

**LETTER OF UNDERSTANDING (LOA)
BETWEEN DEARBORN BOARD
AND
Dr. Glenn Maleyko, Superintendent**

**Evaluation Timeline and Contractual Year
November 11, 2024**

This letter of agreement executed by and between the Dearborn Board of Education (hereinafter referred to as the "Board"), and Dr. Glenn Maleyko (hereinafter referred to as the Superintendent of the Dearborn Public Schools), whereas the above mentioned parties agrees on the following change:

The purpose of this letter of agreement is to comply with state law and changes that are required. We are only making changes as required by law and all other provisions of the contract that were originally enacted on July 13, 2015 and have been renewed annually per section 22 of the contract automatic renewal provision remain intact ([Click Here to view the current contract](#). In addition, all provisions that were agreed to in the June 2023 LOA remain intact other than the state required rating scale which was a four point scale prior to July 1 2024 and has now been changed to a three point scale [Click Here to view the LOA that was agreed to in June 2023.](#)) which currently expires September 1, 2027 under section 22 of the contract and in alignment with the June 2023 LOA. [State law PA 380.1249b \(1g\)](#)

Appeal Process: This section is a new addition to the contract but required by state law [State law PA 380.1249b \(1g\) and 380.1249b \(q\):](#)

The Superintendent shall be evaluated in accordance with the Revised School Code, Act 451 of 1976, as amended. The Superintendent may appeal the evaluation process and rating received to the Board of Education. The appeal must be submitted in writing to the Board President within 30 calendar days after the Superintendent is informed of the rating. Within 15 days after the appeal is submitted, the Board of Education shall provide the Superintendent with written notice that a hearing shall be scheduled, in closed or open session at the election of the Superintendent, to consider the appeal and for the Superintendent to present witnesses, information, and evidence. The hearing shall be scheduled for a date mutually acceptable to the Board and Superintendent within 45 days after the appeal is submitted, unless extended by mutual agreement. The Superintendent may be represented by counsel at the hearing at their own expense. If the hearing does not resolve the matter, the Superintendent may request binding arbitration by filing a demand for arbitration with the American Arbitration Association within 30 calendar days after the hearing, or within 45 days after the appeal if no hearing is held. The arbitration is subject to the Michigan Uniform Arbitration Act, MCL 691.1681, et seq., as amended. The arbitrator shall be selected through the procedures of the American Arbitration Association, Employment Arbitration Rules. The arbitrator shall have authority to issue any appropriate remedy, and the decision of the arbitrator shall be enforceable by any court of competent jurisdiction.

Rating Changes and Evaluation Cycle.

The new three point rating scale in alignment with state law and the MASB evaluation tool

includes the following: Needs Improvement, Developing, and Effective. The evaluation cycle shall start on September 1st and finish on August 31st of the subsequent year in alignment with the June 2023 LOA. The Board shall evaluate the Superintendent annually or biennially in alignment with State law PA 380.1249b (1j). If the Superintendent receives a highly effective or a combination of effective or highly effective (in alignment with the state law changes starting on July 1 2024) for three years in a row he will receive a biennial evaluation in alignment with state law. The results of such evaluation may be considered by the Board of Education in connection with any employment-related issues. The Board of Education, in its discretion, will endeavor to set goals and objectives with the Superintendent during the month of October as the new school year begins. In addition, the MASB Superintendent Evaluation Form will continue to be used for the Superintendent evaluation, or such state required evaluation as the law may require at that time. We will use the new MASB rubric in alignment with state law.

