

SUPERINTENDENT'S EMPLOYMENT AGREEMENT

The Board of Education of the Grosse Pointe Public School System ("Board") agrees to employ Thomas R. Harwood ("Harwood" or "Superintendent") as the Superintendent of Schools for the Grosse Pointe Public School System ("School District" or "District"), and the Superintendent agrees to serve the Board and the District in that capacity, according to the following terms and conditions:

1. **Term.** Mr. Harwood is currently employed by the District as its Assistant Superintendent for Human Resources and Labor Relations. He will continue serving in that position under the current terms of employment and compensation through December 31, 2011. Effective January 1, 2012, the District shall employ Mr. Harwood as its Superintendent of Schools, and such employment shall continue under the terms of this agreement through June 30, 2014. Should the Board of Education of the School District desire not to renew this Agreement, the Board will give the Superintendent notice of its decision at least 90 days before the expiration date; otherwise, this Agreement will automatically renew for one more year. It is understood and agreed that should the Dr. C. Suzanne Klein vacate the District's superintendent position before December 31, 2011, then Harwood would immediately assume the superintendent position under the terms of this agreement.

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 in another capacity, will not be considered a breach of this Agreement.

3. **Qualifications.** The Superintendent represents and warrants that he 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 is engaged to perform the duties and responsibilities of superintendent of schools as prescribed by the Board of Education pursuant to the Revised School Code, and as may be established, modified or amended from time to time by the Board. The Superintendent acknowledges the ultimate authority of the Board with respect to his assignment and duties, and agrees to faithfully perform the duties and responsibilities assigned by the Board. Further, the Superintendent shall comply with and fulfill all duties and responsibilities required by state and federal law and regulations and carry out the educational programs and policies of the School District for which he is responsible during the term of this agreement. The Superintendent shall devote his talents, skills, efforts and abilities to the competent and proficient fulfillment of all duties and responsibilities of the position assigned. The Superintendent will not withhold from the Board, and will promptly report to the Board, facts or information which affect or are relevant to the business of the School District. The Board collectively and individually shall refer promptly all criticism, complaints and suggestions called to their attention to the Superintendent for study and recommendation.

5. Salary and Other Remuneration.

A) Salary: The Superintendent's annual salary beginning January 1, 2012, will be \$174,802 (One Hundred Seventy Four Thousand Eight Hundred and Two Dollars), pro-rated for the number of weeks actually worked, payable in equal installments over the course of the school year. Consistent with the requirements of Race-to-the-Top and other applicable legislation, the Board and Superintendent shall also establish criteria for job performance and job accomplishments as a significant factor in determining compensation and additional compensation for subsequent years in accordance with guidelines promulgated by the Michigan Department of Education that may be applicable.

B) Negotiated Annual Increase in Base Salary: At least thirty (30) days prior to July 1, 2012, and at least thirty (30) days prior to July 1 of each year thereafter during the existence of this Agreement or any extension thereof, the parties will negotiate regarding salary and benefits for Superintendent for the following school year. In the absence of mutual agreement on a salary and benefits increase, the Superintendent's salary and benefits and the term of the Agreement shall remain unchanged.

C) Method of Payment: The Superintendent's compensation under this paragraph shall be paid biweekly, subject to deductions for withholding taxes, other deductions required by law and other amounts authorized by the Superintendent, with the approval of the Board of Education or its designee.

D) Merit Pay: Consistent with the requirements of Race-to-the-Top and other applicable legislation, the Superintendent shall be eligible for a merit pay bonus of up to \$3,500 for each year of the contract (pro-rated for the number of weeks actually worked), which shall be paid in June or July. The criteria for such merit pay bonus shall be by mutual agreement and in accordance with any guidelines that may be promulgated by the Michigan Department of Education.

E) Vacation and Holidays: The Superintendent shall be granted twenty-five (25) duty days of vacation during each school year (pro-rated for the number of weeks actually worked), without loss of salary, to be taken at such times as are commensurate with the responsibilities of the position for which he is employed. Vacation days are to be used in the year earned; however, up to five unused vacation days may be carried over to be used in the next school year. Records as to vacation days taken shall be maintained in the Department of Personnel of the District. Holidays shall be the same as provided to other central office administrators.

6. Fringe Benefits. The District will provide the Superintendent the following fringe benefits:

A) Group life insurance, long-term disability coverage, health coverage, dental coverage and vision coverage in an amount equal to the amount he would receive if he

were covered under the Central Administrators' Agreement then in effect, with the understanding that he will contribute toward the cost of such insurances on the same basis as provided in the Central Administrators' Agreement or as otherwise required by law.

B) Paid sick leave benefits up to 120 days per year.

