

ALLEN PARK PUBLIC SCHOOLS
SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

THIS AGREEMENT, made this 26th day of June, 2006, and amended this 12th day of March, 2012, between ALLEN PARK PUBLIC SCHOOLS, a Michigan municipal corporation located in the County of Wayne, State of Michigan (hereinafter called the "School District") acting through its Board of Education, and (hereinafter called "Superintendent"), as follows:

1. **Employment Term.** The School District, hereby employs the Superintendent, and the Superintendent agrees to work for the School District for a term commencing on August 1, 2006, and ending on June 30, 2015, subject to all covenants and conditions of this contract. It is understood and agreed that the Superintendent is employed in the capacity of Superintendent, as defined in the Michigan Revised School Code.
2. **Duties.** The Superintendent agrees to serve the School District and perform duties as directed by the Board of Education for the School District and as required by the laws of the State of Michigan. Superintendent shall serve as Chief Executive Officer of the School District and shall have full managerial charge of the administration of the schools under the direction and governance of the Board of Education, including directing and assigning administrators, teachers and other employees of the School District. He shall also be responsible for the instructional and business affairs of the School District and shall recommend to the Board of Education all personnel for employment. He shall also, from time to time, recommend to the Board of Education policies, regulations, rules and procedures deemed necessary for the best interest of the School District and in general perform all duties incident to the office of the Superintendent in a manner which best serves the School District's interests. The Superintendent further agrees to adhere to and fulfill the policies, rules and regulations as established and amended from time to time by the Board of Education of the School District and to carry out its programs and policies during the entire term of this contract. The Superintendent shall possess and maintain, throughout the life of this contract, the educational qualifications required by Section 1246 of the Revised School Code.

3. **Salary.** The School District shall pay the Superintendent a salary of One Hundred Thirty Thousand 00/100 Dollars (\$130,000.00). This salary amount will be adjusted on a pro-rata basis during any contract year in which the Superintendent is employed for less than twelve (12) calendar months. The Board of Education hereby has the right to adjust the annual salary of the Superintendent during the term of this contract, said salary adjustment not to reduce the annual salary below the figure stated herein. Any adjustment in salary made during the life of this contract shall be in the form of an amendment signed by both parties which shall be incorporated as part of this contract. Superintendent agrees to devote his time, skill, labor and attention to this employment, and to perform faithfully the duties of the Superintendent for this School District, as directed by the Board of Education or as otherwise required by law or the dictates of prudent judgment as an educator and administrator. The above annual salary shall be paid in equal installments in accordance with the policy of the Board of Education governing payment of other certified administrative personnel employed by the School District.
4. **Work Year.** The Superintendent shall perform his duties over the full 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 or, on occasion, other civic activities having relation to the School District's interests within the Allen Park 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 attendances.
5. **Insurance Benefits.** The School District shall provide the Superintendent the same insurance benefits as presently provided to other certified administrative personnel employed by the School District except that the Superintendent shall be entitled to group term life insurance coverage of One Hundred Thousand 00/100 Dollars (\$100,000.00). The Superintendent acknowledges that, subject to the exception of group term life insurance coverage, these insurance benefits may be modified or changed, from time to time, as contracts with other

certified administrators may be changed and, in so doing, will change his insurance benefits. It is, moreover, acknowledged by the Superintendent that such potential modifications or changes may reduce the level of benefits which the insurance policy in force at the time this contract is entered will afford to him.

6. **Automobile Allowance.** The Superintendent shall be required to own or lease, insure and operate an automobile for the purposes of traveling to the various school buildings and facilities, as well as to attend out-of-district conferences and meetings in the course of his duties. All expenses associated with said automobile shall be incurred at the Superintendent's sole expense.
7. **Expense Reimbursement.** Within the constraints of the budget for the School District as set forth within the appropriate budgetary line item, the School District shall pay or reimburse Superintendent for reasonable, necessary and customary expenses incurred by Superintendent in the continuing performance of his duties under this contract, upon presentation of itemized receipts.
8. **Leave.** The Superintendent shall be provided such fully compensated leave days for sickness/accident, personal business and bereavement as are available to other certified administrators employed by the School District.
9. **Vacation.** The Superintendent shall receive 20 days of vacation annually, exclusive of legal holidays.
10. **Evaluation.** The evaluation process shall commence with the Superintendent preparing a proposed set of goals and objectives at the commencement of each school year for his services as Superintendent during that school year. For the initial year of employment, the Superintendent shall provide his proposed set of goals and objectives in writing to the Board of Education members within 60 days after commencing employment, October 1, 2006, and by July 1 of each school year thereafter. The Board shall thereafter meet with the Superintendent to discuss and negotiate the goals and objectives for his services as Superintendent during the subject school year. The Board shall thereafter act to establish the goals and objectives for the subject school year after giving due consideration to those

