

## BIRMINGHAM PUBLIC SCHOOLS SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

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THIS CONTRACT, is made and entered into in Birmingham, Michigan, on this 2<sup>nd</sup> day of March, 2010, by and between the School District of the City of Birmingham, a Michigan general powers school district (hereinafter the "School District") and David F. Larson, Ed.D., (hereinafter the "Superintendent"). The effective date of this Contract is July 1, 2010.

### IT IS AGREED:

1. **Employment** – The School District hereby employs Superintendent and Superintendent agrees to work for the School District commencing on July 1, 2010 and extending through June 30, 2013. The Board of Education for the School District shall determine by April 30 of each year of this Contract whether to extend the term of this Contract or, alternatively, to not extend this Contract and advise Superintendent of whatever decision it may make. Superintendent shall advise the Board of Education members in writing of this commitment to make such determination no later than January 1, of each year of this Contract. Should the Board of Education elect to extend the term of this Contract, the parties shall, prior to June 1 of same year, execute a successor Contract providing for such extension and any other terms that the parties may mutually agree upon. Superintendent shall advise the Board of Education six (6) months in advance of his intention to terminate his employment within the term of this Contract as originally agreed to or as extended by later agreement. It is understood and agreed that Superintendent is employed in the capacity of Superintendent, as defined in the Michigan Revised School Code.

2. **Duties** – Superintendent agrees to serve the School District and perform the duties in his capacity as Superintendent as directed by the Board of Education for the School District and as required by the laws of the State of Michigan. Superintendent further agrees to obey and fulfill the bylaws, policies, rules and regulations as established by the Board of Education of the School District from time-to-time and to carry out its programs and policies during the entire term of this Contract.

3. **Salary** – Superintendent's salary for the 2010-11 school year (June 30, 2010 to July 1, 2011) shall be at Step 7 of Grade 12 of the Administrator And Manager Salary Positions Pay Table as ratified by the Board of Education March 2, 2010. The salary pertaining to the 2010-11 school year constitutes a four (4%) percent reduction from that salary previously agreed to be provided the Superintendent and to which he was otherwise entitled absent his agreement herein to accept the salary reduction. For subsequent school years, Superintendent's salary shall be that set forth at Step 7 of Grade 12 of the current Administrator And Manager Positions Pay Table applicable for the school year for which Superintendent renders service hereunder.

4. **Residence of Superintendent** – Due to the fact that the duties of Superintendent require significant interaction with the residents of the School District, it is the preference of the Board of Education that Superintendent resides within the boundaries of the School District.

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Further, it is the preference of the Board of Education that any K-12 school age children of Superintendent enroll in and attend the schools of the School District.

5. **Work Year** – Superintendent shall perform his duties over the full twelve (12) months of the School District's fiscal year (July 1 to June 30), less applicable vacation, leave and holidays. Superintendent shall be expected to attend meetings of the Board of Education and committees and to attend and participate in School District functions, or on occasion, other civic activities having relation to the School District's interests within the community serviced by the School District. The time expended in attending such meetings and activities has been taken into account in setting the aforesaid salary and, thus, no additional compensation shall be forthcoming for such attendances.

6. **Tenure** – It is expressly agreed that Superintendent shall not be deemed to be granted continuing tenure in the capacity as Superintendent or in any other administrative capacity by virtue of this Contract of Employment.

7. **Evaluation** – The Board of Education shall, no later than December 15, annually review and evaluate Superintendent's progress toward established goals and working relationships with the Board, the staff and the community.

8. **Certificate** – Superintendent represents that he has and will continuously maintain the educational qualifications required by the Michigan Revised School Code or any successor statute, and shall maintain a teacher's certificate in good standing with the Michigan Department of Education throughout the life of this Contract.

9. **Conflict of Interest** – Superintendent will faithfully serve the School District and be regardful of its interest during the term of this Contract, to the extent required by this Contract and by law. Superintendent will not directly or indirectly acquire or otherwise possess any interest adverse to that of the School District. In the event that a question arises as to whether a given interest is in conflict with the interests of the School District, Superintendent shall make full disclosure of same to the Board of Education for its review and disposition, which disposition shall be controlling and complied with by Superintendent.

