

**THIRD SECOND AMENDED AND RESTATED
SUPERINTENDENT'S CONTRACT**

THIS AGREEMENT entered into by and between the **BOARD OF EDUCATION OF THE FERNDALE PUBLIC SCHOOLS**, hereinafter called the **BOARD**, and **MR. GARY W. MEIER**, hereinafter called the **SUPERINTENDENT**.

WHEREAS, pursuant to **SUPERINTENDENT'S** Contract between the **BOARD** and the **SUPERINTENDENT** dated August 7, 2000, (the "Contract"), the **BOARD** appointed and employed **MR. GARY W. MEIER** as Superintendent of Schools commencing on the 21st day of August, 2000; and

WHEREAS, the **BOARD** and the **SUPERINTENDENT** thereafter entered into an Amended Superintendent's Contract effective July 1, 2002, a Second Amended Superintendent's Contract effective July 1, 2005, and Employment Agreement ~~Contract Addendums~~ **Addenda** dated as of August 15, 2005 and January 22, 2007, an Amended Restated Superintendent's Contract as of July 2, 2007, and an Employment Agreement ~~Contract~~ **Addendum** dated August 11, 2008, **an Addendum to Superintendent's Contract dated May 13, 2009, and a Second Amended and Restated Superintendent's Contract dated as of July 1, 2009**, (collectively the "Amended Contract"); and

WHEREAS, the **BOARD** and the **SUPERINTENDENT** now desire to extend and amend the Superintendent's Amended Contract, and to replace the Amended Contract with this ~~Second~~ **Third** Amended and Restated Superintendent's Contract; and

WHEREAS, the parties agree that the **SUPERINTENDENT** shall continue to perform the duties of the Superintendent of Schools in and for the public schools in the Ferndale Public Schools, hereinafter called the "**DISTRICT**", as prescribed by the provisions of this Contract, the rules and policies of the **BOARD**, and the statutes of the State of Michigan; and

WHEREAS, the Superintendent is agreeable to a reduction in his total annual compensation under this Contract in the amount of five (5%) percent of his base annual salary, the said reduction to be accomplished by a reduction in the Universal Buy-In paid for by the Board in years two through five (2-5) of this Contract.

In consideration of the mutual promises hereinafter set forth, the parties agree as follows:

1. **DUTIES:**

(A) The **SUPERINTENDENT** agrees to perform the duties of Superintendent of Schools of the **DISTRICT** as those duties are set forth in the statutes of the State of Michigan and in accordance with the job description for the **SUPERINTENDENT** as it may now exist, or

as it may be adopted or modified during the term of this Contract by the **BOARD**; and in accordance with the By-Laws and Policies, Rules and Regulations of the **DISTRICT**, as such may now exist or as such may from time to time during the term of this Contract be adopted and/or modified by the **BOARD**.

(B) The **SUPERINTENDENT** agrees to devote his full time and effort to the job of Superintendent of Schools. The **SUPERINTENDENT** agrees to perform the duties of **SUPERINTENDENT** in a competent and professional manner in accordance with the established policies and regulations of the Board of Education and laws of the State. The **SUPERINTENDENT** shall serve as Chief Executive Officer and Chief Administrative Officer of the **BOARD**. The **SUPERINTENDENT** shall be free to organize, reorganize and arrange the administrative and supervisory staff, including business affairs, in any way; which in his judgment best serves the **DISTRICT**. The **SUPERINTENDENT** shall have the authority and responsibility for the selection, hiring, placement and transfer of personnel, and to approve resignations, retirements, and leaves of absence for all **DISTRICT** employees, except that for the initial employment of all administrators and certified teaching staff, the **SUPERINTENDENT'S** recommendations shall be subject to approval by the **BOARD**. The reemployment of all central administrative staff shall be by Board resolution upon the recommendation of the **SUPERINTENDENT**. The **BOARD**, individually and collectively, shall refer all criticisms, complaints, and suggestions called to its attention to the **SUPERINTENDENT** for study and recommendation.

