

**DUNDEE COMMUNITY SCHOOLS  
SUPERINTENDENT OF SCHOOLS  
EMPLOYMENT AGREEMENT**

**THIS AGREEMENT** made and entered into, this 6<sup>TH</sup> day of JUNE 2011 by and between the Board of Education (the "Board") of Dundee Community Schools (the "School District"), a governmental entity organized and existing under the laws of the State of Michigan, and Michael Dodge (the, "Superintendent") as follows:

1. **Employment:** The Board employs and appoints Michael Dodge as the Superintendent of Dundee Community Schools for the duration of this Agreement. Mr. Dodge agrees to perform the duties and responsibilities of Superintendent of Dundee Community Schools during the term of this agreement in accordance with the terms, covenants and conditions set for within.
2. **Term:** Unless terminated pursuant to paragraph 14, this Agreement shall remain in full force and effect from July 1, 2011 through and including June 30, 2013. This Agreement is based on a 260 day work year.
3. **Duties:** As Superintendent of Dundee Community Schools, the Superintendent shall have charge of the administration of the District during the period of this Agreement. He agrees to faithfully perform the duties and obligations in such capacity for the school district including, but not limited to, those duties as specified in the job description and as, from time to time adopted by the Board, as prescribed by the laws of the State of Michigan, the Revised School Code and by Board policy and guidelines and those as may be additionally assigned by the Board. He will act as an advisor to the Board on matters pertaining to the school administration or the School District, and he will inform the Board of significant administrative action taken on its behalf. The Superintendent shall recommend, effect or cause to be effected, the policies, procedures and programs of the Board of Education as may be needed. He will faithfully and diligently fulfill all the duties and obligations incumbent upon him as the executive head of the School Board. The Superintendent agrees to devote his full time, attention, and skills to the responsibilities of the position of Superintendent of Dundee Community Schools.
4. **Qualifications:** Superintendent represents that he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Department of Education and those required by the Board to serve in the position assigned. Additionally, the Superintendent agrees, as a condition of his continued employment, to meet all continuing education requirements for the position assigned, and as may be required by law and/or by the State Board of Education. If at any time, the Superintendent fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as

required herein, the Agreement shall automatically terminate and the Board shall have no further obligation hereunder.

5. **Compensation**

- a. **Base Salary:** The Superintendent's base salary for the 2011-12 school year shall be \$115,000. On June 30, 2012, the Superintendent shall receive an additional \$1,500 to be added to his base salary if he has received a satisfactory performance evaluation for the 2011-12 school year. The Superintendent's base salary for the 2012-13 school year shall be \$116,500 if he has received a satisfactory performance evaluation for the 2011-12 school year; otherwise, his base salary for 2012-13 shall remain \$115,000. On June 30, 2013, the Superintendent shall receive an additional \$1,500 to be added to his base salary if he has received a satisfactory performance evaluation for the 2012-13 school year. The payments are to be made in equal installments according to the rules, policies and practices governing the payment of 12-month administrative personnel.

The Board retains the right to adjust the annual salary of the Superintendent during the term of this Agreement with the salary adjustment not to reduce the annual salary below the figure stated above. Any adjustment in salary made during the life of this Agreement shall be in the form of an amendment and shall become a part of this Agreement.

- b. **Tax Sheltered Annuity:** In addition, on behalf of the Superintendent, the Board shall contribute, on June 30, \$3,000 to a District approved tax sheltered annuity of the Superintendent's choice for each full school year that the Superintendent is employed.

6. **Medical Insurance Benefits.** The Board shall provide to the Superintendent full family medical, dental, vision and group long-term disability insurance as provided to other administrators of the School District.

The aforementioned insurance coverage (medical, dental, vision, and long term disability) is subject to change at any time on the same basis as changed for full time administrative staff. The Board reserves the right to obtain coverage for the above insurance benefits through carriers appointed by the Board.

7. **Other Benefits:** Other benefits afforded to the Superintendent shall be as follows:

- a. **Life Insurance.** The Board will provide a \$250,000 term life insurance policy payable to the Superintendent's named beneficiary, if the Superintendent is insurable. The Superintendent may elect to obtain, at his own expense, additional term life insurance through any insurance plan offered to other district administrators.

