

SUPERINTENDENT'S EMPLOYMENT AGREEMENT

The Board of Education of the Berkley School District ("the Board") wishes to employ Dennis McDavid ("the Superintendent") to serve as the Superintendent of Schools of the Berkley School District ("the District").

The Superintendent wishes to serve the Board and the District according to the following terms and conditions.

THEREFORE, IT IS AGREED:

1. **Term:** The District will employ the Superintendent for the period from July 1, 2012 to June 30, 2015. The term of this Agreement will extend for one additional year, and from year to year thereafter, unless the Board gives the Superintendent written notice of nonrenewal as required by Section 1229 of the Revised School Code.

2. **Tenure:** The Superintendent will not have or acquire tenure as Superintendent of Schools or in any other administrative or assigned capacity. The District's failure to continue the Superintendent's employment after the term of this Agreement, or re-employ him or her in any other capacity, will not be considered a breach of this Agreement.

3. **Qualifications:** The Superintendent represents and warrants he or she meets, and will continue to meet, at least the minimum qualifications and certifications required by the State of Michigan to serve as the District's Superintendent of Schools.

4. **Duties:** The Superintendent represents and warrants he or she is able, and will continue to be able, to serve as the District's Superintendent of Schools in a competent and professional manner in compliance with applicable laws, policies and regulations adopted by the Board and as otherwise directed by the Board. The Superintendent's duties include, but are not limited to: preparing the Board agenda, as directed by the Board; attending Board of Education meetings and committee meetings, unless excused by the Board's President; and, on occasions, attending such other District and civic functions and activities related to the District's interests within the community serviced by the District.

5. **Conflicts of Interest:** The Superintendent will not possess or acquire, directly or indirectly, any interest adverse to the District. If a question arises whether the Superintendent possesses or has acquired an impermissible conflict of interest, the Superintendent will, as soon as practicable, fully disclose the questioned interest to the Board for its review and disposition, which disposition will be controlling.

6. **Compensation:**

A. **Base Salary:** The Superintendent's base salary will be \$158,000.00 from July 1, 2012 until June 30, 2015.

B. **Tuition reimbursement:** for one (1) class toward doctorate degree, per semester, inclusive of mileage costs.

- C. Doctoral Differential: The Superintendent will receive additional compensation of \$5,000.00 annually in recognition of his or her earned doctorate from an accredited institution.
- D. Tax Sheltered Annuity: The District will, after the first payroll period occurring in February of each year the Superintendent is employed by the District as the Superintendent of Schools, contribute \$10,000 on the Superintendent's behalf to a tax sheltered annuity plan chosen by the Superintendent and approved by the Board.

7. Fringe Benefits:

- A. Insurance: The Superintendent will be afforded the same hospitalization, dental and other insurances (including long term disability insurance) available to other administrators employed by the District, as such coverage now exists and may be modified from time to time. The District will provide the Superintendent with a term life insurance policy with a death benefit of three times his or her annual salary.

Contribution to Insurance Premiums: The Superintendent's monthly contribution to insurance premiums, if applicable, will remain at \$75 for the 2012-13 school year, which contribution will be automatically deducted from his or her base pay by the District.

- B. Retirement: The District will assume the full cost of contributions for the Superintendent to the Michigan Public School Employees Retirement System (MPSERS).
- C. Vacation: The Superintendent may take up to 25 paid vacation days per school year in which he or she is actively employed as Superintendent of Schools, upon advance written notice to the Board's President. Additionally, the Superintendent may be absent from the District during mid-winter and spring school breaks, upon approval of the Board's President. The Superintendent may accrue up to a maximum of 10 unused vacation days per school year, which the Superintendent must use or be paid for in the following school year. Otherwise, the Superintendent may not accrue, and will not be paid for, unused vacation days. Payment for accrued and unused sick days, as set forth in this subparagraph, will be at a per diem rate equal to a fraction the numerator of which is the Superintendent's base salary and the denominator of which is 260.
- D. Leave Days: The Superintendent will be afforded the same leave benefits (excluding vacation) available to other administrators employed by the District, as such leave benefits now exist and may be modified from time to time.
- E. Workers Compensation: Upon determination of eligibility for workers' compensation benefits pursuant to Michigan's Workers' Compensation

Disability Act, the District will pay the Superintendent the difference between his or her base salary and his or her workers' compensation allowance for a period not to exceed 200 calendar days.

