

## EMPLOYMENT AGREEMENT

Agreement made this 19th day of October, 2015 between the Hamtramck Public Schools, School District (hereinafter referred to as the "School District") and Thomas Niczay (hereinafter referred to as the "Superintendent")

The School District and the Superintendent agrees as follows:

1. The School District hereby hires the Superintendent to serve as the Superintendent of Schools for the term beginning on October 19, 2015, and terminating on October 19, 2018; unless the termination date is extended in conformity with M.C.L. Section 380.1229. The School District agrees that it will give any notice required by M. C. L. Section 380.1229 by no later than June 30 of the contract expiration year.
2. The Superintendent agrees that under terms of this contract, he is denied continuing tenure in his capacity in his capacity as the Superintendent of the School District and he shall not acquire tenure in such position.
3. For services rendered by the Superintendent hereunder, the School District Shall pay him an annual salary in the amount of One Hundred Seventeen Thousand, Five Hundred Sixteen Dollars and 82 Cents \$117,516.82 payable in equal installments every two weeks.
4. The Superintendent shall be reimbursed for reasonable expenditures of travel, meals, entertainment, professional association dues, automobile expenses, conferences and workshops held in the State of Michigan and national conferences approved by the President of the Board of Education, which expenditures are incurred in acting on the business of the School District. Such expenditures will be reimbursed upon presentation by the Superintendent of an itemized and detailed accounting of such expenditures and receipts relating thereto in the form customarily required by the School District and in conformity with the applicable rules and regulations of the Internal Revenue Services. The Superintendent, the Board and the District intend that all items of remuneration listed in this paragraph will be treated as "compensation" under the Michigan Public Schools Retirement Act and will be included in the Superintendent's Final average Compensation. To effectuate that intent, the Board and the District will provide the Superintendent with legal counsel, or reimburse the Superintendent's reasonable legal expenses, in the event any such item of remuneration is not so treated and the Superintendent chooses to challenge that decision, administratively, in court or by appeal.
5. The Superintendent shall receive, during the term of this agreement, fringe

benefits that are offered to administrators presently employed in the District including, but not limited to calendar, health, dental, vision, LTD, term life insurance, longevity pay, 20 vacation days, and 15 annual leave days per year.

6. 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. 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 claim or action against him. The Board of Education shall have the right to appoint the attorney and conduct the defense of any such claim or action.. Provided, however, if the Superintendent fails to fully cooperate in the defense of any claim or actions, then this provision of defense, indemnity and save harmless shall become null and void.

This indemnity and hold harmless provision shall survive the expiration of this Employment Agreement.

7. The Superintendent may 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.
8. The Superintendent shall perform the duties of the Chief Administrative Officer of the School District, including the duties proscribed by Board policy and in the School Code of 1976, and such other assigned duties as may be established by the Board of Education, and he agrees to obey, fulfill and abide by all the rules, regulations, policies and decisions of the Board of Education.

As the Chief Administrative Officer, the Superintendent may organize, reorganize or arrange the departments within the School District, including the assignments/reassignments of administrative and supervisory staff which, in his judgment, best serves the School District and/or provides increased efficiency of the operation. The actions of the Superintendent, however, shall not contravene the policies or directives of the Board of Education.

9. The Superintendent will perform his duties in a timely, faithful, diligent, efficient and fiscally responsible manner. The Superintendent further warrants, represents and affirms to the School District.
  - A. The Superintendent of Schools agrees to maintain his certification 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 the law and with such care and skill as is necessary to prevent injury to the property, good will and interests of the School District.
10. The School District may terminate this agreement, without liability hereunder, for salary and/or fringe benefits, for just cause. Acts or omissions constituting just cause shall include, but not be limited to, the following: if the Superintendent commits any act of material and intentional misconduct; if he violates any of the material terms or covenants of this Agreement; or if he is physically or mentally disabled. Disabled shall mean the Superintendent's inability to perform the essential job duties and functions of his position, with or without reasonable accommodation, for aggregate of twelve (12) months during the term of this Agreement.
  11. 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.
  12. 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 provision only without invalidating the remaining provisions of this Agreement.
  13. 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, notified, rescinded or otherwise altered during its term only by an express written "Modification", denominated as such, and signed by each of the parties hereto.

**In witness Whereof**, the parties hereto have executed this Agreement the day and Year first written above,

*Margaret Lemmi Srodek*  
 \_\_\_\_\_  
 Witness                      Date                      *October 14, 2015*

*Thomas Niczay*  
 \_\_\_\_\_  
 Thomas Niczay      Date                      *10-15-15*

HAMTRAMCK PUBLIC SCHOOLS  
 SCHOOL DISTRICT

BY \_\_\_\_\_  
ITS \_\_\_\_\_