

SUPERINTENDENT'S CONTRACT

THIS AGREEMENT Made and entered into this the 27th day of April, 2011, with an effective date of July 1, 2011, ("Effective Date") by and between the BOARD OF EDUCATION OF THE ANCHOR BAY SCHOOL DISTRICT, (the "Board of Education") and LEONARD A. WOODSIDE, (the "Superintendent").

Recitals

The Board of Education voted to offer Leonard A. Woodside a five (5) year contract as the Superintendent of Schools with the Anchor Bay School District and Leonard A. Woodside has accepted the offer. The parties wish to reduce to writing their Agreement for the employment of Leonard A. Woodside as the Superintendent of Schools for the Anchor Bay School District and are, therefore, entering into this contract.

1. **Term:** The term of this Agreement shall be from July 1, 2011, through June 30, 2016. This contract shall be extended an additional year on or before March 31st of each year of the Agreement unless the Board of Education has taken official action given written notice of non-renewal pursuant to the terms of the Michigan School Code. If no action is taken by the Board the contract will be deemed to be extended for an additional year.
2. **Duties and Qualifications:** The Superintendent represents and agrees that he currently meets and shall in the future meet all legal requirements of the State of Michigan whether by statute, rule or regulation and the qualifications established by the Board of Education for the position of Superintendent of Schools. The Superintendent agrees to perform the duties of Superintendent of Schools in a competent and professional manner and in compliance with the laws of the State of Michigan, the by-laws, policies and regulations adopted by the Board of Education and the rules and regulations of the State Department of Education and any other state administrative agency which has jurisdiction over the position.
3. **Evaluation:** The Board of Education shall conduct an annual evaluation of the Superintendent using an evaluation instrument jointly developed by the parties and mutually agreed to by the Board and Superintendent. The annual evaluation of the superintendent shall be completed no later than February 15th of each year of the contract. The evaluation instrument shall be delivered to the superintendent in writing 10 days prior to the evaluation.
4. **Exclusion of Tenure in Position:** This contract does not confer tenure upon the Superintendent in the position of Superintendent but shall be deemed to have been granted tenure as an active classroom teacher and seniority as a district administrator with the right to transfer to either position at his discretion.
5. **Assignment of Duties:** The Board of Education consistent with its policies and procedures shall be the sole determiner of the assignment of the duties and responsibilities of the Superintendent. This shall include the right of the Board of Education to transfer the Superintendent to another administrative position within the administrative structure of the School District. In the event of a transfer to another administrative position, the Superintendent shall be notified in writing. However, in the event the Superintendent is transferred to another administrative position within the School District such transfer shall result in no loss of pay or benefits to the Superintendent for the balance of this contract.

