

**DRYDEN COMMUNITY SCHOOLS DISTRICT SUPERINTENDENT OF SCHOOLS ADMINISTRATIVE
CONTRACT**

This Administrative Contract (hereinafter "Contract") is entered into this ____ day of _____ 2012, between the Board of Education of the Dryden Community Schools (hereinafter the "Board") and the Dryden Community Schools District (hereinafter the "District"), a school board and school district duly formed and operated under the Michigan Revised School Code (hereinafter the "Code") and Thomas J. Goulette (hereinafter the "Administrator").

WHEREAS, the Board wishes to retain the Administrator to serve as the Superintendent of Schools for the District and the Administrator wishes to serve the Board and District in this position; and

WHEREAS, as a condition of hiring and in consideration of continued employment by the Board, the Administrator understands and agrees that he shall observe and be bound by the terms of this Contract.

NOW, THEREFORE, the parties to this Contract mutually agree as follows:

1.0 Duration of Contract.

1.1 Term. The term of this Contract shall commence on July 1, 2012 and shall terminate on June 30, 2013 (hereinafter "Term"). The Board shall review the Contract with Administrator using the criteria and evaluation process mutually agreed to by the Board and the Administrator at the beginning of the fiscal school year and take formal action on whether the Board shall renew the Contract for another year and shall notify Administrator of its decision in writing.

1.2 Termination Provisions. The Administrator 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 (10) days notice in writing. Said hearing shall be public or private at the option of the Administrator. At such hearing, he may have legal counsel at his own expense.

1.3 The Board will promote the continued professional growth of Administrator by providing the necessary membership dues for the Administrator to belong to one professional organization at the national, state, and local level with prior board approval.

2.0 Duties. The Administrator shall perform duties of a school district superintendent as prescribed in the Code, as amended, and such additional duties as the Board may in its discretion from time to time assign. During the Term of this Contract, the Administrator shall devote his full business time, attention, skills, effort, and responsibility to his faithful performance of his duties under this Contract, provided that the Administrator may engage in community, club, civic or charitable activities that do not interfere with the performance of his duties and responsibilities or constitute a conflict of interest under this Contract. The Administrator may serve on the governing bodies, boards, or committees of other public or private

corporations or private or public sector entities only after providing notice to and obtaining the written consent of the Board.

- 3.0 Compliance With The Code, Board and District Policy. It shall be the duty of the Administrator at all times to be fully informed of and perform his duties under the Contract in full compliance with the Code and other applicable laws and regulations of the United States and the State of Michigan (hereinafter "State") and the policies, practices and procedures of the Board and the District. Moreover, the Administrator is prohibited from engaging in any conduct that directly or indirectly involves moral turpitude as defined by Board policy or State law or regulation. The Administrator's commission of any act of moral turpitude shall allow the Board to terminate or void this Contract in its entirety.
- 4.0 Tenure Exclusion. This Contract does not confer tenure upon the Administrator in the position of Superintendent or any other administrative position in the District. Tenure as a classroom teacher can be acquired pursuant to the Michigan Teacher Tenure Act.
- 5.0 Conflict of Interest. No portion of the Administrator's working time under this Contract shall be devoted to private purposes or outside employment or business interests. The Administrator acknowledges and agrees that at all times he shall be fully informed of and conduct his duties under this Contract in full compliance with the provisions of Michigan law governing conflicts of interest and disclosure of relationships with business enterprises.
- 6.0 Compensation and Fringe Benefits. The Administrator's compensation for services performed under this Contract shall be based an annual salary of One Hundred Ten Thousand One Hundred Twenty Nine Dollars per year (\$101,319.00) for the 2012 - 2013 Fiscal year. Said salary shall be paid in twenty-six (26) or twenty-seven (27) installments commencing with the first pay day in July established by the District for all employees and ending with the last established pay day in June. All compensation paid under this Contract shall be reduced by any applicable state, federal, and local withholding taxes. This compensation is subject to review and negotiation at the time of the annual review described in Subsection 1.1 of this Contract provided, however, that the Administrator's compensation shall not be reduced from any preceding year during the Term of this Contract. The District shall provide the Administrator with the fringe benefits described in Schedule A attached to this Contract. Schedule A only constitutes a summary description of fringe benefits and to the extent the summary description varies from or contradicts applicable insurance contract or policy provisions the contract or policy provisions shall be controlling. The Board and District reserve the unilateral right to amend, modify, or delete fringe benefits and the levels of benefits or change insurance carriers. Except as specifically permitted by Schedule A, any such amendment, modification or deletion will not result in the Administrator being provided with fringe benefits which are not comparable to those provided teachers and other administrative employees.
- 7.0 Term and Enforceability of Contract. With the exception of Sections 8.0 and 9.0 of this Contract, this Contract and the obligations of the Board, District and Administrator under this Contract shall terminate effective the date of the termination of the Administrator's employment as the Superintendent of Schools.

