

CONTRACT OF EMPLOYMENT

Superintendent

It is hereby agreed by and between the Board of Education of the White Pigeon Community School District (hereinafter "Board") and Ronald Drzewicki (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 16th day of July, 2008, has and does hereby employ the said Superintendent for a three year period commencing on July 21, 2008 and ending on June 30, 2011, 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/her responsibilities and directions related thereto.

2. Administrator represents that he/she possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Department of Education, and those required by the Board to serve in the position assigned. Additionally, Administrator agrees, as a condition of his/her continued employment, to meet all 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/her 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/her business time, attention and services to the diligent, faithful and competent discharge of his/her 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 Ninety Five Thousand and No/100 Dollars (\$95,000.00) in consideration of his/her

performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board.

The annual salary shall be paid in twenty-six (26) equal bi-weekly installments beginning with the commencement of the fiscal/contract year (July 1 - June 30).

The Board hereby retains the right to increase the annual salary of Administrator during the term of this Contract. 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 contract/fiscal year (July 1 through June 30) as scheduled by the Board. Administrator shall be granted vacation time of twenty-eight (28) 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 scheduled days of vacation shall be mutually agreed to by the Administrator and Board President or Designee.

6. The Board shall review this contract with the Administrator annually, using the criteria and evaluation process mutually agreed to by the Board and the Administrator, 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 actions in writing. If no action is taken by the Board, the contract shall be deemed to have been renewed for an additional year

7. 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 had 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 Administrator. The Administrator may have legal counsel at this meeting at his/her own expense.

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 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 Administrators mental and/or physical incapacity to perform the duties of his/her office, he/she shall be granted an initial leave of two hundred seventy (270) work days for the purpose of recovery. The Administrator shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the two hundred seventy (270) work day period to be unpaid. Health plan premium payments shall be made on behalf of

Administrator during this interval to the extent required by law. 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 its 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/her 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/her 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/her 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/she shall not be deemed to be granted continuing tenure in the position initially assigned 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/her 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. The Board shall provide on behalf of Administrator and his/her eligible dependents; health, dental, vision and term life insurance as provided to other administrative employees of the school district.

Health Insurance: The Board of Education will provide a PPO plan by Blue Cross/Blue Shield hospitalization and medical insurance with a \$5/\$20 generic/non-generic drug prescription co-pay card and a \$10.00 per office visit co-pay (excluding chiropractic visits). This plan is effective October 1, 2008. Prior to that date, the Board of Education will provide MESSA Choices II for medical and hospitalization.

Dental Insurance: The Board of Education will provide dental insurance by the selected insurance carrier, or the district's self-funding program.

Vision Insurance: The Board of Education will provide vision insurance by the selected insurance carrier, or the district's self-funding program.

Term Life Insurance: The Board of Education will provide term life insurance in the amount of \$10,000.00 for those members enrolled only in the dental and vision plans and \$15,000.00 for those members enrolled in the medical, dental, and vision plan. This term life insurance is in addition to the benefit as stated in #19.

12. The Board reserves the right to change the identity of the insurance carrier, policyholder or third party administrator for any of the above coverage's, provided that comparable coverage, as determined by the Board, is maintained during the term of this Agreement. 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. Should the Administrator elect not to take the medical, dental, and vision coverage, he/she may opt to choose a cash-in-lieu of insurance benefit at thirty-five percent (35%) of the savings for the full family premium in cash or a tax sheltered annuity.

14. Administrator is entitled to the following holidays for which no service to the School District is required: Independence Day, Labor Day, Thanksgiving and the day after, Christmas and the day before or after, New Year Day and the day before, President's Day, Good Friday, Memorial Day.

15. If Administrator is absent from duty on account of personal or family 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 100 days for absence due to personal or family illness or disability of Administrator. Unused sick days, not to exceed thirty-six (36) days, will be reimbursed at a rate of \$100.00 per day at the time of retirement or resignation.

16. Administrator shall be granted five (5) days leave in the event of the death of a relative who resides in the same household as the employee or in the event of death of a mother, father, child, husband, wife, sister, brother, grandchild, grandparent, mother/father in-law,

brother/sister in-law, son/daughter in-law, or grandparent of a spouse. In the event of the death of any other member of the family, or, where the employee is responsible for funeral arrangements or in the event that the employee serves as a pallbearer, the Board may grant leave.

17. Administrator shall be granted four (4) personal leave days per contract year. Unused personal leave days are not deductible from accumulated sick leave and do not accumulate beyond the contract year.

18. The Administrator will be provided a tax sheltered annuity program (TSA) of \$2000.00 per year for the term of this agreement. The TSA amount will be deposited into an approved account selected by the Administrator at the beginning of each contract year.

19. The Administrator shall receive a 10 year term life insurance policy equal to \$100,000.00 in coverage, paid for by the Board.

20. The Board of Education will provide a long term disability program equaling 66 2/3% of the annual compensation.

21. The Administrator shall be eligible for an annual reimbursement not to exceed \$300.00 for the cost of graduate or college classes. The reimbursement will be made following the submission of a copy of the grades to the Board.

22. The Board will provide the Administrator with a laptop computer and software compatible with the district's computer system for home use. This computer shall remain the property of the District and returned upon termination of employment.

23. The Administrator shall be provided paid moving expenses not to exceed \$1,000.00 in the event the Administrator elects to establish residency in the School District, to move his/her household and all reasonable and customary items of the household, from Coldwater, Michigan to his/her residence in the White Pigeon Community School District.

