

CONTRACT OF EMPLOYMENT

School Administrator

It is hereby agreed by and between the Board of Education of the N.I.C.E. Community School District (hereinafter "Board") and Bryan DeAugustine (hereinafter "Administrator") that pursuant to Section 1229(1) of the Revised School Code, the Board in accordance with its action taken and recorded in the minutes of its meeting held on the 17th day of May, 2012, has and does hereby employ said Administrator for a period of two (2) years commencing on July 1, 2012 and ending on June 30, 2014, according to the terms and conditions set forth herein, as follows:

1. Administrator shall perform the duties of Superintendent as prescribed by the Board and as may be established, modified and/or amended from time to time by the Board. Administrator acknowledges the ultimate authority of the Board with respect to his responsibilities and directions related thereto. Administrator is subject to assignment and transfer to another administrative position of employment in the School District, at the discretion of the Board.

2. Administrator represents he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the provisions of Sections 1246 and 1536 of the Revised School Code, the regulations of the Michigan Department of Education, and those required by the Board to serve in the assigned position. Administrator agrees, as a condition of his continued employment, that he shall meet all certification and continuing education requirements for the position assigned, as are and may be required by law and/or by the State Board of Education. If at any time Administrator fails to maintain all certificates, credentials, continuing education requirements and/or other qualifications for the position assigned, as required herein, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

3. Administrator agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Administrator agrees to faithfully perform those duties assigned by the Board and to comply with any and all directives, policies and procedures established by the Board. Furthermore, Administrator agrees to comply with, and fulfill all responsibilities and tasks required by state and/or federal law and regulations or as established by the Board, and to carry out the educational programs and policies of the School District during the entire term of this Contract. Administrator agrees to devote substantially all of his business time, attention and services to the diligent, faithful and competent discharge of his duties on behalf of the School District to enhance the operation of the School District and agrees to use his best efforts to maintain and improve the quality of the programs and services of the School District.

4. Administrator shall be compensated at the salary rate of not less than *Ninety Three Thousand Dollars* (\$93,000), per annum, as remuneration for performance of all duties and responsibilities of the position, as may be assigned and in conformance with the policies, requirements and expectations of the Board.

In the event the Board assigns or transfers Administrator to another administrative position, the annual salary rate shall be as established by the Board for that position. The annual salary shall be paid in twenty-six (26) equal bi-weekly installments beginning with the commencement of the fiscal/contract year (July 1 - June 30).

The Board hereby retains the right to modify the annual salary of Administrator during the term of this Contract. Consistent with the provisions of Section 1250 of the Revised School Code, Administrator's job performance and job accomplishments shall be significant factors in determining any adjustment to Administrator's compensation. Any modification of the Administrator's salary made during the term of this Contract shall be in the form of a written amendment and when executed by Administrator and the Board, shall become a part of this Contract.

5. Administrator is employed on the basis of fifty-two (52) weeks of work per contract/fiscal year (July 1 through June 30), as scheduled by the Board. Administrator shall be granted twenty (20) paid vacation days per contract/fiscal year. Vacation days must be used within the fiscal year for which they are made available and Administrator shall not receive any additional compensation in lieu of vacation days. Administrator shall schedule use of vacation days in a manner that minimizes interference with the orderly operation and conduct of business of the School District. All scheduling of vacation is subject to the approval of the Board.

6. Administrator's performance shall be evaluated by the Board at least annually using multiple rating categories that take into account data on student growth and achievement as a significant factor. Administrator's performance shall be evaluated by the Board in accordance with the provisions of Section 1249 of the Revised School Code. The Administrator shall remind the Board of this obligation in a timely manner.

7. The Board shall be entitled to terminate the Administrator's employment at any time during the term of this Contract when it determines that Administrator has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, if Administrator materially breaches the terms and conditions of this Contract, or for other causes that are not arbitrary or capricious.

The foregoing standards for termination of this Contract during its term shall not be applicable to non-renewal of this Contract at the expiration of its term, which decision is discretionary with the Board.

In the event that the Board undertakes to dismiss Administrator during the term of this Contract, he shall be entitled to written notice of charges and an opportunity for a hearing before the Board. In the event of termination of employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

8. In the event of Administrator's mental and/or physical incapacity to perform the duties of his office, he shall be granted an initial leave of ninety (90) work days for the purpose of recovery. The Administrator shall first exhaust any accumulated sick leave and accrued

vacation time, with the balance of the ninety (90) work day period to be unpaid. Upon utilizing leave under this provision, Administrator shall furnish medical certification to the Board (or its designee) respecting the necessity for the leave.

If the Board (or designee) has reason to doubt the validity of the medical certification supplied by Administrator, it may require a second opinion, at Board expense.

Administrator may request a ninety (90) work day unpaid leave extension in the event of his physical and/or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is a verified prognosis that Administrator will be able to resume his duties at the conclusion of the extended leave interval. Medical certification shall be supplied by Administrator as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

If Administrator is either unable to, or otherwise does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), his employment and this Contract may be terminated by the Board, in its sole discretion. However, no such termination shall occur where restoration after leave is required by the Family and Medical Leave Act.

Prior to resumption of duty after an unpaid leave of absence for a serious health condition, Administrator shall provide to the Board a fitness for duty certification from Administrator's health care provider. A second opinion may be required by the Board, at its expense, unless the securing of the second opinion in this context is precluded by the Family and Medical Leave Act.

9. This contract shall not confer tenure upon the Administrator for the position of Superintendent or any other administrative position he may be assigned to, from time to time, by the Board.

