

SUPERINTENDENT CONTRACT
BOARD OF EDUCATION OF THE
MELVINDALE-NORTHERN ALLEN PARK SCHOOL DISTRICT

THIS AGREEMENT, entered into this 18th day of April, 2016 between the **Board of Education of the Melvindale-Northern Allen Park School District**, hereinafter called, "Board," and **Dr. Kimberly Soranno**, hereinafter called "Superintendent."

WHEREAS, the Board of Education, at a meeting held on the 14th day of March, 2016 approved the contract of the Superintendent in accordance with the terms and conditions of this contract; and

WHEREAS, the Superintendent desires to be employed by the Board of Education in accordance with the terms of this contract.

WITNESSETH:

1. Duties.

The Superintendent agrees, during the period of this contract, to faithfully perform her duties and obligations in such capacity for the School District including, but not limited to, those duties required by applicable sections of the Revised School Code, as amended, as to Superintendent of school. She will act as an advisor to the Board on matters pertaining to the school administration or the School District, and she will inform the Board as to administrative actions taken on its behalf. The Superintendent shall act as chief negotiator in all negotiations for collective bargaining agreements with School District employees. The Superintendent shall recommend, effect, or cause to be effected, the policies and programs of the Board of Education as may be adopted, from time-to-time, and in general, she will faithfully and diligently fulfill all the duties and obligations incumbent upon her as the executive head of the administrative section of the school system and the School District.

2. Qualifications

The Superintendent represents that she possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Department of Education, and those required by the Board to serve in the position assigned. Additionally, Administrator agrees, as a condition of her continued employment, to meet all continuing education requirements or certification requirements for the position assigned, as are and may be required by law and/or by the State Board of Education. If at any time Administrator fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

3. Term.

The Board agrees to employ **Dr. Kimberly Soranno** as Superintendent for a term effective April 18, 2016 through June 30, 2019.

The parties acknowledge that this contract shall be extended for an additional year if the Board does not affirmatively non-renew same at least 90 days prior to the end of each contract year. The Superintendent shall have the duty to advise the Board of this requirement 120 days prior to contract year end. Should the Board decide to not non-renew the contract, one additional year shall be added to the term. The salary for any additional year(s) shall be determined as provided in Paragraph 9, below.

4. Evaluation.

The Board will evaluate the Superintendent's performance annually, and in writing, using an evaluation instrument with multiple rating categories, that takes into account data on student growth as a significant factor and established performance goals, and that is mutually agreeable, provided that the Board will establish the evaluation instrument and criteria in the absence of agreement. The Board will grant a request by the Superintendent to meet to discuss her written evaluation in closed session.

5. Tenure.

The Superintendent shall not be deemed to be granted continuing tenure in any administrative capacity, but may be deemed to have been granted continuing tenure as an active classroom teacher in accordance with the provisions of the Michigan Teacher Tenure Act.

6. Professional Liability.

The Board 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, or in her official capacity as agent and employee of the District, provided the incident arose which the Superintendent was acting within the scope of her employment. The Board shall provide public liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgments resulting from her functioning as Superintendent and will reimburse her for any portion of such expense and judgments not covered by insurance. In no case will individual Board members be considered personally liable for indemnifying Superintendent against such demands, claims, suits, actions and legal proceedings.

7. Professional Meetings.

The Superintendent may attend such professional meetings at the local, state and national levels, as are approved by the Board, the actual and necessary expenses of said attendance to be paid by the District.

8. Professional Dues.

The District shall pay the Association dues of the Superintendent for the American Association of School Administrators, the Michigan Association of School Administrators and the M.A.S.A. Region in which the School District is located, as well as other appropriate affiliations approved by the Board.

9. Compensation.

The Board agrees to pay the Superintendent for her services during the first year of said contract, in equal installments, in accordance with the policy of the Board of Education

governing the same for its full-time administrative employees. Compensation for the 2015-2016 contract year shall be One Hundred Thirty-One Thousand (\$131,000.00) Dollars. Compensation for all subsequent contract years shall be negotiated by and between the Board and the Superintendent. Consistent with the requirements of Race-to-the-Top legislation, the Board and Administrator shall also establish criteria for job performance and job accomplishments as a significant factor in determining compensation and any and all additional compensation in accordance with guidelines promulgated by the Michigan Department of Education that may be applicable.

10. Fringe Benefits.

The Board of Education shall provide the Superintendent with all benefits given to teachers and building administrators, except as provided herein:

- (a) Term life insurance in the amount of two (2) times her annual salary.
- (b) The Superintendent will accrue and accumulate .833 days of compensated time off (CTO) for each month that she receives pay in her contract year, but not to exceed ten (10) days per contract year. Unused compensated time off days will accumulate and be designated as "compensated time-off allowance." Neither compensated time off, nor accumulated time off allowance will be eligible for any severance purposes.
- (c) If Superintendent is compelled to serve as a juror, the Board will pay the difference between jury duty pay and her salary.
- (d) Twenty (20) vacation days per year with four (4) additional days to be used only during Spring Break. Superintendent shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District. The Board President shall be notified in advance of all scheduled vacations. Unused vacation days may be carried over from one contract year to the next contract year to be entered into the Sick Bank.
- (e) Reimbursement for the monthly cost of the Superintendent's cell phone.
- (f) All other Fringe Benefits provided to other District Administrators that are not specifically amended by subparagraphs (a) through (e), above.

