

SUPERINTENDENT'S EMPLOYMENT AGREEMENT

Agreement made and entered into by and between LAKE ORION COMMUNITY SCHOOLS (hereinafter referred to as the "School District" or "District") and Maria (Marion) Ginopolis (hereinafter referred to as the "Superintendent").

The School District and the Superintendent hereby agree as follows:

1. **Term:** The District will employ the Superintendent for the period beginning with the date this agreement is executed to June 30, 2017. Should the Board of Education of the School District desire not to renew this Agreement, the Board will give the Superintendent notice of its decision at least 90 days before the expiration date; 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 her in any other capacity, will not be considered a breach of this Agreement.

3. **Qualifications:** The Superintendent represents and warrants that she 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.

4. **Duties:** The Superintendent represents and warrants that she 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 shall perform her duties over the full fifty-two (52) weeks of the School District's fiscal year (July 1 to June 30), less applicable vacation, leave, and holidays. The Superintendent shall be expected to attend meetings of the Board and its committees and to attend and participate in School District functions or, on occasion, other civic activities having relation to the School District's interests within the Lake Orion community. Among her other duties, the Superintendent shall prepare the agendas for each Board of Education meeting in consultation with the President of the Board or his/her delegate, and forward same to each member of the Board, along with her recommendations and supporting documentation on each agenda item, sufficiently in advance of the meeting so that each member can assimilate such information prior to the meeting. The Superintendent will report to the Board information, which would, or might, affect or be relevant to the business of the School District. The Board collectively and individually shall refer promptly all criticism, complaints and suggestions called to their attention to the Superintendent for study and recommendation.

5. **Compensation:** For the Superintendent's annual services, the School District agrees to pay a salary in 2014-15 equal to \$157,539 (One Hundred Fifty Seven Thousand Five Hundred Thirty Nine Dollars). The salary for later years within the above-established employment term shall be fixed by later agreement between the parties, but shall be no less than the amount established for the 2014-15 school year, unless the School District's declining financial situation results in a general salary/wage decrease to other employees, in which case the Superintendent's salary shall be similarly reduced. In addition, consistent with the

requirements of applicable law, the Board and Superintendent shall also establish criteria for job performance and job accomplishments as a significant factor in determining compensation as provided in Section 12 hereafter. Each year the Superintendent shall be eligible for an additional payment of up to \$5,000 if the Superintendent meets the established job performance criteria, to be paid by June 30th.

In the event that the Superintendent is a retirant under the Michigan Public School Employees Retirement System (MPSERS), it is understood and agreed that the District shall not be liable to make any payments to MPSERS based upon the Superintendent's employment with the District, and the District shall not be liable to the Superintendent for any fees or charges incurred under MPSERS. The Superintendent agrees to reimburse the District for any fees, expenses or charges incurred by the District related to its employment of the Superintendent. In addition, it is agreed that the District shall not be liable to the Superintendent for any loss of retirement benefits suffered by the Superintendent as a retirant under MPSERS as a consequence of his employment by the District.

6. Fringe Benefits:

- A. Insurance: The District will annually reimburse the Superintendent for life insurance coverage which coverage the Superintendent will be responsible for obtaining on her own. This sum will be equal to the annual premium cost that the District would pay if it were to provide the Superintendent with life insurance coverage in the amount of three times her annual salary.

The Superintendent shall receive the same monetary consideration that is provided to District administrators who elect not to receive District-paid health insurance benefits.

- B. Tax Sheltered Annuity: The District shall make a non-elective tax-sheltered annuity contribution in the amount of \$10,000 (Ten Thousand Dollars) during each year of this Agreement, prorated for less than a full year, to the tax-sheltered annuity account designated by the Superintendent. The annuity must meet the requirements of Internal Revenue Code Section 403(b). The Superintendent's rights under the annuity contract shall be non-forfeitable except as provided in the annuity contract. The contributions made pursuant to this agreement, together with any other contributions required to be aggregated for such purposes, may not cause the Superintendent to exceed the Internal Revenue Code Section 403(b) or 415 limitations for each tax year.
- C. Vacation: The Superintendent may take up to thirty (30) vacation days per school year, exclusive of legal holidays, subject to prior notice to the Board's President. Notwithstanding the non-cumulative nature of such vacation days, the Superintendent may elect to use vacation days not taken in the preceding school year up until September 30 in a subsequent year only, and may elect to be paid a maximum of five (5) unused vacation

days upon written request to the Board President. The Board President may authorize payment for additional days when work requirements prevent the Superintendent from identifying a suitable vacation period.

