

**FENTON AREA PUBLIC SCHOOLS
FENTON, MICHIGAN**

SUPERINTENDENT'S CONTRACT

This employment contract, made and entered into this twelfth day of July, 2010 by and between the Board of Education of the Fenton Area Public Schools, County of Genesee, State of Michigan, (hereinafter referred to as the BOARD), and Timothy Jalkanen (hereinafter referred to as the SUPERINTENDENT).

WHEREAS, the BOARD desires to provide the SUPERINTENDENT with a written employment contract in order to enhance administrative stability and continuity within the schools which the BOARD believes generally improves the quality of its overall education programs; and,

WHEREAS, the BOARD and the SUPERINTENDENT believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis for effective communication between them as they fulfill their governance and administrative functions in the operation of the educational program of the schools;

NOW, THEREFORE, the BOARD and the SUPERINTENDENT, for the consideration herein specified, agree as follows:

I. SCOPE OF CONTRACT

- A. The BOARD, in consideration of the promises, herein contained, of SUPERINTENDENT, hereby employs Timothy Jalkanen as Superintendent of Schools, with all powers and responsibility as may be prescribed from time to time by the laws of the State of Michigan, and by lawful direction of the BOARD for a term of three years, beginning July 1, 2010 through June 30, 2013.
- B. It is mutually understood and agreed that this contract does not confer tenure upon the SUPERINTENDENT in the above-described position or any other administrative position.

II. PROFESSIONAL DUTIES AND RESPONSIBILITIES OF SUPERINTENDENT

- A. The SUPERINTENDENT hereby accepts such employment and agrees to perform faithfully the duties of that office, to serve as Executive Officer of the BOARD and to devote his time, attention, and his best talents in the field of education exclusively to the benefit of the BOARD and the Fenton Area Public Schools during the term of the Agreement, provided, however, that the SUPERINTENDENT may at his personal expense, undertake professional consultations and speaking engagements, writing, lecturing, university teaching and/or other professional activities which are not inconsistent with the full performance of duties of the Office of the SUPERINTENDENT. (Annually, upon request of the BOARD, any such activities shall be reviewed.)

- B. The SUPERINTENDENT is hereby granted permission to use any materials developed within the Fenton Area Public School District during his term of office in any publication he might write, provided he properly credits the Fenton Area Public Schools.
- C. The SUPERINTENDENT shall have, in addition to those powers and duties set forth in the Laws of the State of Michigan, the responsibility and power to organize, reorganize and arrange the administrative, supervisory, teaching, and other employee groups in a manner which shall best serve the educational needs of the Fenton Area Public Schools, subject to the provision of any applicable collective bargaining agreement, and BOARD approval.
- D. The SUPERINTENDENT, with the assistance of his staff, shall have the complete responsibility for the selection, placement, and transfer of personnel subject only to the provisions of any applicable collective bargaining agreement and BOARD approval. Further, the SUPERINTENDENT, shall be entitled to make a recommendation before the BOARD hires, fires, demotes, or promotes any employee.

III. PROFESSIONAL GROWTH OF SUPERINTENDENT

- A. The BOARD shall encourage the SUPERINTENDENT and expects that the SUPERINTENDENT will, in his discretion, attend appropriate professional meetings, conferences and workshops at the local, state and national levels; and it is the intent of the BOARD, within budgetary guidelines, to reimburse the SUPERINTENDENT in full for all cost (inclusive of mileage) incurred by fact of his attendance at the aforementioned up to \$5,000 per year
- B. The BOARD shall pay the annual dues to two local civic service organizations such as, by way of example, Rotary, Kiwanis, or Lions Club.
- C. The BOARD shall reimburse the SUPERINTENDENT the full tuition cost for all classes successfully completed.

IV. COMPENSATION

Between July 1, 2010 and June 30, 2013, the SUPERINTENDENT shall receive a base salary of \$125,000 an annuity in the amount of 5% of his base salary, and an amount equivalent to the contributions required by participation in the member investment plan of the Michigan Public School Employee Retirement System. Between July 1, 2011 and June 30, 2012, the SUPERINTENDENT shall receive a base salary to be determined by June 30, 2011 an annuity in the amount of 5% of his base salary, and an amount equivalent to the contributions required by participation in the member investment plan of the Michigan Public School Employee Retirement System. Between July 1, 2012 and June 30, 2013, the SUPERINTENDENT shall receive a base salary to be determined by June 30, 2012, an annuity in the amount of 5% of his base salary, and an amount equivalent to the contributions required by participation in the member investment plan of the Michigan Public School Employee Retirement System. Said salary shall be paid in twenty-six (26) installments per year, the first payment to be made July 22, 2010, with subsequent payments to be made every other Friday thereafter.