10. Administrator shall submit to such medical examinations, supply such information and execute such documents as may be required by any underwriter, policyholder or third party administrator providing insurance programs specified under this Contract. Additionally, upon request of the Board, Administrator shall authorize the release of medical information necessary to determine if Administrator is capable of performing the essential job functions required by his assignment under the terms of this Contract, with or without reasonable job accommodation(s). Any physical or mental examination or disclosure of such information required of administrator by the Board shall be job related and consistent with business necessity. Any medical or psychological examination under this section shall be at Board expense. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.

11. Administrator shall receive insurance benefits, up to the limits prescribed by the Board for full-time, professional administrative staff, and in accordance with Board policy and applicable provisions of law and regulation. Such insurance benefits are subject to change, at any time, at the sole discretion of the Board. Administrator shall contribute twenty (20) percent of the

total cost of insurance benefits, or the amount required by law for employee contributions, whichever amount is greater, as a condition to enrolling and participating in the insurance programs offered by the Board. Administrator hereby authorizes payroll deduction for any and all amounts due under this section.

12. The Board reserves the right to change the identity of the insurance carrier, policyholder or third party administrator for any of the insurance policies provided for under Section 11 above, provided that comparable coverage, as determined by the Board, is maintained during the term of this Agreement. The Board shall not be required to remit premiums for any insurance coverage for Administrator and/or his eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder or third-party administrator. The terms of any contract or policy issued by any insurance company or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. Administrator is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The Board, by remitting the premium payments required to provide the above-described insurance coverage(s), shall be relieved from any and all liability with respect to insurance benefits.

13. Administrator shall be granted full pay for a total of ten (10) personal leave days per annum for illness or attending to personal business. Unused personal leave days shall be cumulative to a maximum of twenty (20) days. Administrator shall not receive any additional compensation in lieu of use of personal days.

14. Administrator shall be granted full pay for the following Holidays, provided school is not in session: July 4th, Labor Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve, Christmas, New Year's Eve, New Year's Day, Good Friday, Easter, Monday following Easter and Memorial Day.

15. Administrator may be reimbursed for travel, meals, lodging, or other *de minimis* expenditures incurred while conducting the District's business, to the extent permitted by law, subject to the express approval by the Board.

16. Administrator may be reimbursed for fees or dues incurred for establishing and maintaining membership in applicable professional or civic organizations, to the extent permitted by law, subject to the express approval by the Board.

17. This Contract contains the entire agreement and understanding by and between the Board and Administrator with respect to the employment of Administrator and no prior or concurrent representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect. All prior contracts or other agreements (written or oral) pertaining to the terms of this contract are cancelled and are superseded by the terms of this contract. Provided, that this contract is voidable pursuant to the provisions of the Revised School Code pertaining to criminal records and criminal history checks.

No amendment to or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board reflected in its minutes, and signed by Administrator and the President and Secretary of the Board. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provision of this Contract at such time or at any other time.

18. In the event of any dispute between the parties relating to discharge of Administrator during the term of this Contract, the parties hereby agree to submit such to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association. Arbitration under this provision shall be conducted pursuant to the terms of the Michigan Arbitration Act, MCL 600.5001 *et seq* and MCR 3.602.

The parties intend that this process of dispute resolution shall be inclusive of all contract and statutory claims advanced by Administrator arising from Administrator's discharge during the term of this Contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. However, this agreement to arbitrate does not restrict Administrator from filing a claim or charge with any state or federal agency (such as the Equal Employment Opportunity Commission or the Michigan Department of Civil Rights), and does not apply to any claims for unemployment compensation or workers' compensation which may be brought by Administrator. Instead, this agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings.

Administrator hereby acknowledges he is waiving his right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, Administrator shall have the right to representation by counsel of his choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery and the right to a fair hearing. However, Administrator, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.

The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and Administrator, subject to the right of Administrator to seek to tax such fees as costs against the Board.

Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within one hundred eighty (180) days of the effective date of Administrator's discharge during the term of this Contract. The Decision and Award of the arbitrator shall be final and binding and judgment thereon may be entered in the 25th Circuit Court of Michigan (Marquette County), pursuant to MCL 600.5001.

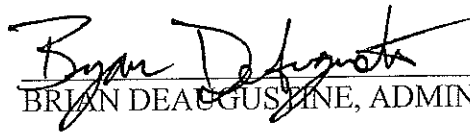
19. If any provision of this Agreement becomes or is declared by a Court of competent jurisdiction to be illegal, unenforceable or void, this Contract shall continue in full force and effect without said provision(s).

20. Administrator agrees that any claim or suit arising out of Administrator's employment with the Board must be filed no more than six (6) months after the date of the employment action that is the subject of the claim or suit. Administrator understands that the statute of limitations for claims arising out of an employment action may be longer than six (6) months, but agrees to be bound by the six (6) month period of limitation set forth herein and waives any statute of limitations to the contrary. Should a court of competent jurisdiction determine that this provision allows an unreasonably short period of time to commence a law suit, it is the intent of the parties that the court enforce this provision to the extent possible and declare the law suit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.

21. This Agreement is executed on behalf of the N.I.C.E. Community School District pursuant to the authority granted as contained in the resolution of the Board adopted on June 18, 2012, the same being incorporated herein by reference.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

Date: 6/22/2012


BRIAN DE AUGUSTINE, ADMINISTRATOR

N.I.C.E. COMMUNITY SCHOOLS
BOARD OF EDUCATION

Date: 6/22/2012


BRETT FRENCH – Board President


DONNA CHAMPION – Board Secretary