

WATERFORD SCHOOL DISTRICT
SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

THIS CONTRACT, is made and entered into in Waterford Township, Oakland County, Michigan, this 7th day of June, 2012 by and between the Waterford School District, a Michigan general powers school district (hereinafter the "School District"), and John Silveri, (hereinafter "Superintendent").

IT IS AGREED:

1. **EMPLOYMENT** - The School District hereby employs Superintendent and Superintendent agrees to work for the School District for a term commencing on July 1, 2012 and extending through June 30, 2015. Superintendent shall advise the Board of Education six (6) months in advance of his intention to terminate his employment within the term of this Contract as originally agreed to or as may be extended by later amendment. It is understood and agreed that Superintendent is employed in the capacity of Superintendent, as defined in the Michigan Revised School Code.

2. **DUTIES** - Superintendent agrees to serve the School District and perform the duties in his capacity as Superintendent as directed by the Board of Education for the School District and as required by the laws of the State of Michigan. Superintendent further agrees to obey and fulfill the bylaws, policies, rules and regulations as established by the Board of Education of the School District from time-to-time and to carry out its programs and policies during the entire term of this Contract.

3. **SALARY** – The School District shall pay the Superintendent a salary of \$160,000 per annum, payable in biweekly equal installments. Superintendent's salary shall be adjusted at

the same rate as other central office staff or as may be otherwise agreed by the Superintendent and the Board of Education.

4. **WORK YEAR** - Superintendent shall perform his duties over the full twelve (12) months of the School District's fiscal year (July 1 to June 30), less applicable vacation, leave and holidays. Superintendent shall be expected to attend meetings of the Board of Education and its committees and to attend and participate in School District functions or, on occasion, other civic activities having relation to the School District's interests within the community serviced by the School District. 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 attendances.

5. **QUALIFICATIONS** – The Superintendent shall possess and maintain throughout the term of this Contract all certification(s) and continuing education requirements required of a superintendent per the Michigan Revised School Code, or any successor statute thereto.

6. **TENURE** - It is expressly agreed that Superintendent shall not be deemed to be granted continuing tenure in his capacity as Superintendent or in any other administrative capacity by virtue of this Contract of Employment. Tenure may be obtained only in the capacity of a classroom teacher and consistent with the Teachers' Tenure Act.

7. **EVALUATION** - The Board of Education shall evaluate the Superintendent in writing before March 1 of each fiscal year, commencing in 2011. The evaluation shall be presented to and discussed with Superintendent by the President of the Board of Education. The

Board of Education and the Superintendent shall meet annually prior to the beginning of the school year to discuss and determine performance standards for said year. The evaluation shall address and be based upon the Superintendent's success or failure in regard to the performance standards adopted.

8. **CONFLICT OF INTEREST** - Superintendent shall faithfully serve the School District and be regardful of its interest during the term of this Contract, to the extent required by this Contract and by law. Superintendent shall not directly or indirectly acquire or otherwise possess any interest adverse to that of the School District. In the event that a question arises as to whether a given interest is in conflict with the interests of the School District, Superintendent shall make full disclosure of same to the Board of Education for its review and disposition, which disposition shall be controlling and complied with by Superintendent.

9. **OTHER WORK** - Superintendent may not undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations when such activities would in any manner impinge upon time and effort required to be exerted by Superintendent in the discharge of his responsibilities under this Contract, unless the Board of Education gives its prior consent to such activities.

10. **EXPENSES** - Superintendent is encouraged to attend and participate in appropriate professional activities and conferences at the local, state and national levels. Subject to approval in advance of such activity or conference by the President of the Board of Education, Superintendent shall be reimbursed, consistent with Board policy for the reasonable costs of long-distance travel and lodging in connection with such attendances and participations. Superintendent shall be reimbursed, consistent with Board policy for the reasonable costs

incurred in attending and participating in local professional activities and conferences as he may deem to be appropriate on behalf of the School District. Superintendent may be required to provide to the School District an itemized account and substantiation of the above reimbursed expenses in accordance with Board policy for federal and state income tax reporting purposes.

11. **MEMBERSHIP DUES** - Subject to the Board of Education's prior approval, the School District shall pay the cost of Superintendent's membership in educational, professional and local civic organizations.

12. **BOARD MEETINGS** - Among his other duties, Superintendent shall prepare the agenda for each Board of Education meeting in consultation with the President of the Board or the President's delegate and forward same to each member of the Board of Education, along with his recommendations and supporting documentation on each agenda item, sufficiently in advance of the meeting so that each member can assimilate such information prior to the meeting.

13. **DISABILITY** - Should Superintendent be unable to perform the duties and obligations of this Contract by reason of illness, accident or other causes, and such disability exists for a period of more than one hundred eighty (180) calendar days, the Board of Education, at its option, may terminate this Contract, whereupon the respective rights, duties and obligations of the parties shall thereby terminate. Likewise, if it becomes determinable within the one hundred eighty (180) calendar days that such disability is permanent, irreparable or of such nature as to make the continued performance of Superintendent's duties improbable, the Board, at its option, may forthwith terminate this Contract, whereupon the respective rights, duties and obligations of the parties shall thereby terminate. This provision shall not in any way derogate

from any long term disability benefits that apply by operation of other provisions of this Contract.