8.0 Arbitration of All Employment Or Contract Disputes. The parties agree that this arbitration procedure will be the sole and exclusive method of resolving any and all disputes which arise out of the Administrator's employment, terms and conditions of employment, termination of employment by the Board or District, or termination of this Contract, including, but not limited to, any tort claims or claims of breach of contract or fiduciary duties, employment discrimination under all state or federal civil rights or employment statutes or wrongful termination in violation of judicially recognized public policy. This arbitration agreement shall apply to any and all claims by the Board or District against the Administrator and by the Administrator against the Board or individual Board members, the District and its officers, employees, agents, and assigns. The parties expressly and knowingly waive all rights to any judicial or jury determination of any claims covered by this Section 8.0. This arbitration agreement shall be governed by and enforceable under the Michigan Arbitration Act, as amended, MCL 600.5001, et seq., MSA 27A.5001, et seq., and the Michigan Court Rules.

Any controversy covered by this Section 8.0 shall be resolved in binding arbitration in accordance with the voluntary labor arbitration rules of the American Arbitration Association ("AAA"), and judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The following provisions state the operation of the arbitration procedure and must be observed by the parties.

- 8.1 The parties agree that within three hundred sixty (360) calendar days of an occurrence(s) giving rise to any claim(s) under this Section 8.0, the claiming party shall commence any claim under this Section 8.0 by providing the responding party with written notice of the claim and intent to proceed to arbitration. The responding party shall have thirty (30) calendar days after the date of actual receipt of the claim to serve an answer to the claim and any counterclaims on the claiming party. The parties to his Contract agree to waive any federal or state law statutes of limitations contrary to the limitations period of this Subsection 8.1. The notice of claim or any counterclaim shall contain a clear statement describing the nature of the claim or counterclaim, all of the facts supporting the claim or counterclaim, and the amount of damages, if any, and the remedy sought.
- 8.2 If within thirty (30) calendar days of the claiming party's actual receipt of the responding party's answer and/or counterclaim, the parties have not settled all disputes, either party may file a written notice to submit the matter to arbitration with the AAA that complies with the filing requirements of the AAA. All matters subject to arbitration under Section 8.0 shall be filed with and administered by the AAA office located in Southfield, Michigan or such other place in southeast Michigan where the AAA office is located at the time of submission.
- 8.3 One neutral arbitrator shall be selected by the parties by mutual agreement or if mutual agreement cannot be reached, arbitrator selection shall be made in accordance with the rules and procedures of the AAA. In all cases arbitrated under Section 8.0, this Contract shall be the controlling document and the arbitrator selected by the parties shall be bound to interpret and follow the terms and provisions of this Contract. The arbitrator shall

have the power to hear and render a binding written decision on all claims subject to Section 8.0, in which case the arbitrator has the authority to award contract or tort damages, may order employment reinstatement, back pay and such other remedies as are recognized under Federal and State statute, regulation or case law. In all cases, the arbitrator is empowered to afford the parties all legal and equitable remedies available under any applicable law. The parties shall have the rights to submit pre-hearing and post-hearing briefs, have full evidentiary hearings before the arbitrator, have representation of counsel, conduct pre-hearing discovery including depositions, requests for production of documents and interrogatories under the supervision of the arbitrator. The arbitrator shall have the power to order discovery and issue and enforce subpoenas for discovery and appearance at hearings, as provided under the Michigan Court Rules and/or MAA. The arbitrator shall have the power to conduct hearings, summon witnesses, to hear and consider all evidence and shall render a reasoned written decision.

- 8.4 The expenses and fees of the AAA and arbitrator shall be borne solely by District, except where the Administrator requests to share, equally, the expenses and fees of the AAA and arbitrator.
- 8.5 The arbitrator shall have no power to add to or to subtract from or modify any of the terms of this Contract, nor shall the arbitrator substitute his/her discretion for that of the District or Board where such discretion is contractually reserved to the District or Board.
- 8.6 The time limits provided for the filing of claims, counter-claims, and notice set forth in Subsection 8.1 are substantive and may only be extended by a written signed agreement between the parties. The day on which the event giving rise to the grievance occurs shall not be counted for the purposes of such time limits. Any claim governed by this Section 8.0 shall be deemed barred and waived if it is not filed within the time limits provided in Subsection 8.1. Section 8.0 and its Subsections shall survive any termination of employment or termination of this Contract.