V. VACATION AND BENEFITS

- A. The BOARD shall provide the SUPERINTENDENT, annually, with twenty-five (25) work days of vacation with full pay, exclusive of legal holidays. The SUPERINTENDENT, because of the nature of his duties, shall be permitted to carry over up to twenty-five (25) said vacation days for a total number of vacation days not to exceed fifty (50) work days. No more than twenty (20) days may be used consecutively without approval of the BOARD. If the Superintendent is required to work additional days so that the full vacation is not utilized, pay for up to 10 additional work days is hereby authorized on an annual basis.
- B. The following dates shall be considered paid holidays for the SUPERINTENDENT:
1. New Year's Day
 2. Good Friday
 3. Memorial Day
 4. Fourth of July
 5. Labor Day
 6. Thanksgiving Day
 7. Day after Thanksgiving
 8. December 24 of each year, should it fall on a weekday
 9. December 25 of each year, should it fall on a weekday
 10. New Year's Eve Day
- C. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and third party administrator, the BOARD shall make premium payments on behalf of the SUPERINTENDENT as follows for the following insurance programs:
1. **Hospitalization, Medical Insurance:** Family subscriber coverage of the current Blue Cross/Blue Shield product offered to district administrators.
 2. **Dental Insurance:** Delta Dental or equivalent – Plan E and C Plus rider 0-4 or substantially equivalent insurance, with the option of full family coverage.
 3. **Optical:** Equivalent to MESSA – VSP III or substantially equivalent insurance, with the option of full family coverage.
 4. **Sick Leave/Disability Leave:** Yearly, the SUPERINTENDENT will receive twelve (12) sick days. The maximum accumulated sick days the SUPERINTENDENT may carry is 120. Two sick days per year may be used for personal business. Unused personal days will

accumulate as sick days. Upon termination, the SUPERINTENDENT will be paid for any unused sick days at a rate of not less than \$50 per day up to 120 days. L.T.D. starts after the 60th calendar day. The monthly L.T.D. payments will be as follows: 66-2/3 % (without offsets) of the monthly salary up to a maximum of \$6,000 or 75% (with offsets) of the monthly salary up to a maximum of \$6,000. If L.T.D. is collected, a six (6) month extension of current insurance coverage will be given plus two months for each full year of administrative service.

5. **Funeral Leave:** Fourteen (14) days funeral leave per year, non-accumulative. Funeral leave is to be deducted from sick leave.
6. **Life Insurance:** Coverage in an amount not to exceed three times the annual salary term policy, with accidental death and disability.

D. It is the intent of the BOARD, within budgetary guidelines, to pay the full costs of all professional magazines, books, and association memberships as deemed necessary by the SUPERINTENDENT in order that he might be kept well informed about the activities and information related to the operation of a school district.

VI. PROFESSIONAL LIABILITY

- A. The BOARD shall purchase errors and omissions liability insurance which includes the SUPERINTENDENT as a named insured.
- B. The BOARD recognizes the Superintendent may incur potential liability under the Asbestos Hazard Emergency Response Act of 1986 ("AHERA"), 15 USC 2641 et seq. Should any judgment for damages be awarded against Dr. Jalkanen in a civil action arising from activities while in the course of employment and while acting within the scope of his authority to ensure that the requirements of AHERA are met, the Board of Education shall indemnify Dr. Jalkanen or pay, settle, or compromise the judgment subject to the limitation in the following paragraph. This shall include all acts of Dr. Jalkanen undertaken to ensure that the requirements of AHERA are met, even if deemed to be acts of negligence, but shall not include acts of gross negligence, willful misfeasance, bad faith, or reckless disregard of duties in the conduct of the designated responsibilities. The right of representation and indemnification shall inure to the benefit of heirs, executors, and administrators of such individual and shall remain in force even though such individual shall no longer be an employee of the Fenton Area Public Schools.

