

SUPERINTENDENT'S EMPLOYMENT AGREEMENT

The Board of Education of the Woodhaven-Brownstown School District (“the Board”) wishes to employ Mark Greathead (“the Superintendent”) to serve as the Superintendent of Schools of the Woodhaven-Brownstown School District (“the District”).

The Superintendent wishes to serve the Board and the District according to the following terms and conditions.

1. **Term:** The District will employ the Superintendent through June 30, 2016. Should the Board desire not to renew this Agreement; the Board will give the Superintendent notice of its decision at least 90 days before the expiration date; otherwise, this Agreement will automatically renew for one more year in accordance with applicable law.

2. **Tenure:** The Superintendent will not have or acquire tenure as Superintendent of Schools or in any other administrative or assigned capacity. The District’s failure to continue the Superintendent's employment after the term of this Agreement, or re-employ him in any other capacity, will not be considered a breach of this Agreement.

3. **Qualifications:** The Superintendent represents and warrants he meets, and will continue to meet, at least the minimum qualifications and certifications required by the State of Michigan to serve as the District’s Superintendent of Schools.

4. **Duties:** The Superintendent represents and warrants that he is able, and will continue to be able, to serve as the District’s Superintendent of Schools in a competent and professional manner in compliance with applicable laws, policies and regulations adopted by the Board, and as otherwise directed by the Board. The Superintendent shall perform his duties over the full fifty-two (52) weeks of the School District’s fiscal year (July 1 to June 30), less applicable vacation, leave, and holidays. The Superintendent shall be expected to attend meetings of the Board and its committees, unless excused by the Board’s President, and to attend and participate in School District functions and, on occasion, other civic activities related to the School District’s interests within the community. Among his other duties, the Superintendent shall prepare the agendas for each Board of Education meeting in consultation with the President of the Board or his or her delegate, and forward same to each member of the Board, along with his recommendations and supporting documentation on each agenda item prior to the meeting. The Superintendent will report to the Board information which would, or might, affect or be relevant to the business of the School District. The Board collectively and individually shall refer promptly all criticism, complaints and suggestions called to their attention relating to the School District to the Superintendent for study and recommendation.

5. **Salary:** The Superintendent’s salary for the 2011-12 school year will be \$132,500, paid in equal installments over the course of the school year. The Superintendent’s salary for the remaining year(s) of this Agreement is subject to re-negotiation, but shall be no less than the amount established for the 2011-12 school year, unless the District’s declining financial situation results in a general salary/wage decrease to other District employees, in which case the Superintendent’s salary shall be similarly reduced.

6. **Fringe Benefits:** The Superintendent will receive the following fringe benefits:
- A. The District will reimburse the Superintendent for the reasonable cost of an annual medical examination to the extent not covered by insurance.
 - B. The District will assume the costs of employer contributions to the Michigan Public School Employees Retirement System as required by law.
 - C. The Superintendent may take up to 25 vacation days per school year, exclusive of legal holidays, subject to prior notice to the Board President or designee. The Superintendent may not carry over unused vacation days from one school year to another.
 - D. The District will provide the Superintendent the same insurance benefits provided to other central office administrators employed by the District during the term of this Agreement, and the Superintendent shall contribute to the cost of such insurance benefits on the same basis as required of other central office administrators as determined by the Board of Education. In addition, the District will provide: a term life insurance policy, payable to his designated beneficiary, in an amount equal to three times his annual salary; and, the disability benefit described in Paragraph 7.
 - E. The District will provide the Superintendent with reasonable paid leave of absence for non-disabling sickness or accident, personal business and bereavement, subject to prior notice to and approval by the Board President or designee.

7. **Disability Benefit:** The District will provide the Superintendent with the following salary continuation if he suffers a physical or mental impairment that prevents him from performing the essential functions of his job, regardless of whether his employment is terminated: 100% of salary for the first 90 calendar days; 75% of salary for the next 90 calendar days; 66-2/3% of salary for the next 180 days; and no salary or other compensation thereafter. The District may or may not purchase insurance to cover its obligation to pay this disability benefit. This paragraph does not affect the Superintendent eligibility for any long-term disability benefit available under paragraph 6. D. of this Agreement

8. **Professional Development:** The District will support the Superintendent's professional development by reimbursing him for membership charges for professional organizations proposed by the Superintendent and approved by the Board. Additionally, the Board may, upon request, pay the Superintendent's reasonable expenses for attending appropriate professional activities and conferences.

