasonable attorneys' fees and costs. The Superintendent agrees to fully cooperate in the defense of any claim or action and her failure to do so shall nullify this indemnification clause. This clause shall survive the expiration of this Contract. This paragraph shall not apply where the Superintendent is an adverse party to the

School District in a lawsuit or quasi judicial proceeding involving the Superintendent's termination or any other provision of this Contract.

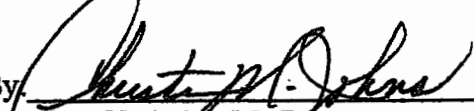
**24. Extension or Non-renewal of Contract** – In the event that the Board of Education decides not to renew the Superintendent's Contract, as herein set forth, the Superintendent shall be provided such notice and process as is required by the Revised School Code. The Superintendent acknowledges that the Superintendent has no expectation of employment by the School District beyond the terms of this Contract. The decision whether to renew or not to renew the Contractual relationship is solely that of the Board of Education for the School District.

**25. Totality of Terms** – This Contract is subject to all appropriate Federal and State statutes, rules and regulations. The foregoing Contract constitutes the complete understanding, duties, rights and agreements of the parties relative to employment of the Superintendent. The Superintendent acknowledges that no other promises or agreements, written or oral, relative to his/her employment and/or continuation of employment exist. The Superintendent acknowledges and agrees that his/her expectations in relation to possible renewal or non-renewal of this Contract, and all other aspects of the employment relationship, are exclusively controlled and determined by the provisions of this Contract and that no person or entity other than the Board of Education for the School District, acting through a majority vote and resolution, has any


authority whatsoever to add to, expand upon, restrict or in any manner modify said expectations and provisions.

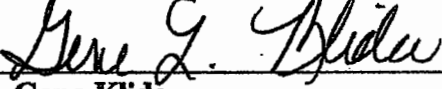
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date and year above written.

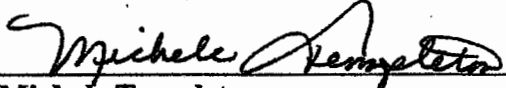
**UTICA COMMUNITY SCHOOLS**

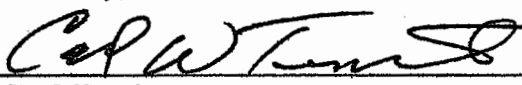
By:   
**Dr. Christine M. Johns**  
Superintendent

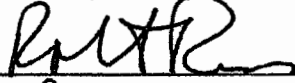
**BOARD OF EDUCATION**

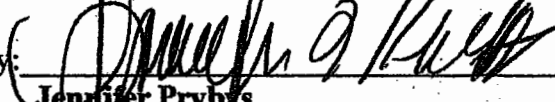
By:   
**Carol Klenow, Ed.D.**  
President, Board of Education

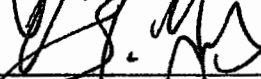
By:   
**Gene Klida**  
Vice President, Board of Education

By:   
**Michele Templeton**  
Secretary, Board of Education

By:   
**Carl Territo**  
Treasurer, Board of Education

By:   
**Robert Ross, Ph.D.**  
Trustee, Board of Education

By:   
**Jennifer Prybyl**  
Trustee, Board of Education

By:   
**Dan Meyers**  
Trustee, Board of Education