

SUPERINTENDENT'S EMPLOYMENT AGREEMENT

THIS AGREEMENT, is made by and between the LIVONIA PUBLIC SCHOOLS SCHOOL DISTRICT (hereinafter referred to as the "School District"), and ANDREA OQUIST (hereinafter referred to as the "Superintendent").

The School District and the Superintendent agree as follows:

1. The School District hereby employs the Superintendent to serve as the Superintendent of Schools for the term beginning July 1, 2018 and continuing through June 30, 2021. On or before, April 1, 2019, and each April 1st thereafter, the Board will formally advise the Superintendent if the School District is not going to extend this Employment Agreement for an additional one (1) year. In the event the Board fails to notify the Superintendent in writing on or before April 1, 2019 or each April 1st thereafter, that it is not going to extend the contract, the contract shall automatically be extended in additional one (1) year incremental periods.
2. The Superintendent agrees that under the terms of this contract, she is denied continuing tenure in her capacity as the Superintendent of the School District and she shall not acquire tenure in such position.
3. The Superintendent's salary shall be payable in equal installments every two (2) weeks. The school district will pay the Superintendent an annual base salary of \$190,000 for the 2018-2019 school year.

The Board of Education in consultation with the Superintendent, shall establish the annual salary for each succeeding year on or before each June 30th of the preceding school year, but in no event shall the established salary be less than the preceding school year. The yearly salary established by the Board of Education shall be reduced to writing each year and signed by the President of the Board of Education.

In addition, the Superintendent shall be paid the sum of \$4,300.00 per school year upon obtaining a Doctorate degree.

The Superintendent shall also receive longevity pay in accordance with the following schedule, with years referencing complete school years of employment the Superintendent has served both as the Interim Superintendent and Superintendent in Livonia Public Schools:

5-8 Years
\$5,000.00

9-11 Years
\$7,500.00

12 or More Years
\$10,000.00

The Superintendent shall also receive merit pay in the annual amount of \$9,100.00 upon her receipt of a performance evaluation from the School Districts Board of Education with an overall rating of at least "Effective." The merit pay will be paid in one (1) lump sum immediately upon the Superintendent's receipt of such a performance evaluation.

4. The Superintendent may enter into a salary reduction agreement to fund a tax-sheltered annuity under Section 403(b) of the Internal Revenue Code of 1954 in accordance with the policies of the School District.

As additional remuneration for services, the School District shall annually contribute an amount equal to 5 % of the Superintendent's base salary to a Tax Deferred Annuity plan/s of the Superintendent's choice allowed by state or federal law, including 401 (k), 403(b) or 457(b) plans. Such plan or plans shall be selected by the superintendent for her benefit and will have sole and exclusive use of these dollars subject to any limitations and conditions of the Internal Revenue Code. This non-elective contribution by the district is a minimum contribution and may be adjusted upward on an annual basis.

The School District and the Superintendent intend that all of the compensation items in this agreement will be treated as compensation for purposes of determining the Superintendent's final average compensation under the Michigan Public School Employees Retirement Act (MPSERA)

5. The Superintendent shall be reimbursed for reasonable expenditures of travel, meals, entertainment, professional association dues, automobile expenses, conferences and workshops approved by the Board of Education pursuant to any applicable School Board Policy, which expenditures are incurred in acting on the business of the School District. Such expenditures will be reimbursed upon presentation by the Superintendent of an itemized and detailed accounting of such expenditures and receipts relating thereto in the form customarily required by the School District and in conformity with the applicable rules and regulations of the Internal Revenue Service.

6. The School District agrees to defend, indemnify and hold the Superintendent harmless from and against all claims, suits, judgments, liabilities, costs and expenses arising from actions taken or decisions made in good faith within the scope of her employment while she is/was Superintendent. The Superintendent shall give the Board of Education of the School District notice of any claim for defense and indemnification hereunder promptly upon knowledge of any claim or action against her. The Board of Education shall have the right to appoint the attorney and conduct the defense of any such claim or action; provided, however, if the Superintendent fails to fully cooperate in the defense of any claim or action, then this provision of defense, indemnity and save harmless shall become null and void.

This indemnity and hold harmless provision shall survive the expiration of this Agreement.

7. The Superintendent shall receive, during the term of this Agreement, the following additional compensation and fringe benefits:

A A vacation period of six (6) weeks per year to be taken at such time as shall be set by mutual agreement between the Superintendent and the President of the Board. Vacation time cannot accumulate in excess of sixty (60) days. Upon termination of this Agreement, unused vacation days will be compensated. The daily rate shall be based upon a 260 day work year.

