

PAGE 21/27

**MADISON DISTRICT PUBLIC SCHOOLS
SUPERINTENDENT'S EMPLOYMENT AGREEMENT (APRIL 2012)**

The Board of Education of the Madison District Public Schools (the Board) and the Madison District Public Schools (the District) wish to employ Mr. S. Randall Speck (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 April 2, 2012 until June 30, 2015, subject to the terms of the Agreement. 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 school 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 termination 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 and the Board will not reassign the Superintendent to any other position during the term of this Agreement. The Superintendent will have the authority to re-organize and re-assign central office administrators and staff consistent with applicable contracts and collective bargaining agreement, if any. The Superintendent may not hire additional central office staff without the approval of the Board.

5. **Salary (Compensation).** The Superintendent's annual salary for the 2012-2013 school year will be \$127,440.00, paid in equal installments over the course of the school year; provided, however, the Superintendent hereby agrees to an 8% reduction in his salary for the 2012-2013 school year and, therefore, his actual salary for the 2012-2013 school year will be \$118,000.00. For the period April 1, 2012 until June 30, 2012, the Superintendent will receive the pro-rated share of his actual salary for the 2012-2013 school year. The Superintendent's salary for the 2013-2014 and 2014-2015 school years will be determined by mutual agreement of the Board and the Superintendent. The Superintendent's salary for the 2013-2014 and 2014-2015 school years will not be less than his salary for the 2012-2013 school year.

6. **Fringe Benefits.** The District will provide the Superintendent with the same fringe benefits provided to all other District administrators. The District will also provide the Superintendent with the following fringe benefits.

- A. **Vacation Days.** The District will provide the Superintendent with 25 paid vacation days per school year. The Superintendent may roll over or accumulate up to 25 unused vacation days from year to year. The District will compensate the Superintendent for up to 25 unused vacation days at the Superintendent's per diem rate at the termination of his employment with the District. The Superintendent's per diem rate, for purposes of this paragraph, is his annual salary at the time of calculation divided by 215.
- B. **Mileage.** The District will reimburse the Superintendent for mileage at the IRS rate for mileage incurred driving his personal automobile on District business, based on monthly itemized reports submitted to the Board's President for review and approval.

7. **Expenses.** The District will reimburse the Superintendent for reasonable and necessary expenses incurred on District business, based on monthly itemized reports, including receipts, submitted to the Board's President for review and approval.

8. **Other Work and Interests.** The Superintendent may, with the advance written approval of the Board's President, undertake paid writing, speaking and other similar engagements that do not interfere with the performance of his duties.

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 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 or her 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 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.**

- A. **By the Superintendent.** The Superintendent may resign or terminate his employment with the District by providing the Board's President with advance written notice of at least 60 days.
- B. **By the Board.** The Board and the District may terminate the Superintendent's employment during the term of this Agreement for reasonable and just cause with no further liability to the Board of the District. The Board and the District may terminate this Agreement without cause, upon 60 days written notice to the Superintendent or upon 60 days pay in lieu of written notice, which payment will not exceed \$20,000.00.

13. **Limitations of Actions.** The Superintendent and the District agree that any administrative complaint or civil action arising from or relating to the Superintendent's application, employment or termination must be asserted and filed not later than 180 calendar days from the date on which the claims alleged in the administrative complaint or civil action accrued 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.

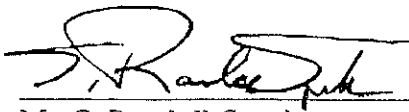
14. **Background Check.** The Board, the District and the Superintendent recognize that the District is required to conduct a background check after the Board approves this contract. The Board, the District and the Superintendent agree that, if the background check reveals the Superintendent has been arraigned on or convicted of a listed misdemeanor or any felony, this Agreement and the Superintendent's employment will be immediately terminated with no additional liability to the Board or the District.

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 understanding or 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 meeting conducted in compliance with Michigan's Open Meetings Act.

SUPERINTENDENT

BOARD OF EDUCATION OF THE
MADISON DISTRICT PUBLIC SCHOOLS



Mr. S. Randall Speck

Date: 3/27/12

By: _____

Mr. Al Morrison, Its President

Date: _____

By: _____

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Mr. Mick Hohner, Its Secretary

Date: _____

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