

AGREEMENT

Agreement made and entered into by and between the Harper Woods SCHOOL DISTRICT (hereinafter referred to as the "School District") and MR. TODD BIEDERWOLF (hereinafter referred to as the "Superintendent").

The School District and the Superintendent hereby agree as follows:

1. **TERM** - The School District agrees to extend the employment of Todd Biederwolf as Superintendent of Schools for the HARPER WOODS SCHOOL DISTRICT for the period from July 1, 2011 to and including June 30, 2013.

The Board of Education, no later than the 31st day of March each year during the term of this contract, may extend the contract for an additional one-year period. In exercising this option, the Board of Education also shall establish the annual salary to be paid to the Superintendent for the school year included in the extension. All other terms and conditions of this contract shall remain unchanged. The Superintendent shall remind the Board of this responsibility in a timely manner.

2. **SALARY** - The annual salary for the 2011-12 school year shall be 6% less than the previously established annual salary of \$125,000 annually. Accordingly, the annual salary for the 2011-12 school year shall be \$117,500. However, as the annual salary for the 2012-13 school year is yet to be finalized as per the terms of this contract, the "base" shall be reset at \$125,000 annually pending the final negotiation of the annual salary.

For the following years of service rendered by the Superintendent hereunder, the School District shall fix the annual salary based upon, in its sole judgment, the evaluation of the Superintendent as provided in Section 9 below, and other relevant factors. Any adjustment in salary shall be in the form of an amendment to this Agreement. It is understood and agreed that the salary for the following years of service shall be no less than the salary for the prior year of service.

3. **BENEFITS** - The Superintendent will receive twenty (20) work days of vacation beyond those days school is not in session during the academic year, those legal holidays recognized by contract with any twelve month employees of the District, and twelve (12) sick days per year. Vacation may be used in the current or the next contract year. Vacation days not used are forfeited. Unused sick days may be accumulated per the terms of the contracts with other certified personnel. The Board President shall be advised, in writing, in advance of any vacation *longer than two days in duration* and shall annually be advised as to the cumulative total of sick and vacation days used.

Beginning in June 2012, upon informing the board president, the superintendent may at his discretion have deducted from his sick and/or vacation bank up to 15 days annually and receive compensation for these days, days he will have worked, at a rate of 80% of his daily compensation rate (80% of \$451.92). Additionally, upon separation from the district, the superintendent is approved to receive compensation for up to 20 unused sick or vacation days. These days are also to be paid at a rate of 80% of the daily compensation rate.

The Superintendent will receive any other fringe benefits, including health insurance, provided to other administrators of the District. This is to include Board-paid life insurance policy equal to two (2) times his annual salary. Beginning July 1, 2011 the Superintendent shall pay 10% of his health care premium, as defined in the "best practices" language included as part of the 11/12 school aide bill. The Superintendent will also receive a district owned cell phone that may be used for personal business.

4. **ANNUITY** - The Superintendent shall annually receive a tax-deferred annuity in the amount of Five Thousand dollars (\$5,000.00).
5. **TRANSPORTATION** - The Board shall provide the Superintendent with a monthly automobile allowance of \$300.00.
6. **DUTIES** - The Superintendent agrees during the period of this contract, to faithfully perform his duties and obligations in such capacity for the District including, but not limited to, those duties required by the Revised School Code. He will act as an advisor to the Board on matters pertaining to the school administration or the District, and he will inform the Board of significant administrative action taken on its behalf. The Superintendent shall recommend, effect, or cause to be effected, the policies and programs of the Board of Education as may be adopted. He will faithfully and diligently fulfill all the duties and obligations incumbent upon him, including abiding by the Board's directives, as the Chief Executive Officer of the School District.

The Superintendent represents that he meets all Michigan requirements and the qualifications established by the Board of Education for this administrative position. The Superintendent agrees to perform the duties of the Superintendent in a competent and professional manner in compliance with the laws applicable to the school district and the bylaws, policies, and regulations adopted by the Board of Education.

Further, to support the continuous improvement of the district, it is agreed the Superintendent will complete annual evaluations of staff members in instructional, business or operations/facilities positions under his direct supervision including all members of the Administration Association. Staff members to be evaluated directly by the Superintendent will be identified to the Board of Education annually in the month of July. Written evaluations will be completed prior to the Superintendent's evaluation per board policy. An extension will be approved by the Board of Education should extenuating circumstances such as short/long term disability occur. These evaluations will be conducted using evaluation procedures and instruments implemented by the Superintendent, unless otherwise defined and/or restricted by contractual language representing either a collective bargaining agreement or an individual contract approved by the Board of Education. The determination of the evaluated employee's job performance as satisfactory or unsatisfactory resides exclusively within the responsibilities of the superintendent.