9. **Expenses:** The District will reimburse the Superintendent for reasonable and necessary expenses incurred on District business, including mileage reimbursement at the applicable IRS rate for all mileage driven outside of the District for the purpose of conducting

District business. The Superintendent will submit itemized expense statements, on a monthly basis, to the Board, which shall be approved by the Board President or designee for payment.

10. **Other Work and Interests:** The Superintendent may not accept other employment or work, or acquire interests, that may interfere with his ability to execute his duties under this Agreement, except with prior notice to and approval by the Board.

11. **Evaluation:** The Board will evaluate the Superintendent's performance, in writing, in accordance with applicable Board Policy. The Superintendent will notify the Board in writing approximately 60 days before the date set by Board Policy for completing the Superintendent's performance evaluation. The Board and the Superintendent will meet to establish criteria for the Superintendent's evaluation by October 1, 2011. If they are unable to establish mutually agreeable criteria, the Board may unilaterally establish the criteria. Consistent with the requirements of Race-to-the-Top legislation, the Board and Superintendent shall also establish criteria for job performance and job accomplishments as a significant factor in determining compensation and additional compensation in accordance with guidelines promulgated by the Michigan Department of Education that may be applicable. The Superintendent may, within 14 days from receiving the Board's written evaluation, submit a written comment or rebuttal. The Board, or a committee thereof, and the Superintendent shall also meet quarterly at mutually agreeable times to review the Superintendent's ongoing performance and progress.

12. **Indemnification:** The District will indemnify and hold harmless the Superintendent from and against all claims made by any other person arising from actions taken or decisions made within the scope of his employment. The Superintendent will immediately notify the Board of any act, omission or claim that may lead to a request for indemnification under this Agreement. The Board and the District have the right to conduct the defense of any such claim and the Superintendent will fully cooperate with the Board and the District in the defense.

13. **Termination:** The Superintendent may terminate this Agreement during its term by providing the Board at least 60 days advance written notice. The Board shall be entitled to terminate the Superintendent's employment at any time during the term of this Agreement for just cause. The Board may terminate this Agreement without further obligation or liability to the Superintendent for salary, remuneration or fringe benefits, if the Superintendent commits one or more acts of moral turpitude, misconduct, dishonesty, fraud, insubordination or incompetence, if the Superintendent materially breaches the terms and conditions of the agreement, or if the Superintendent commits acts otherwise constituting just cause for discharge. "Just cause" shall specifically include, but not be limited to, conviction for offenses involving impairment or illegal possession related to drugs or alcohol. The "just-cause" standard for termination of this Agreement during its term shall not apply to non-renewal of this agreement, which is at the Board's discretion.

14. **Arbitration:** The Superintendent and the District agree that any and all claims arising from, or relating to, the Superintendent's employment with the District or this Agreement will be subject to final and binding arbitration according to the American Arbitration

Association's National Rules for the Resolution of Employment Disputes. The Superintendent 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 Superintendent 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.

15. **Limitations of Actions:** The Superintendent and the District agree that any civil action or demand for arbitration must be filed no later than 180 calendar days from the date on which the claim or cause of action upon which it is based accrued or no later than 180 days from the termination of the Superintendent's employment, whichever is sooner. The District and the Superintendent waive any longer limitations period, but agree to be bound by any shorter limitations period.

16. **Waiver of Breach:** The Board and the District will not waive any breach of any provision of this Agreement except in writing. Such a waiver will not waive future breaches.

17. **Severability:** If any provision of this Agreement is prohibited by the laws of the United States or the State of Michigan, that provision will be unenforceable without invalidating the remaining provisions of this Agreement.

18. **Entire Agreement:** This Agreement is the parties' entire agreement and supersedes any other prior or contemporaneous agreement, written or verbal. The Agreement may not be modified or rescinded except by another written agreement, approved by the Board in a public meeting, and signed by both the parties.

SUPERINTENDENT

BOARD OF EDUCATION OF THE
WOODHAVEN - BROWNSTOWN
SCHOOL DISTRICT

Mark Greathead

By: _____
Shawn M. MacDonell, Its President

Date: _____

Date: _____

By: _____
Amy Zadorozny, Its Secretary

Date: _____