

## **EMPLOYMENT AGREEMENT**

(Amended by Board resolution on May 14, 2012, to extend contract through June 15, 2015)

This Agreement made in the Township of Redford, State of Michigan, on the 10<sup>th</sup> day of January, 2011, by and between Brian Galdes (hereinafter called "Superintendent") and the Board of Education of the South Redford School District, Wayne County, Michigan (hereinafter called "Board").

### **WITNESSETH:**

**WHEREAS**, the Board desires to employ the Superintendent and the Superintendent desires to be employed by the Board in such capacity,

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth, the Board hereby agrees as follows:

1. To engage and employ Brian Galdes as Superintendent of Schools for the South Redford School District for the period September 13, 2010, through June 30, 2015. This Employment Agreement shall be effective September 13, 2010, through June 30, 2015, and may be extended or renewed only by written agreement of the parties. In the event the Board determines not to renew or extend this Employment Agreement, then written notice of non-renewal of this Employment Agreement must be provided to the Superintendent no later than March 31 of each year. If such written notice of non-renewal is not provided on or before March 31 of each year, then this Employment Agreement shall be extended for an additional 1-year period consistent with public Act 183 of 1979.

2. To pay the Superintendent at the rate of \$138,500.00 per annum in accordance with the provisions governing payment of salaries to other administrative staff members of the School District. This rate of salary shall be effective September 13, 2010, for the period September 13, 2010, through June 30, 2011, and shall be effective for each fiscal year thereafter (through June 30, 2015) unless changed by mutual written agreement of the parties or by vote of the Board at a public meeting.
3. To pay the Superintendent \$2,500.00 for longevity pay.
4. To permit the Superintendent to take twenty-five (25) days vacation annually without loss of pay. The Superintendent may bank up to ten (10) days of unused vacation per year to be paid out within seven (7) months of the termination of this contract. The Superintendent may accumulate a maximum of 60 days in the vacation bank.
5. To provide the Superintendent with life insurance in the face amount of two and one-half (2-1/2) times annual salary under the Group Life Insurance Plan of the South Redford School District.
6. To pay into the Michigan Public School Employee's Retirement System (herein "System") the percentage contribution which the School District is mandated by law to pay on behalf of its employees who are member participants in the System.
7. To pay the premiums for the Superintendent's insurance coverage provided by the Michigan Education Special Services Association-Pak Program as follows: Group Hospital-Medical-Surgical, Dental, Vision, and Life; and the Long-Term Disability Master Policy issued by Symetra Financial currently in effect, or under substantially identical policies which apply to other administrators of the School District. The Superintendent shall also be eligible to receive the same sick leave benefits which are

available to other administrators employed by the School District. If the Superintendent elects not to enroll in the hospitalization Pak described in paragraph 6, he is eligible for a stipend in the amount of \$4,000.00 per year. The Superintendent may elect to change from the stipend arrangement to hospital/medical insurance coverage or from hospital/medical insurance coverage to a stipend arrangement by reason of change in family status including change in marital status, change in spouse's employment status, change in number of dependents, or loss of spouse's medical coverage.

8. To pay the Superintendent's association dues for membership in the American Association of School Administrators and the Michigan Association of School Administrators and other appropriate professional organizations as approved by the Board of Education.

9. To pay Superintendent a monthly transportation/cell phone allowance in the amount of \$275.00 (i.e. \$3,300.00 per annum).

10. In addition to the aforementioned benefits, the contents identified in the Administrative Compensation Plan inclusive of Fringe/Retirement Benefits, severance pay and early retirement plans adopted by the Board of Education on October 3, 1994, are hereby incorporated into this Employment Agreement.

11. The Board shall indemnify and defend the Superintendent in the event he becomes a party or is threatened to be named a party in any civil suit for acts or omissions occurring while in the course of his employment and while acting within the scope of his authority as the Superintendent. Whenever a judgment for damages is awarded against the Superintendent as a result of a civil action for personal injuries or property damage caused by the Superintendent while in the course of his employment

and while acting within the scope of his authority, the Board shall pay, settle, or compromise the judgment and pay all expenses related to the litigation, including reasonable attorney fees of Board-selected counsel. The Board represents that it currently maintains both a general liability (errors and omissions) insurance policy and a legal liability insurance policy which covers the Superintendent, subject to the terms, exclusions, and limits of those policies. The terms, exclusions and limits of such coverage are subject to modification from time to time at the discretion of the Board. The aforementioned shall cover the Superintendent after he retires for any acts or omission occurring while in the course of his employment and while acting within the scope of his authority as Superintendent.

