

**VAN DYKE PUBLIC SCHOOLS
SUPERINTENDENT'S EMPLOYMENT AGREEMENT (FEBRUARY AUGUST 2011)**

The Board of Education of the Van Dyke Public Schools (the Board) and the Van Dyke Public Schools (the District) wish to employ Mr. Joseph G. Pius (the Superintendent) as the District's Superintendent of Schools.

The Superintendent wishes to serve the Board and the District as the District's Superintendent of Schools according to the terms of this Agreement. THEREFORE, IT IS AGREED:

1. **Term.** The Board and the District will employ the Superintendent from ~~February 9 August 1, 2011~~ until June 30, 2013. Should the Board choose not to renew this Agreement at the end of its term, the Board will so notify the Superintendent in the manner required by Section 1229 of the Revised School Code. Otherwise, this Agreement will automatically renew for one more year.

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 another capacity, will not be considered a breach of this Agreement.

3. **Qualifications.** The Superintendent represents and warrants that 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, including those required by Section 1246 of the Revised School Code.

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 will serve as the chief executive officer of the District. The Superintendent will be entitled to present his or her recommendations to the Board on any subject under its consideration and serve as an ex officio member of any committee established by the Board, excluding any committee established to investigate or evaluate his performance or any alleged conflict of interest or misconduct on his part. The Superintendent may, subject to Board approval, select, transfer, organize or reorganize District personnel, including administrative and supervisory personnel.

5. **Salary and Other Remuneration.** The Superintendent's base salary ~~for the 2010-2011 school year will be \$130,000, pro-rated to account for his starting date~~ for the periods of **August 1, 2011 through December 31, 2011 will be \$42,703; and from January 1, 2012 through December 31, 2012 will be \$42,703; and from January 1, 2013 through June 30, 2013 will be \$21,351, and will be paid in equal installments over the course of the school year.** The Board and the District will not decrease the Superintendent's base salary during the term of this Agreement. The Board and the District ~~may~~ **will not** increase the Superintendent's base salary during the term of this Agreement in conformity with state law and paragraph 10 of this Agreement. ~~The Superintendent will also receive the following additional remuneration:~~

- A. **TSA Contribution.** ~~For each full school year he is employed as the District's Superintendent, the District will contribute, on his behalf, an amount equal to 4% of his base salary into the District's Tax Sheltered Annuity Plan (TSA Plan), on or before June 30. The Superintendent may also elect to contribute a portion of his base salary to the TSA Plan. In no event will the annual total contribution to the TSA Plan on the Superintendent's behalf exceed the applicable contribution limitations established by the Internal Revenue Code.~~
- B. **Longevity.** ~~For each full school year he is employed as the District's Superintendent, the District will pay the Superintendent \$1,000.00 on or before June 30.~~

6. **Fringe Benefits.** The District will provide the Superintendent the following fringe benefits:

- A. **MPSERS.** ~~The District will assume the full costs of contributions to the Michigan Public Employees Retirement System, as required by law.~~
- B. **Insurance.**
 - (1) **Life Insurance.** ~~The District will pay the premiums for a term life insurance policy in the amount of \$200,000.00.~~
 - (2) **Other Insurances.** ~~The District will provide the Superintendent with the same medical, hospitalization, dental, vision, short term disability and long term disability benefits the District provides pursuant to the Van Dyke Administrative Council Agreement, as those benefits currently exist and may be amended from time to time.~~
- C. **Vacation.** ~~The District will provide the Superintendent with 25 paid vacation days per school year, prorated to account for his starting date, exclusive of legal holidays, subject to prior written notice to the Board's President, of which the Superintendent may accumulate no more than 10 unused vacation days per school year and no more than 10 unused vacation days during the entire period of his service as Superintendent of Schools. The Superintendent will notify the District's business office, in writing and no later than July 30 following each school year, of any unused vacation days from the previous school year and, in the absence of such notification, will be deemed to have used all vacation days available to him. Upon the termination of the Superintendent's employment with the District, the Superintendent will not be compensated for earned but unused vacation days.~~
- D. **Sick Days.** The District will provide the Superintendent with 7 sick days per school year **during the timeframes noted in salary**, of which the Superintendent may accumulate no more than 5 unused sick days per

school year and no more than 50 unused sick days during the entire period of his or her service as Superintendent of Schools. The Superintendent will notify the District's business office, in writing and no later than July 30 following each school year, of unused sick days from the previous school year and, in the absence of such notification, will be deemed to have used all sick days available to him. Upon the termination of the Superintendent's employment with the District, the Superintendent will not be compensated for earned but unused sick days.