Under section 22 of the contract between the Superintendent and the Board of Education there is an automatic extension provision that maintains a continuous three year contract. The Superintendent's current contract expires on September 1, 2027 under the extension provision in section 22 of the contract given that he received a highly effective evaluation for the 2022-2023 school year. The Board did not evaluate the superintendent during the 2023-24 school year in alignment with state law so he maintained his most recent highly effective rating. This is also in alignment with the LOA between the Board and Superintendent that was agreed to effective June 2023 ([Click Here](#)). Thus, section 22 is now amended to include the following:

22. Contract Terms

The decision whether or not to renew or extend this contract is solely within the discretion of the Board of Education of Dearborn. Superintendent acknowledges that he has no expectation of employment by Dearborn beyond the expiration date established in this contract. However in the event the Board of Education shall decide not to renew the Superintendent contract it should be for "good and just cause reasons" but not for "not arbitrary and capricious reasons". Prior written notice shall be given to the Superintendent. In the absence of such notice commencing on September 1st of the contract year and provided that the Superintendent receives an overall rating score of 75% or higher on the MASB rubric or if the Board of Education fails to evaluate the Superintendent within the contract time frame, the contract is automatically extended by one year to maintain a continuous three year agreement. The 75% rating score or higher is the same threshold that has been part of the superintendent contract for the past ten years which previously stated Effective 75%-89% or Highly Effective 90%-100%. This change is being made due to the changes with the state rating scale and in order to maintain consistency with previous contract language between the Board and Superintendent. The Superintendent shall remind the Board of this duty 30 days before such notice is required. During years when the Superintendent is not evaluated in alignment with state law State law PA 380.1249b (1j) the automatic renewal provision would occur as described above unless the Board would provide proper written notification that the contract would not be extended by one year. For example and to further clarify the above change in section 22, if the Superintendent receives an overall rating score of 75% or higher on the MASB rubric or if the Board does not evaluate the superintendent in alignment with state law and the 2023 LOA, the Superintendent's contract will automatically be extended until August 31, 2028. This automatic extension will occur each year of the contract in alignment with

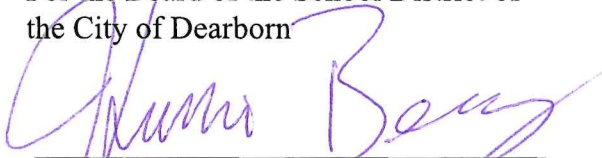
section 22 as to maintain a continuous three year contract each year commencing on September 1st.

In addition, under Section 4 of the Contract the Superintendent will receive a step increase only if he receives an overall rating score of 75% or higher on the MASB rubric rating by the Board of Education. The amount of the step will be equal to the average teacher step increase that teachers will receive the following year (but shall not exceed 3%). It is agreed that although the contract year has changed to September 1st until August 31st of the subsequent year, the increase as outlined above will be retroactive to July 1st of the contract year (in alignment with the District Payroll year July 1st through June 30th of the subsequent year) upon completion of the Superintendent Evaluation.

For example and to further clarify, if the Superintendent receives an overall rating score of 75% or higher on the MASB rubric or if he is not evaluated due to state law and in alignment with the LOA from June 2023, his step increase will be retroactive to July 1, 2025. This retroactive provision will be in place for each of the active contract years upon completion of the evaluation and in alignment with the renewal provisions in section 22 as described above.

For example and to further clarify, since the Superintendent was not evaluated during the year 2023-2024 (in alignment with state law (State law PA 380.1249b (1j)) he retained the most recent evaluation rating and automatically received the amount of the step increase that will be equal to the average teacher step increase that teachers will receive during the 2024-2025 school year (but shall not exceed 3%). The increase was effective July 1, 2024. In addition, if the superintendent is not evaluated he retains the most recent rating score on the MASB rubric. All automatic provisions of this contract are triggered with the retention of that rating which includes the automatic annual contract renewal provision and the contractual 3% annual increase which has been in place since 2015.

For the Board of the School District of
the City of Dearborn

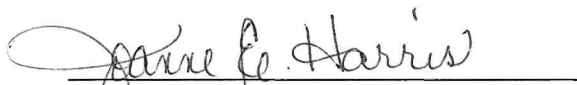

Hussein Berry, Board President

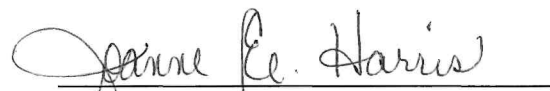
11-11-24
Date

Superintendent


Glenn Maleyko, Superintendent

11-13-24
Date


Witness


Witness