

LINDEN COMMUNITY SCHOOL DISTRICT
GENESEE AND LIVINGSTON COUNTIES
STATE OF MICHIGAN

SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

THIS AGREEMENT is entered into this 16th of March, 2011, by and between the Linden Community Schools Board of Education, hereinafter called "Board," and Edward Koledo, hereinafter called "Superintendent," who mutually agree as follows in consideration of the promises made herein:

WITNESSETH:

1. **Term.** The Board agrees to employ Edward Koledo for the position of Superintendent for the term commencing July 1, 2011 to and including June 30, 2014. The Superintendent shall be employed to work for a period of two hundred sixty (260) days each fiscal year, subject to vacation and holidays contained within this contract.
2. **Duties.** The Superintendent agrees to perform the duties required of the Superintendent by law and as assigned, and to obey and fulfill the rules and regulations of the Board and to carry on its educational programs and policies during the entire term of this contract. The Superintendent is subject to assignment and transfer for just cause at the discretion of the Board.
3. **Salary.** The Board agrees to pay the Superintendent for his services during each year of said contract in twenty-six (26) bi-weekly installments. The compensation of the Superintendent for the term of this contract will be:
 - a. For the period July 1, 2011 through June 30, 2012, the Superintendent's base salary shall be reduced by 10% to \$109,080.00;
 - b. The Board shall annually provide 6% of the 2010-2011 Superintendent base salary, or \$7,272.00, to be invested in a tax-sheltered annuity designated by the Board.
 - c. The Board will not reduce the salary and fringe benefits for succeeding years below the current year's salary and fringe benefits unless mutually agreed otherwise.
4. **Tenure.** The Superintendent shall not acquire tenure as an administrator by virtue of this contract of employment but may acquire continuing tenure as a classroom teacher to the extent afforded by law.
5. **Vacation.** The vacation period is to be twenty (20) days per year and to be taken at a time that is least disruptive to school operations. The Superintendent shall notify the Board President in advance of vacation days to be taken in three (3) consecutive days or longer to ensure continuity of District operations during the Superintendent's absence. Any other vacation days

not used during the contract year will be non-accumulative, except under special circumstances when approved in writing by the Board.

6. **Holidays.** The following are considered holidays for the Superintendent: Good Friday, Memorial Day, July 4, Labor Day, Thanksgiving Day, Friday following Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, three (3) additional days between Christmas and New Year's Eve.
7. **Fringe Benefits.** The Superintendent shall be entitled to the following benefits in compensation as stated above while employed by the District.
 - a. **Insurance Benefits.** The Board will provide a flat rate of \$1,050.00/month to be used solely for the purpose of purchasing insurance to cover hospitalization and major medical insurance for the Superintendent and his family. In the event that the Superintendent does not choose insurance coverage, he will be paid \$500.00/month in lieu of medical insurance coverage. A vision and dental plan will be provided for the Superintendent and his family. In the event that the Superintendent does not choose vision and dental, no compensation will be offered;
 - b. **Life Insurance.** The Board will provide and pay for group term life insurance policy in the amount of twice the amount of the Superintendent's yearly salary.
 - c. **Sick Days.** Twelve (12) sick days will be credited each contract commencement date (prorated first year) to be accumulative to a maximum of forty-five (45) days. In the event of disability, the Board guarantees the Superintendent's salary until the LTD waiting period (60 days) is exhausted, should the Superintendent not have a sufficient number of sick days accrued.
 - d. **Personal Business.** The Superintendent is awarded thirty-two (32) hours of personal business time for the school year, not accumulative, and there is no reimbursement for unused time. The Superintendent will be allowed reasonable flextime to conduct personal business during the day;
 - e. **Long Term Disability.** LTD will be provided at no cost to the Superintendent in the amount per month as stated in the Board selected LTD carrier, payable to age sixty-five (65);
 - f. **Travel Allowance.** The Board shall provide the Superintendent with \$400 per month for all automobile travel related to District business.
 - g. **Tuition Reimbursement.** The Board expects the superintendent to continue his education. The Board will reimburse the Superintendent tuition costs for the satisfactory completion of graduate classes taken by the Superintendent with the prior approval of the Board after commencement of employment with the School District; and a maximum of twelve (12) credit hours per year.

