

## SUPERINTENDENT'S EMPLOYMENT AGREEMENT

The Board of Education of the Grosse Pointe Public School System ("Board") agrees to employ Michael Jon Dean ("Dean" 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 July 1, 2021 to June 30, 2024 subject to the terms and conditions outlined below. It is understood and agreed that the parties may also, by amendment, extend the expiration date of this Agreement at any time during the term of this Agreement, in which case the Agreement as amended shall be extended.
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:
  - a. shall 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;
  - b. 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;
  - c. shall comply with and fulfill all duties and responsibilities required by state and federal law and regulations;
  - d. shall be actively involved in community organizations so as to partner with these organizations in the furtherance of the mission of the District;
  - e. shall carry out the educational programs and policies of the School District for which he is responsible during the term of this agreement;
  - f. shall attend all meetings of the Board and its committees;
  - g. shall devote his full time and talents, skills, efforts and abilities to the competent and proficient fulfillment of all duties and responsibilities of the position assigned; and
  - h. 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 Renumeration

A) Salary: For the 2021-22 school year, the Superintendent's annual base salary will be \$185,000.00 (One Hundred Eighty Five and 00/100 Dollars). For the 2022-23 school year the Superintendent's annual base salary will be 190,000.00 (One Hundred Ninety Thousand and 00/100 Dollars). For the 2023-24 school year the Superintendent's annual base salary will be 195,000.00 (One Hundred Ninety Thousand and 00/100 Dollars). In addition, the Board will consider increases to the Superintendent's annual salary following a similar process used for determining annual compensation increases for the Central Office Administration. Salary shall be pro-rated for the number of weeks actually worked, payable in equal installments over the course of the school year.

B) Salary shall be paid biweekly, subject to withholding taxes and all other deductions required by law and other amounts authorized by the Superintendent, with the approval of the Board of Education or its designee.

C) Annual Evaluation Tool Merit Pay: Consistent with the requirements of applicable legislation and the Grosse Pointe Schools Executive Administrator Benefits Guide, the Superintendent shall be eligible for a merit/performance pay payment based upon his performance of up to \$10,000 (Ten Thousand Dollars), which shall be paid in June. The Superintendent shall receive the full amount of such payment if he is rated Highly Effective overall on his final year-end evaluation; one half of this amount if he is rated Effective overall on his final year-end evaluation, and he shall not receive any payment if he is rated Minimally Effective overall or Ineffective overall on his final year-end evaluation.

D) Benchmarked Merit Pay: In addition to the pay outlined under Item 5(A), annually the Superintendent will be eligible to earn an additional \$3,000 (Three Thousand Dollars) by demonstrating success in accomplishing mutually agreed upon annual milestones; in the absence of agreement, such milestones will be established by the Board. For the 2021-22 school year the milestone identified is the implementation of the strategies outlined in the Superintendent's GPPSS Time to Heal Plan for Community Engagement previously presented to the Board, including:

1 Conducting a series of facilitated forums for staff and the community to share their thoughts on the strengths and needs of GPPSS.

2 Obtaining a trained facilitator to support and update the GPPSS strategic planning process.

E) Tax Sheltered Annuity: During the first payroll period occurring after July 1 of each year, the District will contribute an amount equal to 11 percent of the Superintendent's salary on his behalf to a tax-sheltered annuity chosen by the Superintendent and approved by the Board of Education.

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 Grosse Pointe Schools Executive Administrator Benefit Guide then in effect, with the understanding that he will contribute toward the cost of such insurances on the same basis as provided in the Grosse Pointe Schools Executive Administrator Benefit Guide 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.

D) The Superintendent shall be eligible for all benefits identified in the Grosse Pointe Schools Executive Administrator Benefits except as specifically modified in this contract (for example, vacation days, travel/car allowance).

E) Vacation and Holiday: Vacation Days. 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 and as approved by the Board. Vacation days are to be used in the year earned; however, up to five unused vacation days taken 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.

F) Travel/Car Allowance: The Superintendent shall be paid an annual mileage stipend in the amount of \$6,000 (Six Thousand Dollars). This allowance covers all local travel including meetings to all district building, training/meetings at Wayne RESA, WCCCD, etc. Travel outside of the Tri-County area is eligible for mileage reimbursement at the federal IRS rate.

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 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. The Board will complete an annual evaluation of the Superintendent on or before February 1<sup>st</sup> of each year of this agreement. The Board and Superintendent will work cooperatively and in good faith to develop a mutually agreeable evaluation instrument which shall be identified no later than October 1<sup>st</sup> of each school year; in the absence of agreement, the Board shall establish the evaluation instrument. 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 to the extent required by 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.

GROSSE POINTE PUBLIC SCHOOL SYSTEM

Joseph B. Herd      7/26/21  
Joseph Herd, Board President      Date

Christopher Lee      7/9/21  
Dr. Christopher Lee, Board Secretary      Date

Michael Jon Dean      6/29/21  
Michael Jon Dean      Date

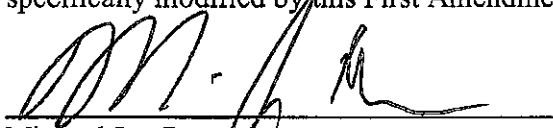
**FIRST AMENDMENT TO SUPERINTENDENT'S EMPLOYMENT CONTRACT**

The Board of Education of the Grosse Pointe Public School System ("Board") and Michael Jon Dean ("Dean") are parties to a contract ("Contract") commencing on July 1, 2021 and ending on June 30, 2024, setting forth the terms of Dean's employment as the Superintendent of Schools for the Grosse Pointe Public School System ("School District" or "District"). The Board and Dean agree to supplement and amend the Contract as follows.

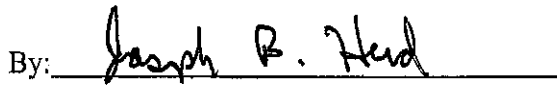
IT IS AGREED:

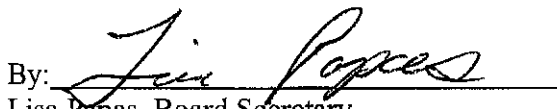
1. Term: The term of the Contract shall be extended by one year to end June 30, 2025, with the Board retaining the right in its sole discretion to extend employment thereafter subject to the agreement of the Board and Dean. Accordingly, the termination date set forth in Section 1 of the Contract, entitled "Term," shall be extended by one year to June 30, 2025, and this contract extension shall be incorporated into other provisions of the Contract as appropriate.

2. The Contract will otherwise remain in full force and effect except as specifically modified by this First Amendment.

  
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Michael Jon Dean  
Date: 5/19/22

BOARD OF EDUCATION OF THE  
GROSSE POINTE PUBLIC SCHOOL SYSTEM

By:   
\_\_\_\_\_  
Joseph Herd, Board President  
Date: 5/18/2022

By:   
\_\_\_\_\_  
Lisa Papas, Board Secretary  
Date: 5-9-2022