proposed by the Superintendent. The Board action establishing the Superintendent's goals and objectives shall occur by November 1, 2006, for the initial year of employment and by September 1 of each school year thereafter. The Superintendent's services shall be evaluated by the Board of Education before March 30 of each year of employment for the previous calendar year and shall consist in principle part of consideration of whether the Superintendent has achieved the previously established goals and objectives.

11. **Tenure Exclusion.** It is expressly agreed that the Superintendent shall not be deemed to be granted continuing tenure in his capacity as Superintendent or in any administrative capacity by virtue of this contract of employment.
12. **Conflict of Interest.** The Superintendent shall faithfully serve the School District and be regardful of its interest during the term of this contract, and thereafter to the extent required by this contract and by law. The Superintendent will 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 interest of the School District, the Superintendent shall make full disclosure of same to the Board of Education for their review and disposition, which disposition shall be controlling and complied with by the Superintendent.
13. **Outside Work.** The 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 the Superintendent in the discharge of his responsibilities under this contract, unless the Board of Education gives its prior consent to such activities.
14. **Conferences.** The Superintendent is encouraged to attend and participate in appropriate professional activities and conferences at the local, state, and national levels. Within the constraints of the budget for the School District as set forth within the appropriate budgetary line item, and as approved in advance by the Board of Education, the Superintendent is entitled to be reimbursed for the reasonable costs in connection with such attendance(s) and participation(s).

15. **Membership in Professional Organizations.** Within the constraints of the budget for the School District as set forth within the appropriate budgetary line item and subject to the Board of Education's prior approval, the School District shall pay the cost of the Superintendent's membership in educational, professional and local civic organizations.
16. **Medical Examination.** As directed by the Board of Education during the term of this contract, the Superintendent shall have a comprehensive medical examination, the costs for which shall be paid by the School District. A copy of the report from the examination or a correspondence from the physician certifying the fitness of the Superintendent shall be provided to the President of the Board as soon as it is available following the examination. The Board reserves the right to direct the Superintendent to an examining physician of its choosing for a medical examination and report if, in its judgment, there are circumstances which warrant a verification of either the physical or psychological competence of the Superintendent. The reports from both the annual examination and the latter examination may be shared by the President of the Board of Education with the other trustees but shall otherwise be maintained in confidence.
17. **Professional Liability Indemnification Insurance.** The School District shall defend, hold harmless and indemnify the Superintendent from any and all claims, demands, suits, actions and legal proceedings brought against the Superintendent which arise out of the performance of his duties under this contract, except those claims, demands, suits, actions, legal proceedings and claims resulting from Superintendent's gross negligence, intentional acts or criminal actions and except any circumstances wherein the Superintendent is in an adversarial relationship to the School District, such as, for example, where a contractual dispute exists between the School District and the Superintendent. In discharge of this responsibility, the School District may purchase a liability insurance policy providing customary insurance coverage for such risks.
18. **Board Meetings.** Among other duties, the Superintendent shall prepare the agendas for each Board of Education meeting in consultation with the President of the Board or his delegate, and forward same to each member of the Board, along with his recommendations and

supporting documentation on each agenda item, sufficiently in advance of the meeting so that each board member can assimilate such information prior to the meeting.