- b. **Short Term Disability.** The Board shall provide, at its expense, a short term disability policy for the Superintendent which begins on the 29<sup>th</sup> day of disability. The minimum coverage under the policy shall provide for payment of 66 2/3 of the Superintendent's salary up to the limits of the current District policy and continuing until the onset of the LTD policy as provided in this Agreement.
- c. **In County Expense Allowance.** The Board shall provide the Superintendent with a monthly stipend of \$300.00 to cover costs within Monroe County required in the performance of his official duties during his employment under this Agreement. The monthly stipend of \$300.00 shall be payable on or about the first of each month. The Superintendent will be paid the Board approved rate for any out of county mileage required in connection with the performance of his official duties as a Superintendent.
- d. **Expenses.** The Board shall reimburse the Superintendent for reasonable and customary expenses incurred by the Superintendent in the performance of his duties which occur out of county. The Superintendent shall produce itemized receipts for such expenses in order to receive reimbursement.
- e. **Bereavement Days.** The Superintendent shall receive the same number of bereavement days as other district administrative staff.
- f. **Sick Days and Personal Days.** The Superintendent shall receive the twelve (12) sick and four (4) personal days per fiscal year. The Superintendent may accumulate no more than 10 unused sick and personal business days per school year and no more than 50 unused sick and personal business days during his employment. The Board will reimburse the Superintendent for accumulated unused vacation, sick and personal business days at his per diem rate when this Agreement is terminated, unless the Board or District terminates this Agreement for reasons that are not arbitrary or capricious.
- g. **Vacation.** The Superintendent may take up to 20 paid vacation days per school year, exclusive of legal holidays. The Superintendent shall provide notice to the Board President of his intent to take vacation time. Accrued vacation days must be used within thirty (30) days of the conclusion of the fiscal year in which they are earned. The Superintendent may elect to receive compensation on a per diem basis for up to 50% of his accrued unused vacation days. Payment for such days shall not be eligible for contribution to the Michigan Public School Employees Retirement System.
- h. **Holidays.** The Superintendent shall be entitled to the following holidays: Labor Day, Thanksgiving and the day after, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Good Friday, Memorial Day,

Fourth of July. If additional holidays are added to district administrator contracts, the Superintendent shall be entitled to those additional days.

- i. **Physical.** The Board shall reimburse the Superintendent for any uninsured expense related to an annual physical.
  - j. **Cell Phone.** The District will provide the Superintendent with a cellular phone to be used primarily for District business.
  - k. **Moving Expenses.** The Board shall reimburse the Superintendent for up to \$2,500 in moving expenses incurred by the Superintendent for moving into the area.
8. **Professional Development.** The Board expects the Superintendent to continue his professional development and expects him to participate in relevant learning experiences. The Superintendent may attend appropriate professional meetings at the local, state and one (1) national level conference or an equivalent seminar, the expenses of said attendance to be incurred by the School District. The Superintendent shall request prior Board approval for national event attendance and travel. Such request to the Board shall include estimated expenses for the national level conference. The Superintendent shall file an itemized expense statement with the Chief Financial Officer for all local, state and national conferences. The Board will support the Superintendent's professional development by paying membership charges for professional organizations proposed by the Superintendent and approved by the Board.
9. **Disability.** During the term of this Agreement, the Superintendent's salary will be continued by the School District for the first thirty (30) days of absence from work (until STD coverage begins) for temporary incapacity due to illness or other disability and deducted from his accumulated sick leave. At any time the Superintendent has been incapacitated by illness or otherwise for a continuous period exceeding six (6) calendar months, the School District may terminate this Agreement by furnishing written notice to the Superintendent.

As used herein, the term "incapacity" means inability to perform full-time duties as Superintendent. The School District reserves the right to require satisfactory proof of any such incapacity, and in this connection to have the Superintendent examined by a physician of its choice and at its expense.

The Superintendent agrees that the School District may require the Superintendent to provide appropriate documentation from a qualified doctor for any illness or disability requiring his absence from work for more than three (3) consecutive days. The Superintendent further agrees that, at the Board's request made within thirty (30) days of the date of providing of such documentation, Superintendent will submit to an examination by a doctor selected by the School District at the School District's expense to confirm the

first doctor's assessment. If the two doctors do not agree, the parties mutually shall select a third doctor whose determination shall be binding on both Superintendent and the Board.