10. **Other Work** – Superintendent may not undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations when such activities would in any manner impinge upon time and effort required to be exerted by Superintendent in the discharge of his responsibilities under this Contract, unless the Board of Education gives its prior consent to such activities.

11. **Expenses** – Superintendent is encouraged to attend and participate in appropriate professional activities and conferences at the local, state and national levels. Subject to approval in advance of such activity or conference by the President of the Board of Education, Superintendent shall be reimbursed, consistent with Board policy and subject to the exception of automobile and related expenses as separately reimbursed pursuant to Paragraph 18 herein, for the reasonable costs of long-distance travel and lodging in connection with such attendances and

participations. Superintendent shall be reimbursed, consistent with Board policy and subject to the exception of automobile and related expenses as separately reimbursed pursuant to Paragraph 18 herein, for the reasonable costs incurred in attending and participating in local professional activities and conferences as he may deem to be appropriate on behalf of the School District. Superintendent may be required to provide to the School District an itemized account and substantiation of the above reimbursed expenses in accordance with Board policy for federal and state income tax reporting purposes.

**12. Membership Dues** – Subject to the Board of Education's prior approval, the School District shall pay the cost of Superintendent's membership in educational, professional and local civic organizations.

**13. Medical Examination** – At least once a year during the term of this Contract, Superintendent shall have a medical examination, the costs for which shall be paid by the School District. A copy of the evaluation from the examination or a certificate of the physician certifying the fitness of Superintendent shall be provided to the President of the Board of Education as soon as it is available following the examination. The Board of Education reserves the right to direct Superintendent to an examining physician for a medical evaluation if, in its judgment, there are circumstances which warrant a verification of either the physical or mental/psychological competence of Superintendent. The evaluations from both the annual examination and the latter examination may be shared by the President of the Board of Education with the other trustees, but shall otherwise be maintained in confidence.

**14. Board Meetings** – Among his other duties, Superintendent shall prepare the agenda for each Board of Education meeting in consultation with the President of the Board or the President's delegate and forward same to each member of the Board of Education, along with his recommendations and supporting documentation on each agenda item, sufficiently in advance of the meeting so that each member can assimilate such information prior to the meeting.

**15. Disability** – Should Superintendent be unable to perform the duties and obligations of this Contract by reason of illness, accident or other causes, and such disability exists for a period of more than one hundred eighty (180) calendar days, the Board of Education, at its option, may terminate this Contract, whereupon the respective rights, duties and obligations of the parties shall thereby terminate. Likewise, if it becomes determinable within the one hundred eighty (180) calendar days that such disability is permanent, irreparable or of such nature as to make the continued performance of Superintendent's duties improbable, the Board, at its option, may forthwith terminate this Contract, whereupon the respective rights, duties and obligations of the parties shall thereby terminate. This provision shall not in any way derogate from any long term disability benefits that apply by operation of other provisions of this Contract.

**16. Retirement** – The School District shall assume full costs of the Employer contributions to the Michigan Public School Employees Retirement System ("MPERS") on behalf of Superintendent, as may be required and/or permitted by law. In addition, the School

District shall reimburse Superintendent for the amount of the annual contribution which Superintendent shall be required to make in order to participate in the Member Investment Plan of the Michigan Public School Employees Retirement System ("MPERS"). Superintendent acknowledges that such reimbursement amount represents, under current law, a taxable payment to him for purposes of the Internal Revenue Code.

17. **Retirement Allowance** – Superintendent shall be eligible for the tax sheltered annuity payment that is presently or may later be applicable to Central Office Administrators. Eligibility is determined as set forth in the fringe benefit provisions applicable to Central Office Administrators as may be authorized from time-to-time by the Board of Education.

18. **Automobile and Related Expenses** – Superintendent shall be required to own or lease and operate an automobile for the purposes attendant to his duties under this Contract and for which the School District shall annually provide him Six Thousand Five Hundred (\$6,500.00) Dollars. Superintendent shall also be reimbursed annually, in addition to the above, for travel mileage on School District business within the School District's boundaries in the amount of One Thousand Four Hundred Eighty-Four (\$1,484.00) Dollars. Additionally, for travel mileage outside the School District's boundaries the Superintendent shall receive reimbursements as provided within Policy 6430 Business and Travel Expense. Superintendent shall be required to provide to the School District an itemized account and substantiation of the above reimbursed expenses in accordance with Board policy for federal income tax reporting purposes.

