

ALPENA PUBLIC SCHOOLS
2373 Gordon Road
Alpena, Michigan 49707

**CONTRACT OF EMPLOYMENT FOR THE SUPERINTENDENT
OF SCHOOLS**

It is hereby agreed by and between the Board of Education of Alpena Public Schools (hereinafter "the Board" and/or "the District") and David E. Rabbideau (hereinafter "the Superintendent") that pursuant to Section 1229(1) of the Revised School Code, the Board in accordance with its action found in the minutes of its meeting held on the 18th day of December 2023 does hereby employ David E. Rabbideau as Superintendent of its schools for the term of three (3) years beginning on December 18, 2023 to June 30, 2026.

Terms and conditions of this Contract as described and set forth herein as follows:

1.) QUALIFICATIONS AND EXPECTATIONS

1) Qualifications. The Superintendent represents that he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Michigan Department of Education, and those required by the Board to serve in the position assigned. Additionally, the Superintendent agrees, as a condition of his continued employment, to meet all continuing education requirements for the position assigned, as are and may be required by law and/or by the Michigan State Board of Education. If at any time the Superintendent fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

2) Duties. The Superintendent shall perform the duties of the Superintendent as required by law and as prescribed by the Board and as may be established, modified, and/or amended from time to time by the Board. The Superintendent acknowledges the ultimate authority of the Board with respect to his responsibilities and directions related thereto. The superintendent agrees to faithfully perform those duties and to diligently implement the Board's policies and education programs. The Superintendent is subject to assignment and transfer to another administrative position of employment in the District at the Board's discretion with just cause.

3) Performance. The Superintendent agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Superintendent agrees to faithfully perform those duties assigned by the Board and to comply with

the directives of the Board with respect thereto. Further, the Superintendent agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board to carry out the educational programs and policies of the District during the entire term of this Contract. The Superintendent agrees to devote substantially all of his business time, attention and services to the diligent, faithful and competent discharge of his duties on behalf of the District to enhance the operation of the District and agrees to use his best efforts to maintain and improve the quality of the programs and services of the District.

4) Outside Activities. The Superintendent may serve as a consultant to other Districts or other educational agencies or associations, lecture, engage in writing activities and speaking engagements, and engage in other activities which are of short-term duration at his discretion, keeping the president of the Board informed so long as such activities do not interfere with his express or implied employment duties. When such activities occur during normal business days, the Superintendent agrees to use vacation days or take days with no compensation, subject to the approval of the Board president, computed on a per diem basis on a 261-day calendar. In no case will the District be responsible for any expense attendant to the performance of outside activities.

5) Authority. The Superintendent shall serve as chief executive officer and chief administrative officer of the Board. The Superintendent shall have complete freedom to organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, which in his judgment best serves the District. The responsibility for selection, placement, and transfer of personnel shall be vested in the Superintendent subject to approval by the Board. The Board, individually and collectively, shall refer all criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendation.

6) Board Meetings. The Superintendent or his designee shall have the right to and shall attend all meetings of the Board and all Board committee meetings, both open and closed, and may participate in the deliberations of the Board at all such meetings, with the exception of those closed meetings of the Board involving the Superintendent's evaluation, consideration of the terms of the Superintendent employment as set forth in this Contract, and/or when the Board is acting as a tribunal.

7) Professional Development. The Board recognizes that high-performing Superintendents continue to learn and develop their leadership practices, technical processes and knowledge in order to meet the complex demands of their jobs. In addition, the Board recognizes that Michigan law requires administrators to be certified, and encourages exemplary professional practice in the superintendency by making provision for specialty and enhanced endorsement to that certification. Subject to prior Board approval, the District will pay for the membership, registration fees, travel (airplane or train), lodging and/or reasonable meal expenses for himself in relation thereto not prepaid by the Board to carry out the goals of the Superintendent's professional leadership development plan per year. Fees or dues for membership in the Michigan Association of School Administrators (MASA), American Association of School Administrators (AASA), Michigan School Business Officials (MSBO), and one local service organization in which he may elect to join shall be paid by the Board unless waived by the Superintendent. Out of pocket and/or incidental costs associated with such membership shall be the responsibility of the Superintendent. Reimbursement

employment Contract shall be extended for an additional year. For each year the Superintendent is rated either effective or highly effective, the Superintendent will be paid 0.75% of the base salary in a lump sum on or before June 30th of each year. The Merit Pay in Step 5 and subsequent steps of the Superintendent Salary Schedule (See Amendment 1) will increase to 1.00% of base salary and be paid in a lump sum on or before June 30th of each year.