2. **TERM OF CONTRACT:**

The term of this ~~Second~~ **Third** Amended and Restated Superintendent's Contract shall commence on July 1, ~~2009~~ **2011** and shall continue through the 30th day of June, ~~2014~~ **2016**, unless this Contract is otherwise earlier terminated or suspended as provided by law or is otherwise extended.

The **BOARD** shall endeavor to review this Contract with the **SUPERINTENDENT** annually but shall, on or before March 30, ~~2014~~ **2016**, take official action determining whether or not it is terminated or renewed and extended and notify the **SUPERINTENDENT** of its action in writing.

3. **COMPENSATION:**

(A) The **SUPERINTENDENT'S** base annual salary for the ~~2009-2010~~ **2011-2012** school year shall be ~~remain at~~ **remain at** One Hundred Forty Thousand (\$140,000.00) Dollars, **subject to being** increased by the same percentage as the percentage increase agreed to by the Board of Education and the Association of Ferndale School Administrators for other administrators for such school year, **if any**. That base annual salary shall be increased for each school year thereafter by no less than the percentage increase as is agreed to by the Board of Education and the Association of Ferndale School Administrators for other administrators for

each such school year, **if any**. The **SUPERINTENDENT'S** salary shall be paid in twenty-six equal bi-weekly installments.

(B) The **BOARD** hereby retains the right to increase the base annual salary of the **SUPERINTENDENT** at any time or for any school year during the term of this Contract. Any salary once set by the **BOARD** shall not later be reduced during the term of this Contract.

(C) The **BOARD** will review the salary and fringe benefits provisions of this Contract annually in order to determine, in the exercise of its sole discretion, annual salary and fringe benefits for the ensuing school year. If any adjustment in salary and/or fringe benefits is made by the **BOARD**, all other provisions of this Contract shall be unaffected by such changes.

4. **FRINGE BENEFITS:**

The **SUPERINTENDENT** shall be entitled to and the **BOARD** shall pay the full premium for group term life insurance in the amount of ~~Three Hundred Fifty~~ **One Hundred Eighty-Five** Thousand (~~\$350,000~~ **185,000**) Dollars.

The Board shall pay 80% of the cost of the MESSA Choices insurance premium and the Superintendent shall pay the remaining 20% on a bi-weekly basis through payroll deduction, which the SUPERINTENDENT expressly authorizes by signing this Contract. The health insurance benefits may be changed by the BOARD to take advantage of cost savings by changing carriers and/or health insurance benefits provided to the SUPERINTENDENT. The SUPERINTENDENT shall receive the following insurance:

MESSA Choices II

- **In-Network Deductible: \$200 single/\$400 family**
- **Out-Of-Network Deductible: \$400 single/\$800 family**
- **Copay Amounts: \$20 Office Visit/\$25 Urgent Care/\$50 ER**
 - **w/Adult Immunizations**
- **Rx Copay: \$10 generic/\$20 brand name**
- **Dent80/80/80: 800/2000 2**
- **VSP 3**
- **Neg LTD 60% Max \$6,500**
- **1.5X Salary PAK Life***
- **1.5X Salary PAK AD&D**
- **Basic Term Life w/Med \$5,000**

***Total life insurance benefits equal \$360,000 (\$175,000 max with MESSA & \$185,000 per first paragraph, above)**

~~The **BOARD'S** annual base premium liability for health insurance during the 2009-2010 school year shall be \$15,007.93. Thereafter, the **BOARD'S** premium liability will be no more~~

than six percent (6%) above the prior school year's annual base premium and **SUPERINTENDENT** will be responsible for any increase greater than six percent (6%) above the prior school year's annual base premium. **SUPERINTENDENT** will pay the difference between the capped amount and the actual health insurance premium on a bi-weekly basis through payroll deduction, which **SUPERINTENDENT** expressly authorizes by signing this Agreement. The health insurance benefits may be changed by the **BOARD** to take advantage of cost savings by changing carriers and/or health insurance benefits provided to the **SUPERINTENDENT**:

