

## ROCKFORD PUBLIC SCHOOLS

### SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

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This **CONTRACT OF EMPLOYMENT** ("Contract") is made as of July 1, 2011, by and between Rockford Public Schools, Kent County, Michigan ("School District"), and Michael S. Shibley ("Superintendent").

#### STATEMENT OF FACTS

Superintendent is currently employed as Superintendent of Schools for the School District. Both School District and Superintendent want to continue this employment relationship. This Contract sets forth the terms and conditions of the employment relationship.

#### AGREEMENT

In consideration of the facts stated above and the mutual promises contained in this Contract, the School District and Superintendent agree as follows:

1. Except as otherwise provided in this Contract, the Board of Education ("Board") of the School District and Superintendent agree that Superintendent shall be employed as Superintendent of Schools for the School District for a term of five years, commencing on July 1, 2011, and continuing through June 30, 2016.

2. Because of the economic challenges faced by the State of Michigan and the School District, Superintendent has again requested a salary freeze for the 2011-12 school year. This is the third consecutive school year Superintendent has requested a salary freeze. This School District has agreed to the Superintendent's request and accordingly, agrees to pay Superintendent the same salary as the 2008-09, 2009-10 and 2010-11 school years, that is, a salary of Two Hundred Four Thousand Four Hundred Ninety-six Dollars (\$204,496), for the 2011-12 school year payable as follows:

a. Twelve Thousand Dollars (\$12,000) shall be paid in a single lump sum during July 2011;

b. Twelve Thousand Dollars (\$12,000) shall be payable in a single lump sum during August 2011;

c. Fifteen Thousand Three Hundred Thirty Dollars (\$15,330) shall be payable in a lump sum during June 2012; and

d. The remaining amount (One Hundred Sixty Four Thousand Nine Hundred Ninety-six Dollars (\$165,166)) shall be payable in 26 biweekly installments ending June 30, 2012. Payment of the above amount shall be prorated over the balance of the regular payrolls remaining for the 2011-12 school year. Superintendent's salary

will be reviewed annually by the Board and any salary adjustment shall be made by written amendment to this Contract. In considering any salary increases, the Board shall review the Superintendent's job performance and job accomplishments as significant factors in determining the rate.

The Superintendent's salary shall be at least Two Hundred Four Thousand Four Hundred Ninety-six Dollars (\$204,496) for the 2012-13, 2013-14, 2014-15 and 2015-16 school years and shall be payable under the same schedule as set forth above.

The School District shall also pay the following amounts as remuneration for services provided by the Superintendent:

a. Fifteen Thousand Five Hundred Dollars (\$15,500) annually as a non-elective employer contribution towards a tax-sheltered annuity designated by Superintendent. The investment of the contribution shall be at the discretion of Superintendent. The non-elective employer contribution towards a tax-sheltered annuity for the Superintendent shall be at least Fifteen Thousand Five Hundred Dollars (\$15,000) for the 2012-13, 2013-14, 2014-15, and 2015-16 school years.

b. Longevity pay based upon Superintendent's experience with the School District and prior school districts. This longevity pay is consistent with the longevity pay regularly paid to all employees. In determining the amount of Superintendent's experience, a maximum of ten years of credit will be given for administrative experience with other school districts. Consistent with the first paragraph of this Section, this amount shall be unchanged from the prior two school years and shall continue to be Six Thousand Four Hundred Sixty-Five Dollars (\$6,465) for Superintendent during the 2011-12 school year. The longevity pay provided to the Superintendent shall be at least Six Thousand Four Hundred Sixty-Five Dollars (\$6,465) for the 2012-13, 2013-14, 2014-15, and 2015-16 school years provided it is consistent with the longevity pay regularly paid to all other employees of the District for those school years.

3. The School District shall provide Superintendent with an automobile for his business use. The automobile shall be fully maintained at the expense of the School District, including, but not limited to, keeping the automobile in safe, usable condition, and providing for all expenses incidental to automobile usage including insurance coverage under existing policies. The automobile may be used for personal transportation at Superintendent's own expense.

4. In addition to the compensation provided in paragraph 2, the School District shall provide Superintendent with the following compensation:

a. The School District shall pay MPSERS a sum based upon Superintendent's aggregate annual compensation as provided in paragraph 2 above, which sum shall be paid in accordance with Public School Employees Retirement Act of 1979, as amended.

b. The School District shall provide to Superintendent the fringe benefits which are listed on the attached Exhibit 1.

5. Superintendent shall be entitled to 20 days of paid vacation during each school year of this Contract.

6. Superintendent represents and warrants that he is legally qualified and duly certified to act as Superintendent of Schools in the State of Michigan, and that during the period of this Contract or any successor contracts, he will not allow himself to become legally disqualified to act in that capacity nor will he permit his certificate to expire, lapse or be suspended. If Superintendent loses his certification for any reason, this Contract shall immediately become null and void.