Up to seven and one half (7.5) vacation days which are earned but not used by the Superintendent by June 30 of each year shall be paid out to the Superintendent based upon her salary at the time of payment.

B. Health, dental, term life, disability, vision care, sick days, personal leave days and other fringe benefits, under the same terms and conditions as are granted by the School District to other employees in central office administrative positions. The Superintendent will contribute toward the cost of said health insurance, in an amount equal to the greatest of the following: (1) the amount contributed by other employees in central office administrative positions, (2) the "hard cap" amount as set forth in Michigan Public Act 152 of 2011, or (c) the 20% amount as set forth in Michigan Public Act 152 of 2011. Payroll deductions are authorized for this purpose.

9. The Superintendent shall be evaluated annually by the Board of Education and the evaluation shall be considered in open or closed session, as requested by the Superintendent, in accordance with the provisions of the Open Meetings Act.

10. The Superintendent agrees to submit to such comprehensive medical and/or mental examinations by a District-appointed physician, hospital or clinic, when, in the Board of Education's judgment, such examination is necessary to determine if the Superintendent can perform the essential job duties of her position, or to determine reasonable accommodations necessary to permit her to perform the essential job duties, or when such examination is otherwise job-related and consistent with business necessity. The cost of the physical and/or mental examination shall be borne by the School District and the Superintendent shall sign such medical release forms, and other documents, which are necessary to permit the Board of Education to receive all of the medical records and physician reports of the physical and/or mental examinations for the purposes provided for in this paragraph.

Each school year of this Employment Agreement, the Superintendent may, in her sole discretion, take a comprehensive physical examination by a physician, hospital or clinic

of her choice. The cost of the physical examination shall be borne by the School District. The Board of Education will be advised of any medical information which adversely affects the Superintendent's ability to perform the duties and responsibilities of her position, or any reasonable accommodations which may be necessary in order to permit the Superintendent to perform her essential job duties. Any information so provided by the Superintendent will be kept in the strictest of confidence by the Board of Education and will not be publicly disclosed.

11. The Superintendent shall perform the duties of the Chief Administrative Officer of the School District, including the duties proscribed by Board policy and in the School Code of 1976, as revised, and such other assigned duties as may be established by the Board of Education, and she agrees to obey, fulfill and abide by all rules, regulations, policies and decisions of the Board of Education.

As the Chief Administrative Officer, the Superintendent may organize, reorganize or arrange the departments within the School District, including the assignments/reassignments of administrative and supervisory staff, which in her judgment, best serves the School District and/or provides increased efficiency of operation. The actions of the Superintendent, however, shall not contravene the policies or directives of the Board of Education.

12. The Superintendent shall devote her full time and energy to the performance of her duties in a timely, faithful, diligent, efficient and fiscally responsible manner. The Superintendent further warrants, represents and affirms to the School District:

- A. That she is fully qualified to serve as Superintendent of Schools and agrees to maintain such qualifications in accordance with the laws of the State of Michigan and the rules and regulations of the Department of Education;
- B. That she is competent to perform the duties for which she is hired, is possessed of the requisite skill and knowledge to enable her to do so, and that she will faithfully serve and be regardful of the interests of the School District;
- C. That she will perform all duties in accordance with law and with such care and skill as is necessary to prevent injury to the property, good will and interests of the School District; and
- D. That she will not acquire any interests adverse to that of the School District.

13. The School District may terminate this Agreement, without liability hereunder, for salary and/or fringe benefits, for cause. Acts or omissions constituting cause shall include, but not be limited to, the following: if the Superintendent commits any act of moral turpitude or misconduct; in the event that she is no longer qualified to serve as

Superintendent of Schools, if she violates any of the terms or covenants of this Agreement; or if she is physically or mentally disabled. Disabled shall mean the Superintendent's inability to perform the essential job duties and functions of her position, with or without reasonable accommodation, for an aggregate of twelve (12) months during the term of this Agreement.

14. The School District's waiver of a breach of any provision of this Agreement by the Superintendent shall not operate or be construed as a waiver of any subsequent breach by the Superintendent. No waiver shall be valid unless in writing and approved by the Board of Education of the School District.

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

16. This Agreement contains the entire agreement of the parties hereto, and may not be altered, modified or rescinded by any prior contemporaneous statement or understanding of either such party, or any person on their behalf; this Agreement may be amended, modified, rescinded or otherwise altered during its term only by an express written "Modification," denominated as such, and signed by each of the parties hereto.

17. This Agreement is subject to approval by the School District's Board of Education.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

 Witness Date

 Andrea Oquist
 Superintendent

LIVONIA PUBLIC SCHOOLS
 SCHOOL DISTRICT

By: _____

Its: President

By: _____

Its: Secretary

 Witness Date

 Witness Date