VII. MEDICAL EXAMINATION

In light of the unique nature of the professional duties of Superintendent of Schools, the BOARD shall, at its expense not to exceed \$150.00 plus lab work, provide the SUPERINTENDENT a complete medical examination of SUPERINTENDENT yearly. Confirmation of such exam will be available to the BOARD upon request.

VIII. EVALUATION

The BOARD and the SUPERINTENDENT agree that the BOARD will evaluate the SUPERINTENDENT no later than June 15 each year in executive session. The method of evaluation will be mutually satisfactory to the BOARD and SUPERINTENDENT.

IX. CONTRACT TERMINATION

This contract is terminable during its term by the BOARD for good and just cause. A renewal or non-renewal of the Superintendent's contract shall be governed by the provision of MCLA 380.1229. For renewal or non-renewal purposes, the SUPERINTENDENT is an at-will employee.

X. EMPLOYMENT DISPUTE RESOLUTION PLAN

The SUPERINTENDENT acknowledges that he:

- A. He has received a copy of the Employment Dispute Resolution Plan (EDRP) as an addendum to this Agreement.
- B. This EDRP is binding on him, as it requires a mandatory arbitration of any and all disputes arising from or related to employment with the Fenton Area Public Schools.
- C. He acknowledges that this agreement to mediate and/or arbitrate any and all employment-related disputes between the Parties is a condition of his employment and/or continued employment with the Fenton Area Public Schools.
- D. He is waiving his right to judicial forum and agrees that any and all disputes arising from or related to employment with the Fenton Area Public Schools shall be subject to mandatory mediation and/or arbitration. The decision of the arbitrator shall be binding on both parties and may be enforced by the Circuit Court for the County of Genesee, State of Michigan. It is agreed that a judgment of the circuit court may be rendered upon an award made pursuant to this agreement, shall be valid, enforceable and irrevocable.

XI. SAVINGS CLAUSE

If during the term of this contract, it is found that a specific clause of the contract is illegal in federal or state law, the remainder of the contract not affected by such a ruling shall remain in force.

XII. MISCELLANEOUS

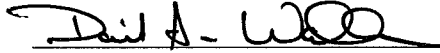
- A. The SUPERINTENDENT represents that he holds all certificates and credentials required by law and by the BOARD to serve in the capacity of SUPERINTENDENT. If at any time the SUPERINTENDENT fails to hold

the qualifications required by law for the position of SUPERINTENDENT, this contract shall automatically terminate.

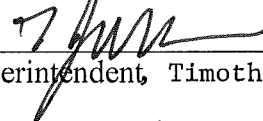
- B. In addition to the aforementioned provisions, it is mutually agreed by the parties to this Agreement that the BOARD and the SUPERINTENDENT may at any time modify, extend or terminate this mutual contractual Agreement by mutual consent.

IN WITNESS WHEREOF, the BOARD has caused this Employment Contract to be approved on its behalf by a duly authorized officer and the SUPERINTENDENT has approved this Employment Contract effective on the day and year specified in paragraph I.

**GOVERNING BOARD
FENTON AREA PUBLIC SCHOOLS**

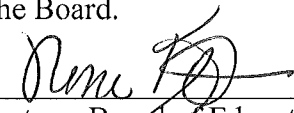

Board President, David A. Walker

Date: 07/12/2010


Superintendent, Timothy Jalkanen

Date: 7/14/10

This employment contract between the Board of Education of Fenton Area Public Schools, Genesee County, Michigan, and Timothy Jalkanen dated July 12, 2010 was duly approved at a meeting of said Board held on the twelfth day of July 2010 and the President of said Board was then and there authorized to execute said contract on behalf of the Board.


Secretary, Board of Education

Nora Kryza

Date: July 12, 2010

**CONTRACT ADDENDUM
SUPERINTENDENT INCENTIVE PAY**

In addition to the SUPERINTENDENT'S base salary noted above; should the following event occur during the 2010-11 school year an incentive payment will be triggered.

Student Performance Incentive Adequate Yearly Progress

Trigger: All district buildings are listed as making "Adequate Yearly Progress" (AYP) as defined by the Michigan Department of Education.

Incentive Payment: \$5,000

The total amount of incentive pay available to the SUPERINTENDENT should the trigger occur is \$5,000. If/when a trigger for the incentive pay takes place; the incentive payment will be spread in the remaining pays throughout the remainder of the particular contract year.

