

SUPERINTENDENT'S EMPLOYMENT AGREEMENT

The Board of Education of the Grosse Pointe Public School System ("Board") agrees to employ Gary C. Niehaus ("Niehaus" or "Superintendent") as the Superintendent of Schools for the Grosse Pointe Public School System ("School District" or "District"), and the Superintendent agrees to serve the Board and the District in that capacity, according to the following terms and conditions:

1. Term. The District will employ the Superintendent for the period from June 1, 2015 to June 30, 2018. It is understood that the parties will discuss an extension of the parties' Agreement no later than March 31, 2017. It is further understood that in accordance with applicable law, 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 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.

4. Duties. The Superintendent is engaged to perform the duties and responsibilities of superintendent of schools as prescribed by the Board of Education pursuant to the Revised School Code, and as may be established, modified or amended from time to time by the Board. The Superintendent acknowledges the ultimate authority of the Board with respect to his assignment and duties, and agrees to faithfully perform the duties and responsibilities assigned by the Board. Further, the Superintendent shall comply with and fulfill all duties and responsibilities required by state and federal law and regulations and carry out the educational programs and policies of the School District for which he is responsible during the term of this agreement. The Superintendent shall devote his talents, skills, efforts and abilities to the competent and proficient fulfillment of all duties and responsibilities of the position assigned. The Superintendent will not withhold from the Board, and will promptly report to the Board, facts or information which affect or are 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. Salary and Other Remuneration.

A) Salary: The Superintendent's annual salary will be \$194,000 (One Hundred Ninety Four Thousand Dollars), pro-rated for the number of weeks actually worked,

payable in equal installments over the course of the school year. It is understood that the Superintendent shall be paid a pro-rated amount of the annual salary for his work in the month of June 2015.

B) Method of Payment: The Superintendent's compensation under this paragraph shall be paid biweekly, subject to deductions for withholding taxes, other deductions required by law and other amounts authorized by the Superintendent, with the approval of the Board of Education or its designee.

C) Merit Pay: Consistent with the requirements of applicable legislation, the Superintendent shall be eligible for a merit lump-sum payment based upon his performance of up to \$5,000 (Five Thousand Dollars), which shall be paid in June. The Superintendent shall receive the full amount of such payment if he is rated Highly Effective on his final year-end evaluation; one half of this amount if he is rated Effective on his final year end evaluation, and shall not receive any payment if he is rated Minimally Effective or Ineffective on his final year-end evaluation.

D) Vacation and Holidays: The Superintendent shall be granted twenty-five (25) duty days of vacation during each school year (pro-rated for the number of weeks actually worked), without loss of salary, to be taken at such times as are commensurate with the responsibilities of the position for which he is employed. Vacation days are to be used in the year earned; however, up to five unused vacation days may be carried over to be used in the next school year. Records as to vacation days taken shall be maintained in the Department of Personnel of the District. Holidays shall be the same as provided to other central office administrators.

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

A) Group life insurance, long-term disability coverage, health coverage, dental coverage and vision coverage in an amount equal to the amount he would receive if he were covered under the Central Administrators' Agreement then in effect, with the understanding that he will contribute toward the cost of such insurances on the same basis as provided in the Central Administrators' Agreement or as otherwise required by law.

B) Paid sick leave benefits up to 90 days per year (usage of days to be governed in the same manner as other central office administrators).

C) Non-contributory Plan payments to the Michigan Public School Employees Retirement System, to the extent required by law.

The right to paid leaves of absence (other than sick leave) without prior approval of Board, or to any form of severance, termination or death benefits from the District, is specifically denied.

7. Disability. The Superintendent shall be granted up to 90 (ninety) days of sick leave for personal illness or disability per year as noted above. 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 he 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 his duties by reason of illness, accident or other cause beyond his control, and if the disability continues for more than 90 work 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. Expenses. The District will reimburse the Superintendent for reasonable and necessary expenses incurred on District business upon his presentation of itemized expense statements (excluding auto/mileage expenses incurred in the tri-county area).

9. Other Work and Interests. The Superintendent may not accept other employment or work, or acquire interests, that may be adverse to or otherwise interfere with his/her ability to execute his duties under this Agreement, except with prior notice to and approval by the Board.