19. **Vacation** – Superintendent shall receive the vacation day allocation as set forth in the fringe benefit provisions applicable to Central Office Administrators, approved from time-to-time by the Board of Education.

20. **Insurance** – The School District shall provide Superintendent with the same insurance benefits as set forth in the fringe benefit provisions authorized to Central Office Administrators, as approved from time-to-time by the Board of Education.

21. **Attorney Representation** – The School District shall provide Superintendent with the same insurance benefits as set forth in the fringe benefit provisions authorized to Central Office Administrators, as approved from time-to-time by the Board of Education.

22. **Tax Sheltered Annuity/Contribution** – In addition to the Retirement Allowance provision set forth in Paragraph 17 herein, the School District shall make an annual contribution of One Thousand Five Hundred (\$1,500.00) Dollars on behalf of the Superintendent to a tax sheltered annuity ("TSA") plan of his choosing from the School District's approved list of TSA providers. The School District's annual contribution shall be made on or before June 30 of each school year. If Superintendent's employment terminates prior to the end of a school year, the School District's annual contribution shall be pro-rated for that school year.

23. **Mid Term Changes** – Some of the provisions of this Contract are derived or determined by reference to employment terms and conditions (i. e., collective bargaining

agreements or other group wide terms and conditions) applicable to employee group(s) employed within the School District which may change from time-to-time during the term of this Contract. It is the intent of the parties that such changes will immediately become applicable to Superintendent upon such changes occurring or being implemented for such employee group(s). Accordingly, Superintendent acknowledges that such mid-term changes may either increase or diminish/decrease the rights, obligations or fringe benefit entitlements to which he is entitled at the inception of this Contract, without the need for further amendments to this Contract.

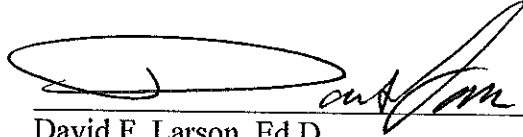
**24. Totality of Terms** – This Contract contains all of the terms agreed by the parties with respect to the subject matter of this Contract and supersedes all prior contracts, arrangements and communications between the parties concerning such subject matter, whether oral or written.

**25. Termination of Contract** – In addition to any other rights the School District may have, by law or under this Contract, this Contract may be terminated at any time during its term by the School District for acts of moral turpitude, misconduct or if Superintendent violates any of the substantive terms or covenants of this Contract. In such event, Superintendent shall be advised, in advance, of the Board of Education's intention to consider effecting such a midterm termination and provided an opportunity for a hearing in regard to the prospect of such termination, which hearing may be open to the public or closed, at Superintendent's option. In the event Superintendent elects to contest the Board of Education's disposition in regard to such termination following such hearing, he shall have the right, exclusive of any other rights or remedies available to him at common law or by statute, to request arbitration, the award arising out of which shall be binding on the School District and Superintendent and enforceable in any court of competent jurisdiction in this State. The scope of the arbitrator's review pursuant to this submission agreement shall be limited to determining whether the Board of Education acted arbitrarily and capriciously in its determination to terminate Superintendent's employment. The arbitrator shall be selected through the mutual cooperation between the representatives or counsel for the respective parties, failing agreement on which may be referred by either party to the Detroit Regional Office of the American Arbitration Association for appointment or an arbitrator and processing under their Voluntary Labor Arbitration Rules.

**26. Nonrenewal of Contract** – As recited in Paragraph 1 herein, this Contract shall terminate on June 30, 2013. Superintendent acknowledges that he has no expectation of employment by the School District beyond that date. The decision whether to renew or not to renew the contractual relationship is solely within the discretion of the Board of Education for the School District.

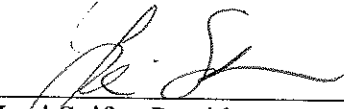
IN WITNESS WHEREOF, the parties hereto have signed this Agreement the day and year first above written.

Dated: March 5, 2010

By:   
David F. Larson, Ed.D.  
Superintendent

**SCHOOL DISTRICT OF THE CITY OF  
BIRMINGHAM**

Dated: March 4, 2010

By:   
Lori Soifer, President  
Board of Education

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