The base pay for subsequent school years will be calculated by adding the current school year base pay (\$125,000) plus any incentive pay earned during that school year as outlined above.

}

EMPLOYMENT DISPUTE RESOLUTION PLAN

Purpose of the Plan

The purpose of the Fenton School District Employment Dispute Resolution Plan (the "EDR Plan") shall be to provide for the fair, efficient, and timely resolution of all claims, disputes or controversies arising out of or relating to an application or candidacy for employment, employment and/or cessation of employment or the EDR Plan, to provide an applicant or employee with a forum in which claims or disputes with the District may be resolved exclusively by final and binding arbitration rather than litigation. This agreement does not restrict an applicant or employee from filing a claim or charge with any state, federal or other governmental administrative agency. Rather, this EDR Plan applies only to local, state or federal court proceedings.

Applicants and Employees Subject to Employment Dispute Resolution Plan

All applicants for employment and all employees, to the extent that the dispute is not covered by or subject to the grievance procedure stated in the applicable collective bargaining agreement, if any, shall be subject to the terms of this EDR Plan.

Conditions for Consideration of Applications and Continued Employment

It shall be a condition for the consideration of an application or candidacy for employment, a condition for consideration of employment, a condition of employment and a condition of continued employment with the District to submit any and all claims, disputes or controversies arising out of or relating to an application or candidacy for employment, employment and/or cessation of employment or the EDR Plan to final and binding arbitration.

Disputes Subject to the Plan

Any and all claims, disputes or controversies arising out of or relating to an applicant's application or candidacy for employment, and employee's employment and/or cessation of employment, or the EDR Plan, shall be settled exclusively by final and binding arbitration administered by the American Arbitration Association under its National Rules for the Resolution of Employment Disputes and judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. By way of example only, such claims include claims under federal, state, and local statutory or common law, such as the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, as amended, including the amendments of the Civil Rights Act of 1991, the Americans with Disabilities Act, the law of contract and the law of tort.

Initiation of a Claim

Statute of Limitations

A party wishing to initiate arbitration of an employment dispute pursuant to this Plan must file a Demand for Arbitration with the American Arbitration Association regional office located at One Towne Square, Suite 1600, Southfield, MI 48076-3728. Demands for arbitration must be filed within the time limit established by the applicable statute of limitations if the dispute involves statutory rights. If no statutory rights are involved, the time limit for filing claims shall be 30 calendar days from the

date that mediation was terminated pursuant to AAA National Rules for the Resolution of Employment Disputes or 30 calendar days from the date the dispute arose or the employee knew or should have known that the dispute arose.

Nothing in this Plan prohibits an employee from filing a complaint(s) with a federal, state or other governmental administrative agency.

Cost-Sharing of Arbitration Fees

Employees shall be required to pay 50% of the arbitration filing fee.

Neutral ADR Provider

The American Arbitration Association is designated to administer the external component of this Employment Dispute Resolution Plan (mediation and arbitration processes). The AAA National Rules for the Resolution of Employment Disputes shall govern the mediation and arbitration processes.

Due Process Protocol

This Employment Dispute Resolution Plan shall adhere to the following due process safeguards developed by the AAA Task Force on Alternative Dispute Resolution, only where a dispute or claim exists relating to an employee's statutory rights.

Representation

Employees using the mediation and/or arbitration procedures of this EDR Plan shall have the right to be represented by a spokesperson of their own choosing. The employee may seek such representation through various organizations, including but not limited to, bar associations, legal service associations, civil rights organizations, trade unions, etc.

Fees for Representation

The amount and method of payment for representation should be determined between the employee claimant and her/his representative. In cases where an employee is able to demonstrate financial hardship and an inability to pay fees for representation, the arbitrator shall have authority to provide for fee reimbursement where the claimant is the prevailing party. The arbitrator shall have authority to provide for fee reimbursement in whole or in part in accordance with applicable law or in the interests of justice.

Access to Information

The parties shall have adequate but limited pre-trial discovery. Necessary pre-hearing depositions consistent with the expedited nature of arbitration shall be available.

Prior to selection of an arbitrator, the parties shall be provided with the names, addresses and phone numbers of the representatives of the parties that arbitrator's six most recent cases to aid them in selection.

