

## CONTRACT OF EMPLOYMENT

### School Administrator

It is hereby agreed by and between the Board of Education of the Haslett Public Schools (hereinafter "Board") and Michael C. Duda (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 2<sup>nd</sup> day of July, 2010, has and does hereby employ Michael C. Duda for a three (3) year period commencing on July 1, 2010 and ending on June 30, 2013, according to the terms and conditions as described and set forth herein as follows:

1. This Contract shall be extended annually for an additional term of one (1) year during its term unless written notification of non-extension is given by the Board to the Administrator by March 31. As a condition to extension of this Contract during its term, as described in the immediately preceding sentence, Administrator will furnish a written reminder of this provision to the Board of Education President not later than February 1 annually. This provision does not prevent the Board from terminating this Contract during its term pursuant to paragraph 10 or from non-renewing this Contract at its expiration pursuant to the procedures set forth in Section 1229 of the Revised School Code (or its successor provision).

2. 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.

3. Administrator represents that 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 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 may be terminated and the Board shall have no further obligation hereunder.

4. 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.

5. Administrator shall be paid at an annual (twelve month) salary rate of not less than One Hundred Twenty-Seven Thousand Three Hundred Fifty-Three Dollars (\$127,353) in consideration of his performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board.

As additional remuneration for service, the Board shall annually remit the amount of Ten Thousand Dollars (\$10,000) to a 403(b) annuity designated by Administrator. In recognition of the Superintendent's accomplishment of specific performance objectives, and as part of his compensation, the 403(b) annual annuity contribution shall be increased to Fifteen Thousand Five Hundred Dollars (\$15,500) annually effective July 1, 2010.

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 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. Consistent with the provisions of Section 1250 of the Revised School Code, Administrator's job performance and job accomplishments will be significant factors in determining any adjustment to Administrator's compensation.

6. Upon the completion of four (4) years of service as Superintendent, Administrator shall receive an annual longevity amount of Four Thousand Dollars (\$4,000). Upon completion of nine (9) years of service as Superintendent, the longevity amount shall be increased to an aggregate of Five Thousand Dollars (\$5,000). Longevity payments are a part of Administrator's remuneration for service and shall be remitted annually in the first payroll of each contract year in which Administrator is eligible to receive longevity.

7. 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 vacation time of twenty (20) days per fiscal year to be credited on July 1 annually. Any vacation days that are unused at the conclusion of the fiscal year in which they were originally credited may be carried over to the next succeeding fiscal year. It is recognized that Administrator's accumulation of twenty-four (24) vacation days existing as of June 30, 2010 shall be carried forward and continue to be credited to Administrator's accumulation at the inception of this Contract on July 1, 2010. Provided, that at no time shall Administrator have a maximum accumulation of vacation time in excess of forty (40) days, inclusive of all vacation days credited in the current or any prior fiscal year.

15 days

At the conclusion of the fiscal year in which vacation is credited, Administrator shall have the option to redeem up to five (5) accumulated vacation days to be paid at one hundred percent (100%) of Administrator's per diem rate (based on Administrator's per diem rate at the conclusion of

that fiscal year). Once redeemed, these days shall be subtracted from Administrator's accumulated vacation days.

Upon Administrator's resignation from employment, with at least ninety (90) days advance written notice to the Board, Administrator shall be reimbursed at one hundred percent (100%) (based on Administrator's per diem rate on the effective date of his resignation) for up to twenty (20) accumulated vacation days. The Board has the discretion to waive the written notice of resignation that is a condition to Administrator's receipt of this benefit.

8. Administrator shall not be required to render services for the School District on the following holidays:

- |                            |                  |
|----------------------------|------------------|
| *Fourth of July            | *New Year's Day  |
| *Labor Day                 | *President's Day |
| *Thanksgiving              | *Memorial Day    |
| *Friday After Thanksgiving |                  |
| *Christmas Eve             |                  |
| *Christmas Day             |                  |

9. Administrator's performance shall be evaluated by the Board annually, not later than March 31. Consistent with the provisions of Section 1249 of the Revised School Code, Administrator's performance evaluation shall include use of multiple rating categories that take into account data on student growth as a significant factor.

10. 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, insubordination, incompetency, inefficiency and other reasons which constitute just cause, or if Administrator materially breaches the terms and conditions of this Agreement.

The foregoing standards for termination of this contract during its term shall not be applicable to non-extension of this Contract during its term or to non-renewal of this Contract at the expiration of its term, which decisions are 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. Said hearing shall be public or private at the option of the Administrator. 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.

11. 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 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. 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 has reason to doubt the validity of the medical certification supplied by Administrator, it may require a second opinion by a health care professional designated by the Board, at Board expense. In the event that the medical certification supplied by Administrator and that resulting from the second opinion procured by the Board are in conflict regarding Administrator's mental and/or physical capacity to perform the essential functions of his position, Administrator and Board (or their designees) shall mutually select a third healthcare professional whose assessment shall be regarded as conclusive regarding the necessity for leave.

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 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 by a healthcare professional designated by the Board 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.

For purposes of eligibility to receive any benefit under this Contract which is contingent or dependent upon Administrator's service to the District, any paid leave time utilized under this Contract and any unpaid leave time utilized under the provisions of this paragraph (i.e. ¶ 11) shall be regarded as counting toward years or time of service by Administrator to the District.

12. 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.

13. 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, 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.

The Board shall reimburse Administrator for the cost of a comprehensive physical examination, to the extent not otherwise covered by health insurance, for one exam every two (2) years.

