

SUPERINTENDENT'S EMPLOYMENT CONTRACT

This Employment Contract ("Agreement") entered into on the date indicated below between the Royal Oak Schools, Oakland County, Michigan ("School District"), by authority of its Board of Education ("Board"), and Mary Beth Fitzpatrick ("Superintendent").

BACKGROUND OF AGREEMENT

WHEREAS, the School District desires to employ Superintendent in its public school system; and

WHEREAS, Superintendent represents that she possesses the legal qualifications for this position under the laws of the State of Michigan.

EMPLOYMENT

NOW, THEREFORE, the School District agrees to employ Superintendent in the non-teaching position of Superintendent of Schools commencing the 1st day of July 2017 and ending on the 30th day of June 2020, unless extended or terminated as provided herein. The parties further agree that the Board shall, not later than April 1st of each year during the term of this Agreement, consider whether to extend this Agreement for an additional year. Unless the Board informs the Superintendent no later than April 1st that it will not extend this Agreement, this Agreement shall be extended by one (1) year.

DUTIES AND OBLIGATIONS

Superintendent agrees, during the term of this Agreement, to faithfully perform the duties of Superintendent of Schools as expected of the chief executive of the School District and otherwise assigned by the Board, and to enforce and comply with the rules, regulations, by-laws and policies adopted by the Board and required by the laws of the State of Michigan. Superintendent will act as an advisor to the Board on matters pertaining to school administration of the School District and will inform the Board of significant administrative actions taken on its behalf. The Superintendent shall recommend, effect or cause to be effected, the policies and programs of the Board and diligently perform all the duties and obligations incumbent upon her as the Superintendent of Schools.

1. Extent of Services

The Superintendent will devote full time, attention and energies to the business of the School District. Superintendent agrees to devote as much time as may be reasonably required by the Board to perform her responsibilities, attend meetings and participate in school functions which may be required for the proper, adequate and efficient operation of the School District.

While employed by the Board as its Superintendent, the Superintendent agrees not to make personal investments in any other businesses that require active involvement in the operation of said businesses. The Superintendent will not directly or indirectly acquire or otherwise possess any interest adverse to that of the School District or that may involve any real or apparent conflict of interest. In the event that a question arises as to whether a given interest is in conflict with the

interests of the School District, the Superintendent shall make a full disclosure of same to the Board.

The Superintendent may serve as a consultant to other educational agencies, lecture, and engage in writing activities and other professional activities which are of a short-term duration. In the event that honoraria are paid for these activities, they shall be retained by the Superintendent and such days deducted from her personal vacation account. In such event that the Superintendent agrees to undertake such activities, the Superintendent shall inform the Board of the same in writing and receive the approval of the Board in advance of such days.

2. Professional Growth

Superintendent is encouraged to attend and participate in appropriate professional activities and conferences at the state and local levels at her discretion within the allotted budget and shall keep the Board informed of her involvement in such. Attendance in conferences and activities at national levels requires prior Board approval. The Superintendent is entitled to be reimbursed for the actual cost incurred in attending and participating in professional activities and conferences on behalf of the School District. Superintendent is encouraged to share knowledge of latest developments in the field based on attendance at professional development activities/conferences with the Board and district staff members.

3. Evaluation

The Board shall evaluate the Superintendent, at least annually in the month of December of each contract year, using the criteria and an evaluation process mutually agreed to by the Board and the Superintendent.

4. Compensation

- a. Base Salary: Effective July 1 2017, School District agrees to pay Superintendent an annual base salary of One Hundred Sixty-Five Thousand Dollars (\$165,000.00), payable in twenty-six (26) equal payments every two (2) weeks or such other period as other School District employees are paid, and provide the Superintendent with certain other benefits as enumerated herein. Any change in annual base salary and benefits provided Superintendent during the term of this Agreement shall be reduced to writing, signed by the Board or its designate and Superintendent, and be incorporated into this Agreement. The Superintendent's salary shall be increased by two percent (2%) per year, commencing with the 2018-2019 school year, provided the Superintendent's evaluation immediately preceding the applicable July 1st date has been at least effective.
- b. Annuity: In addition to the salary paid Superintendent under this Agreement, the parties further agree as part of Superintendent's total compensation, that the School District agrees as the employer to pay the amount of Ten Thousand Dollars (\$10,000.00) per school year for purchase of an annuity during the term of this Agreement. The Superintendent may elect to have such payment contributed to a

403B or 457 program selected by the Superintendent. Such amount will be paid in twenty-six (26) equal payments every two (2) weeks throughout the contract year.