Medical	Deductible: None; Rx: \$10/\$20
Long Term Disability	60% of Maximum Eligible Salary
	Maximum Monthly Benefit \$6,500
	Waiting Period: 90 Calendar Days:
	Modified Fill
	Alcohol/drugs: Same as Other Illnesses
	Mental/nervous: Same as Other Illnesses
	Social Security Offset: Family Own
	Occupation: 2 Years Minimum Benefit: 5%
	Survivor Income Benefit: 0 Months
	Pre-existing Conditions: Waived
	Freeze on Offsets: Yes
	Educational Supplemental Program: No
	Cola: Yes
Life Insurance	1.5 X Salary
	Basic Term \$5,000 W/medical
Accidental Death and Dismemberment	1.5 Salary
Vision	VSP 3
Dental	80/80/80: \$2,000 Annual Max
	80/800 Lifetime Max * Orthodontics
	Two Cleanings per Year

5. RETIREMENT SYSTEM FEES:

(A) Compensation of the **SUPERINTENDENT** during the term of this Contract shall also include payment by the **BOARD** of the full cost of the MIP Retirement Program, and the **SUPERINTENDENT'S** share of FICA and Medicare payments.

(B) Compensation of the **SUPERINTENDENT** during the term of this Contract shall also include an annual payment by the **BOARD** of an amount equal to fifteen percent (15%) of the **SUPERINTENDENT'S** base annual salary toward the purchase of an annuity contract for the **SUPERINTENDENT**, such payment to be made to the insurance provider selected by the **SUPERINTENDENT**; provided, however, that the **SUPERINTENDENT** shall have the option of electing to receive monies payable toward the purchase of such annuity contract in the form of a cash payout, less applicable withholding.

(C) The **BOARD** shall pay an additional amount for the purchase of universal buy-in (UBI) service for the **SUPERINTENDENT** from the Michigan Public School Employees Retirement System. In ~~2009-2010~~ **2011-2012**, the amount payable pursuant to this provision shall be Thirty-Five Thousand (\$35,000.00) Dollars, increased by the same percentage by which the base annual salary of the **SUPERINTENDENT** is increased for such school year. Thereafter, the amount shall increase each year by the same percentage by which the base annual salary of the **SUPERINTENDENT** increases, **but then reduced by \$9,375 per year in each of years 2 through 5 of this Contract. The intent of this provision is to reduce payment to the SUPERINTENDENT by a total of \$37,500 over the term of this Contract**; ~~provided, however, that~~ **SUPERINTENDENT** shall have the option of electing to receive monies payable toward the purchase of such UBI service in the form of a cash payout, less applicable withholding.

(D) Upon receipt of notification from the **SUPERINTENDENT** during the term of this Contract of his intent to retire, the **BOARD** shall provide **SUPERINTENDENT** with an employee severance plan not less than that offered AFSA or FEA at the time of the **SUPERINTENDENT'S** retirement.

6. ACCESSIBILITY:

(A) The **SUPERINTENDENT** shall make himself available and accessible to the members of the **BOARD**, the members of the administrative staff of the **DISTRICT**, and citizens of the **DISTRICT**. In determining "availability" and "accessibility," consideration shall be given to the **SUPERINTENDENT'S** role as the chief executive officer of the **DISTRICT** and the ~~property~~ **propriety** of delegating functions to his staff.

(B) The **SUPERINTENDENT** shall be expected to be regular in attendance at the following types of meetings:

(1) **BOARD** meetings, including executive sessions, as directed by the **BOARD**; and

(2) Committee meetings of Ad Hoc Committees or other committees appointed by the **BOARD** or the **SUPERINTENDENT** on which the **SUPERINTENDENT** is required to participate by the **BOARD**.

