

Peck Community Schools

Administrator Contract of Employment

This contract of employment, entered into this 4th day of October, 2010 by and between the Board of Education of the Peck Community School District, County of Sanilac, State of Michigan (hereinafter termed the District) and Ryle E. Kiser (hereinafter termed the Administrator).

WITNESSETH:

1. The District agrees to employ Ryle E. Kiser as Superintendent of its schools for the term of three years, 2010-2011, 2011-2012, 2012-2013, commencing October 4, 2010 and terminating June 30, 2013. The Board shall review this contract with the Administrator annually, and shall, on or before March 31 of each ensuing year, take official action determining whether or not it is extended for an additional year and notify the Administrator of its action in writing. If the Board takes no action, the contract shall be deemed to have been renewed for an additional year. The Administrator agrees to serve the District as a Superintendent for said period and to faithfully perform the duties and requirements imposed by applicable statutes of the State of Michigan.
2. The District agrees to pay the Administrator the following sum for performance of the terms of this contract. Said sum, prorated salary (October 4, 2010 to June 30, 2011) shall be paid in equal installments bi-weekly, the first payment to be made on October 8, 2010.
2010-2011 Base Annual Salary: \$98,000.00 (ninety-eight thousand dollars)
2011-2012 \$98,000.00
2012-2013 salary to be negotiated
The Administrator shall be afforded the emergency and sick leave of absence benefits granted to year round employees established by the Board of Education of the District. Leave time shall be paid at the end of each school year at the rate of \$70.00 per day for those days accumulated over 100.
3. The Administrator represents that he holds all certificates and other qualifications required by law for an Administrator of the District.
4. The Administrator shall not be deemed to be granted continuing tenure in the Administrator's position established by virtue of this contract of employment.
5. The Administrator shall be allowed twenty-two (22) vacation days each school year, three (3) of which may be used for personal business.
6. Mileage for the purpose of school business will be reimbursed at the board approved rate.
7. Other conditions: Administrator shall work 240 days; Administrator shall receive a \$4,000.00 annuity for each year of the contract; health insurance, vision insurance, life insurance in the amount of \$125,000.00, MESSA Delta Dental; negotiated LTD; cancer/intensive care insurance; MASA conference and professional dues; professional development up to \$2,000.00 per year. Conferences shall be approved by the Board.
8. The Superintendent shall be subject to discharge for good and just cause, but the Board shall not arbitrarily and capriciously dismiss him. No discharge shall be effective until written charges have been served upon him and he has an opportunity for a fair hearing before the Board after ten (10) days' notice in writing. Said hearing shall be public or private at the option of the Superintendent. At such hearing, he may have legal counsel at his own expense. Agreement, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this Agreement, the parties hereby agree to submit such to binding arbitration. Such arbitration shall be conducted under the labor arbitration rules of, and administered by, the American Arbitration Association. The arbitrator's fee and expense of the American Arbitration Association shall be shared equally by the parties. All parties are entitled to have representation of their own designation; however each party shall be responsible for the costs of such respective representation.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this 4th day of October, 2010. Board of Education of the Peck Community School District, Sanilac County, State of Michigan

_____ Trustee	_____ President of Board of Education
_____ Trustee	_____ Secretary of Board of Education
_____ Trustee	_____ Ryle E. Kiser, Superintendent