- E. **Paid Holidays.** The District will allow the Superintendent the following paid holidays: July 4th, Labor Day, Thanksgiving and day after, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Mid-Winter Break (2 days), Good Friday, the day after Easter and Memorial Day.
- F. **Personal Business Days.** The District will provide the Superintendent with 2 paid personal business days per school year, subject to advance written notice to the Board's President. Unused personal business days will not accumulate and the Superintendent will not be compensated for unused personal business days upon the termination of his employment with the District.
- G. **Bereavement Days.** The District will provide the Superintendent with 5 paid bereavement days per school year for deaths in his immediate family (i.e., spouse or child) and 3 paid bereavement days per school year for deaths in his extended family, subject to advance written notice to the Board's President. Bereavement days will not accumulate and the Superintendent will not be compensated for unused bereavement days upon the termination of his employment with the District.

7. **Expenses.** The District will reimburse the Superintendent for reasonable and necessary expenses incurred on District business upon his or her presentation of itemized expense statements.

8. **Other Work and Interests.** The Superintendent will not initiate or accept any outside work or employment during the term of his services as Superintendent of Schools without the advance written permission of the Board's President.

9. **Professional Development.** The District will pay, or reimburse the Superintendent, for reasonable and appropriate professional organizations and activities for which he has obtained advance Board approval.

10. **Evaluation.** The Board, or its designates, will meet with the Superintendent to develop a mutually agreeable instrument for the Superintendent's evaluation that is consistent with Sections 1249 and 1250 of the Revised School Code; provided, however, in the absence of mutual agreement, the Board will develop the evaluation instrument. The Board will evaluate the Superintendent's performance, in writing, on or before February 20 of each year. The Superintendent will remind the Board of its duty to evaluate his performance by so notifying the Board President, in writing, on or before January 10 of each year. After the evaluation is completed, the Superintendent will, upon request, be provided an opportunity to meet with the

Board to discuss the evaluation.

11. **Indemnification.** The District will defend and indemnify the Superintendent in the event he becomes a party or is threatened to be made a party to any threatened or pending civil action for acts or omissions within the scope of his or her employment as Superintendent of Schools. The Superintendent will immediately notify the Board and the District of any request for defense or indemnification. The Board and the District have the right to conduct the defense of any civil action for which the Superintendent requests defense or indemnification and the Superintendent will fully cooperate with the Board and the District in such defense. This paragraph survives the expiration of this Agreement.

12. **Resignation or Termination.** The Superintendent may terminate this Agreement during its term upon 90 days notice to the Board. The Board or the District may terminate this Agreement during its term for reasonable and just cause, but not arbitrarily or capriciously, without further obligation or liability to the Superintendent for salary, remuneration or fringe benefits. The Board or the District will not terminate this Agreement during its term without providing the Superintendent with the following due process: written charges notifying the Superintendent of the grounds for termination delivered at least 10 days prior to the hearing; and, a hearing before the Board, which may be in open or closed session at the Superintendent's option, and at which the Superintendent may be represented by legal counsel retained at his own expense.

13. **Limitations of Actions.** The Superintendent and the District agree that any claim, demand or cause of action arising from or relating to the Superintendent's application, employment or termination must be asserted and filed no later than 180 calendar days from the date on which the claim, demand or cause of action accrues or no later than 180 days from the termination of the Superintendent's employment, whichever is sooner (unless the applicable limitations period is shorter, in which case the shorter limitations period will apply). The Superintendent and the District agree to waive any longer limitations period.

14. **Dispute Resolution.** The Superintendent and the Board and the District agree that, except as set forth in the last sentence of this paragraph, any and all disputes or claims arising from or relating to the Superintendent's employment with the District or this Agreement, including its negotiation and execution, will be submitted to final and binding arbitration in Macomb County, Michigan, according to the American Arbitration Association's National Rules for the Resolution of Employment Disputes. The Superintendent or the District may move for entry of judgment on the arbitrator's award in any court of competent jurisdiction. The Superintendent and the Board and the District acknowledge and agree that this paragraph precludes them from filing a civil action concerning the disputes covered by this paragraph and, therefore, waive their right to trial by jury concerning any such disputes. This paragraph does not apply to decisions by the Board of Education or the District to terminate this Agreement during its term or not to renew this Agreement.

15. **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.

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

SUPERINTENDENT

Joseph G. Pius
Joseph G. Pius

Date: 10.18.11

BOARD OF EDUCATION OF THE VAN
DYKE PUBLIC SCHOOLS

By: David E. Cowthorpe
Its President

Date: 10-18-11

By: Richard Carloni
Its Secretary

Date: 10-18-11

This Agreement consists of 16 paragraphs on 5 pages plus an addendum.

Addendum:

In addition to the agreed upon salary amounts during the time periods noted in Section 5 – Salary and Other Remuneration – the Board of Education and Superintendent recognize that for the one-third compensation the following work calendar will be followed:

August 1, 2011 – December 31, 2011	82 out of 100 work days	(three-fourths schedule)
January 1, 2012 – December 31, 2012	174 out of 261 work days	(two-thirds schedule)
January 1, 2013 – June 30, 2013	86 out of 130 work days	(two-thirds schedule)

JP Initials

DCC Initials