

CONTRACT OF EMPLOYMENT

An Agreement Between the Superintendent and the Board of Education of the Westwood Community School District

Agreement made this 8th day of July, 2010, by and between the Westwood Community School District, located in the City of Dearborn Heights, City of Dearborn, City of Inkster, Wayne County, Michigan, hereinafter referred to as the "School District" and Ms. Sue Carnell, hereinafter referred to as the "Superintendent".

The said Board of Education, in accordance with its actions as found in the minutes of the meeting held on July 8, 2010, attached as Exhibit A, has and does hereby employ said Superintendent pursuant to the laws and statutes of the State of Michigan and under the following terms and conditions:

1. The School District employs the Superintendent as Superintendent of Schools of the Westwood Community School District for a term commencing July 1, 2010, and ending the last day of June, 2013, inclusive.

2. The Superintendent represents that she is duly and legally qualified to act as Superintendent in school districts organized by the laws of the State of Michigan.

3. For the services rendered, the School District agrees to pay the Superintendent a base salary of ONE HUNDRED TWENTY-THREE THOUSAND DOLLARS (\$123,000.00) for the 2010-11 school year with future salary adjustments to be negotiated with the Board of Education. The said salary shall be payable to the Superintendent by check or electronic fund transfer (at her election) to an account or accounts designated by her in evenly-spaced installment payments of at least two (2) each calendar month during the contract term, the precise intervals between installment

payments with a month as determined by the business office of the School District. Any increase in salaries shall be in the form of an amendment to the contract and shall be evidenced by a Board resolution and a memorandum signed by both parties which shall be attached and become a part of this Agreement. In no event shall the salary be reduced below the previous year's salary without the express, written consent of the Superintendent.

4. IT IS FURTHER AGREED AND UNDERSTOOD that the grant of salary increases as described in Paragraph 3, shall be at least in magnitude consonant with salary adjustments accorded the other administrators of the School District, but shall take the Superintendent's additional duties and responsibilities into account.

5. IT IS FURTHER AGREED that the Superintendent, during the term of this contract, will competently and efficiently perform the duties of the Office of the Superintendent as prescribed by the laws of the State of Michigan and that she will familiarize herself with the rules, regulations, policies, and directives duly adopted by the Board of Education for the governance of the School District and that she will perform said duties and comply with such rules and regulations to the best of her ability. The Superintendent, by agreement of the Board, may undertake consultative work, teaching, speaking engagements, writing, lecturing, or other professional duties and obligations.

6. IT IS FURTHER AGREED that the Superintendent furnish, throughout the life of this contract, valid and appropriate credentials to act as Superintendent in the State of Michigan as directed by the Board and, except as otherwise described in

Paragraph 5, the Superintendent hereby agrees to devote all her time, skill, labor, and attention to said employment during the terms of this contract.

7. IT IS FURTHER AGREED that this contract, and/or the performance of services hereunder, does not confer tenure upon the Superintendent in an administrative or any other capacity.

8. IT IS FURTHER AGREED AND UNDERSTOOD that this contract will automatically terminate upon the death of the Superintendent, however, accrued benefits hereunder shall be paid to the Superintendent's named beneficiaries, or as otherwise provided for by applicable law.

9. IT IS FURTHER AGREED AND UNDERSTOOD that this contract may be terminated by the School District for the willful violation by the Superintendent of any of the adopted rules, regulations, directives, and policies of the Board of Education of said School District provided the provisions of such rules, regulations, directives and policies have not been previously waived by the District in writing; for a knowing violation of any terms of this contract, or for good and just cause, including but not limited to conviction of a crime requiring termination under applicable statutory and/or common law provisions; gross misconduct, demonstrable incompetence, or lack of substantive legal qualifications. As used herein, "just cause" requires, at a minimum, written notice of charges at least thirty (30) calendar days prior to Board action and a hearing before the Board of Education, in closed session at the Superintendent's request. In such hearing, the Superintendent may be represented by counsel of her choice and may call witnesses on her behalf and examine witnesses who offer evidence against her.