6. **Compensation:** The Board of Education shall pay to the Superintendent an annual salary of One Hundred Fifty Thousand Five Hundred (\$150,500.00) Dollars for the period from July 1, 2006 through June 30, 2007, and a 2.5% increase for the period of July 1, 2007 through June 30, 2008 and a 2.5% increase for the period of July 1, 2008 through June 30, 2009, and a 2% increase for the period of July 1, 2009 through June 30, 2010 and a 1% increase for the period of July 1, 2010 through June 30, 2011. In no case will the salary be lowered. For purposes of calculating the Superintendent's daily rate of pay for the term of this contract the number of days in his work year shall be 215 days. The Board of Education shall pay into a tax sheltered annuity equal to sixteen percent of the annual salary after July 1 of each year of the contract.
7. **Continuing Education:** The Board of Education will reimburse the Superintendent for his out-of-pocket expenses for job related continuing education program, his advanced degree doctorate or professional development.
8. **Insurance Benefits:** During the term of this Agreement, the Superintendent shall receive the insurance benefits provided by the Anchor Bay School District to its full time, professional administrative staff on the same basis available to those staff members in accordance with the Board of Education policies and procedures. Such insurance coverages shall be subject to and controlled by the terms of the policy and the rules and regulations of the carrier and further, shall be subject to change by the Board of Education as may occur for full time, professional administrative staff. The Superintendent shall be provided liability coverage under the District's liability coverage.
9. **Other Benefits:** The Superintendent shall receive a car allowance in the amount of six Hundred (\$600.00) Dollars per month. It shall be the Superintendent's responsibility to obtain and insure his own vehicle. The Superintendent will be paid for vacation not used at his daily rate not to exceed two weeks per year. The Superintendent shall receive group term life insurance coverage in the amount of three times base salary with a double indemnity rider which shall be payable to the Superintendent's designated beneficiary. The Superintendent shall be permitted to take up to fifteen days per year for illness or personal business and shall receive six weeks paid vacation for each year of the contract. These days may be accumulated to a maximum of two hundred days. Upon termination, transfer, or resignation, accumulated days will be reimbursed at one hundred percent of the Superintendent's current daily rate. The Superintendent may take funeral leave of up to five days for the death of an immediate family member or a member of the Superintendent's household. One day of funeral leave may be taken for the death of a relative not covered in the preceding language, a close friend, or colleague. The Superintendent shall receive the same sick leave bank benefits as provided other professional administrators working in the District. Unless otherwise specifically stated in this contract, the Superintendent shall receive the same benefits as the professional administrators employed by the District.
10. **Termination:** The Superintendent may be discharged from his employment at any time for good and just cause, but the Board shall not arbitrarily and capriciously dismiss him. No discharge shall be effective until written charges have been served upon him and he shall have an opportunity for a hearing before the Board of Education 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. In the event the Board of Education terminates this Contract for just cause the superintendent shall have the right to contest whether or not just cause exists for the termination of the contract by an arbitrator selected through the American Arbitration Association. The rules of the American Arbitration Association for labor matters shall apply and the case shall be administered by the American Arbitration Association Southfield office. The location of the arbitration shall be at the Board of Education offices or such other location, in Macomb or St. Clair County, as the Board of Education shall designate. The sole responsibility of the Arbitrator shall be to determine whether or not just cause existed for the termination of the Superintendent's Contract. In the event the Arbitrator determines the Board of Education did not have just cause to terminate the Superintendent's Contract the Board of Education shall have the option, in its discretion, to either reinstate the Superintendent with back pay or pay the balance of this Contract without reinstating the Superintendent. The parties shall share equally the expenses of the Arbitration as charged by the American Arbitration Association and each party shall bear the cost of their own legal fees.

11. **Non-renewal:** If the Board of Education determines it will not renew this Contract such action shall be taken in accordance with the Michigan School Code and under the terms of this contract. Non renewal under this paragraph shall not apply to a termination for just cause under paragraph ten (10).
12. **Governing Law:** This Contract is governed by and shall be interpreted in accordance with the law of the State of Michigan.
13. **Amendment:** This Agreement may only be amended or supplemented by a written Agreement between the parties, which has been approved by the Board of Education and signed by the Board President.
14. **Liability and Legal Issues:**
 - A. **Hold Harmless:** The District agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his individual capacity or in his official capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting within the scope of his employment and excluding criminal litigation and as such liability coverage is within the authority of the District to provide under state law, except that in no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.
 - B. **Legal Representation and Legal Costs:** If, in good faith and opinion of the Superintendent, a conflict exists as regards to the defense to such a claim between the legal position of the Superintendent and the legal position of the District, the Superintendent may engage counsel in which event the District shall indemnify the Superintendent for the reasonable cost of legal defense as permitted by stated law. The District shall not, however, be required to pay any cost of any legal proceedings in the event the District and Superintendent have adverse interest in such litigation.

C. Liability Insurance Coverage: The District shall provide errors and omissions insurance coverage for the Superintendent in connection with defending claims for injuries to persons or property allegedly caused by the Superintendent's negligence, arising during the course of his employment and while he was acting within the scope of his employment. The limitations and other provision of such coverage shall be equal or substantially the same as the same as that provided to the Board of Education members for claims of a similar type and nature. The above insurance coverage shall be continued for a minimum of ten years after the termination, transfer, or resignation of the Superintendent.

WITNESSES:

BOARD OF EDUCATION OF THE ANCHOR BAY SCHOOL DISTRICT

Teri Vallancourt
Michael LaFra

By: Steve Mittelstadt Date
 Its: President

ACCEPTED: Leonard Woodside Date: 6/22/11
 Leonard Woodside, Superintendent