

## CONTRACT OF EMPLOYMENT

### **Superintendent of Schools**

It is hereby mutually agreed by and between the Cadillac Area Public Schools Board of Education (hereinafter "Board") and Paul Liabenow (hereinafter "Superintendent") that, pursuant to Section 1229 of the Revised School Code of the State of Michigan, MCL 380.1229 (Public Act 289 of 1995), the Board has and does hereby employ Paul Liabenow as its Superintendent of Schools from July 1, 2010 through June 30, 2014, according to the terms and conditions as described and set forth herein as follows:

1. Superintendent shall perform the duties of Superintendent of Schools as prescribed by the Revised School Code of the State of Michigan, by the rules and regulations of the State Board of Education and as may be established, modified and/or amended from time to time by the Board.

2. Superintendent represents that he possesses, holds, maintains, and will maintain all certificates, credentials and qualifications required by law to serve in the position of Superintendent of Schools. If, at any time, the Superintendent fails to maintain all certificates, credentials and qualifications for the position of Superintendent of Schools as required herein, this contract shall automatically terminate and the Board shall have no further obligations.

3. The Superintendent agrees during the period of this contract to faithfully perform his duties and obligations in such capacities for the school district including, but not limited to, those duties required by the School Code. He will act as an advisor to the Board on matters pertaining to the school administration or the school district and he will inform the Board as to administrative action taken on its behalf.

4. 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 duties and obligations incumbent upon him as the executive head of the school system and school district. Further, the Superintendent pledges to use his best efforts to maintain and improve the quality of the operation of the school district and consistently promote efficiency in all areas of his responsibility. The Board recognizes that the Superintendent is expected to shoulder his share of professional responsibilities outside of the district on behalf of the educational community at large. This would in no way be construed as a conflict with his duties as Superintendent.

5. Superintendent shall be paid an annual salary (July 1 to June 30) of not less than One Hundred and Four Thousand Five Hundred Dollars (\$104,500) in consideration for his performance of the duties and responsibilities of the position of Superintendent of Schools in conformance with the requirements and expectations of the Board as set forth herein. In addition to the annual base salary, the Superintendent shall be paid a longevity payment of \$2,500 each year (403b employer plan), non cumulatively, and a 403b employer plan payment of \$9,300 plus \$3,135 (see item 15) for a total compensation of \$119,435.

The annual salary shall be paid in twenty-four (24) installments on the 8<sup>th</sup> and 23<sup>rd</sup> of the month during the applicable twelve (12) month period July 1 through June 30. 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 minimum annual salary prescribed herein above. 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.

6. Superintendent is employed for a period of fifty-two (52) weeks of work per year, July 1 through June 30, as scheduled by the Board. Superintendent shall be granted vacation time of two days per month vacation, accumulative to twenty-four (24) days per fiscal year which shall not accumulate for use in any subsequent fiscal year without the expressed written consent of the Board. Vacation days must be used within the fiscal year for which they are made available and Superintendent shall not receive any additional compensation in lieu of use of vacation days without the express agreement of the Board. Vacation will be taken at a time mutually agreeable to both parties. Superintendent shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the school district. Should the Board require work during vacation, compensation, if any, may be agreed upon i.e. at retirement.

7. Superintendent's performance shall be evaluated by the Board annually and presented to the Superintendent in writing no later than the first meeting in March in any given school year. As such evaluations are to be based in part on goals and objectives, said goals and objectives will be presented to the Superintendent in writing prior to the year of evaluation.

8. The Board shall be entitled to terminate this contract during its term in the event of the Superintendent's inability to perform the positions responsibilities for a period of ninety (90) consecutive days due to mental or physical disability.

9. The Board shall be entitled to terminate the Superintendent's employment at any time during the term of this contract for good and just cause, as determined by the Board of Education, 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 shall have an opportunity for a fair hearing before the Board after ten (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.

10. The foregoing standards for termination of this contract during its term shall not be applicable to non-renewal of this contract at the expiration of its term, which decision is discretionary with the Board of Education. Non renewal shall be as prescribed under Section 1229 of the Revised School Code. MCL 380.1229.

11. In the event of any dispute between the parties including, but not limited to, non renewal or discharge of Superintendent during the term of this Contract, the parties hereby agree to submit such to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the rules of, and administered by, the American Arbitration Association. The parties intend that this process of dispute resolution shall be inclusive of all contract and statutory claims advanced by Superintendent arising from Superintendent's discharge during the term of this Contract, non renewal or other alleged violations, claims of unlawful discrimination and all claims for damages or other relief. The arbitrator's fee and the costs imposed by the American Arbitration Association shall be paid by the Board. Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within ninety (90) days of the effective date of Superintendent's discharge, non renewal or alleged violation. The parties are entitled to have legal or other representation of their own designation, and each party shall be responsible for its own costs incurred in connection with such representation. The Decision and Award of the arbitrator shall be final and binding and judgment thereon may be entered in the County Circuit Court.

12. Superintendent agrees that he shall not be deemed to be granted continuing tenure in the position of Superintendent of Schools by virtue of this contract or any employment assignment of this school district. The Superintendent shall be deemed to have been granted continuing tenure as an active classroom teacher in accordance with the provisions of the Michigan Teacher Tenure Act.