10. IT IS FURTHER AGREED AND UNDERSTOOD that both the Superintendent and the Board of Education will refer to each other's criticism, complaints, and/or suggestions called to their respective attention and shall conduct joint meetings for the study and formulation of appropriate recommendations regarding same. In as much as these are personnel concerns, criticisms and complaints will be handled with the same discretion and confidentiality afforded other employees whose work is being evaluated.

11. IT IS FURTHER AGREED AND UNDERSTOOD that in the event of termination of this contract by death or discharge, the Superintendent's beneficiaries shall be entitled to compensation and benefits only for services rendered by the Superintendent to date of death or termination.

12. IT IS FURTHER AGREED AND UNDERSTOOD that the Superintendent shall be entitled annually to paid leave days of twelve (12) days for personal illness and five (5) personal business days, for a total of seventeen (17) days which, if unused, shall accumulate for use as sick leave in future years. The paid leave days will be subject to a sixty (60) day limitation on accumulation. Annually, she may return up to a total of thirty (30) unused paid leave days from her accumulated paid leave days, paid at her per diem rate. (for purposes of calculating her per *diem rate*, *one day shall be equal to the annualized value of her salary divided by 365*. If the Superintendent becomes incapacitated by illness, whether physical, mental, or otherwise, such that she cannot perform the duties of her position for a period of in excess of six (6) calendar months, the Board may terminate this contract by furnishing written notice of termination

to the Superintendent, accompanied by payment to the Superintendent of a sum equal to one-half of the annual salary in effect at the time of termination.

13. IT IS FURTHER AGREED AND UNDERSTOOD that the Superintendent will have a comprehensive medical examination if required by the Board, and that this examination shall be conducted at an institution determined by the Board of Education and that a statement certifying her physical competency shall be filed with the clerk of the Board and treated as confidential information by the Board. The cost of said medical examination is to be borne by the School District.

14. IT IS FURTHER AGREED AND UNDERSTOOD that the Board of Education will provide the Superintendent with a mileage allowance for use of the Superintendent's automobile in performance of her duties in the amount of TWO HUNDRED DOLLARS (\$200.00) per month.

15. IT IS FURTHER AGREED AND UNDERSTOOD that the Board of Education will provide the Superintendent with a technology allowance of TWO HUNDRED DOLLARS (\$200.00) per month to cover the cost of technological devices for use in her employment such as internet equipped telephone, laptop, or other computer devices.

16. IT IS FURTHER AGREED AND UNDERSTOOD that the Board shall devote a portion or all of one meeting during each twelve (12) months of employment to a discussion of the working relationship between the Superintendent and the Board. In addition to the forgoing, the Board of Education shall provide to the Superintendent a written evaluation at least once each year no later than that last regular meeting of the Board of Education in April in a manner and form mutually agreed upon between the

Board and the Superintendent. Failure to provide said evaluation shall be deemed a statement by the Board of Education that the Superintendent's service has been satisfactory for that period of time.

17. IT IS FURTHER AGREED AND UNDERSTOOD that the Superintendent shall receive annually ten (10) working days for vacation exclusive of legal holidays. The unused days will be subject to a sixty (60) day accumulation. Annually, she may return up to thirty (30) unused vacation days from annual credit of paid vacation days, paid at her then per diem rate. Upon retirement or termination, the Superintendent shall be paid the remaining balance of all unused vacation days from the accumulated bank at her then per diem rate.

18. IT IS FURTHER AGREED AND UNDERSTOOD that the Board shall provide the Superintendent, in addition to her base salary, a tax-deferred annuity program of her choosing, as provided under the Internal Revenue Code, in an amount of SIX THOUSAND DOLLARS (\$6,000) per year.

19. IT IS FURTHER AGREED AND UNDERSTOOD that, in addition to her base salary, the Superintendent shall receive the same compensation as other administrators in the School District for each additional semester hour of graduate credit beyond the Masters Degree.