19. **Termination upon Disability.** Should the 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 90 calendar days, the Board of Education, at its option, may terminate this contract, whereupon the respective rights, duties and obligations of the parties hereunder shall thereby terminate. Likewise, if it is immediately determinable that such disability is permanent, irreparable, or of such nature as to make the continued performance of the Superintendent's duties improbable, the Board of Education, at its option, may forthwith terminate this contract, whereupon the respective rights, duties and obligations of the parties hereunder shall thereby terminate. This provision shall not in any way derogate from the disability benefits that apply by operation of paragraph 20 of this contract.

20. **Benefits upon Disability.** In the event that, during the term of this contract, the Superintendent were to contract an illness/sickness or suffer an injury as a result of an accident such that he was disabled from continuing his duties as Superintendent (and regardless of whether the Superintendent's employment has been terminated under paragraph 19 above), the Superintendent shall first exhaust his accumulated leave days provided pursuant to paragraph 8 of this Contract. Thereafter the disability insurance coverage provided to the Superintendent pursuant to paragraph 5 of this contract shall apply, subject to whatever limitations on coverage are applicable under the policy which is in force at the time of the disability occurring. The School District shall have no liability whatever for compensation or salary continuation benefits in the event of a disability occurring beyond the leave provisions of paragraph 8 of this contract.

21. **Retirement.**

a.) **Michigan Public Schools Employees' Retirement System.** In addition to the salary provided in paragraph 3, the District shall pay to the Michigan Public School Employees' Retirement System ("MPERS") the required employer contributions

for the Superintendent as defined by and in accordance with Act No. 244 of Public Acts of 1974, as amended.

b.) Superintendent's Tax Sheltered Annuity Contribution. The Superintendent is entitled to elect to contribute a portion of the salary provided to him under paragraph 3 above for the purchase of a tax sheltered annuity. In no event shall the amount of said contribution exceed the applicable tax deferral limitation under the Internal Revenue Code or other applicable statute.

22. Reassignment and Mid-Term Termination. The Board of Education retains the right to reassign the Superintendent during the term of this contract, provided the salary provided for in paragraph 3 herein is not reduced. Further, in addition to any other rights the School District or Board of Education may have by operation of law or under this contract, this contract may be terminated at any time during its term by the Board of Education for acts of moral turpitude, misconduct or if the Superintendent violates any other terms or covenants of this contract. In such event, the Superintendent shall be advised in writing, in advance, of the Board of Education's intention to consider effecting such a mid-term termination and provided with an opportunity for a hearing in regard to the prospect of such termination, which hearing may be open to the public or closed, at the Superintendent's election. The Superintendent may have legal counsel present at his own expense. Should the employee not be satisfied with the Board of Education's decision following such hearing, the Superintendent may elect to appeal such decision to arbitration in writing, with a copy to the Board of Education President, within ten (10) calendar days. The Arbitrator will be selected and conduct the hearing in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The scope of the Arbitrator's review shall be limited solely to determining whether the Board of Education acted with just cause in its decision to terminate the Superintendent's employment. The Arbitrator's decision shall be final and binding on the parties. Judgment upon the award rendered by the Arbitrator may be entered in any court of competent jurisdiction.

23. **Renewal/Non-Renewal.** As recited in paragraph 1 herein, this contract shall terminate on June 30, 2015. 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. However, in the event that the Board of Education shall decide not to renew this contract, prior written notice of nonrenewal shall be given to the Superintendent at least 90 days before the termination date of this contract or as otherwise in conformance with Section 1229 of the Michigan Revised School Code, as amended. The Superintendent shall inform the members of the Board of Education, not later than January 31, 2015, of their obligations with respect to renewal/extension/termination of this contract.
24. **Mandatory Arbitration.** In addition to the provisions set forth within paragraph 22 herein, the Superintendent agrees to settle any and all claims, disputes, or controversies arising out of or relating to his application or candidacy for employment, employment and/or cessation of employment with the School District, exclusively by final and binding arbitration before a neutral arbitrator. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question arose where the party asserting the claim should reasonably have been aware of the same. Judgment upon the award rendered by the Arbitrator may be entered in any court of competent jurisdiction. Any dispute will be processed in accordance with the American Arbitration Association's rules and procedures for Voluntary Labor Arbitration and/or Employment Alternative Dispute Resolution. By way of example only, such claims include claims under federal, state, and local statutory or common law, such as the Elliot-Larsen Civil Rights Act, MCL 37.2101 *et seq.*, the Older Workers Benefit Protection Act of 1990, the Persons with Disabilities Act, MCL 37.1101 *et seq.*, the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, as amended, including the amendments of the Civil Rights Act of 1991, the Americans with Disabilities Act, the law of contract and the law of tort. This agreement does not restrict the Superintendent from filing a claim or charge with any state, federal or governmental agency. The Superintendent understands that his agreement to participate in mandatory arbitration of employment disputes is a condition for his continued employment with the School District.