- F. Errors and Omissions: The District will afford the Superintendent the same insurance coverage for errors and omissions as is afforded members of the Board of Education.
- G. Jury Duty: The District will pay the Superintendent his or her base salary during any period of jury service. The Superintendent will remit to the District any jury fee received from the Court, exclusive of any amount received for travel.
- H. Termination Benefit. The Superintendent will not be eligible for any termination benefit unless he or she has been actively employed by the District for at least ten consecutive years and is eligible to retire under MPSERS' rules and regulations. The District will pay the Superintendent a termination benefit, if he or she is eligible, equal to: 1.75% of his or her annual salary at his or her date of retirement multiplied by the number of years he or she was actively employed by the District; plus, \$10.00 for every day in his or her personal sick bank up to a maximum of 200 days.

8. Professional Development: The Board will, consistent with budget constraints and policy, support the Superintendent's professional development by paying membership charges for professional organizations proposed by the Superintendent and approved by the Board. Additionally, the Board may, upon request, pay the Superintendent's reasonable expenses for attending appropriate professional meetings at the local, state and national levels.

9. Expenses: The Board will, consistent with budget restraints and policy, reimburse the Superintendent for reasonable and necessary expenses incurred on District business. The Superintendent will submit itemized expense statements, on a monthly basis, to the Board's President for review and action by the Board.

10. Evaluation: The Board will evaluate the Superintendent's performance no later than March 1, 2013 and no later than March 1 of each succeeding year. The Superintendent will notify the Board of this deadline in writing, no later than February 1, 2013 and no later than February 1 of each succeeding year. The Superintendent's evaluation will be based on criteria mutually agreed to by the Superintendent and the Board; provided, however, the Board will establish the criteria in the absence of mutual agreement. The Superintendent's evaluation will include consideration of his or her compensation and fringe benefits for the following year of his or her employment as Superintendent of Schools.

11. Indemnification: The District will indemnify and hold harmless the Superintendent from and against all claims, suits, judgments, damages, liabilities, costs and expenses arising from actions taken or decisions made in good faith within the scope of his or her employment as Superintendent of Schools. The Superintendent will immediately notify the Board of any request for indemnification for any claim or action against him. The Board and the District have the right to conduct the defense of any such claim or action and the Superintendent

will fully cooperate with the Board and the District in the defense. This paragraph will not apply to cases in which the Superintendent is a plaintiff and/or in cases arising from or relating to this Agreement.

12. Termination: This Agreement will terminate on June 30, 2015. The Superintendent enters into this Agreement with no expectation of continued employment with the District beyond that date. Prior to June 30, 2015, the Board and the District will not terminate this Agreement except for reasonable and just cause, including acts of moral turpitude and violations of the terms of this Agreement.

13. Limitations of Actions: The Superintendent and the District agree that any civil action or administrative complaint arising from or relating to the Superintendent's employment with the District, the termination of the Superintendent's employment with the District or this Agreement must be filed no later than 180 calendar days from the date on which the civil action or administrative complaint accrued or no later than 180 days from the termination of the Superintendent's employment, whichever is sooner. The District and the Superintendent waive any longer limitations period. This paragraph is not intended to, and should not be construed, to extend any statutory limitations period shorter than 180 calendar days.

14. Binding Arbitration: The Superintendent and the Board and the District agree that, except as set forth in this paragraph, any and all claims, demands, actions and causes of action whatsoever, arising from or relating to the negotiation, execution and interpretation of this Agreement will be submitted to final and binding arbitration according to the American Arbitration Association's National Rules for the Resolution of Employment Disputes. The Superintendent, the Board or the District may move for entry of judgment on such an arbitration award in any court of competent jurisdiction. Limitation and Exception: The arbitrator does not have jurisdiction to reinstate the Superintendent if the Board has terminated this agreement (but may award damages for breach of contract), regardless whether the termination was for reasonable and just cause. Furthermore, this arbitration agreement does not apply to a decision by the Board not to renew this Agreement, which decision may not be submitted to final and binding arbitration.

15. Waiver of Breach: The Board and the District will not waive any breach of any provision of this Agreement except in writing. Such a waiver will not waive future breaches.

16. Severability: If any provision of this Agreement is prohibited by the laws of the United States or the State of Michigan, that provision will be unenforceable without invalidating the remaining provisions of this Agreement.

17. Entire Agreement: This Agreement is the parties' entire agreement and supersedes any other prior or contemporaneous agreement, written or verbal. This Agreement may not be modified or rescinded except by another written agreement, approved by the Board in a public meeting, and signed by both parties.

SUPERINTENDENT

By: _____
Dennis McDavid

Date: _____

BOARD OF EDUCATION OF THE
BERKLEY SCHOOL DISTRICT

By: _____
Paul Ellison, Its President

Date: _____

By: _____
Sheryl Stoddard, Its Secretary

Date: _____