7. **DISCHARGE FOR CAUSE** - Throughout the term of this agreement the Superintendent shall be subject to discharge for good and just cause, including failure to uphold any Board of Education by-law, policy, or regulation, but the Board shall not arbitrarily and capriciously dismiss him. No discharge shall be effective until written charges have been served upon him and he has an opportunity for a fair hearing before the Board after (10) days notice in writing. Said hearing shall be public or private at the option of the Superintendent. At such hearing, he may have legal counsel at his own expense. If at any time, the Superintendent fails to maintain the credentials and qualifications for the position of Superintendent as required by this contract, the contract shall automatically terminate.
8. **DISCLOSURE** - The superintendent will not arbitrarily or willfully withhold from the Board of Education of the School District, and will promptly report to the Board of Education of the School District, any communication, fact or information which would, or might, affect or be relevant to the concerns of the Board of Education.
9. **EVALUATION** - Annually, no later than the last day of January of each year during the term of this contract, the Board of Education shall review with the Superintendent his performance as

Superintendent in accordance with Board policy. The Superintendent shall remind the Board of this responsibility in a timely manner.

It is agreed that beginning with the 2011-12 school year and the Revised School Code Sections 380.1249 and 380.1250 the superintendent and the board, or a sub-committee thereof, shall develop and/or adopt an evaluation model with student achievement as a significant factor and as well establish pay for performance guidelines. These components of this contract will become "operational" in the 2011-12 school year.

10. **HOLD HARMLESS/INDEMNIFICATION** - The District agrees that it shall defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his individual capacity or in his official capacity as agent and employee of the District, provided that the incident arose while the Superintendent was acting within the scope of his employment and excluding criminal litigations.

The Board shall provide liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgments resulting from his functioning as Superintendent and will reimburse him for any portion of such expense and judgments not covered by insurance. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

11. **DENIAL OF TENURE** - The Superintendent agrees that he shall not be deemed to be granted continuing tenure in his capacity as superintendent of the School District or in any other administrative or non-classroom position within the District. The Superintendent also agrees that in no event shall the failure of the School District to continue or to reemploy him in any capacity other than as a classroom teacher be deemed a discharge or demotion within the provisions of the Teacher Tenure Act.
12. **MEMBERSHIP DUES** - The School District shall pay the cost of the Superintendent's annual membership dues to the Michigan Association of School Administrators and the American Association of School Administrators, as well as other appropriate state, county and/or local professional organizations. National membership shall be subject to Board approval.
13. **PROFESSIONAL ACTIVITIES** - The Superintendent shall be encouraged to attend appropriate professional meetings at the local, state, and national levels. Costs of attendance shall be paid by the School District in accordance with Board policy. The Superintendent shall receive approval from the Board of Education prior to traveling overnight or attending meetings on a national level.
14. **ADMINISTRATIVE ORGANIZATION** - The Superintendent may, upon the prior approval of the Board of Education, organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, which in his judgment best serves the School District.
15. **SEVERABILITY** - 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.
16. **TERMINATION OF AGREEMENT** - During the term of this Agreement, the School District and the Superintendent may mutually agree to terminate this contract.
17. **MODIFICATIONS TO AGREEMENT** - This Agreement contains the entire agreement of the parties hereto, and may not be altered, modified or rescinded by any prior or contemporaneous statement or understanding of either such party, or any person on their behalf; this Agreement may be

amended, modified, rescinded or otherwise altered during its term only by an express written "Modification", denominated as such, and signed by each of the parties hereto.

18. **DISPUTE RESOLUTION** – In the event of a dispute between the parties relating to any provision of this Agreement, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this Agreement, the parties hereby agree to submit such to binding arbitration and that all claims be asserted within 180 days of when the claim arose. Such arbitration shall be conducted under the labor arbitration rules of, and administered by, the American Arbitration Association. The arbitrator's fee and the expense of the American Arbitration Association shall be shared equally by the parties. All parties are entitled to have representation of their own designation; however each party shall be responsible for the costs of such respective representation.