9.0 Protection from Liability. In light of the unique nature of the professional duties of the Superintendent, the Board and District shall defend, hold harmless and indemnify Administrator from any and all demands, claims, suits, actions and legal proceedings brought against Administrator in his individual capacity, or in his official capacity as agent and employee of the District, provided the incident arose while Administrator was acting within the scope of his employment. The Board shall purchase liability insurance for the Administrator to cover legal expenses in defense of claims and payment of judgments resulting from his functioning as Superintendent and will reimburse him for any portion of such expense and judgments not covered by insurance. In no case will individual Board members be considered personally liable for indemnifying the Administrator against such demands, claims, suits, actions and legal proceedings.

10.0 Non-Waiver of Enforcement. The failure of any party to enforce any provision of this Contract shall not operate or be construed as a waiver of the right to enforce the Contract or seek a remedy for any subsequent

breach of this Contract.

- 11.0 Invalidity and Unenforceability. It is agreed that the invalidity or unenforceability of any provision of this Contract shall not affect any other provisions hereof. The parties further agree that any unenforceable provision shall be construed and limited by any court or arbitrator so as to render both the provision at issue and/or the remainder of the Contract reasonable and enforceable.
- 12.0 Amendments and Waivers. No changes, modifications or waivers of any part of this Contract, including this Paragraph, shall be valid unless such change, modification or waiver is made in writing and signed by both the Board President and the Administrator.
- 13.0 Entire Contract. This Contract constitutes the entire agreement between the parties with respect to the subject matters contained in this Contract and supersedes any and all other discussions, negotiations, proposals, or other contracts, either oral or written, between the Board and the Administrator with respect to all terms and conditions of employment and the subjects covered in this Contract.
- 14.0 Governing Law. This Contract shall be governed by the laws of the State of Michigan.

This Contract is executed, entered into and agreed upon as of the date first given above.

DRYDEN COMMUNITY
SCHOOLS DISTRICT

ADMINISTRATOR:

By: _____
Richard Nash

Thomas J. Goulette

Its: President

By: _____
Marti J. Riley

Its: Vice President

SCHEDULE A
SUMMARY OF BOARD APPROVED BENEFITS

- ⌚ In the event the Administrator becomes eligible for workers' compensation benefits due to a work related injury or disability, if the workers' compensation benefits are less than 66.66% of the normal gross pay which would have been earned for the disability period, the District shall pay Administrator an amount equal to the difference between 66.66% of the normal gross pay and the workers' compensation benefits. The District's obligation shall cease after 24 months of payment.
- ⌚ District's portion of retirement contribution to the Michigan Public School Employee's Retirement System
- ⌚ Health, dental and vision insurance package comparable to that offered to all eligible teachers and administrators. Currently this coverage includes the option to select either Simply Blue HAS \$3,000-0% or the MESSA-Pak B described below. If employee selects MESSA-Pak B, he will be provided with a cash stipend equal to Four Hundred Dollars (\$400) monthly.
 - Full Health
 - a. Simply Blue HAS \$3,000-0%
 - b. LTD Plan 1, 66 2/3, 90 calendar days -- modified fill, \$5,000.00 maximum, alcohol/drug & mental/nervous same as any other illness.
 - c. Delta Dental Plan -- 80/80/80, \$1,000.00
 - d. Negotiated life - \$45,000 with AD&D
 - d. Vision -- VSP3
 - MESSA -- PAK B
 - a. LTD same as above
 - b. Dental Plan
 - c. Negotiated life Life - \$50,000 with AD&D
 - d. Vision
 - e. Dependent Life - \$10,000/\$5,000
- ⌚ Total Life insurance \$100,000 - effective following completion of the first day of employment (total life insurance includes, but is not in addition to, any life insurance provided by MESSA-Pak A or MESSA-Pak B).
- ⌚ Vacation days --25 per fiscal year which shall not accumulate for use in any subsequent fiscal year.
- ⌚ Personal business days - 2 per fiscal year (unused days convert to sick days at the end of the fiscal year)
- ⌚ Sick days: 12 per fiscal year. Sick leave days accumulate and are added to the Administrator's personal sick leave bank. After the accumulation of 30 sick leave days, at the end of each fiscal year, the employee may choose to be paid at the rate of \$100 per day for each unused sick day in excess of the 30 days. Otherwise, all unused sick days will be paid out upon termination at a rate of \$75 per unused day.
- ⌚ Holidays: 11 days
 - Good Friday, Memorial Day, July 4, Labor Day, Friday prior to Labor Day,

Thanksgiving Day, Friday following Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day or days celebrated as same.

- ⌚ The Board will reimburse up to \$3,000 in each year of the Contract upon successful completion of continuing education courses at an accredited university with prior approval from the Board.
- ⌚ Mileage expense will be reimbursed at the current IRS rate.
- ⌚ All benefits are prorated on a fiscal year basis upon date of employment or termination. All other times, benefits are granted at the beginning of each fiscal year.