5. Vacation and Sick Days

The School District agrees that Superintendent shall receive twenty-five (25) vacation days per year. Superintendent can carryover up to five (5) unused vacation days to the next school year, but in no year have more than thirty (30) available vacation days. Any other vacation days not used by Superintendent will be forfeited. The following holidays will not be considered work days requiring use of a vacation day to cover being off work: Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Good Friday (provided school is not in session) and Memorial Day.

The School District agrees that Superintendent shall receive an initial bank of fifteen (15) sick days upon reporting for work, and an additional fifteen (15) sick days per year on July 1st of the second and third years of this Agreement. Unused sick days may be carried over into the next school year under this Agreement and any extensions thereof, but cannot accumulate beyond ninety (90) days. Any accrued and unused sick days at the time of termination of this Agreement or Superintendent's employment will be forfeited.

There will be no payout of any accrued and unused vacation or sick days at the time of termination of this Agreement or Superintendent's employment.

6. Miscellaneous Benefits

During the term of this Agreement, School District shall provide Superintendent with term life insurance equal to two times her base annual salary, including double indemnity rider.

The School District shall further provide Superintendent with long-term disability coverage equal to her annual base salary with a ninety (90) day waiting period. Superintendent will have to use any available sick or vacation days to continue her salary during the waiting period.

The School District shall provide Superintendent with health, optical, and dental insurance comparable to that provided to other administrators employed by the School District, as those benefits are amended from time-to-time, on the same terms and conditions that such insurance is provided to those other administrators.

The School District shall provide liability insurance for Superintendent to cover legal expenses in defense of claims and payment of settlements and judgments resulting from Superintendent's functioning as Superintendent and will reimburse Superintendent for any portion of such expense, settlements and judgments not covered by insurance. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

Superintendent will be reimbursed at the existing IRS mileage rate for all recorded business miles when she uses her personal automobile for School District business (including professional

development activities/conferences) for travel outside Oakland County. There will be no mileage reimbursement for any mileage the Superintendent travels in Oakland County.

Superintendent is encouraged to be actively engaged with community service organizations for which the School District will pay the dues and associated expenses of the Superintendent based on her regular participation. The Board further agrees to pay Superintendent's membership dues in professional groups such as, but not limited to, AASA, MASA, MSBO, ASCD and MI-ASCD.

7. Term of Agreement

- a. Term: The term of Superintendent's employment shall commence for a period of three (3) years beginning on July 1, 2017, and continue through June 30, 2020, unless extended or otherwise terminated as hereinafter provided.
- b. Termination: During the term of this Agreement, employment may be terminated as follows:
 - i) Employment shall terminate upon Superintendent's loss of legal qualifications of Superintendent to perform the duties of Superintendent in said school system, total disability, or death of Superintendent;
 - ii) School District may terminate Superintendent if permitted and/or required by any applicable law.
 - iii) Superintendent may be discharged for just cause, including acts of moral turpitude and misconduct. No discharge under this provision shall be effective until written charges have been served on Superintendent and she shall have the opportunity for a fair hearing before a majority of the Board after being provided with at least ten (10) days written notice. Said hearing shall be public or in closed session at the option of the Superintendent. Superintendent may have legal counsel represent her at the hearing at her own expense. In the event Superintendent elects to contest the Board's disposition following the hearing, she may challenge that disposition through arbitration as provided for in this Agreement.
 - iv) In the event School District decides that it is considering the non-renewal of Superintendent's contract, the School District agrees to provide Superintendent with written notice in this regard along with the reasons it is considering non-renewal no later than April 1st of the school year in which this Agreement expires. After the issuance of the written statement, but before the Notice of Non-Renewal is issued, Superintendent shall be given the opportunity to meet with not less than a majority of the Board to discuss the reasons stated in the written statement. The meeting shall be open to the public or a closed session, as the Superintendent elects under section 8 of the Open Meetings Act of 1976, being Section 15.268 of the Michigan Compiled Laws. The Board will then advise the Superintendent whether it has decided not to renew the Superintendent's contract. If the Board fails to

provide the Superintendent a meeting with the Board or provide notice as set forth herein, this Agreement is renewed for an additional one (1) year period under the same terms and conditions as existed in the last year of this Agreement. This paragraph shall not apply if Superintendent is terminated for reasons stated in Paragraphs i - iii above.