25. **Superseding Prior Contracts.** This contract contains all of the terms agreed by the parties with respect to the subject matter of this contract and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter, whether oral or written.
26. **Saving Clause.** If any provision or segment of this contract shall be determined by a court of competent jurisdiction to be unlawful and/or unenforceable, then such provision or segment shall be deemed to be severed from the remainder of the contract and the contract shall otherwise be in full force and effect.

Superintendent of Schools

Allen Park Public Schools

Frank Liberati, Board President

Gordon Miller, Board Secretary

*Addendum A
To The
Allen Park Public Schools
Superintendent's Contract of Employment*

MEDICAL CARE BENEFIT

A medical plan comparable to Full Family MESSA Choices II benefit levels with an annual deductible of \$100/\$200, a prescription drug co-payment of \$10/\$20, and a \$10 office visit co-payment. A medical plan comparable to Full Family MESSA Super Care I benefit levels with an annual deductible of \$100/\$200 and a prescription drug co-payment of \$5/\$10 is available with a personal contribution for the difference in the premium cost of the two plans.

DENTAL CARE BENEFIT

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| Type I | Preventative Services Percentage 80% Lifetime Deductible N-A |
| Type II | Restorative and Replacement Services (e.g., Crowns) Percentage 80% Annual Deductible N-A |
| Type III | Orthodontia Services Percentage60% Annual DeductibleN-A |

Plan Maximums

Type I and II Services:
Maximum Annual Benefit per Covered Member \$1,000.00

Type III services:
Maximum Annual Benefit per Covered Member \$1,500.00

VISION CARE BENEFIT

Full Family coverage MESSA VSP-3 Plus Vision Care Plan or comparable plan.

SHORT-TERM DISABILITY BENEFIT

Payable at 70% of the base salary for a period of 63 weeks after accumulated leave days have been exhausted.

LONG-TERM DISABILITY BENEFIT

Payable at 66-2/3% of the base salary until age 65; 441 days after date of disability.

ALLEN PARK PUBLIC SCHOOLS
Allen Park, Michigan

ADDENDUM TO CONTRACT OF EMPLOYMENT

Superintendent of Schools

It is hereby agreed by and between the Board of Education of the Allen Park School District (hereinafter referred to as the "Board") and (hereinafter referred to as the "Superintendent") that the Contract of Employment between them which covers the period commencing July 1, 2012 and ending June 30, 2015, is hereby amended as described in this Addendum to Contract of Employment:

1. Effective July 1, 2012 Superintendent's annual salary shall be increased by Ten Thousand (\$10,000.00) Dollars to One Hundred Forty Thousand (\$140,000) Dollars.

The increased compensation is related to the specific and additional responsibilities listed in paragraph 2, not currently part of the Superintendent's regular duties.

2. Superintendent will assume all responsibilities associated with negotiating and bargaining with all of the bargaining units and groups. If the Board of Education deems the Superintendent is no longer responsible for the aforementioned responsibilities, Superintendent will forego the additional Ten Thousand (\$10,000.00) Dollars of increased compensation. The reduction in compensation will be made on a pro rata basis in the year in which responsibilities ceased.
3. The parties to this Addendum to Contract of Employment acknowledge that the assumption of additional responsibilities is based upon the departure of a central office administrator resulting in the disbursement of the responsibilities of that administrator to other employees and that disbursing the responsibilities, rather than hiring a replacement for the departing administrator, provides financial savings and improvement to the Allen Park School District.

ALLEN PARK SCHOOL DISTRICT

Dated: _____, 2012

By: _____

Its: Board President

SUPERINTENDENT

Dated: _____, 2012