CALENDAR

10) Vacation. The Superintendent is employed on the basis of fifty-two (52) weeks of work per Contract/fiscal year (July 1 through June 30) as scheduled by the Board.

a. The Superintendent shall be granted vacation time of twenty-two (22) days per fiscal year.

b.. Vacation days must be used within the Contract/fiscal year for which they are made available and the Superintendent shall not receive any additional compensation in lieu of use of vacation days. However, the Superintendent will be permitted to carry over a maximum of five (5) unused vacation days into the next Contract/fiscal year. Any vacation days which are carried over pursuant to the preceding sentence must be used in the immediately ensuing Contract/fiscal year or will be forfeited.

c. The Superintendent shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the District.

All scheduling of vacation of (5) or more consecutive days is subject to the approval of the Board president.

11) Holidays. The Superintendent is entitled to the scheduled holidays as reflected in the administrative work schedule for which no service to the District is required. The Board has the sole discretion in establishing and adjusting the work schedule as circumstances dictate.

ABSENCES AND LEAVES

The Superintendent is entitled to:

12) a. Personal Illness Absence: If the Superintendent is absent from duty on account of personal illness or disability, he shall be allowed full pay for a total of 15 days per Contract/fiscal year.

i. Prior to returning to work following a medical leave exceeding three days, written authorization from the Superintendent's healthcare provider is required. A medical statement or certification may be required of the Superintendent in case of suspected abuse of the sick leave provision at the discretion of the Board president.

ii. Unused sick leave days hereunder shall be cumulative to a maximum of 185 days for absence due to personal illness or disability of the Superintendent. In Steps 1-4 of the superintendent salary scale accumulated and unused sick leave days shall not be paid at retirement or termination, and may not be used to extend employment beyond days worked. In steps 5 and beyond of the Superintendent Salary Schedule (Amendment 1), unused sick leave days, up to a total of 180 days, shall be paid at retirement or termination using the following calculation: Current Base Salary Divided by Number of Days Scheduled to Work (261) multiplied by 0.40 multiplied by the number of unused sick leave days. For illustration: If the superintendent is retiring or being terminated and has 45 unused sick leave days in

shall be in accordance with the per diem expense and reimbursement procedures established by the Board and shall not exceed the annual budget line item for the Superintendent's professional development.

II.) CONDITIONS OF EMPLOYMENT

8) Performance Evaluation. The Board of Education shall evaluate the Superintendent annually or biennially in alignment with MCL 380.1249b(lj) using the Michigan Association of School Boards Superintendent Evaluation tool. If the Superintendent receives a highly effective or effective evaluation for three years in a row, he will receive a biennial evaluation in alignment with state law.

a. The Superintendent's performance shall be evaluated by the Board annually, not later than December 22 of each calendar year. The Superintendent's performance shall be evaluated in writing by the Board or a committee appointed by the Board of Education.

b. The Superintendent's evaluation is an ongoing process, and following a public explanation of the plan, he will meet with the Board at four key points during the evaluation year (March [informally], June [formally], September [informally], and December [formal evaluation]). The Superintendent shall provide periodic written updates to the Board, no less than quarterly.

c. No later than the regular November meeting of the Board, the Superintendent will provide to the trustees a comprehensive portfolio of artifacts that serve as evidence of his efforts and accomplishments during the year.

D. Appeal Process: The Superintendent shall be evaluated in accordance with the Revised School Code, Act 451 of 1976, as amended. The Superintendent may appeal the evaluation process and rating received to the Board of Education. The appeal must be submitted in writing to the Board President within 30 calendar days after the Superintendent is informed of the rating. Within 15 days after the appeal is submitted, the Board of Education shall provide the Superintendent with written notice that a hearing shall be scheduled, in closed or open session at the election of the Superintendent, to consider the appeal and for the Superintendent to present witnesses, information, and evidence. The hearing shall be scheduled for a date mutually acceptable to the Board and Superintendent within 45 days after the appeal is submitted unless extended by mutual agreement. The Superintendent may be represented by counsel at the hearing at their own expense. If the hearing does not resolve the matter, the Superintendent may request binding arbitration by filing a demand for arbitration with the American Arbitration Association within 30 calendar days after the hearing, or within 45 days after the appeal if no hearing is held. The arbitration is subject to the Michigan Uniform Arbitration Act, MCL 691.1681, et seq., as amended. The arbitrator shall be selected through the procedures of the American Arbitration Association, Employment Arbitration Rules. The arbitrator shall have authority to issue any appropriate remedy, and the decision of the arbitrator shall be enforceable by any court of competent jurisdiction.

