

## SUPERINTENDENT'S EMPLOYMENT AGREEMENT

Agreement made by and between the Taylor School District (hereinafter referred to as the "School District"), and Diane Allen (hereinafter referred to as the "Superintendent").

The School District and the Superintendent agree as follows:

1. The School District hereby hires the Superintendent for a period commencing on June 12, 2012, up to, and including, June 30, 2014. The Superintendent's total salary for the period June 12, 2012 through June 30, 2012 shall be in the amount of (\$576.92 per day). For the period July 1, 2012 through June 30, 2014, the Superintendent shall be paid a total salary of One Hundred Fifty Thousand Dollars (\$150,000.00) per school year, payable in equal installments every two (2) weeks.

2. The Board of Education shall provide the Superintendent with a yearly written evaluation of her performance as Superintendent on or before April 1st of each year (with such consideration in open or closed session, as requested by the Superintendent, in accordance with the provisions of the Open Meetings Act), and shall, on or before April 1<sup>st</sup> of each year, formally advise her if the School District is not going to extend this Employment Agreement for an additional one (1) year. This Agreement shall automatically be extended in additional one (1) year incremental periods for each year the Board of Education does not make a timely evaluation and/or formal extension determination. The evaluation instrument shall be developed by the Board of Education in consultation with the Superintendent.

3. The Superintendent agrees that under the terms of this contract, she is denied continuing tenure in her capacity as the Superintendent of the School District and she shall not acquire tenure in such position.

4. The Superintendent may enter into a salary reduction agreement to fund a tax-sheltered annuity under Section 403(b) of the Internal Revenue Code in accordance with the policies of the School District.

5. The Superintendent shall be reimbursed for reasonable expenditures of travel, meals, entertainment, professional association dues, automobile expenses, conferences and workshops held in the State of Michigan and national conferences approved by the Board of Education, which expenditures are incurred in acting on the business of the School District. Such expenditures will be reimbursed upon presentation by the Superintendent of an itemized and detailed accounting of such expenditures and receipts relating thereto in the form customarily required by the School District and in conformity with the applicable rules and regulations of the Internal Revenue Service. Consistent with board policy

6. The School District agrees to defend, indemnify and hold the Superintendent harmless from and against all claims, suits, judgments, liabilities, costs and expenses arising from actions taken or decisions made in good faith within the scope of her employment while she is/was Superintendent. The Superintendent shall give the Board of Education of the School District notice of any claim for defense and indemnification hereunder promptly upon knowledge of any claim or action against him. The Board of Education shall have the right to appoint the attorney and conduct the defense of any such claim or action. Provided, however, if the

Superintendent fails to fully cooperate in the defense of any claim or action, then this provision of defense, indemnity and save harmless shall become null and void.

This indemnity and hold harmless provision shall survive the expiration of this Agreement.

7. The Superintendent shall receive, during the term of this Agreement, the following additional compensation and fringe benefits:

- A. Thirty (30) personal leave days each full school year of this Agreement. The parties acknowledge and agree that, at the time of the execution of this Agreement, the Superintendent has 242 earned and unused sick days which will be converted to a bank of 242 personal leave days, which will be available to her during the term of her employment under this Agreement. Upon the termination of this Agreement, the Superintendent shall be paid for no more than 60 earned and unused personal leave days, with all earned and unused personal leave days in excess of 60 being forfeited.
- B. Medical, dental, term life, long-term disability, vision care, and holidays under the same terms and conditions as are granted by the School District to other employees in central office administrative positions, and as are amended for those central office employees from time to time.

8. The Superintendent shall perform the duties of the Chief Administrative Officer of the School District, including the duties proscribed by Board policy and in the School Code of 1976, as revised, and such other assigned duties as may be established by the Board of Education, and she agrees to obey, fulfill and abide by all rules, regulations, policies and decisions of the Board of Education.

As the Chief Administrative Officer, the Superintendent may, with the approval of the Board of Education, organize, reorganize or arrange the departments within the School District, including the assignments/reassignments of administrative and supervisory staff, which in her judgment, best serves the School District and/or provides increased efficiency of operation. The actions of the Superintendent, however, shall not contravene the policies or directives of the Board of Education.

9. The Superintendent shall devote her full time and energy to the performance of her duties in a timely, faithful, diligent, efficient and fiscally responsible manner. The Superintendent further warrants, represents and affirms to the School District:

- A. That she is fully qualified to serve as Superintendent of Schools and agrees to maintain such qualifications in accordance with the laws of the State of Michigan and the rules and regulations of the Department of Education;

- B. That she is competent to perform the duties for which she is hired, is possessed of the requisite skill and knowledge to enable her to do so, and that she will faithfully serve and be regardful of the interests of the School District;
- C. That she will perform all duties in accordance with law and with such care and skill as is necessary to prevent injury to the property, good will and interests of the School District; and
- D. That she will not acquire any interests adverse to that of the School District.

10. The School District may terminate this Agreement during its term, without liability hereunder, for salary and/or fringe benefits, for cause. Acts or omissions constituting cause shall include, but not be limited to, the following: if the Superintendent commits any of moral turpitude or misconduct; in the event that she is no longer qualified to serve as Superintendent of Schools, if she violates any of the terms or covenants of this Agreement; or if she is physically or mentally disabled. Disabled shall mean the Superintendent's inability to perform the essential job duties and functions of her position, with or without reasonable accommodation, for an aggregate of twelve (12) months during the term of this Agreement.

11. The School District's waiver of a breach of any provision of this Agreement by the Superintendent shall not operate or be construed as a waiver of any subsequent breach by the Superintendent. No waiver shall be valid unless in writing and approved by the Board of Education of the School District.

12. The Employee and the District agree that any and all claims arising from, or relating to, the Employee's employment with the District or this Agreement will be subject to final binding arbitration according to the American Arbitration Association's National Rules for the Resolution of Employment Disputes. The Employee 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 Employee 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. The Employee and the District agree that any demand for arbitration must be filed no later than 180 calendar days from the event or date on which the claim or cause of action is based or accrued (unless the claim or cause of action is subject to a shorter limitations period, which case the shorter limitations period will apply) or no later than 180 days from the termination of the Employee's employment, whichever is sooner. The District and the Employee waive any longer limitations period.

14. This document represents the parties' entire agreement, and no other agreement shall be binding unless in writing and signed by the parties.