Mediator and Arbitrator Qualification

The roster of mediators and arbitrators shall contain representatives with training regarding statutes, including substantive, procedural and remedial issues to be confronted in statutory rights employment disputes, skills in conducting hearings and knowledge of the statutory environment in which statutory rights disputes arise. Nothing in this EDR Plan shall prohibit the parties from jointly selecting as mediator and/or arbitrator one in whom both parties have requisite trust.

Disputes shall be mediated by a single mediator. Arbitrations shall be conducted by a single arbitrator.

Conflicts of Interest

The mediator and/or arbitrator for an employment dispute shall disclose any relationship which might reasonably constitute or be perceived as a conflict of interest. The designated mediator and/or arbitrator shall sign an oath provided by AAA affirming the absence of such present or preexisting ties.

Authority of Arbitrator

The arbitrator shall be bound by the Arbitration Agreement signed by the parties, statutes, regulations and rules of procedure of the AAA, including the authority to determine the time and place of the hearing, permit reasonable discovery, issue subpoenas, decide arbitrability issues, preserve order and privacy in the hearings, rule on evidentiary matters, determine the close of the hearing and procedures for post-hearing submissions and issue an award resolving the submitted dispute.

Compensation of the Arbitrator

Impartiality is best assumed by the parties sharing the fees and expenses of the mediator and arbitrator. In cases where the economic condition of a party does not permit equal sharing, the parties should make mutually acceptable arrangements to achieve that goal if at all possible. In the absence of such an agreement, the arbitrator shall determine allocation of fees. The AAA shall facilitate the negotiation of the parties' share of costs and collection of such fees so as to reduce the bias potential of disparate contributions and shall forward payment to the mediator and/or arbitrator without disclosing the parties' respective share of the payment.

Addendum to Administrative Contracts

The undersigned hereby agree to the following:

If a claim, dispute or controversy arises out of or relates to an application or candidacy for employment, employment and/or cessation of employment with the District or the Fenton Area Employment Dispute Resolution Plan, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its National Rules for the Resolution of Employment Disputes, before resorting to arbitration, litigation or some other dispute resolution procedure.

Any claim, dispute or controversy arising out of or relating to an application or candidacy for employment, employment and/or cessation of employment, or Fenton Area Employment Dispute Resolution Plan shall be settled exclusively by final and binding arbitration administered by the American Arbitration Association under its National Rules for the Resolution of Employment Disputes and judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. By way of example only, such claims include claims under federal, state, and local statutory or common law, such as the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, as amended, including the amendments of the Civil Rights Act of 1991, the Americans with Disabilities Act, the law of contract and the law of tort.

The purpose of this agreement is to provide the undersigned with a forum in which claims or disputes with the District may be resolved by mediation and/or arbitration rather than litigation. This agreement does not restrict you from filing a claim or charge with any state, federal or other governmental administrative agency. Rather, this agreement applies only to local, state or federal court proceedings.

This agreement allows an employee to insist on arbitration where the grievance procedure applicable to the employee stated in the pertinent collective bargaining agreement, if any, has been followed but has not concluded to the satisfaction of the employee. The undersigned further agree that the applicant or employee shall have the right to be represented by counsel of his/her choosing in the mediation and/or arbitration proceedings.

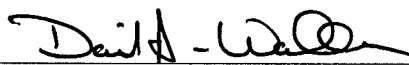
The undersigned acknowledge

1. This agreement is binding on them, as it requires mandatory arbitration of any and all disputes arising from or related to employment with the Fenton Area Community School District.
2. They are waiving their right to a judicial forum and agree that any and all disputes arising from or related to employment with the Fenton Area Public School District shall be subject to mandatory mediation and/or arbitration.
3. A just cause standard shall apply for disputes regarding termination of services during an administrative employment contract term. An arbitrary and capricious standard shall apply in arbitrations concerning the non-renewal of an administrative employment

contract. For all other matters, the appointed arbitrator shall have the authority to award whatever relief would be available in a court of competent jurisdiction under the law. The arbitrator shall issue an opinion and award setting forth a summary of the issues, including the type(s) of dispute(s), the damages and/or other relief requested and awarded, a statement of any other issues resolved, and a statement regarding the disposition of any statutory claim(s).

The employee or applicant acknowledges that this agreement to mediate and/or arbitrate any and all employment-related disputes between them is a condition of the employee's employment and/or continued employment with the District.

FENTON AREA PUBLIC SCHOOLS

By: 
Its: Board President


Employee/Applicant
Timothy Jalkanen