

ATHERTON COMMUNITY SCHOOLS
SUPERINTENDENT'S CONTRACT

This Agreement made and entered into this 1st day of August, 2010 (the "Agreement"), between The Board of Education (the "Board") of the Atherton Community School District (the "District"), a governmental entity organized and existing under the laws of the State of Michigan and John Ploof, (the "Administrator") as follows:

1. The District hereby employs the Administrator and the Administrator hereby accepts employment for the period of two (2) years: August 1, 2010 through June 30, 2012.
2. The Administrator is hereby assigned for August 1, 2010 through June 30, 2012 in the capacity of Superintendent of Schools. The Administrator shall be subject to assignment and transfer at the discretion of the Board.

As School Superintendent, it shall be the duty of the Administrator to organize, manage, and direct the school system of the said District along such lines and in accordance with such policies as the Board of the District has established, or shall direct and establish in the future. In addition thereto, the Superintendent shall coordinate all existing facets and departments of the school system of the District under such guidelines as are now established or may be established by the Board.

3. The Administrator shall report to the Board at regular intervals and at other times as the Board shall direct concerning the progress of his supervision and direction of system. He shall recommend to the Board the establishment of new and changed policies when in the opinion of the Administrator such recommendations will improve the efficiency of operation of the District or shall provide a better system of public instruction.
4. The Administrator agrees that during the term of this Contract he will perform the duties of his position competently and efficiently and that he will faithfully observe and implement the policies adopted under the rules, regulations, and directives issued by the Board for the governance of the District and implementation of its educational program.
5. The Administrator hereby accepts employment for said term and represents to the District that he is qualified under the laws of the State of Michigan to act as Superintendent of Schools. The Administrator agrees to conform to all provisions of law relative to the qualifications of the Superintendent of Schools and will perform all the duties as required by law during the life of this Agreement. The Administrator agrees to devote his full-time efforts to his duties as Superintendent of Schools except for a four (4) week paid vacation period. It is the intent of the parties that the Administrator shall take his vacation period during times that are least disruptive of the School District and during the year that the vacation is earned. Vacation days must be utilized prior to December 31 following the year they are earned. A contract year is for the duration of July 1 to June 30. The Administrator may choose to be compensated for up to 10 unused vacation days per year at the daily per diem rate. Any vacation days not utilized by December 31 will be lost.

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6. Accreditation standards under the State of Michigan and /or North Central Association, must, if required, be met by this Administrator.
 - a. "The Administrator shall at all times possess a valid Michigan School Administrator Certificate when issued by the State Board of Education or other Certifying Agency. The Board has the right to set administrator certification requirements if the above mentioned certificates are not established or maintained."
 - b. The Atherton Community School District will not be allowed to lose its legally required or district desired accreditation status.

7. At the beginning of each new contract year the Administrator will be credited with twelve (12) days of sick leave; the unused portion of which shall accumulate (unlimited) from year to year. Credited days will be paid at a rate of \$25.00 per day upon retirement or resignation from the district. These leave days may be taken by the Administrator for the following reasons and subject to the following conditions:
 - a. Personal illness or disability: The Administrator may use all or any portion of the leave to recover from the Administrator's own illness or disability. In case of excessive absences, the Board of Education shall have the right to have an examination by an agreed to physician at board expense.
 - b. Death or illness in the immediate family, which includes parents, spouse, parents of spouse, brothers, sisters, children, grandparents and grandchildren. The Administrator will be granted three (3) to five (5) days leave. The Board is to have discretionary authority in unusual cases.
 - c. At the beginning of each new contract year, the Administrator will be credited with five (5) personal business leave days. Personal business leave days are not accumulative as personal business leave days; however, they will not be deducted from accumulated credited sick leave days. At the end of each contract year, the Administrator's unused personal business leave days shall be added to his accumulated credited sick leave days. If this Administrator, after using his five (5) personal business leave days stated above, needs up to three (3) additional personal business leave days due to an emergency or a personal situation that can only be addressed during work time, these additional personal business leave days may be granted by the board president. Any additional personal business leave days used beyond five (5) will be deducted from the Administrator's accumulated credited sick leave days.
 - d. The Superintendent shall be entitled to the following paid holidays: July 4, Labor Day, Thanksgiving, Friday after Thanksgiving, Presidents' Day (2), Good Friday, Memorial Day, Christmas Day, New Year's Day, and 8 additional unscheduled days to be used only during Christmas and Spring Breaks.