7. **PROFESSIONAL CERTIFICATION:**

The **SUPERINTENDENT** will furnish, throughout the life of this Contract valid and appropriate proof of his qualifications to serve as a **SUPERINTENDENT** of a School District in the State of Michigan as required by the applicable provisions of Michigan law or administrative regulations adopted pursuant thereto.

8. **EXPENSE REIMBURSEMENT:**

(A) The **BOARD** shall reimburse the **SUPERINTENDENT** for all actual and necessary travel and other expenses incurred in the performance of his official duties during his employment under this Contract, including expenses incurred in taking educational courses which the **BOARD** shall require the **SUPERINTENDENT** to take during the term of this Contract, or which are necessary to the **SUPERINTENDENT** to maintain certification, subject to such limitations as provided by law and/or by the **BOARD** or **BOARD** policy.

(B) **MILEAGE COMPENSATION.** **SUPERINTENDENT** will receive no reimbursement for the use of his personal automobile on School District business in Wayne, Oakland and Macomb Counties. Travel outside the Tri-County area shall be reimbursed at the IRS mileage rate upon submission of a sufficient expense report.

(C) **PROFESSIONAL SERVICES REIMBURSEMENT.** The **SUPERINTENDENT** shall receive a "professional services" payment in the annual amount of Four Thousand Two Hundred (\$4,200.00) Dollars, payable in equal bi-weekly installments, or such greater amount as the **BOARD** may approve for other **DISTRICT** central administrators. This stipend is provided by the **BOARD** in recognition of **SUPERINTENDENT'S** out-of-pocket expenses associated with participation in evening and weekend meetings, community activities, and responsibilities beyond the school year, as well as other non-reimbursed incidental expenses, said payment constituting full and complete compensation for such participation.

9. **VACATIONS, HOLIDAYS AND SEVERANCE PAY:**

(A) Vacation

(1) The **SUPERINTENDENT** shall receive thirty (30) days vacation leave each school year during the term of this Contract, exclusive of legal holidays.

(2) Vacation should, whenever possible, be used and taken during the school year earned. Unused vacation may be carried over into the next school year, upon the request of the **SUPERINTENDENT**, in writing, to do so, not to exceed fifty (50) days maximum accumulation; or cashed in, provided, however, the maximum number of days which may be cashed in each year is fifteen (15) days. Each vacation day shall be paid at the per diem rate applicable to the base salary in effect for the **SUPERINTENDENT** during the year such vacation was to have been taken. The per diem rate shall be determined by dividing the **SUPERINTENDENT'S** base annual salary for each school year by 260.

(3) Vacation shall be scheduled by the **SUPERINTENDENT** so as to minimize disruption of **DISTRICT** operations and at times acceptable to the **SUPERINTENDENT** and the **BOARD**.

(4) Any earned vacation time accrued in a contract year but unused and not cashed in as of June 30th of the contract year which is not carried over shall be lost as vacation time off as of such date.

(5) In the event the **SUPERINTENDENT** leaves the employment of the **BOARD**, he shall be paid for earned but unused vacation time then accrued to him and unused during the current school year. In the event of his death, such shall be paid to ~~the~~ **his** estate, as provided by law.

(B) Holidays

(1) The **SUPERINTENDENT** shall be entitled to all **BOARD** approved holidays for administrators which currently include the following thirteen (13) holidays: Independence Day (2), Labor Day, Thanksgiving Day, Thanksgiving Friday, Christmas Eve, Christmas Day, New Years Eve, New Years Day, Martin Luther King, Jr. Day, Good Friday, Easter Monday, and Memorial Day.

10. **PROFESSIONAL GROWTH:** The **SUPERINTENDENT** shall be encouraged to attend those professional meetings that improve the management practices of the **DISTRICT**. The actual and necessary expenses of said attendance shall be paid by the **DISTRICT** to the extent authorized by the **BOARD** in the Appropriation Budget. The **SUPERINTENDENT** is encouraged to join and participate in professional organizations related to the duties of the office. The dues and meeting attendance expenses for the following organizations shall be paid by the **BOARD**:

- (A) American Association of School Administrators (AASA)
- (B) Michigan Association of School Administrators (MASA)

(C) Either the Rotary Club, the Optimist Club or other civic/service club in Ferndale, Michigan, as selected by the **SUPERINTENDENT**.

