

THE NOVI COMMUNITY SCHOOLS SCHOOL DISTRICT

**CONTRACT OF EMPLOYMENT
FOR SUPERINTENDENT OF SCHOOLS**

1. **Term of Contract.** It is hereby agreed between THE NOVI COMMUNITY SCHOOLS SCHOOL DISTRICT (hereinafter referred to as the "School District") and Steven Mathews (hereinafter referred to as the "Superintendent"), that the School District shall employ Steven Mathews as Superintendent of Schools for a period of three (3) years commencing on July 1, 2011, up to, and including, June 30, 2014. The Board of Education shall provide the Superintendent with a yearly written evaluation of his performance as Superintendent, as well as an informal evaluation during the course of each school year. On or before, April 1, 2014, and each April 1st thereafter, the Board will formally advise the Superintendent if the School District is not going to extend this Contract of Employment for an additional one year. In the event the Board fails to notify the Superintendent on or before April 1, 2014 or each April 1st thereafter, that it is not going to extend the contract, the contract shall automatically be extended in additional one (1) year incremental periods.

2. **Salary.** The Superintendent's 2011-2012 salary shall be One Hundred Eighty Five Thousand (\$185,000.00) Dollars. The Board of Education hereby retains the right to adjust the annual salary of the Superintendent effective July 1, 2012, and effective each July 1st thereafter, but the salary adjustment(s) shall not reduce the annual salary in effect for the preceding year of this Contract. Any adjustment in salary made during the life of this Contract shall be in the form of an amendment to this Contract.

The annual salary shall be paid in equal installments in accordance with the policy of the Board of Education governing payment to professional staff members in the School District.

3. **Representation.** The Superintendent shall devote his full time and energy to the performance of his duties in a timely, faithful, diligent, efficient and fiscally responsible manner. The Superintendent further warrants, represents and affirms to the School District:

- A. That he is fully qualified to serve as Superintendent of Schools and agrees to maintain such qualifications in accordance with the laws of the State of Michigan and the rules and regulations of the Department of Education;
- B. That he is competent to perform the duties for which he is hired, is possessed of the requisite skill and knowledge to enable him to do so, and that he will faithfully serve and be regardful of the interests of the School District;
- C. That he will perform all duties in accordance with law and with such care and skill as is necessary to prevent injury to the property, good will and interests of the School District; and

D. That he will not acquire any interests adverse to that of the School District.

4. **Termination.** Except as otherwise The School District may terminate this Agreement, without liability hereunder for salary and/or fringe benefits, for cause. Acts or omissions constituting cause shall include, but not be limited to, the following: if the Superintendent commits any act of moral turpitude or misconduct; in the event, in the view of the School Board, he is no longer qualified to serve as Superintendent of Schools or he has not acted in a manner in the best interest of the School District, or if he violates any of the terms or covenants of his Agreement. In the event the Superintendent elects to contest the Board's decision, the Superintendent may request arbitration. The decision resulting from the arbitration shall be binding on the Superintendent and the District and enforceable in any court of competent jurisdiction in this state. The scope of the arbitrator's review shall be limited to determining whether the Board of Education acted arbitrarily or capriciously in its determination to terminate the Superintendent's employment. An arbitrator shall be selected through mutual agreement of the respective parties. Failing agreement, either party may refer to the Detroit Regional Office of the American Arbitration Association for appointment of an arbitrator and processing under their Voluntary Labor Arbitration rules. The Superintendent and the District acknowledge and agree this paragraph precludes either party from filing covered claims in court and, therefore, waive any otherwise available right to trial by jury.

5. **Limitations of Actions.** The Superintendent and the District agree that any civil action or demand for arbitration must be filed no later than 180 calendar days from the date on which the claim or cause of action upon which the civil action or demand for arbitration is based 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.

6. **Tenure.** This Contract shall not be deemed to grant the Superintendent continuing tenure in the capacity of Superintendent of Schools or any other administrative position within the District. It is further understood that the failure of the Board of Education to reemploy the Superintendent at the conclusion of this Contract, in any capacity other than a classroom teacher, shall not be deemed a breach of this Contract or a discharge or demotion within the terms of the Michigan Teacher Tenure Act.

7. **Business Expenses.** The Superintendent shall be reimbursed for reasonable and necessary expenditures which are incurred in acting on the business of the School District. This includes a limited number of conferences and workshops held in the State of Michigan, attendance at which would not require an overnight stay. Superintendent may attend, at District expense, one national and one out of town in state conference each year. Additional conferences/workshops may be attended with prior Board approval. Such expenditures (if approved) will be reimbursed upon presentation 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 the regulations of the Internal Revenue Service.