- h. **Professional Association Dues and Service Club Dues.** The Board shall pay the Association dues of the Superintendent for the American Association of School Administrators, the Michigan Association of School Administrators and the M.A.S.A. Region in which the School District is located, as well as other Board approved affiliations. In addition, the Board shall pay dues for up to two (2) service clubs, i.e. Kiwanis, Rotary, and Chamber of Commerce.
8. **Professional Improvement.** The Superintendent is encouraged to attend workshops, conventions, and conferences at the local, state and national level. The expenses of such meetings shall be paid by the District within the allotted budget. All professional meetings, which require overnight stay, will be submitted and approved by the Board President prior to scheduling said professional meetings.
9. **Non-Renewal of Contract.** If the Board for any reason is considering the non-renewal of the Superintendent's contract, the Superintendent shall be notified as provided for in the Revised School Code, MCL 380.1229(1). Paragraph 12 of this Contract is not applicable in a contract non-renewal situation.
10. **Evaluation.** The Board shall evaluate the Superintendent at least annually using the criteria and evaluation process mutually agreed to by the Board and the Superintendent. The evaluation shall be completed no later than March 31 of each year. The Superintendent shall provide written notice to the Board President on or before September 1 of each year that the evaluation process of the Superintendent must begin and be completed by March 31. Prior to March 31, the Board and the Superintendent will meet and discuss the Superintendent's performance. It is the intent of the Board to give the Superintendent two (2) informal evaluations prior to the formal evaluation which will be completed by March 31.
- The Board or committee of the Board may devote a portion or all of one (1) evening every three (3) months, or as needed, to discuss the condition of the working relationship between the Superintendent and the Board. It shall be the Board President/Superintendent's responsibility to schedule such meetings at a time mutually agreeable to both parties.
11. **Education Promotion.** By mutual agreement with the Board in advance, the Superintendent may undertake consultive work, speaking engagements, writing, or lecturing. Such activities shall not interfere with the time available for the performance rendered by the Superintendent to satisfactorily perform his duties to the Board. Any honorarium received by the Superintendent for any of the above-mentioned activities which takes place on school time, shall be relinquished to the School District.
12. **Termination.** During the term of the Superintendent's contract, the Superintendent shall be subject to discharge for just cause. No discharge shall be effective until written charges have been served upon him and he shall have 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. The non-

renewal of a Superintendent's contract shall be governed exclusively by Section 10 of this Agreement.

13. **Indemnification.** The Board agrees to indemnify and hold the Superintendent harmless, excluding criminal liability, from and against all claims, suits, judgments, damages, liabilities including costs and expenses, by and third party asserted against the Superintendent arising from actions taken or decisions made within the scope of the Superintendent's employment during the term of the Superintendent's contract if the Superintendent acted in good faith and in a manner the Superintendent reasonably believed to be in the best interests of the School District. The Board shall not indemnify or hold the Superintendent harmless from any criminal liability. The Superintendent shall give the Board written notice of the nature of any claims for indemnification hereunder promptly upon receipt of notice of any claims or actions against the Superintendent. The Board shall have the right to conduct the defense of any such claims, and the Superintendent shall fully cooperate with the Board in the defense. The Superintendent may, at the Superintendent's own cost and expense, employ counsel to assist in such defense. Individual Board members either jointly or severally, shall not be personally liable for indemnifying and holding the Superintendent harmless.
14. **Alternative Dispute Resolution.** In the event of any dispute, claim or controversy arising out of this contract, the parties agree that such claim(s) will be exclusively decided by final and binding *arbitration* before a neutral Arbitrator in accordance with the American Arbitration Association National Rules for the Arbitration of Employment Disputes and MCL 600.5001 *et seq.* of the Revised Judicature Act. The parties also agree that judgment in accordance with the arbitrator's decision shall be entered by a circuit court of competent jurisdiction. Such claims include, but are not limited to, claims under federal, state, and local statutory or common law, such as the Age Discrimination in Employment Act, 29 USC 621 *et seq.*, Title VII of the Civil Rights Act of 1964, 42 USC 2000e *et seq.*, as amended, including the amendments of the Civil Rights Act of 1991, 42 USC 1981, *et seq.*, the Americans with Disabilities Act, 42 USC 12101 *et seq.*, the law of contract and the law of tort. The arbitrator's fee and the 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. Notice of intent to file for arbitration shall be provided in writing within 30 days of the occurrence giving rise to the claim. If the matter is not resolved within the next 30 days, the matter shall be filed with the American Arbitration Association (i.e., 60 days from the date of the occurrence giving rise to the claim), any statute of limitations to the contrary are hereby waived. The arbitration hearing(s) shall be held in the Linden Community School District. This agreement shall not prohibit or restrict the parties from filing a claim or charge with any state, federal or other governmental administrative agency as permitted under existing case law.
15. **Ethics.** The Superintendent agrees that as a condition of employment he shall maintain the high standard of ethical conduct of the education profession and not engage in any act of moral turpitude.
16. **Complaints.** The Superintendent as chief executive has the authority to operate the School District in accordance with the Michigan Revised School Code. The Board, individually and

