

Addendum to Salary Contract

Re: Addendum to 2014 - 15 Salary Contract

Date: January 9, 2015

Addendum

This addendum is to recognize and verify a retroactive salary reduction of 2% for the 2014-15 school year. The Superintendent and Holly Area Schools Board of Education recognize and appreciate the efforts of the employee to voluntarily accept a salary reduction for the purpose of assisting the District in the face of financial difficulties.

Holly Area Schools and David Nuss voluntarily agree to take a 2% reduction from the contracted salary of \$133,500 for the 2014-15 school year. The reduction is part of a larger plan for all Central Office staff to take a 2% reduction due to the current financial distress of Holly Area Schools. Holly Area Schools FY14 audited fund balance was identified at .0086%.

The stated 2% salary reduction will begin with the January 10, 2015 pay period and end with the last pay period for FY15 (June 25, 2015). The stated 2% reduction will be spread out in equal amounts over the remaining pay periods for 2014-15.

The 2% reduction for 2014-15 does not impact the 4% additional pay computation. Meaning, the 4% additional pay is based off the original \$133,500 salary that was received in July 2014.

This addendum does not impact any other part or section of the contract.

Computation

$\$133,500 \times 2\% = \2670.00

$\$2670.00 / 12 \text{ pay periods} = \$222.50 \text{ reduction in gross pay per pay period ending June 25, 2015.}$

David M. Nuss 1-9-15

David Nuss, Superintendent

cc: personnel file

CONTRACT OF EMPLOYMENT

Superintendent of Schools

It is hereby agreed by and between the Board of Education of the Holly Area School District (hereinafter "Board") and David Nuss (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 26th day of February, 2013, has and does hereby employ the said Superintendent for a three (3) year period commencing on July 1, 2013 and ending on June 30, 2016. Failure to notify the Administrator in writing by April 1 of each year of the Board's intent to not renew the contract will automatically result in a one-year extension of the contract. 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 his 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.

2. Administrator represents that he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the provisions of Sections 1246 and 1536 of the Revised School Code, the regulations of the Michigan Department of Education, and those required by the Board to serve in the position assigned. Administrator agrees, as a condition of his continued employment, to meet all certification and 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 his 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 his business time, attention and services to the diligent, faithful and competent discharge of his duties on behalf of the School District to enhance the operation of the School District and agrees to use his/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 month) salary rate of not less than One Hundred Thirty Three Thousand Five Hundred Dollars (\$133,500) in consideration of his performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board.

The Administrator will also receive an annual additional remuneration of four percent (4.0%) of their salary listed above, with the second pay of July.

Should Administrator be assigned or transferred to another administrative position, the salary paid shall be as established by the Board for that position. The annual salary shall be paid in twenty-four (24) equal semi-monthly installments beginning with the commencement of the fiscal year (July 1 - June 30).

The Board hereby retains the right to increase the annual salary of Administrator during the term of this Contract. Consistent with the provisions of Section 1250 of the Revised School Code, Administrator's job performance and job accomplishments will be significant factors in determining any adjustment to Administrator's compensation. 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 /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. All scheduling of vacation is subject to the prior notice of the Board.

6. Administrator's performance shall be evaluated by the Board at least annually using multiple rating categories that take into account data on student growth as a significant factor.

7. 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, if Administrator materially breaches the terms and conditions of this Contract, or for other causes that are not arbitrary or capricious.

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, he shall be entitled to written notice of charges and an opportunity for a hearing before

the Board. 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.

8. In the event of Administrator's mental and/or physical incapacity to perform the duties of his office, he 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. 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 his 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 his duties at the conclusion of the extended leave interval. Medical certification shall be supplied by Administrator as a condition to any leave extension. Any extensions 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), his employment and this Contract may be terminated at the option of the Board. 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.

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

10. 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.

11. 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 his/her eligible dependents for enrollment in the following insurance programs:

PPO High Deductible with Health Plus or Cash in Lieu of Health Insurance: \$6,000 to be paid by the 1st pay in November annually.

Dental Insurance: District-funded with a third party administrator and an annual (Jan 1 – Dec 31) maximum of \$1,200 for Type I, II, and III services. The following descriptions are for reference purposes only. For a full description of dental benefits, see third party benefit summary. This includes internal and external coordination of benefits.

Benefits are provided at the following levels:

80% Type I Services - Preventative Care (office visits, cleanings, etc.)

80% Type II Services - Restorative Care (oral surgery, periodontics, root canals, etc)

80% Type III Services - Replacement Care (inlays, crowns, bridge, etc.)

Type IV Services - Orthodontic Care with a lifetime maximum of \$1,200.00

Term Life Insurance: Two times the Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum \$300,000 for Administrator only.