14. **RETIREMENT** - The School District shall assume full costs of the employer contributions to the Michigan Public School Employees Retirement System ("MPERS") on behalf of Superintendent, as may be required by law.

15. **AUTOMOBILE AND RELATED EXPENSES** - Superintendent shall be required to own or lease and operate an automobile for the purpose of traveling to the various school buildings and facilities of the School District, as well as to attend out-of-district conferences and meetings in the course of his duties. Superintendent shall be reimbursed for the use of his automobile at the rate of \$400 per pay period. Superintendent may be required to provide to the School District an itemized account and substantiation of the above reimbursed expenses in accordance with Board policy for federal income tax reporting purposes.

16. **VACATION, SICK LEAVE AND RELATED BENEFITS** - The Superintendent shall be annually entitled to twenty-five (25) days vacation. The payment for unused vacation on the part of the Superintendent will be made only upon the termination of this Contract and subject to the same provisions as current Board Policy 1500(F). The Superintendent shall be entitled to the same sick leave, medical, vision, dental insurance and long-term disability insurance as provided for the professional staff of the District.

17. **INSURANCE** - The School District shall provide Superintendent with the same insurance benefits as set forth in the fringe benefit provisions authorized to Central Office Administrators, as approved and modified from time-to-time by the Board of Education.

18. **LIABILITY INSURANCE** – The Superintendent shall be provided at School District expense, the same level of liability insurance coverage (basic and errors and omissions) as is, or may hereafter be provided to the Board of Education and its members in connection with the performance of his duties as Superintendent.

19. **INDEMNIFICATION** – To the extent permitted by law, the District will defend the Superintendent and indemnify and hold the Superintendent harmless from any and all claims, judgments, liabilities, costs and actual attorneys' fees, of a civil nature and not including criminal matters, arising from or relating to actions taken or decisions made in good faith and within the scope of his employment. The Superintendent shall give the Board notice of any claim for defense and indemnification promptly upon knowledge of any possible claim. The Board will have the right to appoint the attorney and conduct the defense of any such claim. If, in the opinion of the Board, the Superintendent fails to fully cooperate in the defense of any claim, then this paragraph of the Agreement shall become null and void. The paragraph survives the termination and expiration date of this contract.

20. **TAX SHELTERED ANNUITY/CONTRIBUTION** – The School District shall make an annual contribution equal to seven (7%) percent of his then current salary on behalf of the Superintendent to a tax sheltered annuity (“TSA”) plan of his choosing from the School District's approved list of TSA providers. If Superintendent's employment terminates prior to the end of a school fiscal year, the School District's annual contribution shall be pro-rated for that school fiscal year.

21. **TERMINATION OF CONTRACT** - In addition to any other rights the School District may have, by law or under this Contract, this Contract may be terminated at any time

during its term by the School District for acts of moral turpitude, misconduct or if Superintendent violates any of the substantive terms or covenants of this Contract. In such event, Superintendent shall be advised, in advance, of the Board of Education's intention to consider effecting such a midterm termination and provided an opportunity for a hearing in regard to the prospect of such termination, which hearing may be open to the public or closed, at Superintendent's option. In the event Superintendent elects to contest the Board of Education's disposition in regard to such termination following such hearing, he shall have the right, exclusive of any other rights or remedies available to him at common law or by statute, to request arbitration, the award arising out of which shall be binding on the School District and Superintendent and enforceable in any court of competent jurisdiction in this State. The scope of the arbitrator's review pursuant to this submission agreement shall be limited to determining whether the Board of Education acted arbitrarily and capriciously in its determination to terminate Superintendent's employment. The arbitrator shall be selected through the mutual cooperation between the representatives or counsel for the respective parties, failing agreement on which may be referred by either party to the Detroit Regional Office of the American Arbitration Association for appointment or an arbitrator and processing under their Voluntary Labor Arbitration Rules.

22. **NONRENEWAL OF CONTRACT** – As recited in Paragraph 1 herein, this Contract shall terminate on June 30, 2015 Superintendent acknowledges that he has no expectation of employment by the School District beyond that date. The decision whether to renew or not to renew the contractual relationship is solely within the discretion of the Board of Education for the School District and the process therefore is governed by Section 1229 of the Revised School Code. Superintendent shall inform the members of the Board of Education, in

writing, no later than February 1, 2015, of their opportunity to provide timely notice of non-renewal of this Contract.

23. **TOTALITY OF TERMS** - This Contract contains all of the terms agreed by the parties with respect to the subject matter of this Contract and supersedes all prior contracts, arrangements and communications between the parties concerning such subject matter, whether oral or written.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement the day and year first above written.

John Silveri
Superintendent of Schools

WATERFORD SCHOOL DISTRICT

By:

Joan Sutherland
President, Board of Education