8. **Indemnification.** The School District agrees to defend, indemnify, and hold the Superintendent harmless from and against all claims, suits, judgments, liabilities, costs and expenses arising from actions taken or decisions made in good faith within the scope of his employment while he is/was Superintendent. The Superintendent shall give the Board of

Education of the School District 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 to conduct the defense of any such claim or action. The Superintendent agrees to fully cooperate in the defense of any claim or action. This clause shall survive the expiration of this Contract.

9. **Benefits/Compensation.** In addition to the Superintendent's salary provided for in Paragraph 2 of this Contract, the School District shall provide the Superintendent with the following:

- A. Paid membership in national and state professional organizations appropriate to the Superintendent's position, as approved by the Board of Education.
- B. Health care insurance, if elected, with full family coverage, under the group policy provided the Novi Community Schools Administrator's Group, including dental care insurance and vision insurance.
- C. The Superintendent may enter into a salary reduction agreement to fund a tax-sheltered annuity under Section 403(b) of the Internal Revenue Code of 1954 in accordance with the policies of the School District.

All additional fringe benefits not specifically addressed in this Contract that are granted to all Novi Community Schools Administrators' Group members shall be granted the Superintendent. Failure of an insurance company to provide any of the benefits which they have contracted for, for any reason, shall not result in liability to the School District, nor shall such failure be considered a breach by the School District of any obligations it owes to the Superintendent.

10. **Medical Examination.** The Superintendent agrees to have an annual physical examination by a licensed physician, the cost to be paid by the School District and the results of said physical examination to be supplied to said Board and treated as confidential information. The Superintendent agrees to submit to such comprehensive medical and/or mental examinations by a District-appointed physician, hospital or clinic, when, in the Board of Education's judgment, such examination is necessary to determine if the Superintendent can perform the essential job duties of his position, or to determine reasonable accommodations necessary to permit him to perform the essential job duties, or when such examination is otherwise job-related and consistent with business necessity. The cost of the physical and/or mental examination shall be borne by the School District and the Superintendent shall sign such medical release forms, and other documents, which are necessary to permit the Board of Education to receive all of the medical records and physician reports of the physical and/or mental examinations for the purposes provided for in this paragraph.

11. **Evaluation.** The Superintendent shall be evaluated annually by the Board of Education and the evaluation shall be considered in open or closed session, as requested by the Superintendent, in accordance with the provisions of the Open Meetings Act. The Superintendent will also receive an informal evaluation during the course of each school year.

12. The School District and Superintendent shall fulfill all aspects of this Contract, any exceptions thereto being by mutual consent of the Board and the Superintendent.

13. The School District'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 breach by the Superintendent. No waiver shall be valid unless in writing and approved by the Board of Education of the School District.

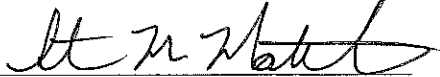
14. Any provision of this Agreement prohibited by the laws of the United States or the State of Michigan shall be ineffective to the extent of such prohibition only without invalidating the remaining provisions of this Agreement.

15. This Agreement contains the entire agreement of the parties hereto, and may not be altered, modified or rescinded by any prior contemporaneous statement or understanding of either such party, or any person on their behalf; this Agreement may be amended, modified, rescinded or otherwise altered during its term by written agreement signed by each of the parties hereto.

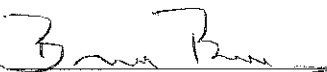
16. The School District agrees to reimburse Superintendent for proven moving expenses incurred in relocating his residence within school district boundaries, up to a maximum of two thousand (\$2,000) dollars.

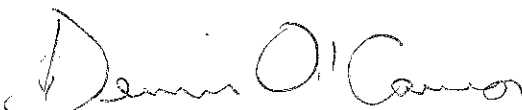
17. This Agreement is subject to approval by the School District's Board of Education.

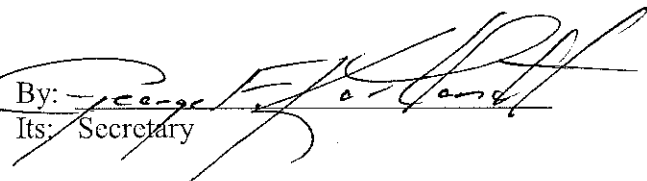
SUPERINTENDENT OF SCHOOLS

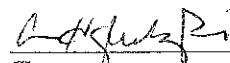
By: 

BOARD OF EDUCATION OF THE
SCHOOL DISTRICT OF THE NOVI
COMMUNITY SCHOOLS

By: 
Its: President

By: 
Its: Vice-President

By: 
Its: Secretary

By: 
Its: Treasurer