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- e. If this Administrator is unable to work because of personal illness or disability and has exhausted all credited sick leave days and any accumulated sick days available, he shall be granted a leave of absence without pay for the duration of such illness or disability up to one (1) year and the leave may be renewed by the board of education each year upon written request by the Administrator.
 - f. If this Administrator is called for jury duty he shall be compensated for the difference between his administrative pay and the pay received for the performance of such obligation
 - g. If the Administrator is subpoenaed to give testimony as a witness on behalf of the District before any judicial or administrative tribunal, or is a participant in mediation, fact-finding or arbitration proceeding, he shall be compensated for the difference between the administrative pay and the pay received for the performance of such obligation. Following completion of employment at Atherton Community Schools, compensation for time spent in preparation for testimony and actual participation in arbitration or legal matters shall be at the rate of \$150.00 per day.
8. The District agrees to pay the Administrator for his services during each year of said contract in twenty-six (26) installments. Compensation for the year August 1, 2010 through June 30, 2011 and July 1, 2011 through June 30, 2012 shall be one hundred fifteen thousand (\$115,000) and will be prorated for August 1, 2010 through June 30, 2011 at the rate of \$105,416.74 and shall be paid in twenty-two (22) installments.

All payments are subject to legal state and federal withholding taxes. Said salaries shall be reviewed annually and are subject to upward revision by agreement of the parties

EXTENSION: This contract may be extended either by option of the Board of Education or by operation of law as follows:

- a. **BOARD OPTION:** The Board of Education, no later than the 30th day of March of each year during the term of this contract, may extend the contract for an additional one year period. In exercising this option, the Board of Education also may establish the annual salary to be paid to this Administrator for the school year included in the extension. All other terms and conditions of this contract shall remain unchanged unless determined by the Board. The Board of Education in its sole discretion and with or without cause may decline to extend this contract for an additional year.
- b. **OPERATION OF LAW:** Unless the Board of Education gives written notice of non-renewal of this contract to the Administrator at least ninety (90) days before the contract's termination date, this contract will, without further action, be automatically renewed for an additional one year period as provided by Public Act 183 of 1979. The Superintendent annually shall advise the Board of

Education of this obligation in writing during the Board organizational meeting in January.

9. Other Compensation: It is further agreed that the district shall provide the following fringe benefits to the Administrator:
- a. A term life insurance policy of the Administrator's choice in the amount of a minimum of \$120,000 per year will be provided, during the term of this contract.
 - b. The Board of Education will offer and pay the entire amount for Health Insurance coverage (Health Plus) for this administrator.
 - c. Long Term Disability: The Board will pay the annual premium during each year of this contract towards a Long Term Disability Benefit Plan as agreed upon by both parties. The long-term disability will be paid at $(66\frac{2}{3})$ salary after ninety (90) calendar days of continuous absence, with maximum of \$4,000.00 per month.
 - d. Dental Insurance at a level of eighty percent (80%) for Class I, eighty percent (80%) for Class II, and fifty percent (50%) for Class III.
 - e. Vision insurance at the same level as other Atherton Administrators covered by VSP.
 - f. The District agrees to pay the cost of the Administrator's membership to the American Association of School Administrators and any state and local affiliates thereof.
 - g. The district will pay into a 403 (b) account with a district approved vendor of the Administrator's choice 3% of the annual salary for 2010-2011 and 4% of the annual salary for the 2011-2012 school year.
 - h. Automobile Expense: The board shall provide the Administrator with a monthly automobile and in-county travel allowance of \$300 for travel to and from the district in connection with performance of job related responsibilities. Further, the board shall reimburse the Administrator for out of county travel at the specified IRS rate.

Cell Phone Expense: The board agrees to reimburse the Administrator up to \$100 per month for costs associated with his cell phone.
 - i. The District agrees to pay for all conference fees, lodging and meals for school related conferences.
 - j. Beginning with the 4th year of service, the Administrator shall receive an annual longevity payment of \$2000 in addition to the regular salary. At the beginning of

the 6th year of service, the Administrator shall receive an annual longevity payment of \$3500 in addition to the regular salary. Upon reaching the 8th year of service, the Administrator shall receive annual longevity payments of \$5000 in addition to the regular salary. The longevity payment will be made the first regular pay date in July.