11. Transportation.

The Board shall reimburse the Superintendent, at the IRS rate for all mileage put on her personal vehicle when used for District business. Said reimbursement shall be paid monthly.

12. Tax Sheltered Annuity.

In lieu of other payments, (educational classes, continuing education, etc.), the Board shall pay the Superintendent a Five Thousand (\$5,000.00) Dollar stipend for the sole purpose of a contribution to a Tax Sheltered Annuity Company of the Superintendent's choice. This stipend will be paid in one payment in January.

13. Curriculum Director.

For the 2016-17 contract year, the Superintendent shall also assume the duties of the Curriculum Director. The Superintendent shall receive a stipend of Twenty Four Thousand (\$24,000.00) Dollars. If the Superintendent decides to decline to undertake the duties of the Curriculum Director's position, or, if the Board shall remove those duties, the stipend shall be forfeited on a pro-rata basis. This assignment shall be reviewed by the Board and Superintendent yearly.

14. Termination Provisions.

The Superintendent shall be subject to discharge for good and just cause, but the Board shall not arbitrarily and capriciously dismiss her. No discharge shall be effective until written charge(s) have been served upon her and she shall have had an opportunity for a fair hearing before the Board after ten (10) days' notice in writing. Said hearing shall be public or private at the option of the Superintendent. At such hearing, she may have legal counsel at her own expense.

The decision whether to renew or not to renew the contractual relationship is solely within the discretion of the Board for the School District. However, in the event the Board shall decide not to renew this Contract, appropriate prior written notice of such non-renewal shall be given to the Superintendent in conformity with the Revised School Code.

15. Amendment.

This Agreement constitutes the entire understanding and agreement of the parties, superseding any prior agreements. No change shall be effective with respect to the terms of this employment agreement unless in writing and signed by both parties.

16. By-laws and Regulations.

That the by-laws and amendments thereto and the rules and regulations and additions thereto of the Board of Education shall be binding upon both parties and shall be part of this contract.

17. Periodic Personnel Evaluation.

That Superintendent hereby requests that any Board discussions relative to her periodic personnel evaluation be accomplished in closed session as is allowed by the Michigan Open Meetings Act.

18. Dispute Resolution

In the event of any dispute between the parties relating to discharge of Administrator during the term of this Contract, the parties hereby agree to submit such to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association.

The parties intend that this process of dispute resolution shall be inclusive of all contract and statutory claims advanced by Administrator arising from Administrator's discharge during the term of this Contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. However, this agreement to arbitrate does not restrict Administrator from filing a claim or charge with any state or federal agency (such as the Equal Employment Opportunity Commission or the Michigan Department of Civil Rights), and does not apply to any claims for unemployment compensation or workers' compensation which may be brought by Administrator. Instead, this agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings.

This agreement to arbitrate means that Administrator is waiving her right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceedings, Administrator shall have the right to representation by counsel of her choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery and the right to a fair hearing. However, Administrator, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.

The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and Administrator, subject to the right of Administrator to seek to tax such fees as costs against the Board.

Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within one hundred eighty (180) days of the effective date of Administrator's discharge during the term of this Contract. The Decision and Award of the arbitrator shall be final and binding and judgment thereon may be entered in the Circuit Court for the 3rd Judicial Circuit of Michigan (Wayne County).

**BOARD OF EDUCATION OF THE
MELVINDALE-NORTHERN ALLEN
PARK SCHOOL DISTRICT**

By: _____
Harriet Bowerman, President

By: _____
Matthew Rader, Secretary

By: _____
Dr. Kimberly Soranno, Superintendent

**ADDENDUM TO THE CONTRACT BETWEEN
DR. KIMBERLY SORANNO
AND
THE BOARD OF EDUCATION OF THE
MELVINDALE-NORTHERN ALLEN PARK SCHOOL DISTRICT**

The Board of Education, at a meeting held on the 10th day of December, 2018, approved changes to the contract of Dr. Kimberly Soranno, Superintendent and Curriculum Director in Melvindale-Northern Allen Park Public Schools District. The original contract remains the same, with the following changes:

Term of Contract:

The Board agrees to extend the term of this contract through June 30, 2021.

**BOARD OF EDUCATION OF THE MELVINDALE-
NORTHERN ALLEN PARK PUBLIC SCHOOLS**

By: _____
James Beri, President

By: _____
Matthew Rader, Secretary

By: _____
Dr. Kimberly Soranno, Superintendent