14. 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:

- a. Full Family Health Insurance/Health Savings Account: Blue Cross/Blue Shield Flexible Blue - Plan 2; the Board will pay the \$2,500 annual plan deductible;
- b. Long Term Disability Insurance: 70% of covered monthly earnings to a maximum monthly benefit of \$6,000; 90 day elimination period or expiration of accrued sick leave, whichever interval is greater; 24 months own occupation; \$1,200 per month COBRA benefit/maximum 29 months;
- c. Delta Dental Insurance (self-insured or the predominant insurance carrier utilized by the District) -100: 90/90/90: \$1,000 combined Annual Basic/Major Services Maximum; \$2,000 Lifetime Maximum Orthodontic Benefit;
- d. Vision Insurance - (self-insured or the predominant insurance held by the District) - specifications shall be in the Benefits Schedule for VIS-2011000; VIS FRM-0800001; COMP 3306000
- e. Term Life Insurance – two (2) times annual salary (rounded to the next highest \$1,000), subject to a maximum policy benefit of \$200,000.

15. The Board reserves the right to change the identity of the insurance carrier, policyholder or third party administrator for any of the above coverages, 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 coverages 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.

16. If Administrator is absent from duty on account of personal illness or disability, he shall be allowed full pay for a total of ten (10) days per contract year. Unused paid leave days hereunder shall be cumulative to a maximum of one hundred (100) days for absence due to personal illness or disability of Administrator. It is recognized that Administrator's sick leave accumulation of one hundred (100) days existing as of June 30, 2010 shall be carried forward and credited to Administrator's accumulation at the inception of this Contract on July 1, 2010. Administrator shall not receive any additional compensation in lieu of use of sick days.

17. Administrator shall be eligible to be reimbursed for District-related travel, meals and lodging in accordance with per diem expense and reimbursement standards and procedures established by the Board, and consistent with paragraph 19 herein. Administrator shall be entitled to use a District issued credit card for such business-related expenses. Any expense to be incurred by Administrator for out-of-district travel shall be submitted in advance for review and approval by the Board. Administrator shall be required to present an itemized account of his reasonable and necessary expenses in accordance with direction of the Board or its designee.

The Board shall provide the Administrator a stipend of \$1,500 annually for fees or dues for membership in appropriate professional organizations. The stipend shall be paid annually at the beginning of each fiscal year.

*\*roll into salary*

18. The Board agrees to pay the premium amount for errors and omissions insurance which shall include coverage for Administrator while engaged in the performance of a governmental function and while the Administrator is acting within the scope of his authority. The policy limits for this coverage (inclusive of the wrongful acts of all insureds) shall be not less than \$2,000,000 per wrongful act, with annual aggregate.

The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of Administrator, including but not limited to exclusions and limits of liability. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions coverage and payment of the policy deductible amount when that coverage applies to defense or indemnity for a claim brought against Administrator. In the event that such insurance coverage cannot be purchased in the above amounts and/or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify Administrator. In that event, or in the event that claim or liability is excluded from the defense and/or indemnity coverage, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to Administrator as is authorized under MCL 691.1408 and MCL 380.11a(3)(d).

19. The District shall pay the Administrator mileage for District business trips over fifty (50) miles per trip at the mileage rate established by the IRS.

20. The District shall pay the Administrator's tuition at any Michigan university or college for courses taken by the Administrator that are associated with his professional development.

21. If the Administrator is employed by the District for twelve (12) or more years and retires, the Board will pay \$725 per year of service for up to 15 years of service to the District. In order to be eligible to receive payment under this provision, Administrator must submit written notice of resignation due to retirement to the Board at least ninety (90) days before the effective date of the Administrator's resignation due to retirement. The Board has the discretion to waive the written notice of resignation/retirement that is a condition to Administrator's receipt of this benefit.

"Retirement" shall be interpreted to mean resigning from the Haslett Public Schools and immediately becoming an annuitant of either the Michigan Public School Employees Retirement Fund, Social Security, or both.

Administrator shall have the option of receiving the benefits referenced in this provision in a lump sum either on July 31 or January 31 in the fiscal year next following the effective date of Administrator's retirement. If no election is made by Administrator, the benefit will be remitted on January 31 next following the effective date of Administrator's retirement.

22. This Contract contains the entire agreement and understanding by and between the Board and Administrator with respect to the employment of Administrator and no 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. 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.

23. 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.

This agreement to 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 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 Circuit Court for the 30th Judicial Circuit of Michigan (Ingham County).

24. 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).

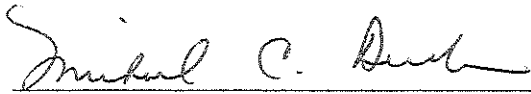
25. Administrator agrees that any claim or suit arising out of Administrator's employment with the Board must be filed no more than six (6) months after the date of the employment action that is the subject of the claim or suit. Administrator understands that the statute of limitations for claims arising 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.

26. This Agreement is executed on behalf of the Haslett Public Schools pursuant to the authority granted as contained in the resolution of the Board adopted on July 2, 2010, the same being incorporated herein by reference.



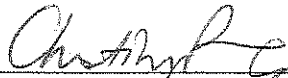
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

Date: 8-23-10

  
MICHAEL C. DUDA — ADMINISTRATOR

HASLETT PUBLIC SCHOOLS  
BOARD OF EDUCATION

Date: 8-23-10

By   
President

By   
Secretary

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