- v) Superintendent shall provide to School District written notice, at least ninety (90) days prior to the expiration of this Agreement, of intent to discontinue services, resign, retire, or otherwise separate from employment upon the expiration of this Agreement, unless such notice is not practical for circumstances beyond Superintendent's control, in which case written notice shall be provided as promptly as possible.

It is hereby specifically provided that Superintendent shall not be deemed to be granted continuing tenure in the capacity of Superintendent of Schools under or by virtue of this Agreement.

8. Surrender of Materials on Termination

Superintendent agrees to deliver to the School District, on the date employment ends (or promptly upon request), all documents and things in her possession, custody, or control pertaining to the operations of the School District.

9. Arbitration

It is mutually agreed between the parties that arbitration shall be the sole and exclusive remedy to redress any dispute, claim or controversy between the parties, including, but not limited to, the negotiation, execution, performance or termination of this Agreement, and any and all claims Superintendent may have against School District or School District's agents in any way associated with Superintendent's employment or separation from employment with School District, including, but not limited to, statutory claims of discrimination, retaliation and constitutional claims. Any claim must be filed within six (6) months of the act or omission giving rise to the claim. Superintendent expressly waives any limitations period to the contrary.

Arbitration shall be held in Oakland County, Michigan in accordance with the American Arbitration Association's Employment Arbitration Rules and Mediation Procedures. The arbitrator's fees and expenses shall be borne in equal parts by Superintendent and School District. Additional procedural and substantive requirements for the arbitration shall be in accordance with then-controlling Michigan judicial precedent and the Michigan Arbitration Act. Judgment upon the arbitrator's award may be entered by a court of competent jurisdiction.

10. Entire Agreement

This Agreement supersedes and cancels all prior agreements, whether verbal or written, between School District and Superintendent and constitutes the entire agreement between the parties. School District further acknowledges that neither Superintendent or any other person or entity has

made any representation to him, which has not been expressly stated in this Agreement. There are no understandings or agreements with Superintendent that are not expressly included herein or incorporated by reference in this document. Any agreement or agreement supplemental hereto shall not be binding upon either party unless executed in writing by School District and Superintendent.

11. Severability

The provisions of this Agreement are severable. If any section, paragraph, subparagraph, sentence or provision shall be invalid or unenforceable, it shall not effect any of the remaining provisions of this Agreement, and all provisions shall be given full force and effect separately from the unenforceable or invalid section, paragraph, subparagraph, sentence or provision, as the case may be.

12. No Estoppel or Waiver

The parties agree that the legal doctrines of estoppel and waiver, based on any alleged failure by School District to enforce all or any part of a similar Agreement with any other party, shall not be asserted by Superintendent to avoid the requirements of this Agreement.

13. Binding Effect

This Agreement shall be binding upon and inure to the benefit of School District, its successors and assigns and to Superintendent, her heirs, assigns, executors, and personal representatives. Superintendent acknowledges that she has read and understood this Agreement prior to signing, and that she was provided adequate opportunity to read this Agreement prior to signing. Superintendent agrees that she is signing this Agreement intelligently and voluntarily, without School District's threat, coercion, undue influence or duress being imposed upon him.

14. Choice of Law

The validity, construction, interpretation and performance of this Agreement will be governed by the laws of the State of Michigan.

Signed by the parties on the date indicated.

Royal Oak Schools,
Oakland County, Michigan

Mary Beth Fitzpatrick

Dated: _____

By: _____

Its: President, Board of Education

Dated: _____

By: _____

Its: Secretary, Board of Education

Dated: _____