

**WAYNE-WESTLAND COMMUNITY SCHOOLS
SUPERINTENDENT CONTRACT**

The Wayne-Westland Community Schools, hereinafter the District, wishes to employ Dr. Michele A. Harmala, hereinafter the Superintendent, according to the terms and conditions of this Agreement and the Superintendent wishes to serve the District according to the terms and conditions of this Agreement.

1. **Term.** The District will employ the Superintendent for a period of three school years, from July 1, 2014 until June 30, 2017. The District's Board of Education will take official action to determine whether or not to extend this Agreement for an additional year, on or before April 1st each year of this Agreement, and so notify the Superintendent in writing. In any event the Board will give the Superintendent notice of its decision not to renew the Agreement at least 90 days before the expiration date of the Agreement; otherwise, this Agreement will automatically renew for one more year.
2. **Tenure.** The Superintendent will not have or acquire tenure in her capacity as Superintendent. The Board's or the District's failure to continue her employment after the term of this Agreement, or re-employ her in another capacity other than as a classroom teacher, will not be considered a breach of this Agreement.
3. **Qualifications.** The Superintendent represents and warrants that she meets, and will continue to meet, at least the minimum qualifications and certifications required by law to serve as 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, as may be modified from time to time by the Board, and she agrees to perform faithfully the duties and responsibilities assigned by the Board. 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 she is responsible during the term of this agreement. 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 Compensation.** The Superintendent shall be paid an annual salary of \$170,000 in consideration of her performance of the duties and responsibilities of the position of Superintendent in conformance with the requirements of the Board as set forth herein. The annual salary shall be paid in equal installments over the school year. The Board hereby retains the right to adjust the salary of the Superintendent during the term of this contract and that any such salary adjustment shall not reduce the annual salary below the annual salary prescribed hereinabove. Any adjustment in salary made during the term of this contract shall be in the form of a written amendment and, when executed by the Superintendent and the Board, shall become a part of this contract.

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A. The District will pay the Superintendent \$3,500 annually if she holds a Ph.D., Ed.D., J.D., or L.L.D. from an accredited college or university. This payment will be made in two equal payments, by the end of December and June of the school year.

B. The District will deposit 5% of base salary annually into a non-elective 403(b) Plan selected by the Superintendent and approved by the Board, and will pay all related costs and fees. This deposit will be made in two equal payments, by the end of December and in June.

C. Consistent with the requirements of applicable legislation, the Superintendent shall be eligible for a merit pay bonus based upon her performance of up to \$5,000, which shall be paid in June or July. The Superintendent shall receive the full amount of such bonus if she is rated Highly Effective on her final year-end evaluation; one half of this amount if she is rated Effective on her final year end evaluation, and shall not receive any bonus if she is rated Minimally Effective or Ineffective on her final year-end evaluation

6. **Fringe Benefits.** The District will provide the Superintendent with the following fringe and other benefits:

A. The same hospitalization, dental, vision, long-term disability and life insurance benefits the District provides to members of Wayne-Westland Central Office Administrators Association (WWCOAA). The District will also pay the premium for a term life insurance policy on the Superintendent's life with a death benefit of \$250,000.00. The District, by payment of the premiums required to provide the insurance benefits described in this sub-paragraph, will be relieved from all liabilities with respect to the benefits provided. The failure of an insurance company to provide a benefit or benefits, for any reason, will not result in any liability to the District and will not be considered a breach by the District of this or any other agreement.

B. One day of sick leave for each month the Superintendent is actively employed under this Agreement. Sick days earned but unused under this agreement will accumulate from month to month and school year to school year to a maximum of 200.

C. Three personal business days per year. Earned but unused personal business days will be added to the Superintendent's personal sick bank.

D. Annually, the Superintendent is granted twelve paid holidays for which no services to the District are required on the Fourth of July, Labor Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King Day, Good Friday, Easter Monday and Memorial Day. The Superintendent shall also not be required to work on those days school is not scheduled during Winter Break.