11. **TAX DEFERRED ANNUITY:** Upon request of the **SUPERINTENDENT**, the **BOARD** shall withhold and transfer a portion of the **SUPERINTENDENT'S** salary to a tax-deferred annuity program of the **SUPERINTENDENT'S** choosing.

12. **SICK LEAVE AND OTHER LEAVES:**

(A) In addition to the number of days of sick leave currently accumulated, the **SUPERINTENDENT** shall earn and be credited with sick leave at the rate of one (1) day per month. Upon the **SUPERINTENDENT** attaining eligibility to retire and receive a pension from the Michigan Public School Employee's Retirement System, the **SUPERINTENDENT** shall, upon such retirement, receive payment for unused sick days, at the **SUPERINTENDENT'S** then-applicable per diem rate, up to a maximum of one hundred twenty-five (125) days. In the event of the **SUPERINTENDENT'S** death, such shall be paid to his estate.

(B) Other Leaves. All other forms of leave shall be in accordance with Michigan law and **BOARD** policy.

13. **PERFORMANCE EVALUATION:** The **BOARD** shall provide the **SUPERINTENDENT** with periodic opportunities to discuss **SUPERINTENDENT** and **BOARD** relationships. At least once annually, prior to March 30th, the **BOARD** shall endeavor to present the **SUPERINTENDENT** with a written evaluation of his performance completed according to any **BOARD** policy and applicable law, including any inadequacies as perceived by **BOARD** members.

14. **INDEMNIFICATION:** 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**, provided the incident giving rise to such demand, claim, suit, action or other legal proceedings arose while the **SUPERINTENDENT** was acting within the scope of his employment (including criminal litigation, in which case reimbursement of the cost of defense shall follow a judgment of acquittal or other dismissal of charges). In no case will individual **BOARD** members be considered personally liable for indemnifying the **SUPERINTENDENT** against such demands, claims, suits, actions, and legal proceedings.

15. **FULL TIME RESPONSIBILITY:**

(A) The **SUPERINTENDENT** shall devote his full time and attention to the responsibilities of his office.

(B) Notwithstanding the provisions of Paragraph (A) of this section, the **SUPERINTENDENT**, with notice to the **BOARD**, may undertake educational consultative

work, speaking engagements, writing, lecturing on other professional activities. Any fees received by the **SUPERINTENDENT** for such consultative work shall belong to the **SUPERINTENDENT** unless otherwise required by law.

16. **CONTRACT TERMINATION:**

(A) This employment Contract may be terminated by: (a) mutual agreement of the parties; (b) retirement, permanent total disability, or death of the **SUPERINTENDENT**; or (c) termination by the **BOARD** in accordance with the laws of the State of Michigan.

(B) The **SUPERINTENDENT** shall not be deemed to be granted ~~continuous~~ **continuing** tenure in any administrative position by virtue of this Contract.

17. ~~That~~ **The BOARD** and the **SUPERINTENDENT** shall fulfill all aspects of this Contract, any exception thereto being only by mutual consent expressed in writing by the **BOARD** and the **SUPERINTENDENT**.

18. This Contract shall supersede and replace all prior contracts between the **BOARD** and the **SUPERINTENDENT** effective as of July 1, ~~2009~~ **2011**.

Dated this ____ day of _____, ~~2009~~ **2011**.

**BOARD OF EDUCATION,
FERNDAL PUBLIC SCHOOLS**

By: _____
W. Charles Moeser, President
Board of Education

and

By: _____
~~Bruce Bethuy~~ **James E. Pfleger**, Secretary
Board of Education

**SUPERINTENDENT
GARY W. MEIER**

By: _____
Gary W. Meier