7. Superintendent shall receive an annual or biannual medical examination which will include a medical history, physical examination, laboratory tests and other diagnostic procedures deemed appropriate by a physician to determine that Superintendent can perform the essential duties required by this Contract. Laboratory tests and other diagnostic procedures may include, but are not limited to, analyses of blood chemistry, urinalysis and an electrocardiogram. To the extent not covered by the Superintendent's medical insurance, the School District shall pay the cost of each medical examination in an amount up to Five Hundred Dollars (\$500). In return, Superintendent agrees to request the physician conducting the medical examination to notify the Board, in writing, as to any medical conditions that may prevent him from performing his essential duties under this Contract. Superintendent further agrees to sign any HIPAA privacy authorization required by the physician to effectuate the notification.

8. Superintendent shall attend all regular meetings and special meetings of the Board, unless excused for illness, vacation or other valid reasons. At such meetings, Superintendent shall provide full, accurate and complete information regarding his administration and the operation of the School District. Superintendent agrees to faithfully perform his duties and obligations in such capacity for the School District, including but not limited to those duties required by the Revised School Code as it may be periodically amended. Superintendent shall act as a faithful advisor to the Board on all matters pertaining to school administration or the School District, and he will make recommendations to the Board concerning educational policies and practices. Superintendent shall affect or cause to be affected the policies and programs periodically adopted by the Board and, in general, shall faithfully and diligently fulfill all of the duties and obligations incumbent upon him as the executive head of the administrative section of the School District. Further, this Contract is subject to current and future rules and regulations of the Board, and current and future statutes of the State of Michigan.

9. If the Board elects not to renew this Contract upon the expiration of the term described in paragraph 1, the Board shall, within the time required by Section 1229 of the Revised School Code, as amended (currently 90 days), or any successor statute, give written notice to Superintendent of such determination. It is further mutually agreed that Superintendent shall not have any right of continuing tenure in his position as superintendent of the School

District, or any other administrative position in the School District, under the Michigan Teachers Tenure Act (MCLA 38.71, et seq.) or any successor statute.

10. Superintendent shall be formally evaluated by the Board at least annually. The evaluation criteria shall include student growth as measured by national, state or local assessments and other objective criteria. The Board and Superintendent shall agree upon the goals to be accomplished by Superintendent during his year of performance and the Board shall evaluate Superintendent based upon those goals and other criteria periodically agreed upon by the Board and Superintendent. The annual evaluation by the Board shall occur not later than the regular monthly meeting during February of each year of this Contract.

11. Superintendent shall be reimbursed for all reasonable and necessary expenses and dues incurred for and on behalf of the School District, including but not limited to attendance at appropriate educational and professional meetings at the local, state and national level. Superintendent shall also be reimbursed for membership dues and expenses of appropriate local civic and community organizations upon prior approval of the Board. Expenses shall be reimbursed upon submission of proper documentation, as required by the School District's customary business practices.

12. Superintendent shall be reimbursed up to One Thousand Three Hundred Dollars (\$1,300) each year for business and public relations expenses and activities, such as entertainment, related to his work and position. These activities shall be reimbursed upon submission of proper documentation, as required by the School District's customary business practices.

13. This Contract shall automatically terminate if Superintendent dies or is determined to be totally disabled. Superintendent will be considered "totally disabled" if Superintendent has a mental or physical condition that prevents Superintendent from performing his essential duties under this Contract and that makes Superintendent eligible to receive long-term disability benefits under the long-term disability insurance program made available to Superintendent by the School District.

14. Throughout the term of this Contract, Superintendent shall be subject to discharge for good and just cause. The term "good and just cause" shall include, but is not limited to, acts of moral turpitude, misconduct, dishonesty, fraud, insubordination and a material breach of the terms and conditions of this Contract. If the Board proposes to discharge Superintendent, it shall provide Superintendent with a written notice of the basis for the discharge. It shall also permit Superintendent to have a fair hearing before the Board. If Superintendent chooses to be accompanied by legal counsel at the hearing, all fees relating to Superintendent's legal counsel shall be the sole responsibility of Superintendent.

15. Superintendent shall remain a resident in the School District during the term of this Contract.

16. If any provision of this Contract is determined to be invalid, it shall not affect the validity of the remaining provisions of the Contract.

17. This Contract sets forth the entire agreement between the School District and Superintendent regarding the terms of Superintendent's employment. It supersedes all prior agreements.

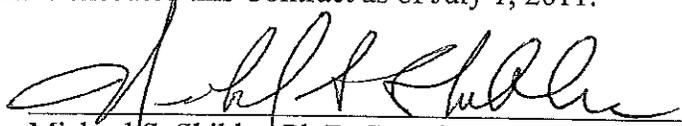
18. The Contract may only be amended in a written document signed by both the School District and Superintendent.

19. This Contract is binding upon, and shall be for the benefit of, the School District and its successors and assigns, and Superintendent and his personal representatives and heirs.

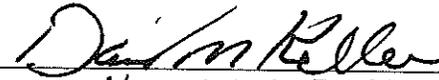
20. Multiple copies of this Contract may be signed. Each signed copy shall be considered an original and shall be enforceable against the party signing the copy.

21. This Contract is governed by the laws of the State of Michigan.

WHEREFORE, the parties have executed this Contract as of July 1, 2011.

  
Michael S. Shibley, Ph.D. Superintendent

**ROCKFORD PUBLIC SCHOOLS**

By   
David M. Keller, President

By   
MILES POSTEMA, Secretary