

DeWitt PUBLIC SCHOOLS

SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

Date: January 3, 2011

This Contract of Employment, made on the above date, between the Board of Education of the DeWitt Public Schools, the County of Clinton, and the State of Michigan hereinafter termed the Board, and:

Dr. John Deiter

hereinafter termed the Superintendent.

WITNESSETH:

Terms of Employment: The Board agrees to employ the Superintendent, in an administrative capacity as Superintendent of Schools for a term commencing on January 3, 2011 and ending on December 31, 2013. The Superintendent agrees to serve the district for said period and to fully perform the duties of his position subject to the policies and procedures of the Board, and other regulations, duties and requirements, imposed by applicable statutes of the State of Michigan.

Compensation: Effective January 3, 2011, the Board agrees to pay the Superintendent an annual base salary of \$130,000 prorated for the 2010-11 school year commencing January 3, 2011 to December 31, 2011, and not less than \$135,000 for the subsequent two years (through December 31, 2013). The base salary of the Superintendent will be considered and reviewed for an increase each year at the time of the superintendent's annual evaluation. One-twenty-sixth (1/26th) of the annual salary will be paid bi-weekly; and payments are subject to tax withholding and social security deductions.

Qualifications. The Superintendent represents that he possesses and shall maintain all certificates, credentials, and qualifications required by law, including Michigan Department of Education Regulations, and those required by the Board to serve in the position assigned. As a condition of his continued employment, the Superintendent also agrees to meet all continuing education requirements for the position assigned, as may be required by law or by the Michigan State Board of Education. If at any time the Superintendent fails to maintain all certificates, credentials, continuing education requirements, this Contract shall automatically terminate and the Board shall have no further contractual obligations.

Duties: The Superintendent agrees, during the period of this contract, to faithfully perform his duties and obligations in such capacity for the school district including, but not limited to, those duties required by the Michigan School Code and the Board of Education. 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 and programs of the Board of Education as may be adopted. He will faithfully and diligently fulfill all the duties and obligations incumbent upon him as the executive head of the school district.

Expenses. The Superintendent shall be eligible to be reimbursed for meals, lodging, and such other reasonable and necessary travel expenses incurred while on official school business in accordance with the per-diem expense and reimbursement procedures established by the Board. Mileage reimbursement

will be based on the then-current IRS rate for using a personally-owned vehicle for official school business. The fees or dues for one primary State and National Association membership in an appropriate education-related professional organization shall be paid by the Board. In addition the superintendent will be allocated a discretionary account in the amount of \$2000 annually to be used for his professional development and related expenses including, but not limited to conferences, seminars, professional publications and related equipment. The superintendent will advise and request prior approval from the Board President for use of these funds and, at any time he will be out-of-the district for more than one day for a professional development activity.

Moving Expenses. The board encourages the Superintendent to obtain and maintain residence within the school district. The intent is that the Superintendent be able to be involved in the school and community as well as adequately manage and supervise his area of responsibility. Upon submission of valid receipts, the Superintendent will be reimbursed up to one thousand dollars (\$1000.00) for expenses directly related to moving the Superintendent's possessions from his previous residence into his in-district residence.

Insurance Contracts. The Board reserves the right to change the identity of the insurance carrier, policyholder, or third-party administrator for any of the coverage's, provided that comparable coverage is maintained during the term of this Contract.

- A. The terms of any contract or policy issued by any insurance company or third-party administrator shall be controlling for all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters.
- B. The Superintendent is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage.

Errors and Omissions Insurance. The Board agrees to pay the premium amount for errors and omissions insurance coverage for the Superintendent while engaged in the performance of a governmental function and while the Superintendent is acting within the scope of his authority. The policy limits for this coverage are as defined in District's current policy.

- A. The terms of the errors and omissions insurance policy shall control the Superintendent's defense and indemnity. The Board's sole obligation shall be limited to the payment of premium amounts for the above errors and omissions coverage.

Life Insurance: The superintendent will receive life insurance paid by the Board that has a death benefit value of two times (2X) his annual salary. In addition, upon the death of the superintendent, health care benefits for surviving family members will continue for three (3) months.

Health Care Benefit: The superintendent will receive at least the same health care benefits as provided by the Board for other administrative professionals at the time of the signing of this contract. The superintendent may choose cash in lieu of health care at the rate provided by the Board for other administrative professionals.

Vacation Leave: The superintendent will receive twenty five (25) vacation days per fiscal year (pro-rated for the 2010-11 fiscal year) with the ability to carry a maximum of 10 unused days to the next

fiscal year. Unused vacation leave will not be compensated nor allowed to accumulate beyond the scope stated here.

Authorized Leave and Paid Holidays: The superintendent shall receive the same annual sick leave benefit (pro-rated for the 2010-11 fiscal year) and paid holiday benefit as provided by the board for other administrative professionals at the time of the signing of this contract.

Medical Examination. Upon request of the Board the Superintendent agrees to a medical examination at district expense to determine if he is capable of performing 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 Superintendent by the Board shall be job-related and consistent with business necessity. Any information obtained from medical or psychological examinations or inquiries shall be confidential.

Evaluation: The Superintendent's performance shall be evaluated by the Board annually, not later than June 30, using a mutually acceptable process. The Superintendent shall remind the Board of Education of this responsibility in a timely manner.

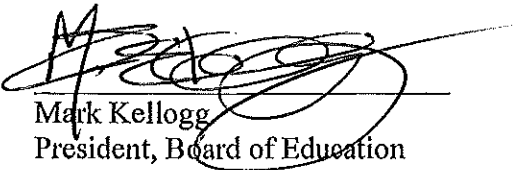
Extension: The Board of Education, no later than the last day of June of each year during the term of this contract, will consider extending the contract for an additional one-year period. As a general rule if the Board is satisfied with the performance of the superintendent as reflected in his annual review, the contract will be extended by one additional year. In exercising this option, the Board also shall establish the annual base salary to be paid to the Superintendent for the next school year including any extension period(s) remaining in the contract. However, the Board of Education in its sole discretion and with or without cause may decline to extend this contract for an additional year. If the board does not officially extend this contract, the contract will continue to expire on the expiration date specified above.

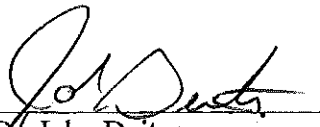
Tenure: This contract does not confer tenure upon the Superintendent or any other administrative position in the District.

Termination: The Superintendent shall be subject to discharge for good and just cause, but the Board shall not arbitrarily and capriciously dismiss him. 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 under this contract.

Severability: If any provision of this contract is ruled illegal or unenforceable by a court of competent jurisdiction, the remainder of the contract not affected by the ruling shall remain valid and in effect.

Superintendent's Contract


Mark Kellogg
President, Board of Education
DeWitt Public Schools


Dr. John Deiter
Superintendent of Schools

(signatures continued on next page)

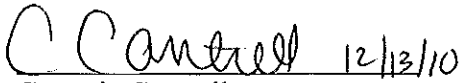
Superintendent's Contract



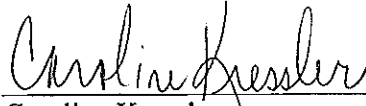
Cliff Flood
Vice President, Board of Education



Ken Armbrustmacher
Treasurer, Board of Education



Cammie Cantrell
Secretary, Board of Education



Caroline Kressler
Trustee, Board of Education



Fred Goers
Trustee, Board of Education



Wayne Baum
Trustee, Board of Education