9) Merit Pay. If the Superintendent is rated as being effective or highly effective, the term of this

Step 6 of the Superintendent Salary Schedule in Amendment 1, the rate to pay out the days would be calculated as follows: \$174,988.80 (Base Salary Step 6) Divided by 261 (Days scheduled to work) = 670.45517 (Daily Rate). 670.45517 (Daily Rate) multiplied by 0.40 = 268.18206 multiplied by 45 (Unused Sick Leave Days being paid out) = \$12,068.192. Payment of unused sick leave days will be made to a non-elective tax-deferred annuity (403b) selected by the Superintendent from those annuities made available through the Board or through a third party that the Board has designated for purposes of 403(b) compliance. Payment for unused sick leave days will be paid in a lump sum on or before June 30th of the year the superintendent retires or is terminated.

b. Bereavement Absence: The Superintendent may take a leave due to the death of a member of the immediate family or of a relative with whom the Superintendent resides at the time of the relative's death - not to exceed five (5) days per occurrence. Board may grant additional bereavement leave days, which will be deducted from sick leave days. "Immediate Family" is defined to include the spouse, children or step-children, parents, parents-in-law or step-parents, brothers or stepbrothers, sisters or step-sisters, grandparents or grandchildren, sons-in-law, daughters in-law, of the Superintendent and/or spouse. It also includes brothers-in-law, and sisters-in-law of the Superintendent as well as an individual living with the Superintendent on a non-commercial basis, or an individual for whom the Superintendent is legal guardian.

c. Emergency Family Illness Absence: The Superintendent may take a leave because of an emergency illness of a member of the immediate family. Emergency illness absence days will be deducted from sick leave days. "Immediate Family" is defined to include the spouse, children or step-children, parents, parents-in-law or step-parents, brothers or stepbrothers, sisters or step-sisters, grandparents or grandchildren, sons-in-law, daughters in-law, of the Superintendent and/or spouse. It also includes brothers-in-law, and sisters-in-law of the Superintendent as well as an individual living with the Superintendent on a non-commercial basis, or an individual for whom the Superintendent is legal guardian.

d. Jury Duty Absence or Subpoena/Court Appearance Leave: If the Superintendent is required to serve jury duty or be absent because of a subpoena/court appearance (if the subpoena is in the line of public service and not a result of the Superintendent's being a party to any criminal or civil legal proceeding, or being called as a witness in any civil proceeding not related to his position as Superintendent), such leave will be granted. Any remuneration, exclusive of mileage reimbursement, the Superintendent receives for such service will be signed over to the District.

13) Disability Leave. In the event of the Superintendent's mental and/or physical incapacity to perform the duties of his office, he shall be granted an initial leave of sixty (60) work days for the purpose of recovery. The Superintendent shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the sixty (60) work day period to be unpaid. Health plan premium payments shall be made on behalf of the Superintendent during this interval to the extent required by law. Upon utilizing leave under this provision, the Superintendent shall furnish medical certification to

the Board (or its designee) respecting the necessity for the leave. This certification from the Superintendent's health care provider shall include:

- a. The date the serious health condition commenced and the health care provider's best medical judgment concerning the probable duration of the condition and prognosis for recovery.
- b. Diagnosis of the serious health condition.
- c. A brief statement of the regimen of treatment.
- d. An indication of whether or not the Superintendent is able to perform the essential functions of his position, with or without reasonable accommodation. If the Board (or designee) has reason to doubt the validity of the medical certification supplied by Superintendent, it may require a second opinion, at Board expense.

14) Leave Extension. The Superintendent may request a ninety (90) work day leave extension in the event of his physical and/or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is a verified prognosis that the Superintendent will be able to resume his duties at the conclusion of the extended leave interval. The Superintendent shall first exhaust any remaining accumulated sick leave, with the balance of the ninety (90) work day period to be unpaid.

15) Medical Certification. Medical certification shall be supplied by the Superintendent as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board. If the Superintendent is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), his employment and this Contract may be terminated at the option of the Board. However, no such termination shall occur where restoration after leave is required by the Family and Medical Leave Act. Prior to resumption of duty after an unpaid leave of absence for a serious health condition, the Superintendent shall provide to the Board a fitness for duty certification from the Superintendent's health care provider. A second opinion may be required by the Board, at its expense, unless the securing of the second opinion in this context is precluded by the Family and Medical Leave Act. The parties agree that the Superintendent's position is a "key employee" position as prescribed by the Family and Medical Leave Act.

