

ANN ARBOR PUBLIC SCHOOLS
ADMINISTRATIVE CONTRACT

This Administrative Contract (the "Contract") is entered into this 30 day of March, 2011, by and between the Public Schools of the City of Ann Arbor, of Ann Arbor, Michigan (the "District") and Patricia Pataky Green (the "Superintendent").

1. Initial Term. The District employs the Superintendent as its Superintendent of Schools for a term beginning July 1, 2011, and ending on June 30, 2016, and the Superintendent agrees to accept such employment and to carry out the duties of such position under the direction of the District's Board of Education (hereinafter, the "Board").
2. Automatic Extension. As provided in the Michigan Revised School Code, unless the District gives written notice of non-renewal of this contract to the Superintendent at least ninety (90) days before the then-existing Contract expiration date, this Contract will, without further action, be automatically renewed for an additional one (1) year period.
3. Compensation. The District shall pay the Superintendent a base annual salary of Two Hundred Forty-Five Thousand and 00/100 (\$245,000.00) Dollars (the "Initial Salary"). The District retains the sole right and discretion to adjust the base annual salary of the Superintendent during the term of this Contract; provided, however, the District will not decrease the Superintendent's base annual salary during the term of this Contract. The District shall notify the Superintendent in writing of any adjustments to the Superintendent's base annual salary. A base annual salary adjustment by the District shall not create a new contract or be deemed an extension of the termination date of the existing contract unless expressly so stated. Payment of the base annual salary shall be in accordance with the District's standard payroll schedule applicable to other cabinet-level administrators of the District. The District will deduct from such base annual salary state, federal, and local taxes, and other payroll deductions as are required by law, and such other withholding and deductions as may be requested by the Superintendent and determined to be available and proper.
4. Duties and Responsibilities. The District and the Superintendent recognize and agree that this is a contract for the performance of professional services in the position of Superintendent of Schools. For the term of this contract, the Superintendent shall perform the duties and responsibilities of Superintendent of Schools. She shall perform these services in a competent and professional manner and shall comply fully with the policies and directives of the District, and all applicable federal, state, and local laws, ordinances, and regulations, whether now in force or hereafter adopted. The Superintendent shall also carry out, or cause to be carried out, the education programs and policies of the District during the term of this Contract. The Superintendent shall use her best efforts to maintain and improve the quality of education and operations of the District. During the term of this Contract the Superintendent shall devote her full time, skill, labor, and attention to the District, and shall engage in no other employment unless such employment is previously approved in writing by the District.
5. Credentials. The Superintendent will secure (effective no later than July 1, 2011) and maintain during the term of this Contract all certificates, credentials and qualifications required by law to accept and fulfill the position of Superintendent of Schools.

6. Fringe Benefits.

a. Vacation. The Superintendent shall earn 0.9615 working days' vacation per bi-weekly pay period (i.e., 25 days annually) which shall be credited to her vacation account as it is earned. Notwithstanding the foregoing, the Superintendent shall be permitted to utilize up to twenty-five (25) working days' vacation immediately upon her hire and each July 1 thereafter; provided, however, that at the time of the Superintendent's termination of employment for any reason, any vacation time that has been used in excess of her then earned accrual shall be reimbursed to the District. The time of vacation shall be determined by joint agreement of the Board President and the Superintendent. Any vacation days which are not used within six months of the end of the fiscal year in which the vacation time is accrued shall be forfeited and deleted from the Superintendent's accrued vacation bank. Upon termination of employment for any reason, the Superintendent shall be entitled to reimbursement for any unused vacation days remaining in the Superintendent's accrued vacation bank based upon the Superintendent's salary at the time of termination.