E. The Superintendent shall be granted vacation time of 27 days per fiscal year exclusive of holidays. The Superintendent may carry unused vacation days into the next fiscal year to be used by October 31 of that year. Vacation days shall be granted at the beginning of the fiscal year, but accrue at the rate of 1/12th of the allotment of vacation days per month. In the event that the Superintendent resigns or the contract is otherwise terminated prior to the end of the fiscal year, vacation shall be prorated.

F. The District will pay the Superintendent at the rate recognized by the IRS for using her vehicle for District business including travel to and from professional development/meetings.

G. If the Superintendent is absent from work because of an injury or disease payable under the Michigan Workers' Disability Compensation Act, the District will treat her in the manner provided in both the Wayne-Westland Building Administrator's Association (WWBAA) and WWCOAA collective bargaining agreements.

H. If the Superintendent is absent from work and unable to perform the duties of her office because of mental or physical incapacity that is not payable under the Michigan Workers' Disability Compensation Act, then she shall be granted, for purpose of recovery, an additional paid leave not to exceed 60 days during the term of the contract. The Superintendent shall furnish medical certification to the Board regarding the necessity for the leave. Medical certification shall be supplied by the Superintendent as a condition of any leave. If the Board has reason to doubt the validity of the medical certification supplied by Superintendent, it may require a second opinion, at Board expense. After taking such disability leave, or an ensuing, unpaid leave of absence because of inability to perform her duties, the Superintendent shall provide the Board a certification that she 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 her duties by reason of illness, accident or other cause beyond her control, and if the disability continues for more than 60 work days during any school year, the Board may, in its discretion, make a proportionate deduction from the salary provided for in this contract. If the disability continues for more than 90 work days 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.

7. **Professional Development and Dues.** Annually, the District will pay for the membership dues for two professional organizations or associations of the Superintendent's choice. In addition, the Board will pay up to \$3,500 in 2014-15 and 2015-16 for Professional Development for the Superintendent for professional coaching, tuition, or other Professional Development as determined by the Superintendent. Expenses incurred attending conferences may be approved by the Board upon request by the Superintendent. The Superintendent will be reimbursed such expenses upon presentation to the Board President of an itemized and detailed accounting of such expenditures and receipts relating thereto on the form required by the District and in conformity with applicable laws and regulations of the Internal Revenue Service.

8. **Evaluation.** The Board will evaluate the Superintendent's performance annually and in writing, on or before March 30, using an evaluation instrument with multiple rating categories, that takes into account data on student growth as a significant factor, and that is mutually agreeable, provided that the Board will establish the evaluation instrument and criteria in the absence of agreement. The Board will grant a request by the Superintendent to meet to discuss her written evaluation in closed session.

9. **Outside Employment.** The Superintendent will devote her full time and energy to the performance of her duties and will not engage in other paid employment during the term of this Agreement, except during vacations, without the written consent of the Board President.
10. **Physical and Mental Examinations.** The Superintendent, at her option and at District expense, may elect to take an executive physical once every year. The Superintendent agrees to submit to a comprehensive physical and/or mental examination at District Expense by a professional(s) of the District's choice when, in the Board's judgment, such examination is necessary to determine: if the Superintendent can perform the essential functions of her job; the accommodations necessary to permit her to perform the essential functions of her job; or, is otherwise consistent with business necessity. In connection with such a physical and/or mental examination, the Superintendent will sign all requested release forms and other documents necessary to permit the designated professional(s) and the District to receive pertinent medical records and reports.
11. **Termination by District.** The Board or the District may terminate this Agreement during its terms for the following reasons: for just cause; for any act of moral turpitude or misconduct by the Superintendent; the suspension or revocation of the Superintendent's certification, if certification is required for her position; or, the breach by the Superintendent of any of the terms of this Agreement. Upon termination, the Board and the District shall have no further obligation to the Superintendent under this Agreement and all salary and compensation, fringe benefits and pension contributions shall cease. "For just cause" shall specifically include, but not be limited to, conviction for offenses involving impairment or illegal possession related to drugs or alcohol. The "for 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 "for 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).
12. **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.
13. **Resignation or Retirement.** The Superintendent shall provide ninety (90) days written notice to the Board for retirement or resignation from this position.
14. **Indemnification.** The District will defend, indemnify and hold the Superintendent harmless from and against all claims, suits, judgments, liabilities, costs and expenses, of a civil nature and excluding criminal matters, arising from actions taken or decisions made in good faith within the scope of employment while being Superintendent. The Superintendent