10. Professional Development. The District will pay, or reimburse the Superintendent, for reasonable costs associated with membership in appropriate professional organizations, as well as the cost of registration for attending professional development activities, such as professional conventions, meetings and conferences, for which he has obtained Board approval. Absent Board approval, the Superintendent will pay the travel/lodging costs associated with attending professional development activities, such as professional conventions, meetings and conferences.

11. Evaluation. The Board shall engage in a systematic evaluation of the Superintendent's performance annually and in accordance with Board policy and the law. In addition, the parties agree to meet quarterly (no later than September 15, December 15, March 15, and June 15) to review progress on District goals and related performance issues.

12. 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.

13. Termination. The Superintendent may terminate this Agreement during its term by providing the Board with at least 60 days advance notice. The Board or the District may terminate this Agreement without further obligation or liability to the Superintendent for salary, remuneration or fringe benefits, if the Superintendent commits acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, and/or incompetence; if the Superintendent materially breaches the terms and conditions of the Agreement; and/or if the Superintendent commits acts otherwise constituting just cause for discharge. "Just cause" shall specifically include, but not be limited to, conviction for offenses involving impairment or illegal possession related to drugs or alcohol. The "just-cause" standard for termination of this Agreement during its term shall not apply to non-renewal of this Agreement at any interval at which the Board 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 the term of the 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.

14. Arbitration. The Superintendent and the District agree that any and all claims arising from, or relating to, the Superintendent's employment with the District or this Agreement will be subject to final and binding arbitration according to the American Arbitration Association's National Rules for the Resolution of Employment Disputes. The Superintendent and the District also agree that a judgment on the award of the arbitrator(s) may be entered in any court of competent jurisdiction. The Superintendent and the District acknowledge and agree this paragraph of this Agreement precludes either from filing covered claims in court and, therefore, waive any otherwise available right to trial by jury.

15. Limitations of Actions. The Superintendent and the District agree that any civil action or demand for arbitration must be filed no later than 180 calendar days from the date on which the claim or cause of action upon which the civil action or demand for arbitration is based 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.

16. 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.

17. 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.

18. 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.

Gary C. Niehaus
Gary C. Niehaus

Dated: 5/18/15

GROSSE POINTE PUBLIC SCHOOL SYSTEM

By: Judy Gafa
Judy Gafa, Board President

Dated: 5/18/15

By: Margaret Weertz
Margaret Weertz, Board Secretary

Dated: 5/18/15



**Office of
Superintendent of Schools
Gary C. Niehaus**

389 St. Clair Street
Grosse Pointe, Michigan 48230
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Enclosure: VI. G.

To: GPPSS Board of Education Members
From: Gary C. Niehaus, Superintendent
Date: January 14, 2019

RE: Extension of Executive Administrator Contracts

The following administrative positions are considered members of the executive administrative team:

- Superintendent
- Deputy Superintendent of Educational Services
- Deputy Superintendent of Financial Services
- Director of Pre-K – Elementary Instruction
- Director of Secondary Instruction
- Director of Student Services

Currently, each individual holding the above positions has an individual employment contract with GPPSS that expires on June 30, 2020.

Based on the performance of this group, the following is recommended regarding the continued employment of the individuals holding the positions listed above:

- Each would be awarded a new one-year employment contract effective July 1, 2020 that expires on June 30, 2021. (This in effect would be a one-year extension of their current employment relationship with GPPSS.)
- Each would have the terms and conditions, including salary, of their contract negotiated from their current contract in conjunction with union contracts.
- For the superintendent, the merit pay for this position would remain the same at \$10,000.
- For the deputy superintendent and director level executive positions, the merit pay amount would be unchanged from 2.5% of annual salary to a flat rate of \$5000 annually.
- The merit pay eligibility for all executive positions would be unchanged from the current contract language.

Attached to this memo is the draft resolution that the BOE would take action on at the January 28, 2019 BOE meeting. Additionally, attached is a draft contract that would be provided to the deputy superintendent and directors. The only changes to this contract relative to the previous contract are the effective dates. Base salary remains unchanged.