- D. **Holidays:** The following days shall be considered holidays: Independence Day, Labor Day, Thanksgiving, the Friday following Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Good Friday (provided it is not a school day), Easter Monday (provided it is not a school day), and Memorial Day.
- E. **Leave:** The Superintendent shall be subject to the same leave provisions as the District's other central office administrators.
- F. **Technology:** The District will provide the Superintendent with a cell phone, laptop computer and/or the technology devices deemed appropriate to successfully perform her assigned duties.
- G. **Car Allowance:** The Superintendent shall be provided an annual car allowance on the same terms as provided to the District's other central office administrators.

7. **Disability:** The Superintendent shall be granted up to 90 (ninety) days of income protection for personal illness or disability which exceed five consecutive work days in duration. The rate of pay for purposes of income protection shall be the Superintendent's rate of pay on the first day of illness or disability. Such income protection benefit shall not apply at such time that the Superintendent qualifies for long-term disability insurance benefits provided under this agreement. The Superintendent shall furnish medical certification to the Board regarding the necessity for the disability leave. If the Board has reason to doubt the validity of the medical certification supplied by the Superintendent, it may require a second opinion, at Board expense. After taking such disability leave, the Superintendent shall provide the Board a certification that she is fit for duty from the Superintendent's health care provider. A second opinion may be required by the Board, at its expense, unless such a second opinion in this context is precluded by the Family and Medical Leave Act. Should the Superintendent be unable to perform any or all of her duties by reason of illness, accident or other cause beyond her control, and if the disability continues for more than 90 days during any school year, or if it is permanent, irreparable or of such a nature as to make the performance of the Superintendent's duties impossible, the Board may, in its discretion, terminate this agreement, and all the duties, rights and obligations of both parties shall end.

8. **Professional Development:** The District will support the Superintendent's professional development by reimbursing him/her for membership charges for professional, and civic, health or welfare organizations and for attendance at professional conferences proposed by the Superintendent and approved by the Board.

9. **Expenses:** The District will reimburse the Superintendent for reasonable and necessary expenses incurred on District business, including mileage reimbursement comparable

to that given to District Administrators. The Superintendent will submit itemized expense statements, on a monthly basis, to the Board for review and approval.

10. **Other Work:** The Superintendent may undertake other work during the term of this Agreement, provided the other work does not interfere with the time and effort necessary to perform her duties under this Agreement, and upon advance approval of the President of the Board of Education.

11. **Conflicts of Interest:** The Superintendent will not possess or acquire, directly or indirectly, any interest adverse to the District. If a question arises whether the Superintendent possesses or has acquired an impermissible conflict of interest, the Superintendent will, as soon as practicable, fully disclose the questioned interest to the Board for its review and disposition, which disposition will be controlling.

12. **Evaluation:** The Board will evaluate the Superintendent's performance, in writing, in accordance with applicable Board Policy. The Board and the Superintendent will meet to establish criteria for the Superintendent's evaluation by no later than October of each year. If they are unable to establish mutually agreeable criteria/goals, the Board may unilaterally establish the criteria/goals. Consistent with the requirements of applicable law, the Board and Superintendent shall also establish criteria for job performance and job accomplishments as a significant factor in determining compensation.

The Board, or a committee thereof, and the Superintendent may meet at mutually agreeable times to review the Superintendent's performance and progress. The Superintendent may, within 14 days from receiving the Board's written evaluation, submit a written comment or rebuttal.

13. **Indemnification/Hold Harmless:** For any action or non-action taken by the Superintendent, 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 her individual capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting within the scope of her employment, such liability coverage is within the authority of the District to provide under state law, and excluding criminal litigation; it is further understood 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. The Superintendent shall immediately notify the Board of any request for indemnification for any claim or action against her. The District has the right to conduct the defense of any such claim or action and the Superintendent shall fully cooperate with the District in the defense. The District may purchase liability insurance to cover its responsibilities set forth above. It is understood that the provisions above shall remain applicable and in effect even after the Superintendent terminates her employment with the District.

