

Mason Public Schools Mason, MI

CONTRACT OF EMPLOYMENT

Superintendent

It is hereby agreed by and between the Board of Education of the Mason Public Schools (hereinafter "Board") and Ronald J. Drzewicki (hereinafter " Superintendent") 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 12th day of October, 2015, has and does hereby employ the said Superintendent for an approximate 3 year period commencing on August 1, 2015 and ending on June 30, 2018, according to the terms and conditions as described and set forth herein as follows:

1. Superintendent 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. Superintendent acknowledges the ultimate authority of the Board with respect to his/her responsibilities and directions related thereto.

2. Superintendent represents that he/she 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 Michigan Department of Education, and those required by the Board to serve in the position assigned. Superintendent agrees, as a condition of his/her continued employment, to meet and maintain all certification and 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 Superintendent 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.

3. Superintendent agrees to devote his/her talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Superintendent agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, Superintendent 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. Superintendent agrees that he/she will diligently and competently discharge his/her duties on behalf of the School District to enhance the operation of the School District and will use his/her best efforts to maintain and improve the quality of the programs and services of the School District.

4. Superintendent shall be paid at an annual (twelve month) salary rate of not less than one hundred twenty-seven thousand Dollars (\$127,000.00) in consideration of his/her performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board.

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 Superintendent during the term of this Contract. Consistent with the provisions of Section 1250 of the Revised School Code, Superintendents job performance and job accomplishments will be significant factors in determining any adjustment to Superintendents compensation. Any increase in salary made during the term of this Contract shall be in the form of a written amendment and when executed by Superintendent and the Board, shall become a part of this Contract.

5. In addition to salary, the District shall contribute annually \$8,000.00 pro-rated for the number of weeks actually worked, to a tax- sheltered annuity for the Superintendent during each year of this Agreement. The Superintendent shall own the annuity as required by Section 403(b) of the Internal Revenue Code. The Superintendent may arrange through a salary-reduction agreement for additional contributions to the annuity on his behalf within the applicable legal limits. Annuity contributions are considered to be a part of total compensation

6. Superintendent 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. Superintendent shall be granted vacation time of 25 days per fiscal year. Vacation days must be used within the fiscal year for which they are made available and Superintendent shall not receive any additional compensation in lieu of use of vacation days. Superintendent shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District. All scheduling of vacation is subject to the approval of the Board.

7. Superintendent's performance shall be evaluated at least annually using multiple rating categories that take into account data on student growth as required by Section 1249 of the Revised School Code (or its successor provision).

8. The Superintendent shall be subject to discharge for good and just cause, but the Board shall not arbitrarily and capriciously dismiss him. The Board shall be entitled to terminate the Superintendent's employment at any time during the term of this Contract when it determines that Superintendent has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, and if Superintendent materially breaches the terms and conditions of this Contract.

The foregoing standards for termination of this Contract during its term shall not be applicable to non-renewal of this Contract at the expiration of its term, which decision is discretionary with the Board.

In the event that the Board undertakes to dismiss Superintendent during the term of this Contract, he/she 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.

9. In the event of Superintendent 's mental and/or physical incapacity to perform the duties of his/her office, he/she shall be granted an initial leave of ninety (90) work days for purpose of recovery. The Superintendent shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the ninety (90) work day period to be unpaid. Upon utilizing leave under this provision, Superintendent shall furnish medical certification to the Board (or its designee) respecting the necessity

for the leave. Health plan premium payments shall be made on behalf of the Superintendent during this interval to the extent required by law.

If the Board (or designee) has reason to doubt the validity of the medical certification supplied by Superintendent, it may require a second opinion, at Board expense.

Superintendent may request a ninety (90) work day unpaid leave extension in the event of his/her 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 Superintendent will be able to resume his/her duties at the conclusion of the extended leave interval. Medical certification shall be supplied by Superintendent as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

If Superintendent is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), his/her 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, Superintendent shall provide to the Board a fitness for duty certification from Superintendent'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.

10. Superintendent agrees that he/she shall not be deemed to be granted continuing tenure in the position initially assigned 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 Superintendent 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.

11. Superintendent 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, Superintendent shall authorize the release of medical information necessary to determine if Superintendent is capable of performing the essential job functions required by his/her 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 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.

12. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third party administrator, the Board shall make benefit cost payments, as specified below, on behalf of Superintendent and his/her eligible dependents for enrollment in the following insurance programs:

Health insurance

MESSA Choices II (\$500/\$1,000) Saver Rx
Premiums – 80% District and 20% Employee
Deductibles – 100% Employee

Dental insurance

Delta Dental 80/80/80/80 \$1500 annual max \$1500 Lifetime Orthodontic Max

Term life insurance (Superintendent only)

\$200,000.00 Death Benefit

Vision insurance

Vision VSP 3

Short Term Disability insurance: (Superintendent only)

The Board shall provide the Superintendent with Short-Term Disability Insurance up to two-thirds of monthly earnings not to exceed a monthly maximum of seven thousand five hundred dollars (\$7,500.00) with a seven (7) - day qualifying period.

Long Term Disability insurance: (Superintendent only)

The Board shall provide the Superintendent with Long-Term Disability Insurance up to two-thirds of monthly earnings not to exceed a monthly maximum of seven thousand five hundred dollars (\$7,500.00) with a ninety (90) - day qualifying period.

Superintendent agrees that the Board has the right to allocate to Superintendent responsibility for a portion of the benefit plan costs for the insurance coverage specified above, as may be determined by the Board, in its discretion. However, this contribution shall not be less than the amount determined by the Board to be necessary to comply with the Publicly Funded Health Insurance Contribution Act, 2011 PA 152. The Board will notify Superintendent of the amount for which he/she is responsible in excess of the Board paid benefit plan costs contributions. Superintendent agrees that the amount of benefit plan costs contributions designated by the Board as Superintendent's responsibility shall be payroll deducted from Superintendent's compensation.

13. 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 Agreement. The Board shall not be required to remit premiums for any insurance coverage for Superintendent and his/her 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. Superintendent 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.

14. Superintendent is entitled to the following holidays for which no service to the School District is required. Fourth of July, Friday before Labor Day, Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Mid-Winter Recess (one (1) day) and Memorial Day.

15. If Superintendent is absent from duty on account of personal or family illness or disability, he shall be allowed full pay for a total of 12 days per contract year. Unused paid sick leave days hereunder shall be cumulative to a maximum of 90 days for absence due to personal illness or disability of Superintendent. There will be no compensation for unused sick days.

At the beginning of every contract year, the Superintendent shall be credited with four (4) personal business days. Said days shall not accumulate beyond the contract year. The Superintendent shall notify the Board President a least one (1) day in advance, except in case of emergency. The Superintendent need not state the reason for the personal business day.

16. Superintendent shall be eligible to be reimbursed for travel, meals and lodging in accordance with per diem expense and reimbursement standards and procedures established by the Board. Any expense to be incurred by Superintendent for out-of-district travel shall be submitted in advance for review and approval by the Board. Superintendent shall be required to present an itemized account of his reasonable and necessary expenses in accordance with direction of the Board or its designee.

Subject to express approval by the Board, the fees or dues for membership in appropriate professional organizations (or service club at the local level) shall be paid by the Board. Subject to prior approval by the Board, the Superintendent may attend appropriate professional meetings at the local, state and national levels and shall be reimbursed for any registration fees, tuition, travel, lodging and/or reasonable meal expenses for himself in relation thereto not prepaid by the Board.

17. This Contract contains the entire agreement and understanding by and between the Board and Superintendent with respect to the employment of Superintendent and no prior or concurrent representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect. All prior contracts or other agreements (written or oral) pertaining to the terms of this contract are cancelled and are superseded by the terms of this contract. Provided, that this contract is voidable pursuant to the provisions of the Revised School Code pertaining to criminal records and criminal history checks.

No amendment to or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board reflected in its minutes, and signed by Superintendent and the President and Secretary of 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.

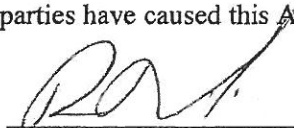
18. If any provision of this Agreement becomes or is declared by a Court of competent jurisdiction to be illegal, unenforceable or void, this Contract shall continue in full force and effect without said provision(s).

19. Superintendent agrees that any claim or suit arising out of Superintendent's employment with the Board must be filed no more than one year after the date of the employment action that is the subject of the claim or suit. Superintendent understands that the statute of limitations for claims arising out of an employment action may be longer than one year, but agrees to be bound by the one year 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.

20. This Agreement is executed on behalf of the Mason Public Schools pursuant to the authority granted as contained in the resolution of the Board adopted on August 18th, 2014, 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: 10/12/15



Superintendent

MASON PUBLIC SCHOOLS
BOARD OF EDUCATION

Date: _____

By Betsy J. Binky, Acting
President

By Laura Tenger
Secretary