24. 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-district travel shall be submitted in advance for review and approval by the Board. Administrator shall be required to present an itemized account of his/her reasonable and necessary expenses in accordance with direction of the Board or its designee. The Administrator shall be provided a wireless communication plan.

25. Subject to approval by the Board, the fees or dues for membership in appropriate professional organizations and community clubs shall be paid by the Board up to \$1,000.00 per contract year. Subject to prior approval by the Board, the Administrator is encouraged to attend appropriate professional meetings at the local, state and national levels and shall be reimbursed for any registration fees, tuition, travel, lodging and/or reasonable meal expenses for himself/herself in relation thereto not prepaid by the Board up to \$2,000.00 per contract year.

26. This Contract contains the entire agreement and understanding by and between the Board and Administrator with respect to the employment of Administrator and no representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect. All prior agreements pertaining to, connected with, or arising in any manner out of the employment of Administrator by the Board, are hereby terminated and shall hereafter be of no force or effect whatsoever. Provided, that this contract is voidable pursuant to the provisions of the Revised School Code pertaining to criminal records checks.

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.

27. In the event of a dispute between the parties relating to any provision of this 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 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.

28. 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).

29. Administrator agrees that any claim or suit arising out of Administrator's employment with the Board must be filed no more than one (1) year 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 one (1) year, but agrees to be bound by the one (1) year 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.

30. This Agreement is executed on behalf of the White Pigeon Community School District pursuant to the authority granted as contained in the resolution of the Board adopted on July 16, 2008, 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: 11/19/08

Ronald Drzewicki
Ronald Drzewicki

WHITE PIGEON COMMUNITY SCHOOLS
BOARD OF EDUCATION

Date: 11/19/08

By Beverly J. Souther
President

By Michelle Burt
Secretary

ADDENDUM
TO
CONTRACT OF EMPLOYMENT

1. This Addendum to Contract of Employment (subsequently referred to as "Addendum") is hereby agreed by and between the Board of Education of White Pigeon Community School District ("Board") and Ronald Drzewicki ("administrator").
2. A Contract of employment ("Contract") between the Board and the Administrator has been executed. It currently extends through June 30, 2013.
3. The Board and the Administrator agree that Section No. 6 of the Contract as it is currently written on page 2 of the Contract shall be and is rescinded in its entirety effective October 6, 2010.
4. Effective October 7, 2010, the following language shall constitute Section No. 6 and be part of the Contract:

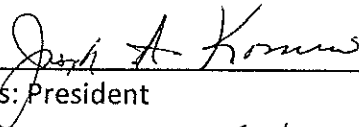
"6. The Board shall review this contract with the Administrator annually, using the criteria and evaluation process mutually agreed to by the Board and the Administrator."

Consequently, while the Board will evaluate the Administrator during the 2010-11 school year and each subsequent contract year, the Board may, but is not required to, take any action by March 31, 2011, regarding the term of the Contract, as was previously provided in Section No. 6, which was effective through October 6, 2010. While the Board and the Administrator may agree to extend the term of the Contract beyond June 30, 2013, inaction by the board by March 31, 2011, or March 31, 2012, regarding whether to extend the Contract does not result in an extension of the term of the contract beyond June 30, 2013.

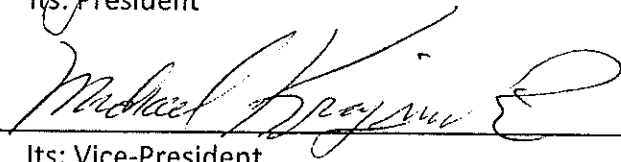
5. The remaining terms and conditions of the Contract shall remain the same and unchanged.

ON BEHALF OF WHITE PIGEON COMMUNITY
SCHOOL DISTRICT BOARD OF
EDUCATION

Dated: 11/17, 2010

By: 
Its: President

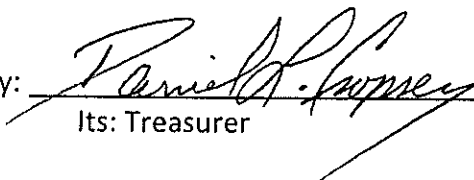
Dated: 11/17/, 2010

By: 
Its: Vice-President

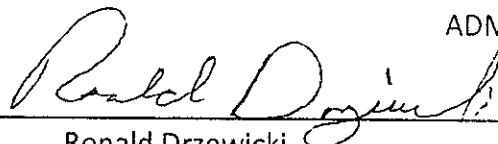
Dated: _____, 2010

By: _____
Its: Secretary

Dated: 11/17, 2010

By: 
Its: Treasurer

Dated: 11/17, 2010

By:  ADMINISTRATOR
Ronald Drzewicki

MERIT PAY PROPOSAL

Superintendent

10/10/2011

The superintendent will be evaluated in the areas of relationship with the Board, community relations, superintendent/staff relationships, business and finance, educational leadership, personal qualities, student achievement, and achievement of goals. If the superintendent's "Overall Evaluation Summary" is exceeds expectations, he will be awarded merit pay of one thousand two hundred fifty (\$1,250.00) dollars. If the superintendent's "Overall Evaluation Summary" is meets expectations, he will be awarded merit pay of seven hundred fifty (\$750.00) dollars. The dollar amounts will increase to \$2,500 and \$1,500 respectively for the 2012-13 school year.