collectively, shall refer promptly all criticism, complaints, and suggestions called to its attention to the Superintendent for study and recommendation.

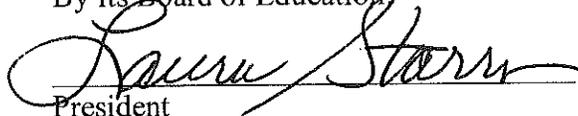
17. **Entire Agreement.** This Agreement consists of five (5) pages and constitutes the entire agreement between the parties. It supersedes any and all prior oral representations and may only be amended in writing and approved by both parties.

SUPERINTENDENT



**LINDEN COMMUNITY SCHOOLS
GENESEE AND LIVINGSTON COUNTIES
STATE OF MICHIGAN**

By Its Board of Education:


President
Vice President
Secretary

Dated: April 20, 2011

Dated: April 20, 2011

Scheduled Work Days	Paid Holiday	SUPERINTENDENT SCHEDULE 2010/2011	260 Work Days
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July/2010							21	August-2010							22	September 2010							22
Su	Mo	Tu	We	Th	Fr	Sa		Su	Mo	Tu	We	Th	Fr	Sa		Su	Mo	Tu	We	Th	Fr	Sa	
				1	2	3		1	2	3	4	5	6	7					1	2	3	4	
4	5	6	7	8	9	10		8	9	10	11	12	13	14		5	6	7	8	9	10	11	
11	12	13	14	15	16	17		15	16	17	18	19	20	21		12	13	14	15	16	17	18	
18	19	20	21	22	23	24		22	23	24	25	26	27	28		19	20	21	22	23	24	25	
25	26	27	28	29	30	31		29	30	31						26	27	28	29	30			
October 2009							21	November 2009							22	December 2009							23
Su	Mo	Tu	We	Th	Fr	Sa		Su	Mo	Tu	We	Th	Fr	Sa		Su	Mo	Tu	We	Th	Fr	Sa	
					1	2			1	2	3	4	5	6					1	2	3	4	
3	4	5	6	7	8	9		7	8	9	10	11	12	13		5	6	7	8	9	10	11	
10	11	12	13	14	15	16		14	15	16	17	18	19	20		12	13	14	15	16	17	18	
17	18	19	20	21	22	23		21	22	23	24	25	26	27		19	20	21	22	23	24	25	
24	25	26	27	28	29	30		28	29	30						26	27	28	29	30	31		
31																							

January 2010							21	February 2010							20	March 2010							23
Sun	Mo.	Tu	We	Th	Fr	Sa		Su	Mo	Tu	We	Th	Fr	Sa		Su	Mo	Tu	We	Th	Fr	Sa	
						1				1	2	3	4	5				1	2	3	4	5	
2	3	4	5	6	7	8		6	7	8	9	10	11	12		6	7	8	9	10	11	12	
9	10	11	12	13	14	15		13	14	15	16	17	18	19		13	14	15	16	17	18	19	
16	17	18	19	20	21	22		20	21	22	23	24	25	26		20	21	22	23	24	25	26	
23	24	25	26	27	28	29		27	28							27	28	29	30	31			
30	31																						
April 2010							21	May 2010							22	June 2010							22
Su	Mo	Tu	We	Th	Fr	Sa		Su	Mo	Tu	We	Th	Fr	Sa		Su	Mo	Tu	We	Th	Fr	Sa	
					1	2		1	2	3	4	5	6	7					1	2	3	4	
3	SPRING BREAK					9		8	9	10	11	12	13	14		5	6	7	8	9	10	11	
10	11	12	13	14	15	16		15	16	17	18	19	20	21		12	13	14	15	16	17	18	
17	18	19	20	21	22	23		22	23	24	25	26	27	28		19	20	21	22	23	24	25	
24	25	26	27	28	29	30		29	30	31						26	27	28	29	30			