13. Superintendent shall submit to such medical examinations, supply such information, and execute such documentation as may be required by any underwriters, policyholders, or third party administrators providing insurance programs specified under this contract. Additionally, the Board may request release of medical information necessary to determine if the Superintendent is capable of performing the duties required in his assignment. The Board may require the Superintendent to have a comprehensive medical examination as may be deemed necessary. If such an examination is required, a statement shall be filed with the Secretary of the Board certifying to the physical fitness and mental capacity of the Superintendent to perform his duties. Medical information provided under this agreement shall be treated as confidential by the Board. Should the Board exercise its prerogative to this provision, the cost of services for said examination shall be borne by the school district.

14. The Board shall provide the Superintendent and his eligible dependents the following insurances or as determined by the Board;

- A. The Superintendent shall be entitled to Board approved full family hospitalization coverage, including medical, surgical, and major medical (carrier to be determined by the Board of Education). Costs for an annual physical are provided.
- B. Spouse and children, until age 21, shall be covered with term life insurance policies with a face value of 2,500.00 each.
- C. The Superintendent shall be entitled to the Board approved long-term disability insurance package. This disability package will commence on the 30<sup>th</sup> day of the disability at a rate of  $66 \frac{2}{3}$  of the actual salary payable to age 65. The carrier is to be determined by the Board of Education.
- D. The Superintendent shall be entitled to Board approved error and omission and general liability insurance in the amount of \$1,000,000.00. Such insurance shall include coverage, indemnification and duty to defend for the school district and its employees and agents. The carrier is to be determined by the Board of Education.
- E. The Superintendent shall be entitled to a dental plan equivalent to Principal Dental non-scheduled 80/20, basic major and orthodontic services.
- F. The Superintendent shall be entitled to a vision plan equivalent to ASR Vision.
- G. In the event of death of the Superintendent, the Board shall continue payments of the applicable contributions for health, dental and vision insurance plans for the Superintendent's dependents, who are presently receiving insurance at the time of the Superintendent's death, for a period of six (6) months, to begin on the first month following the date of death. Dependents must continue to meet all requirements established in the policy.

15. The Board will provide an amount equivalent to 3% of his annual salary per year, which will be contributed into a 403b employer plan.

16. After completion of the fifth year as Superintendent, the Board shall purchase on behalf of the Superintendent, one additional year of universal service credit with the MPSERS.

17. The Board reserves the right to change the identity of the insurance carrier, policyholder, or third party administrator for any of the above coverage provided that comparable coverage is maintained during the term of this contract. The terms of any contracts or policies issued by any insurance company or third party administrators shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. The Superintendent is responsible for assuring completion of all forms and documents needed to receive the above described insurance coverage. The School District, by payment of the premium required to provide the above described insurance coverage, shall be relieved from all liability with respect to insurance benefits.

18. The Superintendent is entitled to the following holidays for which no services to the School District are required:

- |                    |                                  |
|--------------------|----------------------------------|
| 1. New Year's Day  | 7. Thanksgiving Day              |
| 2. President's Day | 8. Friday following Thanksgiving |
| 3. Good Friday     | 9. Christmas Eve Day             |
| 4. Memorial Day    | 10. Christmas Day                |
| 5. July 4          | 11. New Years Eve                |
| 6. Labor Day       |                                  |

19. The Superintendent shall accumulate sick days at a rate of one sick day per month for personal illness or disability with an accumulation of up to 120 (120) days per contract year. The Superintendent will be allowed to retain previously accumulated sick leave in his prior position. The Superintendent, upon completion of 10 years of Teacher/Administrative service, shall be entitled to 50% of the cash value of accumulated sick leave, not to exceed 60 days, when terminating contract and employment with the District; OR the Superintendent shall be entitled upon retirement, in conformance with the Michigan Retirement Act, the full cash value for 50% of accumulated sick leave earned, not to exceed 60 days salary, upon completion of 10 years of Teacher/Administrative service.

20. Superintendent shall be eligible to be reimbursed for travel, meals and lodging in accordance with per diem expense and reimbursement procedures established by the Board. Any expenses to be incurred by Superintendent for out-of-district travel shall be submitted for review and approval by the Board. Superintendent shall be required to present an itemized account of reasonable and necessary expenses in accordance with direction of the Board.

21. The Board shall pay the dues of the Superintendent for membership in the American Association of School Administrators and the Michigan Association of School Administrators.

22. This contract of employment contains the entire agreement and understanding by and between the Board and Superintendent with respect to the employment of the Superintendent and no representations, promises, contracts or understandings, written or oral, not contained herein shall be of

any force or effect. All prior agreements pertaining to, connected with, or arising in any manner out of employment of the Superintendent by the Board is hereby terminated and shall hereafter be of no force or effect whatsoever. No change or modifications of this contract of employment shall be valid or binding unless it is in writing and signed by the Superintendent and by the Board. No waiver of any provisions of this contract shall be valid unless it is in writing and signed by the Superintendent and the Board. No valid waiver of any provision of this contract, at any time shall be deemed a waiver of any other provision of this contract at such time or at any other time.

23. If any provision of this agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this agreement shall continue in full force and effect without said provisions; provided, however, that no such severability shall be effective if it materially changes the economic benefit of this agreement to any party.

24. This agreement is executed on behalf of the School District pursuant to the authority granted under the laws of the State of Michigan.


**IN WITNESS WHEREOF**, the parties have caused this agreement to be executed on the day and year noted.

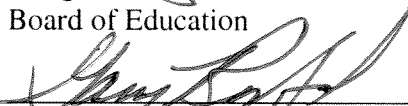
1-13-11  
Date

1-13-11  
Date

1-19-11  
Date

  
Paul Liabenow, Superintendent of Schools

  
Craig Weidner, President  
Board of Education

  
Gary Rexford, Secretary  
Board of Education