

CONTRACT OF EMPLOYMENT
SUPERINTENDENT OF SCHOOLS

It is hereby agreed by and between the Board of Education of the Fairview Area Schools' School District (hereinafter "Board") and Robert Ricketson (hereinafter "Administrator") that pursuant to Section 1229(1) of the Revised School Code, the Board in accordance with its action found in the minutes of its meeting held on the **21st day of March, 2011**, does hereby employ the said Robert Ricketson for a **Two Year** period commencing on the **1st day of July, 2011 and ending on the 30th day of June, 2013** according to the terms and conditions as described and set forth herein as follows:

1. Contract Duration & Duties: This contract or instrument of employment is valid for the duration as stated above. It does not extend or renew based on performance, evaluations or any other reason other than a renewal or a re-negotiated contract upon expiration. No extensions will be granted to this instrument. The Administrator shall perform the duties of **Superintendent/K-12 Principal** as prescribed by the Board and as may be established, modified and/or amended from time to time by the Board. This position may include other duties as assigned. 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. Any such assignment or transfer shall be subject to due process as described in articles 7 and 19.
2. Qualifications: Administrator 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, Administrator agrees, as a condition of his continued employment, to meet all 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 qualifications for the position assigned as required herein, this Contract shall automatically terminate and the Board shall have no further obligation hereunder. Administrator shall complete and obtain the required "Central Office Administrator" certification within 3 years from the date of the first contract commencement if annual contracts are used as the instrument for employment. Failure to secure the certification of Central Office Administrator will be reason for breach of contract within the current contract period.
3. Performance: 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 the directives of the Board with respect thereto. Further, Administrator agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board to carry out the educational programs and policies of the School District during the entire term of this Contract.

Administrator pledges to use his best efforts to maintain and improve the quality of the operation of the School District and constantly promote efficiency in all areas of his responsibility.

4. Compensation: Administrator shall be paid at an annual (twelve-month) salary rate of:
- \$ 82,000.00 for the first five months of employment beginning 7/1/2011 until the end of the fifth month or 11/30/2011
 - \$ 84,000.00 for the next six months of employment beginning 12/1/2011 until the end of the eleventh month or 5/31/2012
 - \$ 85,000.00 for the twelfth month beginning 6/1/2012 at which time a wage re-opener will be conducted for purposes of a review of the salary for the balance of the contract to begin 7/1/2012. The wage re-opener does not stipulate or guarantee additional monies for compensation. Additional compensation will be based on performance, financial status of the district and contingent on Board Approval. The Board hereby retains the right to increase the annual salary of Administrator during the term of this Contract. Any increase in 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
 - FICA contributions will be paid by the Board at the most current government assigned rate
 - Retirement contributions will be paid by the Board of Education at the most current government assigned rate

The above-stated wage and salary compensation is in consideration of his performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board. The annual salary paid for the two year contract shall be paid in twenty-six (26) equal bi-weekly installments per year beginning with the commencement of the contract years (July 1, 2011 — June 30, 2013).

Should Administrator be assigned or transferred to another building level administrative position salary paid shall be as established by the Board for that position.

5. Vacation: Administrator is employed on the basis of fifty-two (52) weeks of work per contract year as scheduled by the Board. Administrator shall be granted vacation time of **ten days per contract year from 7/1/2011 until 6/30/2013 for the two year contract period.**
- A. Vacation days shall be used within the contract year for which they are made available and Administrator shall not receive any additional compensation in lieu of vacation days. No vacation days may be carried over into the next contract year if the contract is renewed for another term. All vacation is valid only for the calendar year of eligibility.
 - B. Administrator shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of School District business.

6. Performance Evaluation: Administrator's performance shall be evaluated by the Board annually not later than March 31 for each year of the two-year contract according to Board Policy #2110. Additional evaluations are at the discretion of the Board of Education and will be communicated as needed to the Administrator by the Board of Education.
7. Termination For Cause: The Board shall be entitled to terminate the Administrator's employment at any time during the term of this Contract for acts of moral turpitude, misconduct, dishonesty, fraud, or if Administrator materially breaches the terms and conditions of the Contract or for violation of Board Policy. The foregoing standards for termination of this Contract during its term shall not be applicable to renewal of this Contract at the expiration of its term, which decision is discretionary with the Board of Education. 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. Disability: 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) workdays for purpose of recovery. The Administrator **shall first exhaust any Paid Time Off (PTO)** with the balance of the ninety (90) workday period to be unpaid. Health plan premium payments shall be made on behalf of Administrator during this interval to the extent required by law. 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) workday 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 subject to any relevant state or federal law.