THE GROSSE POINTE PUBLIC SCHOOL SYSTEM
Grosse Pointe, Michigan



ADMINISTRATIVE EMPLOYMENT AGREEMENT
FOR NON-UNION POSITION

THIS CONTRACT, entered into this 1st day of July, 2020, between the Board of Education of THE GROSSE POINTE PUBLIC SCHOOL SYSTEM, hereinafter referred to as "the Board," and _____ hereinafter referred to as "the Administrator,"

WITNESSETH:

WHEREAS, THE GROSSE POINTE PUBLIC SCHOOL SYSTEM is duly organized as Michigan public school district pursuant to the Michigan School Code, and is authorized to employ Administrators; and

WHEREAS, the Administrator is desirous of being employed by the Board in accordance with the terms hereof;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. **Employment:** The Board agrees to employ the Administrator in the capacity hereinafter specified, subject to the provisions hereof.
2. **Assignment:** The Administrator's initial assignment under this Agreement shall be the position of _____. It is expressly understood that the Administrator may be assigned, reassigned and/or transferred by the Superintendent during the term hereof or any succeeding term.
3. **Qualifications:** The Administrator hereby represents that he/she holds all certificates, permits, licenses, degrees and other qualifications required for the position to which he/she has been assigned, unless waived by the Board.
4. **Duties and Responsibilities:** The Administrator hereby agrees to devote time, skills labor and attention to the position to which he/she is assigned, agrees to perform the duties and responsibilities of that assignment, along with any other duties and responsibilities assigned by the Superintendent, and agrees to abide by the rules, regulations, and policies of the Board.
5. **Salary:** The Administrator's annual salary will be INSERT SALARY FIGURE, pro-rated for the number of weeks actually worked, payable in equal installments over the course of the school year. The Administrator shall be afforded the fringe benefits as set forth in the attached Salary and Fringe Benefits Supplement.
6. **Evaluation.** The Superintendent or designee shall engage in a systematic evaluation of the Administrator's performance annually and in accordance with Board policy and the law. The evaluation is to review progress on goals and related performance issues and to provide professional growth.
7. **Merit-Pay:** Consistent with the requirements of applicable legislation, the Administrator shall be eligible for a merit lump-sum payment based upon his performance of up to \$5000 in 2021, the Superintendent will receive \$10,000, which shall be paid in June. The Administrator shall receive the full amount of such payment if he is rated Highly Effective on his final year-end evaluation; one half of this amount if he is rated Effective on his final year end evaluation, and shall not receive any payment if he is

rated Minimally Effective or Ineffective on his final year-end evaluation.

8. Termination. The administrator may terminate this Agreement during its term by providing the Board with at least 60 days advance notice. The Board or the District may terminate this Agreement without further obligation or liability to the Administrator for salary, remuneration or fringe benefits, if the Administrator commits acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, and/or incompetence; if the Administrator materially breaches the terms and conditions of the Agreement; and/or if the Administrator commits acts otherwise constituting just cause for discharge. "Just cause" shall specifically include, but not be limited to, conviction for offenses involving impairment or illegal possession related to drugs or alcohol. The "just-cause" standard for termination of this Agreement during its term shall not apply to non-renewal of this Agreement at any interval at which the Board 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 the term of the 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.

9. Term: This Contract shall commence on July 1, 2020 and continue for a one (1) year period ending June 30, 2021, unless terminated sooner pursuant to the terms of this contract.

10. Non-Renewal: This Contact shall be subject to non-renewal in accordance with the provisions of the Michigan School Code, as amended.

11. Tenure Exclusion: It is expressly agreed that the Administrator shall not be deemed to be granted continuing tenure under the Michigan Teacher Tenure Act in the capacity of an Administrator of any other non-teaching capacity.

12. Subject to Law: Any provision of this Agreement prohibited by the laws of the United States of the State of Michigan shall be ineffective to the extent of such provision only without invalidating the remaining provisions of this Agreement.

Board of Education
THE GROSSE POINTE PUBLIC SCHOOL SYSTEM
Wayne County, Michigan

By: _____ Date: _____
_____, Administrator

By: _____ Date: _____
Dr. Gary C. Niehaus, Superintendent