shall give the Board notice of any claim for defense and indemnification hereunder promptly upon knowledge of any possible claim or action against the Superintendent. The Board shall have the right to appoint the attorney and conduct the defense of any such claim or action. If, in the opinion of the Board, the Superintendent fails to cooperate fully in the defense of any claim or action, then this provision of defense, indemnify and save harmless shall become null and void. This paragraph survives the termination and expiration date of this contract.

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.** The Board's or the District's decision to waive the Superintendent's breach of this Agreement will not operate or be construed as a waiver of any subsequent breach. No waiver will be valid unless in writing and approved by the Board in compliance with the Open Meetings Act.

17. **Severability.** If any provision of this Agreement is or becomes legally invalid, that provision will be unenforceable without invalidating all the other provisions of this Agreement.

18. **Entire Agreement.** This Agreement is the parties' entire agreement and supersedes any other agreement or understanding, verbal or written, and may not be modified or rescinded except by another written agreement signed by the Superintendent and approved by the Board in compliance with the Open Meetings Act.

SUPERINTENDENT

BOARD OF EDUCATION OF THE
WAYNE-WESTLAND COMMUNITY
SCHOOLS

Michele A. Harmala
Dr. Michele A. Harmala
Superintendent

By: Shawna Walker
Shawna Walker, Board President

Date: 6/13/2014

Date: 6/3/14

By: Carol Middel M.Ed.
Carol Middel, Board Secretary

Date: 6/3/2014

**ADDENDUM TO
WAYNE-WESTLAND COMMUNITY SCHOOLS SUPERINTENDENT CONTRACT**

WHEREAS, the Wayne-Westland Community Schools Board of Education and Dr. Michele Harmala entered into a Superintendent Contract ("Contract") in June 2014;

WHEREAS, pursuant to that Section 5(C) of the Contract, Dr. Harmala is entitled a merit pay bonus if she receives a rating of Highly Effective or Effective in her final year-end evaluation from the Board of Education;

WHEREAS, the Board of Education has completed Dr. Harmala's final year-end evaluation for the 2014-2015 school year and has rated her as Highly Effective;

WHEREAS, pursuant to the Contract, Dr. Harmala is entitled to \$5,000.00 in merit pay based on the final year-end evaluation for 2014-2015;

WHEREAS, Dr. Harmala, in recognition of the current financial state of the school district, wishes to respectfully decline the merit pay bonus for the 2014-2015 school year;

IT IS HEREBY AGREED that:

Dr. Michele Harmala will not receive and the Wayne-Westland Community Schools shall retain the \$5,000.00 merit pay bonus to which Dr. Harmala is entitled pursuant to the Contract for the 2014-2015 school year only.

This Addendum is intended to apply to the merit pay bonus for the 2014-2015 school year only. Except as specifically stated in this Addendum, the Contract will remain in full force and effect.

SUPERINTENDENT

**WAYNE-WESTLAND COMMUNITY
SCHOOLS BOARD OF EDUCATION**

Michele A. Harmala
Dr. Michele A. Harmala
Superintendent

By: Thomas R. Buckalew
Tom Buckalew, Board President

Dated: 5/19/2015

Dated: 5-18-2015

By: Carol R. Middel M.Ed.
Carol Middel, Board Secretary

Dated: 5/18/2015

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