10. **Tenure.** The Superintendent agrees that he shall not be deemed to be granted continuing tenure in such capacity or in any other capacity other than that of a classroom teacher. Nor shall the decision of the Board not to continue or renew the employment of the Superintendent for any subsequent period in any capacity, other than a classroom teacher as may be required by tenure law, be deemed a breach of this Agreement or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.
11. **Evaluation.** The Board shall evaluate the Superintendent, at least annually, by March 31, in a manner consistent with Section 1229 of the Revised School Code and using the criteria and an evaluation process mutually agreed to by the Board and the Superintendent. In the event the Board and the Superintendent can not reach agreement on criteria and/or the evaluation process, the Board has the final authority to set the criteria and /or process. The Superintendent shall notify the Board of this deadline, in writing, by no later than March 1.
12. **Agreement Extension.** The Board shall annually, on or before March 31 during each year of this Agreement, take official action determining whether or not the Agreement is extended for an additional year and notify the superintendent of its action in writing. If no action is taken by the board, the Agreement shall be deemed to have not been extended for an additional year.
13. **Agreement Non-renewal.** The Board specifically reserves the right to not renew this Agreement or any extension of the Agreement regardless of cause or reason. Pursuant to Section 1229 of the Revised School Code, if the Board of Education intends to let the superintendent's Agreement expire, it must provide the superintendent with written notification of the board's decision not to renew the Agreement at least ninety (90) days prior to the Agreement's expiration date. If the board does not comply with this requirement, the superintendent's Agreement is automatically renewed for an additional one (1) year period.
14. **Termination.** The Board shall be entitled to terminate the Superintendent's Agreement at any time during the term of this Agreement for acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetence, inefficiency, if the Superintendent materially breaches the terms and conditions of this Agreement and fails to cure such breach within thirty (30) days after written notice from the Board. The Superintendent will be entitled to written notice of charges and an opportunity for a hearing before the Board if the Board undertakes dismissal of the Superintendent. In the event of termination of employment during the term of this Agreement, this Agreement shall automatically terminate and the Board shall have no further obligation

hereunder, except that any monies earned prior to termination shall be paid to the Superintendent.

15. **Indemnification.** The Board agrees to indemnify and hold the Superintendent harmless from and against all claims, suits, judgments, damages, and liabilities, including costs and expenses by any third party, asserted against the Superintendent, arising from actions taken or decisions made within the scope of his authority and term employment during the term of this Agreement, notwithstanding that said claims may be asserted after expiration or termination of this Agreement. The Superintendent shall give the Board written notice of the nature of any such claim and the Superintendent shall fully cooperate with the Board in the defense. The Superintendent may, at his own cost and expense, employ counsel to assist in such defense.
16. **Dispute Resolution.** In the event of a dispute between the parties relating to any provision of this Agreement, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this Agreement, the parties hereby agree to submit such to binding arbitration. Such arbitration shall be conducted under the labor arbitration rules of, and administered by, the American Arbitration Association. The arbitrator's fee and the expense of the American Arbitration Association shall be shared equally by the parties. All parties are entitled to representation of the own designation; however each party shall be responsible for the costs of such respective representation.
17. **Waiver of Breach.** The Board and District will not waive any breach of any provision of this Agreement except in writing. Such a waiver shall not waive any future breaches.
18. **Entire Agreement.** This Agreement constitutes the sole and entire existing agreement between the parties. It supersedes and cancels all prior Agreements; all prior practices, whether oral or written, and expresses all obligations and restrictions imposed upon the Board and the School District. This Agreement is voidable pursuant to the provision of the Revised School Code pertaining to criminal history background checks and unprofessional conduct checks. In order to be valid and binding, all changes, modifications or amendments to the Agreement shall be in writing, approved by the Board of Education and signed by the Superintendent and the Board of Education.
19. **Governing Law.** This Agreement is governed by the laws of the state of Michigan.
20. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.
21. **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by either party.

22. **Severability.** If any provision of this Agreement is prohibited by the laws of the United States or the state of Michigan, that provision shall be unenforceable without invalidating the remaining provisions of this Agreement.
23. **Authority.** Each party signing this agreement on behalf of either party individually warrants that he/she has full legal authority to execute this Agreement on behalf of the party for whom he or she is signing and to bind and obligate that party to all provisions within this Agreement.

IN WITNESS WHEREOF the parties hereto set their hand this 6<sup>TH</sup> day of JUNE, 2011.

BOARD OF EDUCATION

By: James P Scheich  
James Scheich, President

By: Michael B Dodge  
Michael Dodge, Superintendent

By: Karen Stull  
Karen Stull, Secretary