If the Administrator is unable to or 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 at the option of the Board. 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. No Tenure In Position: Administrator agrees that he shall not be deemed to be granted continuing tenure in the position initially assigned or to which he may be assigned or transferred or in any capacity other than that of a classroom teacher, should the probationary period required for tenure as a teacher be fulfilled, by virtue of this Contract or any employment assignment (requiring certification) with the School District. Nor shall the decision of the Board not to continue or renew the employment of Administrator for any subsequent period in any capacity, other than as a classroom teacher, as may be required by the Teachers' Tenure Act, be deemed a breach of this Agreement or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.
10. Medical Examination: Administrator shall submit to such medical examinations and 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, 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. Insurance Programs: The Administrator shall have the option of enrollment into the appropriate insurance underwriter for application and acceptance or to secure other insurance of choice. **The Board of Education will allow a maximum of \$15,000.00 in either the appropriate insurance as utilized by the district or the Administrators insurance of choice.**

District-Sponsored Health Insurance: Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder, and/or third-party administrator, **the Board shall make premium payments on behalf of Administrator and his eligible dependents for the following insurance programs up to a maximum of \$ 15,000.00. Any additional monies or premium payments will be the responsibility of the Administrator and will be made to the appropriate insurance underwriter by normal payroll deduction.**

Administrator Insurance-of-Choice: **The Board of Education will compensate the Administrator up to \$ 15,000.00 for health insurance of choice. The Board of Education is in no way responsible for the arrangements, quality, delivery or any other issues associated with the Insurance of Choice. The Board of Education will pay in either a lump sum or in equal quarterly payments made to the Administrator who is in turn responsible for the payment to the choice insurance underwriter.**

Basic Life Insurance: The Board of Education will provide Administrator with a basic life insurance policy and coverage of \$ 5,000.00.

Dental Insurance: Administrator shall be offered self-funded dental insurance paid by the Board of Education. The Board reserves the right to select the carrier for the dental fringe benefits. The total premiums for the dental fringe shall be paid by the Board of Education.

Vision Insurance: Administrator shall be offered self-funded vision insurance paid by the Board of Education. The Board reserves the right to select the carrier for the vision fringe benefits. The total premiums for the vision fringe shall be paid by the Board of Education.

12. Insurance Contracts: The Board reserves the right to change the identity of the insurance carrier, policyholder, or third-party administrator for any of the above coverage, provided that comparable coverage, as determined by the Board, is maintained during the term of this Contract. The Board shall not be required to remit premiums for any insurance coverage for Administrator and 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 all liability with respect to insurance benefits.
13. Holidays: Administrator is entitled to the following holidays for which no service to the School District is required and which are not scheduled as student attendance days.

New Year's Day, Good Friday, Memorial Day, Fourth of July,
Labor Day and preceding Friday, November 15, Thanksgiving Day,
day after Thanksgiving, Christmas Eve Day, Christmas Day, and
New Year's Eve Day.
14. Paid Time Off: If Administrator is absent from duty on account of personal illness or personal business or for other reasons necessary he shall be allowed full pay for a total of ten (10) days per contract year. Unused PTO days shall not be accumulative or allowed to carry over into the next annual contract during contract renewal.
15. Bereavement Days: Administrator shall be eligible during each contract year for up to three (3) bereavement days, per bereavement, to be used in the event of death in the Administrator's "immediate family" (defined as spouse, parents, children, siblings, grandparents, grandchildren, spouse's parents, grandparents, and grandchildren). These

days are not cumulative. Additional days may be granted upon request to and approval by the Board.

16. Board/District Travel: Administrator shall be eligible to be reimbursed for travel, meals, and lodging in accordance with per diem expense and reimbursement procedures established by the Board. Fees or dues for memberships in appropriate professional organizations and related reimbursable costs, involved with professional meetings at local, state or national levels shall be paid by the Board. Total reimbursed expenditures shall not exceed the amount budgeted annually; any costs in excess of the amount shall be borne by the Administrator.
17. Entire Agreement: This Contract contains the entire agreement and understanding by and between the Board and Administrator with respect to the employment of Administrator and nor representations, promises, contracts, or understandings, written or oral, not contained herein, shall be of any force or effect. All prior agreements pertaining to, connected with, or arising in any manner out of the employment of Administrator by the Board, are hereby terminated and shall hereafter be of no force or effect whatsoever. Provided, that this Contract is voidable pursuant to the provisions of the Revised School Code pertaining to criminal records checks. No change or modification of this Contract shall be valid or binding unless it is in writing and signed by Administrator and 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. Disputes and Arbitration: 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 seek resolution via mediation; should mediation fail to achieve a mutually acceptable solution parties agree to submit such to binding arbitration. Selection of a mediator shall be made by each party submitting three names and selection being made by consensus. 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, MCLA 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 mediate and then arbitrate claims applies to those matters that would otherwise be subject to state or federal court proceedings.

This agreement to mediate and then arbitrate means that Administrator 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 mediate and then arbitrate such claims, does not waive any statutory rights or remedies in the extent of such arbitration proceedings.

The arbitrator's fees and the costs imposed by the American Arbitration Association shall be borne by the Board.

Any claim for mediation or 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 Circuit Court for the 23rd Judicial Circuit of Michigan (Oscoda County).

19. Indemnification: The Board agrees that it shall defend, hold harmless, and indemnify the Administrator from any and all demands, claims, suits, actions, and legal proceedings brought against the Administrator in his individual or official capacity as agent for and employee of the Board, provided the incident arose while the Administrator was acting within the scope of his employment and excluding criminal litigations.
20. Violability: If any provision of this Contract 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).
21. Authorization: This Contract is executed on behalf of the Fairview Area Schools' School District pursuant to the authority granted as contained in the resolution of the Board adopted 3/21/2011 and the same being incorporated herein by reference.

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

ROBERT P. RICKETSON, SUPERINTENDENT

DATE

FAIRVIEW AREA SCHOOLS' BOARD OF EDUCATION

By _____
BETH MILLER, PRESIDENT

DATE

By _____
DIANA DANHOFF, SECRETARY

DATE