20. IT IS FURTHER AGREED AND UNDERSTOOD that the Superintendent, the Board and the School District intend that all items of remuneration listed in this contract of employment will be treated as "compensation" under the Michigan Public School Employees Retirement Act and will be included in the Superintendent's Final Average Compensation. To effectuate that intent, the Board and the School District will

provide the Superintendent with legal counsel, reasonably satisfactory to her, or reimburse the Superintendent's reasonable legal expenses, in the event any such item, or items of remuneration is/are not so treated and the Superintendent chooses to challenge that decision, administratively, in court or by appeal. Said representation shall continue until and through the exhaustion of all appeal rights by the Superintendent.

21. IT IS FURTHER AGREED AND UNDERSTOOD that the Superintendent shall attend appropriate professional meetings at the local, state, and national level and the expenses for attending said meetings are to be paid by the School District. Attendance at professional meetings at the national level shall be with the prior approval of the Board.

22. IT IS FURTHER AGREED AND UNDERSTOOD that the Superintendent will receive Board paid insurance coverage and other fringe benefits as are comparable and provided by the Board of Education for other administrators in the School District in every respect, including termination benefits and retirement provisions.

23. IT IS FURTHER AGREED AND UNDERSTOOD that failure to notify the Superintendent in writing no later than ninety (90) days prior to the termination of the contract of the Board's intention not to renew this contract will automatically result in a one-year extension of the existing contract in accordance with MCLA 380.1129.

24. IT IS FURTHER AGREED AND UNDERSTOOD that the following professional indemnification benefits shall be provided to the Superintendent:

A. **Hold Harmless**. The District agrees that, to the extent it can legally do so, it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings at law or

in equity (specifically excluding, however, any demands, claims, suits, actions, or legal proceedings brought against the Superintendent by or on behalf of the District, in any criminal proceedings brought against the Superintendent), in her individual capacity or in her official capacity as agent and employee of the District, provided the incident giving rise to the claim arose while the Superintendent was acting in good faith and within the scope of her employment and not willfully or wantonly, and provided further that the Superintendent was not acting contrary to Board policies, procedures or regulations. The District may at the Board's option provide a policy of insurance to meet its obligations under this Contract and the parties hereby agree that such coverage shall be in full satisfaction of the Board's obligations herein.

B. Provision of a Defense. The obligations of the District pursuant to this Section shall be conditioned on (a) prompt notification to the District by the Superintendent of any threatened or reasonably contemplated claim; (b) full cooperation by the Superintendent with the District and legal counsel (who shall be selected in the sole discretion of the Board of Education or, in the event this defense and indemnity obligation is satisfied through provision of a policy of insurance, counsel appointed by said carrier) in defending the claim; and (c) the Superintendent not compromising, settling, negotiating, or otherwise similarly dealing with the claim without the express consent of the Board of Education.

C. Reimbursement. In the event the District has provided a defense pursuant to this Section, and a court or other decision making body having jurisdiction over the matter determines that the act or omission of the Superintendent did not occur during the performance of her duties hereunder and

within the scope of her employment or that the act or omission was willful or wanton or not in good faith, the Superintendent shall reimburse the District for all costs of such defense and indemnity actually incurred by the District.

D. **No Individual Liability.** In no event shall individual Board members be individually or collectively liable or responsible to the Superintendent for defending or indemnifying the Superintendent against such demands, claims, suits, actions, and legal proceedings.

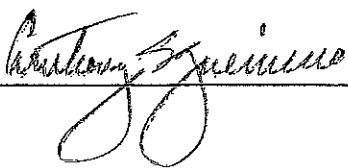
25. IT IS FURTHER AGREED AND UNDERSTOOD that the Superintendent shall fulfill all aspects of this contract, any exceptions hereto being by mutual consent of the Board and of the Superintendent. Failure to fulfill the obligations agreed to in this contract may, in the discretion of the Board, be reported by the Board to the appropriate State Association of School Administrators and State Educational Authorities.

26. IT IS FURTHER AGREED that this contract constitutes and expresses the entire agreement of the parties herein and all promises, representations, and understandings relative thereto being herein merged.

Dated this 8th day of July, 2010.

WITNESSETH:

WESTWOOD COMMUNITY SCHOOL DISTRICT



By: 
Board President *RODERICK MEANS*

By: *Cheryl Bell*
Board Secretary *CHERYL BELL*

 *7/8/10*
Sue C. Carnell, Superintendent

THE END