III.) COMPENSATION and BENEFITS

16) Compensation.

a. In consideration of his performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board, the District will pay the Superintendent an annual (12-month) base salary of \$152,441.12 (Step 1 of the Superintendent Salary Schedule) (Amendment 1). Compensation for the superintendent is determined by the Superintendent Salary Schedule (Amendment 1). The Board retains the right to adjust the Superintendent's annual salary during the term of this Contract. Any such salary adjustment shall not reduce the annual salary below the minimum annual salary described above. Any salary adjustment made during the term of this Contract shall be in the form of a written amendment and, when

examination under this section shall be at Board expense. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential to the extent required by applicable law.

21) Insurance. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder, or third-party administrator, the Board shall make premium payments on behalf of the Superintendent and his eligible dependents for the following insurance programs:

a. Health: The Board shall pay the premium for medical insurance benefits in accordance with the limitations of the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. The Superintendent shall pay, through payroll deduction, any benefit plan costs that exceed that amount.

b. Dental/Vision: The Board shall pay the full premium for the purchase of dental and vision insurance.

c. Term Life: The Board shall pay the full premium for the purchase of term life insurance with accidental death and dismemberment benefits, in an amount (to the nearest thousand dollars) equal to the Superintendent's annual salary to the next multiple of \$5000 (maximum of \$150,000) double indemnity. Upon retirement the Superintendent shall have the option of carrying a portion of life insurance at group rates where possible at no extra cost to the District by paying his own premium, provided this is permitted by the insurance carrier.

d. Long-Term Disability: The Board shall pay the full premium for the purchase of long-term disability insurance for the Superintendent only.

22) Insurance Contracts. The Board reserves the right to change the identity of the insurance carrier or policyholder for any of the above coverage, provided that comparable coverage, as determined by the Board, is maintained during the term of this Agreement. The Board shall not be required to remit premiums for any insurance coverage for the Superintendent and his eligible dependents if enrollment or coverage is denied by the insurance underwriter or policyholder. The terms of any Contract or policy issued by any insurance company 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 Board, by remitting the premium payments required to provide the above-described insurance coverage(s), shall be relieved from all liability with respect to insurance benefits.

23) Purchasing Card. The Superintendent shall be provided with a school-sponsored purchasing card and shall use it to pay for all legitimate expenses incurred by the Superintendent which do not require a purchase order under Board Policy and Administrative Guidelines in the continuing performance of the Superintendent's duties under this Contract. The need for reimbursement of items purchased by the Superintendent shall be kept to an absolute minimum. The Superintendent shall comply with all policies, procedures, and documentation requirements in accordance with Board policies and established procedures which shall be subject to review by the district's independent auditors and the Board president upon request.

executed by the Superintendent and the Board, shall become a part of this Contract.

b. The superintendent shall receive an annual allowance for expenses in the amount of \$2,000. This expense allowance shall be considered as additional compensation.

c. The Board recognizes that the Superintendent must be able to travel throughout the geographic area of Alpena Public Schools in order to successfully fulfill his duties. The Superintendent shall be paid a mileage allowance of \$3,000 annually. This mileage allowance shall be considered as additional compensation.

17) Annuity. The Superintendent shall receive as part of his compensation for service under this Contract, a payment equal to 4% of base salary toward a non-elective tax deferred annuity (403b) selected by the Superintendent from those annuities made available through the Board or through a third party that the Board has designated for purposes of 403(b) compliance. The Board-paid annuities will be paid in a lump sum on or before June 30th of each year. In Step 2, Step 3, and Step 4 of the Superintendent Salary Schedule (Amendment 1) the annuity payment will be 5% of base salary of the current Salary Step. In Step 6 of the Superintendent Salary Schedule (Amendment 1) and beyond, the annuity payment will be 6% of the base salary in the current Salary Step. The Superintendent may contribute additional dollars to this plan provided the combined contributions do not exceed the applicable salary deferral limitation established under the Internal Revenue Code.

18) Advanced Degree. In recognition of completing the requirements for a Doctorate in Educational Leadership, the Superintendent shall receive a payment equal to 3% of base salary, to begin once Doctorate requirements have been fully met and continuing annually. This shall be considered as additional compensation. This will be paid lump sum before June 30th, 2023, subsequent years will be spread over fiscal payrolls. The Superintendent shall not be eligible for tuition reimbursement.