C) Non-contributory Plan payments to the Michigan Public School Employees Retirement System, to the extent required by law.

The right to paid leaves of absence (other than sick leave) without prior approval of Board, or to any form of severance, termination or death benefits from the District, is specifically denied.

7. Disability. The Superintendent shall be granted up to 120 (one hundred twenty) days of sick leave for personal illness or disability per year as noted above. Such income protection benefit shall not apply at such time that the Superintendent qualifies for long-term disability insurance benefits provided under this agreement. The Superintendent shall furnish medical certification to the Board regarding the necessity for the disability leave. If the Board has reason to doubt the validity of the medical certification supplied by the Superintendent, it may require a second opinion, at Board expense. After taking such disability leave, the Superintendent shall provide the Board a certification that he is fit for duty from the Superintendent's health care provider. A second opinion may be required by the Board, at its expense, unless such a second opinion in this context is precluded by the Family and Medical Leave Act. Should the Superintendent be unable to perform any or all of his duties by reason of illness, accident or other cause beyond his control, and if the disability continues for more than 90 work days during any school year, or if it is permanent, irreparable or of such a nature as to make the performance of the Superintendent's duties impossible, the Board may, in its discretion, terminate this agreement, and all the duties, rights and obligations of both parties shall end.

8. Expenses. The District will reimburse the Superintendent for reasonable and necessary expenses incurred on District business upon his presentation of itemized expense statements. The District shall reimburse the Superintendent for the cost of the use of his personal automobile in the performance of his duties and responsibilities under this Agreement at the fixed sum of \$500 (Five Hundred Dollars) per month.

9. Other Work and Interests. The Superintendent may not accept other employment or work, or acquire interests, that may be adverse to or otherwise interfere with his/her ability to execute his duties under this Agreement, except with prior notice to and approval by the Board.

10. Professional Development. The District will pay, or reimburse the Superintendent, for reasonable and appropriate professional organizations and activities, such as professional conventions, meetings and conferences, for which he has obtained Board approval.

11. Evaluation. The Board shall engage in a systematic evaluation of the Superintendent's performance annually and in accordance with Board policy and the law.

12. Indemnification. The District will defend and indemnify the Superintendent in the event he becomes a party or is threatened to be made a party to any threatened or pending civil action for acts or omissions within the scope of his employment as Superintendent of Schools. The Superintendent will immediately notify the Board and the District of any request for defense or indemnification. The Board and the District have the right to conduct the defense of any civil action for which the Superintendent requests defense or indemnification and the Superintendent will fully cooperate with the Board and the District in such defense. This paragraph survives the expiration of this Agreement.

13. Termination. The Superintendent may terminate this Agreement during its term by providing the Board with at least 60 days advance notice. The Board or the District may terminate this Agreement without further obligation or liability to the Superintendent for salary, remuneration or fringe benefits, if the Superintendent commits acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, and/or incompetence; if the Superintendent materially breaches the terms and conditions of the Agreement; and/or if the Superintendent commits acts otherwise constituting just cause for discharge. "Just cause" shall specifically include, but not be limited to, conviction for offenses involving impairment or illegal possession related to drugs or alcohol. The "just-cause" standard for termination of this Agreement during its term shall not apply to non-renewal of this Agreement at any interval at which the Board is required to take action to renew or not renew it, which decision is discretionary with the Board of Education, or upon final expiration of the term of the Agreement. The "just-cause" standard in this agreement shall be construed to be the same standard as required under applicable law (i.e., if an applicable statute provides that the standard for involuntary termination should be "arbitrary and capricious", then that standard shall apply). This agreement can also be terminated by an emergency manager appointed under the Local Government and School District Fiscal Accountability Act, 2011 PA 4, MCL 141.1501 to 141.153, as provided in such Act.

14. Arbitration. The Superintendent and the District agree that any and all claims arising from, or relating to, the Superintendent's employment with the District or this Agreement will be subject to final and binding arbitration according to the American Arbitration Association's National Rules for the Resolution of Employment Disputes. The Superintendent and the District also agree that a judgment on the award of the arbitrator(s) may be entered in any court of competent jurisdiction. The Superintendent and the District acknowledge and agree this paragraph of this Agreement precludes either from filing covered claims in court and, therefore, waive any otherwise available right to trial by jury.

15. 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.

16. 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.

17. 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.

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

Thomas R. Harwood
Thomas R. Harwood

Dated: 9/27/2011

GROSSE POINTE PUBLIC SCHOOL SYSTEM

By: John Steininger
John Steininger, Board President

Dated: 9/16/11

By: Judy Gafa
Judy Gafa, Board Secretary

Dated: 9/20/11