b. Benefits. Subject to and in accordance with the applicable provisions of the United States Internal Revenue Code, the District will secure and provide the Superintendent with long term disability and retirement benefits equivalent to such benefits given to other cabinet-level administrators of the District. The Superintendent has elected to voluntarily waive District paid medical, dental and optical benefits, commencing July 1, 2011. In consideration of her waiver of these benefits, the District shall pay the Superintendent the sum of Two Thousand Seven Hundred and 00/100 Dollars (\$2,700.00) per fiscal year (July 1 – June 30), or a prorated sum corresponding to the actual period for which benefits are waived. Payment, less any withholdings required by law, shall be made in equal periodic payments throughout the fiscal year in accordance with the payroll schedule applicable to the District's payment of the Superintendent's base salary. The Superintendent may opt in or opt out of District paid medical, dental and optical benefits due to any qualifying event as provided by applicable law. All periodic payments to the Superintendent in consideration of her waiver of medical, dental and/or optical benefits shall cease effective the date paid medical, dental and/or optical benefits are provided by the District.

The District also shall provide the Superintendent with term life insurance coverage equal to three times her base salary, as her base salary may be adjusted from time to time during the term of the Contract (including any extensions). The term life insurance benefits herein provided shall be payable to such beneficiaries as the Superintendent may designate in writing on the forms provided by the District for this purpose.

c. Other Paid Time Off.

i. The Superintendent shall also be entitled to three (3) days per fiscal year, with pay, to attend to personal business, the same not to accrue from year to year. The Superintendent shall further receive twelve (12) sick leave days per fiscal year, which, if unused, shall accrue from year to year up to a maximum of 200 days. If, upon exhaustion of all accrued sick days, the Superintendent is

required to be absent from employment due to medically established sickness or disability which prevents the Superintendent from performing the majority of the Superintendent's duties, the Superintendent shall continue to be paid her regular salary during such sickness or disability for up to six (6) months, without reduction in salary and thereafter for a like period but at one-half of the salary otherwise due, all such payments to be less any amounts payable under disability insurance provided by the District. All personal business and sick leave time shall be prorated where the Superintendent is employed for less than an entire fiscal year. Upon termination of employment for any reason, the Superintendent shall forfeit all sick and personal days that are unused as of the date of her termination.

ii. The Superintendent shall also receive the same paid holidays given to other cabinet-level administrators of the District.

d. Cellular Phone. The District shall purchase a cellular phone for the Superintendent's use and shall pay for all cellular phone calls and service expenses.

e. Membership Dues and Expenses.

i. Professional Organizations. The Superintendent is expected to obtain memberships in such professional organizations as may advance her competence as Superintendent. Accordingly, the District shall pay the actual and necessary dues, membership fees and related expenses incurred by the Superintendent for participation in up to four (4) professional K-12 education focused organizations of her choosing.

ii. Community Organizations. The District shall also pay up to \$2,500 per year for actual and necessary annual dues, membership fees and related expenses for membership in community service and civic associations. The Superintendent is expected to establish and maintain good relationships with persons and entities who are in a position to aid and assist in advancing the interests of the District.

f. Travel Expenses. The District will reimburse the Superintendent for actual and necessary expenses incurred for out-of-District business-related travel. Such expenses may include, but are not limited to, mileage, commercial carrier travel expenses, and meals and lodging.

g. Entertainment Expenses. The District shall reimburse the Superintendent for any actual and reasonable expenses incurred in the discharge of her official duties in the performance of functions in furtherance of the interests of the District.

h. Professional Development. The Superintendent shall attend appropriate professional meetings at the local, state and national levels, with reasonable expenses of said attendance to be paid by the District.

7. Relocation Expenses. The District will pay actual and necessary expenses reasonably incurred by the Superintendent for the moving of her furniture, furnishings, and other personal effects from the Superintendent's present residence to her new residence. The Superintendent shall secure three bids from professional moving companies and submit them to the Board President for approval.