19) Salary Payment. The annual (12-month) salary shall be paid in equal bi-weekly installments beginning with the commencement of the Contract year (December 19, 2023 to June 30, 2026) prorated to the first work day in year one on a per diem basis using 261-days. The Superintendent will be paid through direct deposit.

20) Medical Examination. Acknowledging that the Superintendent's physical and mental health may affect his ability to perform the essential job functions of this position, the Superintendent shall submit to such medical examinations, supply medical information, and execute documents as may be required by any underwriter, policyholder or third party administrator (TPA) providing insurance programs specified under this Contract. The Superintendent agrees that the term "medical examination" includes but is not limited to physical examinations and psychological examinations. Additionally, upon request of the Board, the Superintendent shall authorize the release of medical information necessary to determine if the Superintendent is capable of performing the essential job functions required by his assignment, with or without reasonable job accommodation(s). The examining physician is to provide a written statement certifying the Superintendent's fitness for duty. Any physical or mental examination or disclosure of such information required of Superintendent by the Board shall be job related and consistent with business necessity. Any medical or psychological

28) The Board will take official action on or before December 22, determining whether or not this Contract is extended for an additional year and will notify the Superintendent of its action in writing. If no action is taken by the Board, the Contract shall be deemed to have been renewed for an additional year, under the same terms as in effect the previous year.

VI.) DISPUTE RESOLUTION

29) Arbitration. In the event of any dispute between the parties relating to discharge of the 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 National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association. Arbitration under this provision shall be conducted pursuant to the terms of the Michigan Arbitration Act, MCLA 600.5001 et seq and MCR 3.602.

a. The parties intend that this process of dispute resolution shall be inclusive of all Contract and statutory claims advanced by the Superintendent arising from the Superintendent's discharge during the term of this Contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. However, this agreement to arbitrate does not restrict the Superintendent from filing a claim or charge with any state or federal District (such as the Equal Employment Opportunity Commission or the Michigan Department of Civil Rights), and does not apply to any claims for unemployment compensation or workers' compensation which may be brought by the Superintendent. Instead, this agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings.

b. This agreement to arbitrate means that the Superintendent is waiving his right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, the Superintendent shall have the right to representation by counsel of his choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery and the right to a fair hearing. However, the Superintendent, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.

c. The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and Superintendent, subject to the right of either party to seek to tax such fees as costs against the other party.

d. Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within one hundred eighty (180) days of the effective date of Superintendent's discharge during the term of this Contract. The Decision and Award of the arbitrator shall be final and binding and judgment thereon may be entered in the Circuit Court for the 26th Judicial Circuit of Michigan (Alpena County).

30) Limitations. The Superintendent agrees that any claim or suit arising out of Superintendent's employment with the Board must be filed no more than six (6) months after the date of the employment action that is the subject of the claim or suit. The Superintendent understands that the statute of limitations for claims arising out of an employment action may be longer than six (6) months, but agrees to be bound by the six (6) month period of limitation set forth herein and waives

24) Reimbursement. The Superintendent shall be eligible to be reimbursed for out-of-district travel, meals, and lodging in accordance with per diem expense and reimbursement standards, limitations, and procedures established by the Board. The Superintendent shall be required to present an itemized account of his reasonable and necessary expenses in accordance with the direction of the Board or its designee.

25) District Vehicle Use. The Board and Superintendent agree that the Superintendent may use district-owned vehicles on school business when such vehicles are available. The Superintendent is hereby authorized to make use of the District's Fleet card or purchasing card for the purposes of fueling the district-owned vehicles for school business. The District's vehicles shall not be used for personal travel or commuting. It is understood that neither fleet nor purchasing cards are to be used to fuel personal vehicles.

IV.) LEGAL MATTERS

26) Errors and Omissions Insurance. The Board shall pay the premium amount for errors and omissions insurance coverage for the Superintendent while engaged in the performance of a governmental function and while the Superintendent is acting within the scope of his authority. The policy for this coverage shall not be less than two million dollars (\$2,000,000).

a. The terms of the errors and omissions insurance policy shall control the Superintendent's defense and indemnity. The Board's sole obligation shall be limited to the payment for the above errors and omissions coverage.

b. If such insurance coverage cannot be purchased in the above amounts or at a reasonable premium rate, the Board shall have the right to discontinue such coverage and shall notify the Superintendent. In that event, the Board agrees on a case-by-case basis to consider providing legal defense or indemnification to the Superintendent as authorized under MCL 691.1408 and MCL 380.11a(3)(d).

