

April 23, 2012

Dear Mrs. Balint,

On behalf of the South Lake Schools Board of Education, I am honored to be able to offer you a new employment contract to serve as our Superintendent of Schools for the next three years. This new contract will use your previous contract language with the following changes:

1. The initial paragraph shall reflect that this new contract will commence on July 1, 2012 and end on June 30, 2015
2. #4 of the contract regarding salary shall read as: In year one of the contract, beginning July 1, 2012 your Total Salary shall be \$135,000. In year two of the contract, beginning July 1, 2013 your Total Salary shall be \$139,050 (an increase of 3%). In year three of the contract, beginning July 1, 2014 your Total Salary shall be \$139,050. The salary line items shall be broken down only to Base Salary, Longevity and Semester Hours. The description of Curriculum Director Duties will be removed.

Your past actions and work ethic are the main reasons that our confidence in your abilities continue to grow. This new contract will be a reminder of our complete confidence in you to continue to lead South Lake Schools in the proper direction. Along with providing a stable future for your staff, we look forward to increased successes for our students. With leaders like you, our community can also be assured that South Lake continues to build for a stronger future.

Sincerely,



Allan Innes

President

South Lake Schools Board of Education

P.B.

**SOUTH LAKE SCHOOLS
CONTRACT OF EMPLOYMENT**

SUPERINTENDENT

It is hereby agreed by and between the Board of Education of South Lake Schools (hereinafter "Board") and Pamela A. Balint (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 9th day of June 2010, has and does hereby employ the said Administrator 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. 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 her 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. Administrator is also subject to assignment of additional administrative responsibilities and duties within the School District at the discretion of the Board.

2. Administrator represents that she 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 her 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.

3. Administrator agrees to devote her 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 agrees to devote substantially all of her business time, attention and services to the diligent, faithful and competent discharge of her duties on behalf of the School District to enhance the operation of the School District and agrees to use her best efforts to maintain and improve the quality of the programs and services of the School District.

4. Administrator shall be paid at an annual (twelve (12) month) salary rate of not less than One Hundred Thirty-Five Thousand (\$135,000.00) Dollars in consideration of her performance of the duties and responsibilities of the position assigned in conformance with the

requirements and expectations of the Board the first two years and open the third year. The compensation is broken down as follows:

Base Salary	One Hundred Twenty-Eight Thousand One Hundred Thirty-Nine Dollars	\$128,139
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Longevity	One Thousand One Hundred Fifty-Nine Dollars	\$1,159
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Semester Hours	Seven Hundred Two Dollars	\$702
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Curriculum Director Duties	Five Thousand Dollars	\$5,000
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Total Salary	One Hundred Thirty-Five Thousand Dollars	\$135,000
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Should Administrator be assigned or transferred to another administrative position or assume some or all the responsibilities and duties of an additional administrative position, the salary paid shall be as established by the Board for that position. 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. The salary for the position of Superintendent shall not be subject to reduction below the figures stated above unless such decrease is mutually agreed upon by the Administrator and the Board. 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.

5. 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-five (25) days per fiscal year. Vacation days must be used within the fiscal year for which they are made available and Administrator shall not receive any additional compensation in lieu of use of vacation days. Administrator shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District.

6. The Board shall provide the Administrator with mileage reimbursement at the Internal Revenue Service standard mileage rate.

7. Administrator's performance shall be evaluated by the Board annually, not later than February 28. Such evaluation shall include an assessment of: the progress toward the educational goals of the District; the working relationship between the Board and the Administrator; the Board's own effectiveness in providing direction to the Administrator.

8. The Board shall be entitled to terminate the Administrator's employment at any time during the term of this Contract when it determines that Administrator has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, or any other conduct, or a lack thereof, that amounts to just and reasonable cause for termination.

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 Administrator during the term of this Contract, she shall be entitled to written notice of charges and an opportunity for a meeting before the Board. The meeting shall be private or public at the option of the Superintendent. At the meeting, she may have legal counsel at her own expense. 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. The Board shall review this contract with the Superintendent annually, and shall, on or before the first day of April of each ensuing year, take official action determining whether or not it is extended for an additional year and notify the Superintendent of its action in writing. If no action is taken by the Board, the contract shall be deemed not to have been extended for an additional year.

10. In the event of Administrator's mental and/or physical incapacity to perform the duties of her office, she 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 (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) work day unpaid leave extension in the event of 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 Administrator will be able to resume her duties at the conclusion of the extended leave interval. Medical certification shall be supplied by Administrator as a condition to any leave extension. Any extension 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), her employment and this Contract may be terminated at the option of the Board. In the event of termination of employment, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

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.

11. Administrator agrees that she shall not be deemed to be granted continuing tenure in the position initially assigned or to which she 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.

12. 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.

13. 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 her eligible dependents for the insurance programs and medical benefits provided to central office administrators.

14. The Board reserves the right to change the identity of the insurance carrier, policyholder or third party administrator for any of the above coverages, as determined by the Board, during the term of this Agreement. The Board shall not be required to remit premiums for any insurance coverages for Administrator and 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. 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.

15. Administrator is entitled to holidays when the School District is closed for central office administrators per school calendar.

16. If Administrator is absent from duty on account of personal illness or disability, she shall be allowed full pay for a total of twelve (12) days per contract year, with unlimited accumulation. If member, Sick Bank Option to 150 days maximum. Unused paid leave days will be paid after five (5) years of service upon resignation or retirement at the current, long-term or permanent substitute teacher daily rate, but not less than \$126 per day.

17. Administrator 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 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 her 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 shall be paid by the Board. Subject to prior approval by the Board, the Administrator 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/herself in relation thereto not prepaid by the Board.

18. The Board agrees to pay the premium amount for errors and omissions insurance coverage for Administrator while engaged in the performance of a governmental function and while the Administrator is acting within the scope of her authority. The policy limits for this coverage shall be not less than \$5,000,000. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of Administrator. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions coverage. 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, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to Administrator as is authorized under MCLA 691.1408 and MCLA 380.11a(3)(d).

19. 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. However, that this contract is voidable pursuant to the provisions of the Revised School Code pertaining to criminal records 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 Administrator 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.

20. 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 provisions(s).

21. 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.

22. This Agreement is executed on behalf of South Lake School District pursuant to the authority granted as contained in the resolution of the Board adopted on June 9, 2010, the same being incorporated herein by reference.

[SIGNATURES ON FOLLOWING PAGE]

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

SOUTH LAKE SCHOOLS

Dated: June 30, 2010 By: Karla S. Anderson
Karla Anderson
Its: President, Board of Education

Dated: 6/30/10 By: Allan Innes
Allan Innes
Its: Vice-President, Board of Education

Dated: 6/30/10 By: Lois Cardenas
Lois Cardenas
Its: Secretary, Board of Education

Dated: 6/30/10 By: Paula Mack-Crouchman
Paula Mack-Crouchman
Its: Treasurer, Board of Education

Dated: 8/14/10 By: Vince Marino
Vince Marino
Its: Trustee, Board of Education

Dated: 6/30/2010 By: Ellen Dunn
Ellen Dunn
Its: Trustee, Board of Education

Dated: 6/30/10 By: Christi Franklin
Christi Franklin
Its: Trustee, Board of Education

ADMINISTRATOR

Dated: June 25, 2010 By: Pamela A. Balint
Pamela A. Balint