10. Parties agree that the Board may assign the Administrator during the life of this Agreement to another administrative position of the District, but if it does so, the compensation to be paid to the Administrator in his new assignment shall not be reduced below that paid under this Agreement.
11. It is understood that the Administrator does not have tenure as Superintendent or as any other administrative capacity in the District, nor does the Administrator have tenure in any other non-teaching capacity.
12. The Board agrees to annually evaluate the Administrator by the third Monday in February of each year. There will also be an annual informational review done by the third Monday in September. The evaluation criteria will be established by the Board. The Administrator may provide information to the Board for consideration when establishing the evaluation criteria. The criteria and process adopted by the Board shall be communicated in advance to the Administrator.
13. The Board agrees to pay the cost of an annual comprehensive physical exam of the Administrator at a hospital or clinic approved in advance by the Board. A statement certifying to the physical/mental competency of the Administrator shall be submitted to the President of the Board by September 1 of each year. This will be after insurance coverage offsets.
14. Entire Agreement Clause: This contract of Employment contains the entire Agreement and understanding between the Board and the Administrator with respect to the employment of the Administrator 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 Administrator by the Board, are hereby terminated and shall hereafter be of no force or effect whatsoever.
15. No Modification Clause: The terms of this Agreement may not be revised by oral and/or written statements made by individual members of the Board or any other representative or agent of the Board. No change or modification of this Agreement shall be valid or binding unless it has formally been approved by the Board and is in writing and signed by the Administrator and the Board. No waiver of any provisions of this Agreement shall be valid unless it is in writing, signed by the Administrator and the Board, and formally approved by the Board.
16. Termination Provision: The Superintendent shall be subject to discharge for good and just cause, during the contract term. No discharge shall be effective until written charges

have been served upon him and he shall have an opportunity for a fair hearing before the Board after ten days notice in writing. Said hearing shall be public or private at the option of the Superintendent. At such hearing, he may have legal counsel at his own expense. This section does not diminish the Board's sole and exclusive prerogative to determine whether to extend the Superintendent's contract under the provision of paragraph 8 of this Agreement.

17. Dispute Resolution:

In the event of a dispute between the parties relating to any provision of this agreement or dispute concerning any of the parties' rights or obligations as defined pursuant to this agreement, the parties hereby agree to submit such binding arbitration. Such arbitration shall be conducted under the rules of, and administered by the American Arbitration Association. The arbitrator's fee and expense of the American Arbitration Association shall be shared equally by parties. All parties are entitled to have representation of their own designation; however, each party shall be responsible for the cost of such respective representation.

In WITNESS WHEREOF the parties below set their hands this day and year written.


BOARD OF EDUCATION:


Donald Embury, Board President


Paul Hildreth, Board Vice President


Sandra Talbot, Board Secretary


Scott Hynes, Board Treasurer

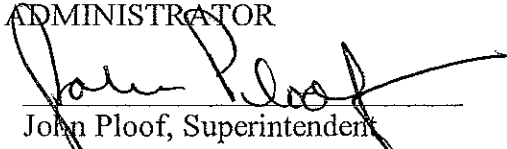

David Roach, Board Trustee


Robert Walls, Board Trustee


Bette Bigsby, Board Trustee

23 August 2010
Date

ADMINISTRATOR


John Ploof, Superintendent
Atherton Community Schools

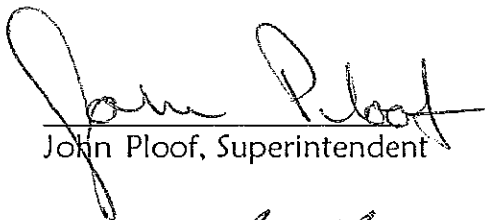
8-23-10
Date

LETTER OF UNDERSTANDING

Between the Superintendent
and the
Atherton Board of Education

The Superintendent, Mr. John Ploof, has voluntarily agreed to pay ten percent (10%) of his health care premiums for the 2011/2012 school year.

This will be effective July 1, 2011 through June 30, 2012.


John Ploof, Superintendent

7-20-11
Date


Donald Embury, Board President

7/25/11
Date