8. Preemployment Services. At such times as may be agreed by the Board President and the Superintendent, the Superintendent shall spend time attending meetings and consulting in the District prior to July 1, 2011, to familiarize herself with the school system and community. Any such consulting days shall be considered preemployment consulting services for which the Superintendent shall be compensated at a daily rate in an amount equal to 1/260 of her base annual salary established in this Contract. For any professional services provided by the Superintendent prior to July 1, 2011, she shall be reimbursed for her actual, reasonable expenses for lodging, meals, and travel to, from and within the District. The preemployment services described herein are for consulting services and shall not affect the commencement of the term of service as Superintendent provided in this Contract.

9. Termination by District. The Superintendent shall at all times serve at the pleasure of the Board and her employment shall be terminable at any time by an affirmative vote of a majority of the Board at a meeting which is duly noticed and convened.

Should the Board terminate the Superintendent prior to the expiration of this Contract without cause, then the Superintendent shall be entitled to a one-time lump sum payment in an amount equal to eighteen (18) months salary at the rate being paid at the time of termination, or the salary which otherwise would have been paid to the Superintendent from the date of termination through the expiration of the Contract, whichever is lesser.

For purposes of this Contract, "cause" shall be defined as any of the following: (a) mutual consent of the parties; (b) death of the Superintendent; (c) incapacity of the Superintendent for a period of one year; (d) conviction of a felony; (e) conviction of a misdemeanor which reflects negatively on the District (such as any drug or sex offense); (f) any intentional act, omission of duty, or conduct by the Superintendent which brings discredit or injury to the reputation of the District; (g) any willful failure, or repeated failure (i.e., after written notice from the Board) by the Superintendent to comply with the established rules and policies of the District in rendering the services contracted for herein; (h) failure to maintain all certificates, credentials and qualifications as required by law to accept and fulfill the administrative position as Superintendent of Schools, provided, however, that the Superintendent shall be given thirty (30) days to initially obtain or diligently pursue the requisite certificates, credentials and qualifications, or satisfy new requirements which may be imposed in the future by applicable law; (i) material misrepresentation; (j) fraud; (k) any act of moral turpitude; (l) misuse of the position of Superintendent for personal gain or benefit; (m) falsification of records; (n) working under the influence of intoxicants or controlled narcotic substances not legally prescribed; (o) working in gainful employment outside the District except as otherwise approved by the Board; or (o) any material breach of this Contract.

If the Board terminates this Contract for cause as defined herein, all rights and entitlements of the Superintendent under this Contract, including, but not limited to, salary and benefits, shall cease as of the effective date of such termination unless a final determination is

thereafter made pursuant to the arbitration provisions hereof that the Board terminated the Superintendent without cause, in which event the Board shall pay to the Superintendent the amount it is required to pay the Superintendent as set forth in this Paragraph 9 for a termination without cause.

Payment by the District of the amounts required, if any, under this Paragraph 9 shall discharge the District from all further liability under this Contract.

10. Superintendent's Right to Pre-Termination Notice and Hearing. Not less than two (2) weeks prior to any formal action by the Board to terminate this Contract pursuant to the provisions of Paragraph 9, the Superintendent shall be given notice that the Board is contemplating such a termination and the reasons therefor. The Superintendent shall also be entitled to meet with the Board to discuss such termination prior to any formal action by the Board to terminate this Contract. Should the Superintendent desire to meet with the Board as herein provided, she shall submit a written request for same to the Board's President within five (5) days of receipt of such notice.

In the event the Board is contemplating termination of this Contract for cause, as provided in Section 9, the Superintendent shall have the right to written notice of the reason(s) therefor and a hearing before the Board. Written notice of the reasons for the Board's contemplated action shall be provided to the Superintendent at least ten (10) days before the hearing. At the hearing, the Superintendent shall be permitted to be present and be heard, to be represented by counsel, and to present information relevant to the issue. If the Superintendent chooses to be accompanied by legal counsel at the hearing before the Board, the Superintendent shall assume all costs associated with such legal representation.

11. Termination by Superintendent. Should the Superintendent desire to terminate this Contract during its term, she may do so by giving written notice thereof to the District at least ninety (90) days prior to the date of termination. Such notice shall be submitted to the District as provided in Section 16(e) below.