27) Entire Agreement. This Contract contains the entire agreement and understanding by and between the Board and the 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 the employment of the Superintendent by the Board, are hereby terminated and shall hereafter be of no force or effect whatsoever. Provided, that this Contract is voidable pursuant to the provisions of the Revised School Code pertaining to criminal records checks. No amendment to or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board and reflected in its minutes, and signed by the Superintendent and the president and vice president of 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.

V.) EXTENSION OF CONTRACT

any statute of limitations to the contrary. Should a court of competent jurisdiction determine that this provision allows an unreasonably short period of time to commence a lawsuit, it is the intent of the parties that the court enforce this provision to the extent possible and declare the law suit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.

VII.) TERMINATION OF CONTRACT

31) This Contract shall be terminated upon the retirement, resignation or death of the Superintendent. The Superintendent shall give ninety (90) days written notice of his resignation and his Contract amount shall be prorated accordingly for any resultant short Contract year.

32) Termination by Board.

The decision whether or not to renew or extend this contract is solely within the discretion of the Board of Education. The Superintendent acknowledges that they have no expectation of employment beyond the expiration date established in this contract. However, in the event the Board of Education shall decide not to renew the Superintendent contract it should be for "good and just cause reasons" but not for "not arbitrary and capricious reasons." Prior written notice shall be given to the Superintendent. In the absence of notice for non-renewal and provided that the Superintendent receives an "effective" or "highly effective" rating, or if the Board of Education fails to evaluate the Superintendent within the contract time frame, the contract is automatically extended by one year as to maintain a continuous three year agreement. During years when the Superintendent is not evaluated in alignment with state law MCL.380.1249b(lj) the automatic renewal provision would occur as described above unless the Board of Education provided proper written notification that the contract would not be extended by one year.

If the contract is terminated prematurely, the Superintendent shall be paid their entire total compensation for the remaining days/years of the contract, up to a maximum of three years, unless the termination was for just cause.

The Board is entitled to terminate the Superintendent's employment at any time for good and just cause during the term of the contract.

VIII.) OTHER TERMS

34) Severability. If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Contract shall continue in full force and effect without said provision(s).

35) No Tenure. The Superintendent agrees that he shall not be deemed to be granted continuing tenure in the Superintendent position or in any capacity other than that of a classroom teacher, should the probationary period required for tenure as a teacher be fulfilled, by virtue of this Contract or any employment assignment (requiring certification) with the District. Nor shall the decision of the

Board not to continue or renew the employment of the Superintendent for any subsequent period in any capacity, other than as a classroom teacher, as may be required by the Teachers' Tenure Act, be deemed a breach of this Agreement or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

IX.) SIGNATURES

36) This agreement is executed on behalf of Alpena Public Schools pursuant to the authority granted as contained in the resolution of the Board adopted on June 24, 2024, the same being incorporated herein by reference. IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the day and year first above written.

Date: 6/24/24



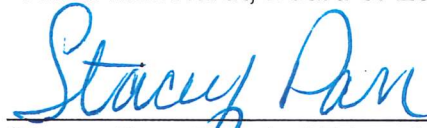
David E. Rabbideau, Superintendent

Date: 6/24/24




Anna Meinhardt, Board of Education President

Date: 6/28/24



Stacey Parr, Board of Education Vice President

Date: 6/24/24



Eric Lawson, Board of Education Treasurer

Amendment 1
to
Employment Agreement

This Amendment to Employment Agreement ("Amendment 1") is made effective this 24th day of June 2024, between the BOARD OF EDUCATION ("Board of Education") of Alpena Public Schools, a general powers school district (the "District") and David E. Rabbideau, Ph.D. (the Superintendent).

The superintendent's annual base salary compensation shall be determined by the following Superintendent Salary Schedule. Beginning July 1, 2024, the superintendent shall be placed on Step 1 of the Superintendent Salary Schedule. Annually, the Superintendent shall advance one Salary Schedule Step and his compensation will be adjusted to match the corresponding base salary.

Superintendent Salary Schedule				
Contract Days 261	(Step 0)	(Step 1)	(Step 2)	(Step 3)
	\$146,578.00	\$152,441.12	\$157,014.35	\$160,154.64
	(Step 4)	(Step 5)	(Step 6)	(Step 7)
	\$166,560.83	\$171,557.65	\$174,988.80	\$181,988.36
	(Step 8)	(Step 9)		
	\$187,448.01	\$191,196.97		