Vision Insurance: District funded with a third party administrator and a fee schedule determined by the plan in effect. Vision coverage utilizes a network of providers and is subject to preferred and non preferred providers. The plan covers vision exam, lenses, and a portion of frames and contacts when seeking services from a preferred provider. If services sought, with a Non-Preferred Provider, then an out-of-network fee schedule applies. This benefit is a 12 month benefit period and it runs January 1 thru December 31, each year. For a full description of vision benefits, see third party benefit summary.

Long Term Disability Insurance: 66.67% benefit percentage of total monthly earnings; maximum monthly earnings are \$7,000 for Administrator only.

Administrator shall contribute the amount of 20% per month, or whatever employee premium contributions are required by law per month, whichever amount is greater, as a condition to participating and enrolling in the health insurance program. Administrator hereby authorizes payroll deduction for the above amount.

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

13. Administrator is entitled to the following holidays for which no service to the School District is required: July 4th, Labor Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Good Friday and Memorial Day..

14. If Administrator is absent from duty on account of personal illness or disability, he shall be allowed full pay for a total of twelve (12) days per contract year. Unused paid leave days hereunder shall be cumulative to a maximum of one hundred twenty (120) days for absence due to personal illness or disability of Administrator.

The Administrator, due to their prior years of service with the school district, will be allowed to carry forward any unused accumulated sick days as of June 30, 2013, into their beginning balance towards their maximum accumulation.

If the Administrator provides at least 3 month notice to the Board of the Administrator's intent to retire at the end of that contract year, the Administrator will receive \$65 for every accumulated unused sick day up to the 120 day maximum allowed at the time of retirement.

15. 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-state travel shall be

submitted in advance for review and approval by the Board. Administrator shall be required to present an itemized account of his reasonable and necessary expenses in accordance with direction of the Board or its designee.

16. The district shall encourage the Administrator to be an active member of the Oakland County Superintendent's Association, Michigan Association of School Administrators, American Association of School Administrators, and shall pay all dues and assessments of said organizations on behalf of the Administrator. Should the district require the Administrator to be a member of any other local, state, or national professional or service organization(s), the district shall pay all due assessments to said organization on behalf of the Administrator. If the Administrator wishes to become a member of any other organization not mentioned above, the Board may choose to pay said dues and assessments. The Board shall pay the membership fee for the Administrator to be a member of one local service club to be mutually agreed to by the Board and the Administrator.

17. 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 his authority. The policy limits for this coverage shall be not more than \$2,000,000.. 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 MCL 691.1408 and MCL 380.11a(3)(d).

18. This Contract contains the entire agreement and understanding by and between the Board and Administrator with respect to the employment of Administrator and no prior or concurrent representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect. All prior contracts or other agreements (written or oral) pertaining to the terms of this contract are cancelled and are superseded by the terms of this contract.

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.

19. In the event of any dispute between the parties relating to discharge of Administrator during the term of this Contract, the parties hereby agree to submit such to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes of, and administered by, the

American Arbitration Association. Arbitration under this provision shall be conducted pursuant to the terms of the Michigan Arbitration Act, MCL 600.5001 *et seq* and MCR 3.602.

The parties intend that this process of dispute resolution shall be inclusive of all contract and statutory claims advanced by Administrator arising from Administrator's discharge during the term of this Contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. However, this agreement to arbitrate does not restrict Administrator from filing a claim or charge with any state or federal agency (such as the Equal Employment Opportunity Commission or the Michigan Department of Civil Rights), and does not apply to any claims for unemployment compensation or workers' compensation which may be brought by Administrator. Instead, this agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings.

This agreement to arbitrate means that Administrator is waiving his right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, Administrator shall have the right to representation by counsel of his choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery and the right to a fair hearing. However, Administrator, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.

The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and Administrator, subject to the right of Administrator to seek to tax such fees as costs against the Board.

Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within one hundred eighty (180) days of the effective date of Administrator's discharge during the term of this Contract. The Decision and Award of the arbitrator shall be final and binding and judgment thereon may be entered in the 6th Circuit Court of Michigan (Oakland County), pursuant to MCL 600.5001.

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 provision(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 the Holly Area School District pursuant to the authority granted as contained in the resolution of the Board adopted on March 25, 2013, the same being incorporated herein by reference.

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

Date: March 25, 2013

David M. Nuss
David Nuss, ADMINISTRATOR

HOLLY AREA SCHOOLS
BOARD OF EDUCATION

Date: _____

By Anthony G. Mayhew
Anthony G. Mayhew, President

By Robin Carne
Robin Carne, Secretary