12. Indemnification. In the event the Superintendent, whether during or after the term of this Contract, becomes a party, or is threatened to be made a party, to any suit or proceeding for acts or omissions within the scope of the Superintendent's authority, the District shall indemnify and hold harmless the Superintendent for the expenses (including reasonable attorneys' fees), judgments and amounts paid in settlement, actually and reasonably incurred, if the Superintendent acted in good faith and in a manner the Superintendent reasonably believed to be in, or not opposed to, the best interests of the District, and provided that the Superintendent gives the District prompt written notice of any such threat or of the commencement of such suit or proceeding. Indemnification shall not be provided where the Superintendent is the plaintiff or an adverse party to the District in a lawsuit or other proceeding involving the Superintendent's termination or any other provision of this Contract.

13. Non-Tenure. It is mutually understood and agreed that this Contract does not confer tenure upon the Superintendent in the above-described position, or any other administrative position in the District.

14. Evaluation. The Board and the Superintendent shall meet not less than three (3) times per year for the purpose of the Superintendent's performance evaluation, the final of which shall result in a formal written performance evaluation. The District agrees to allow the Superintendent meaningful input into the development of expected outcomes, goals, objectives and other criteria to be used for the Superintendent's evaluation.

15. Computer. The District shall provide a lap top computer for the Superintendent's use. Operating, upgrading, and maintenance expenses shall be borne by the District.

16. Miscellaneous.

a. This Contract shall be governed in accordance with the laws of the State of Michigan.

b. In the event of a dispute between the parties relating to any provision of this Contract, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this Contract, the parties hereby agree to submit such dispute to binding arbitration. Such arbitration shall be conducted under the rules of, and administered by, the American Arbitration Association and shall be held in Ann Arbor, Michigan. The arbitrator shall resolve any disputes regarding the type, extent or enforceability of discovery and shall be guided (but not bound) by the Michigan Court Rules in this regard. The arbitrator's fee and the expense of the American Arbitration Association shall be shared equally by the parties. Both parties are entitled to have representation of their own designation, however each party shall be responsible for the costs of such representation. The decisions of the arbitrator shall be conclusive and binding and judgment upon such decision may be enforced in any court of competent jurisdiction.

c. This Contract may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.

d. This Contract contains all of the terms agreed upon by the parties with respect to the subject matter of this Contract and supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter, whether oral or written.

e. Any notices required or contemplated hereunder shall be given in writing and shall be effective when personally delivered or deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, to the parties at the following address; or such other address as from time to time may be provided in writing by a party to the other party.

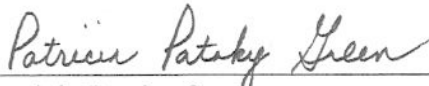
If to the District:	Ann Arbor Public Schools 2555 South State Street P.O. Box 1188 Ann Arbor, Michigan 48104 Attn: President of the Board of Education and Deputy Superintendent for Business Services
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If to the Superintendent: Patricia Pataky Green
2417 Nicholson Road
Sewickley, Pennsylvania 15143

f. This Contract may be amended only by an instrument in writing signed by both of the parties hereto.

g. If any provision of this Contract is deemed by a court of competent jurisdiction to be invalid or unenforceable as written, such provision shall be reformed by the court to such extent as is necessary to make the provision enforceable. Any provision which cannot be so reformed shall be deemed severable and shall not affect the validity and enforceability of any other provision.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed in their respective names and in the case of the District, by the President and Secretary of the Board of Education on the 30 day of March, 2011.

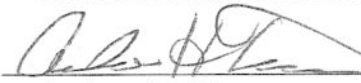


Patricia Pataky Green

PUBLIC SCHOOLS OF THE CITY OF ANN
ARBOR

By: 

Debra L. Mexicotte
President of the Board of Education

By: 

Andrew H. Thomas
Secretary of the Board of Education