14. **Termination/Reassignment:** This Agreement will terminate on June 30, 2017. The Superintendent enters into this agreement with no expectation of continued employment with the District beyond that date. Prior to the contract expiration date, the District shall be entitled to terminate the Superintendent's employment at any time during the term of this

Agreement for just cause. The District may terminate this agreement without further obligation or liability to Superintendent for salary, remuneration or fringe benefits, if the Superintendent commits acts of moral turpitude, misconduct, dishonesty, fraud, insubordination or incompetence; if the Superintendent materially breaches the terms and conditions of the agreement; or if the Superintendent commits acts otherwise constituting just cause for discharge. The "just-cause" standard for termination of this Agreement during its term shall not apply to non-renewal of this contract at any interval at which the District is required to take action to renew or not renew it, which decision is discretionary with the Board of Education, or upon final expiration of its term. It is further understood that the Board may reassign the Superintendent to a different administrative position within the district during the term of this Agreement, with the understanding that in this event the compensation provided to the Superintendent would not be less than that provided under this Agreement.

The "just-cause" standard in this agreement shall be construed to be the same standard as required under applicable law (i.e., if an applicable statute provides that the standard for involuntary termination should be "arbitrary and capricious", then that standard shall apply). This agreement can also be terminated by an emergency manager appointed under applicable law.

15. **Limitations of Actions:** The Superintendent and the District agree that any civil action or administrative complaint arising from or relating to the Superintendent's employment with the District, the termination of the Superintendent's employment with the District or this Agreement, must be filed no later than 180 calendar days from the date on which the civil action or administrative complaint accrued, or no later than 180 days from the termination of the Superintendent's employment, whichever is sooner. The District and the Superintendent waive any longer limitations period. This paragraph is not intended to, and should not be construed, to extend any statutory limitations period shorter than 180 calendar days.

16. **Binding Arbitration:** The Superintendent and the District agree that, except as set forth in the final sentence of this paragraph, any and all claims, demands, actions and causes of action whatsoever, arising from or relating to the Superintendent's employment by the District and the negotiation, execution and interpretation of this Agreement, will be submitted to final and binding arbitration before a single arbitrator 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 such an arbitration award in any court of competent jurisdiction. This paragraph does not apply to a decision by the District not to renew this Agreement, which decision may not be submitted to final and binding arbitration.

17. **Waiver of Breach:** The District will not waive any breach of any provision of this Agreement except in writing. Such a waiver will not waive future breaches.

18. **Severability:** If any provision of this Agreement is prohibited by the laws of the United States or the State of Michigan, that provision will be unenforceable without invalidating the remaining provisions of this Agreement.

19. **Entire Agreement:** This Agreement is the parties' entire agreement and supersedes any other prior or contemporaneous agreement, written or verbal. The Agreement

may not be modified or rescinded except by another written agreement, approved by the Board in a public meeting, and signed by both the parties. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

SUPERINTENDENT

BOARD OF EDUCATION OF THE
LAKE ORION COMMUNITY SCHOOLS

Maria (Marion) Ginopolis

Date: _____

By: _____

Deborah Porter, Its President

Date: _____

By: _____

Connie Meech, Its Secretary

Date: _____

Addendum

Cabinet Conditions of Employment 2016-17 Contract Year

- No Cabinet Member shall advance a step on the Salary Schedule if eligible (steps shall be frozen).
- Cabinet Members who are eligible for step advancement but are frozen for the 2016-2017 school year shall have their “base salary”, as referenced in their contract, reduced by one percent (1%). This reduction shall not apply to Tax Sheltered Annuities, Longevity, Merit Pay, or Mileage Reimbursement compensation.
- Cabinet Members who are not eligible for step advancement shall have their “base salary”, as referenced in their contract, reduced by two percent (2%). This reduction shall not apply to Tax Sheltered Annuities, Longevity, Merit Pay, or Mileage Reimbursement compensation.
- This provision shall expire at the conclusion of the 2016-2017 school year and salaries shall be restored to the 2015-2016 level, prior to the reduction for the furlough day, for the 2017-2018 School year. In addition, for the 2017-2018 school year those who were eligible for step advancement during the 2016-2017 school year but were frozen shall move one step on the Salary Schedule to the next step.