**The Superintendent agrees and contracts as follows:**

1. To furnish, as long as this contract is in force, a valid and appropriate certificate qualifying him to act as Superintendent of the South Redford School District and written verification that he has satisfied continuing education requirements established by the State of Michigan Board of Education as mandated by M.C.L. 380.1246,
2. To pay a ten percent co-pay of health insurance premiums provided by the Board through a Section 125 account.
3. To devote his full time, skill, labor and attention to his employment with the Board during the term of this contract.
4. To faithfully, diligently and competently perform his duties and obligations as Superintendent of the South Redford School District; to act as advisor to the Board on all matters pertaining to school administration or to the School District

generally; to implement the policies and programs of the Board of Education as announced or adopted from time to time; and, in general, to perform all of the duties and obligations pertaining to the office of Superintendent pursuant to Michigan law and as directed from time to time by the Board.

**Both parties further agree and contract as follows:**

1. The annual salary to be paid hereunder will be reviewed by the parties for each year; however, the Board shall not be obligated to increase the Superintendent's annual salary paid pursuant to this Employment Agreement. In addition, the Board shall evaluate the Superintendent at least once annually. The evaluation process to be used will be established by the Board of Education with input from the Superintendent.

2. The Superintendent shall not be deemed to be granted continuing tenure in such capacity under the terms of the Michigan Teachers' Tenure Act by virtue of this Employment Agreement or for any other reason whatsoever.

3. The District retains ownership of intellectual property.

4. This Employment Agreement may be terminated by the Board of Education at any time during its term in the event of Superintendent's death, retirement or voluntary resignation of employment. The Board also retains the right to terminate this Agreement and Superintendent's employment with the School District at any time during the term of this Employment Agreement or any extension thereof for just cause. For purposes of this Employment Agreement, termination for just cause shall mean: (a) the Superintendent engaging in misconduct or a violation of Board of Education written policies which violation results in a material adverse effect on the School District or its operations; (b) gross negligence, material breach of this Employment Agreement, fraud,

dishonesty, or Superintendent's conviction of a felony; or, (c) failure to satisfy the continuing education requirements established by the State of Michigan Board of Education. Termination for just cause shall be effective fourteen (14) days after the Board gives the Superintendent written notice of termination stating the basis or bases for such termination. The Superintendent shall be afforded an opportunity for a hearing before the Board of Education regarding such notice of termination if he desires. This hearing shall be conducted in private session of the Board at the option of either the Superintendent or the Board of Education. The Superintendent shall be permitted to attend this hearing with a legal representative of his own choosing and at his personal expense.

5. In the event the Superintendent voluntarily resigns from employment with the School District, he shall give the Board at least sixty (60) days advance written notice prior to his last day worked.

6. This Employment Agreement contains the entire agreement of the parties and supersedes all prior negotiations, discussions, promises, understandings and agreements, whether written or oral, between the Superintendent and the Board relating to the subject matter of this Employment Agreement. This Employment Agreement cannot be altered or amended except in writing and upon a majority vote of the Board, which writing must be signed by the Superintendent and by the President and Secretary of the Board of Education. In no event shall this Employment Agreement be modified by any oral statement, agreements, commitments, or understandings.

7. If any provision herein shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision

hereof, but this Employment Agreement shall, in such event, be construed as if such invalid or unenforceable provision had never been contained herein.

8. This Employment Agreement shall be governed by and construed in accordance with the laws and judicial decisions of the State of Michigan.

**IN WITNESS WHEREOF**, the parties have affixed their signatures on the date and year first above written.

**IN THE PRESENCE OF:**

\_\_\_\_\_

\_\_\_\_\_  
Brian Galdes, Superintendent

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**SOUTH REDFORD SCHOOL DISTRICT**

\_\_\_\_\_

By: \_\_\_\_\_

Its: President

Dated: \_\_\_\_\_

Dated \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Its: Secretary

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_