

EMPLOYMENT AGREEMENT

Agreement made this 11th day of August, 2010 between the Hamtramck Public Schools, School District (hereinafter referred to as the "School District") and Thomas Niczay (hereinafter referred to as the "Superintendent")

The School District and the Superintendent agrees as follows:

1. The School District hereby hires the Superintendent to serve as the Superintendent of Schools for the term beginning on December 6, 2010, and terminating on December 6, 2013; unless the termination date is extended in conformity with M.C.L. Section 380.1229. The School District agrees that it will give any notice required by M. C. L. Section 380.1229 by no later than June 30 of the contract expiration year.
2. The Superintendent agrees that under terms of this contract, he is denied continuing tenure in his capacity as the Superintendent of the School District and he shall not acquire tenure in such position.
3. For services rendered by the Superintendent hereunder, the School District Shall pay him a salary in the amount of One Hundred Thirty Five Thousand, Eight Hundred and No/100 (\$135,800.00) Dollars, payable in equal installments every two weeks for the first year of the agreement. For years two and three the salary is to be determined. The superintendent agrees to a 20% medical insurance premium contribution via payroll Section 125 deduction.
4. The Superintendent shall receive, during the term of this agreement, fringe benefits that are offered to administrators presently employed in the District including, but not limited to calendar, health, dental, vision, LTD, term life insurance, longevity pay, 20 vacation days, and 15 annual leave days per year.
5. The School District agrees to defend, indemnify and hold the Superintendent harmless from and against all claims, suits, judgments, liabilities, costs and expenses arising from actions taken or decisions made in good faith within the scope of his employment. The Superintendent shall give the Board of Education of the School District notice of any claim for defense and indemnification hereunder promptly upon knowledge of any claim or action against him. The Board of Education shall have the right to appoint the attorney and conduct the defense of any such claim or action.. Provided, however, if the Superintendent fails to fully cooperate in the defense of any claim or actions, then this provision of defense, indemnity and save harmless shall become null and void.

or without reasonable accommodation, for aggregate of twelve (12) months during the term of this Agreement.

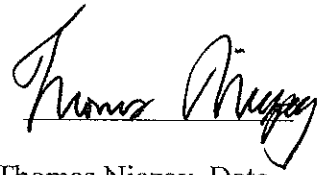
10. The School District's waiver of a breach of any provision of this Agreement by the Superintendent shall not operate or be construed as a waiver of any subsequent breach by the Superintendent. No waiver shall be valid unless in writing and approved by the Board of Education of the School District.
11. Any provision of this Agreement prohibited by the laws of the United States or the State of Michigan shall be ineffective to the extent of such provision only without invalidating the remaining provisions of this Agreement.
12. This Agreement contains the entire agreement of the parties hereto, and may not be altered, modified or rescinded by any prior contemporaneous statement or understanding of either such party, or any person on their behalf; This Agreement may be amended, notified, rescinded or otherwise altered during its term only by an express written "Modification", denominated as such, and signed by each of the parties hereto.

In witness Whereof, the parties hereto have executed this Agreement the day and Year first written above,



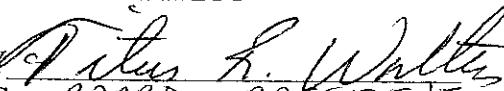
Witness

Date

 9-9-10

Thomas Niczay Date

HAMTRAMCK PUBLIC SCHOOLS
SCHOOL DISTRICT

BY 
ITS BOARD PRESIDENT

APPROVAL OF INVOICES AND CHECK REGISTER

Motion by Member Walters
Seconded by Member Shulgon

RESOLVED, that the Check Register for the period June 9, 2011 through July 13, 2011 as enclosed, be approved.

Ayes: Members Borushko, Myrick, Zwolak, Shulgon, Puchalski, Balcerzak and Walters

Nays: None

Absent: None

MOTION CARRIED.

ADDENDUM TO CONTRACT

Motion by Member Walters
Seconded by Member Myrick

RESOLVED, that the Board of Education does hereby approve the following Addendum to the Superintendent's Contract:

"There will be a 7% decrease in the annual salary from \$135,800 to \$126,294. In addition, the Superintendent will pay 20% of the health insurance premium including premiums for dental and vision coverage."

Ayes: Members Borushko, Myrick, Zwolak, Shulgon, Puchalski, Balcerzak and Walters

Nays: None

Absent: None

MOTION CARRIED.