

**ANN ARBOR PUBLIC SCHOOLS
COUNTY OF WASHTENAW
STATE OF MICHIGAN**

**RESOLUTION FOR
RATIFICATION OF ADMINISTRATIVE CONTRACTS**

A regular meeting of the Board of Education (the "Board") of Ann Arbor Public Schools (the "School District"), was held on the 14th day of December, 2011 at 7:00 o'clock p.m.

The meeting was called to order by Debra Mexicotte, President.

Present: _____

Absent: _____

The following preamble and resolution were offered by Trustee _____ and supported by Trustee _____:

WHEREAS, Board Policy 2120 reserves to the Board Cabinet Level Administrative Contracts; and

WHEREAS, in the past established practice has often times been inapposite to the Board Policy 2120; and

WHEREAS, counsel has recommended that the administrative contracts of Deputy Superintendent Alesia Flye entered into on September 1, 2011 and Assistant Superintendent Dawn Linden entered into on October 18, 2011 be ratified at a regular meeting of the Board of Education.

NOW, THEREFORE, IT IS HEREBY RESOLVED:

The Board of Education ratifies the administrative contracts of Deputy Superintendent Alesia Flye entered into on September 1, 2011 and Assistant Superintendent Dawn Linden entered into on October 18, 2011 retroactive to the above dates.

Ayes:

Nays:

Resolution declared adopted.

Secretary, Board of Education

The undersigned duly qualified and acting secretary of the Board of Education of _____, County of _____, State of Michigan, hereby certifies that the foregoing is a true and complete copy of a resolution adopted by the Board of Education at a regular meeting held on _____, 2011, the original of which resolution is a part of the Board's minutes and further certifies that notice of the meeting was given to the public under the Open Meetings Act, 1976 PA 267, as amended.

Secretary, Board of Education

**ANN ARBOR PUBLIC SCHOOLS
ADMINISTRATIVE CONTRACT**

THIS ADMINISTRATIVE CONTRACT (hereinafter called the "Contract"), is entered into this 1st day of Sept., 2011, by and between the Public Schools of the City of Ann Arbor (hereinafter called the "District"), and Alesia L. Flye (hereinafter called "Administrator").

WITNESSETH:

1. Employment/Term. The District agrees to employ Administrator from September 1, 2011 to and including June 30, 2013.

(a) Automatic Extension. As provided by statute, the term of this Contract shall automatically be extended for an additional one (1) year, unless the District gives notice of non-renewal at least 60 days prior to the end of the term following at least thirty (30) days' notice of consideration of non-renewal, as provided in Section 1229 of the Revised School Code.

(b) Automatic Termination. If at any time the Administrator fails to maintain all certificates, credentials and qualifications as required by law to accept and fulfill the Administrator's position, this Contract shall terminate. PROVIDED, HOWEVER, that the Administrator shall be given thirty (30) days to initially obtain or diligently pursue the requisite certificates, credentials and qualifications, or satisfy new requirements which may be imposed in the future by applicable law, regulation or ruling.

(c) Termination in the Event of Disability. The District may terminate this Contract at any time during the term hereof, or any extension, in the event of the Administrator's inability to perform substantially all of the Administrator's duties hereunder, with reasonable accommodation in accordance with applicable law, for a period of one hundred-twenty (120) days or more due to mental or physical disability. Such termination shall be effective one hundred-twenty (120) days after the giving of notice of termination stating the basis or bases for such termination.

(d) Termination for Cause. This Contract may be terminated at any time during the term hereof or any extension hereof for reasons that are not arbitrary and capricious by an affirmative vote of at least a majority of the Board at a meeting which is duly noticed and convened. If the District terminates this Contract for cause as defined in sub-definitions (i) through (xv) below, all rights and entitlements of the Administrator under this Contract, including, but not limited to, salary and benefits, shall cease as of the effective date of such termination. If the District terminates this Contract for cause as defined in sub-definitions (xvi) through (xix) below, and the Administrator executes a release of all claims against the District in a form that is acceptable to the District, then the District shall pay the Administrator a one-time lump sum payment in an amount equal to six (6) months salary at the rate being paid at the time of termination, or the salary which otherwise would have been paid to the Administrator from the date of termination through the expiration of the Contract, whichever is lesser.

For purposes of this Contract, "cause" shall be defined as any of the following: (i) mutual consent of the parties; (ii) death of the Administrator; (iii) any material breach of this Contract; (iv) conviction of a felony; (v) conviction of a misdemeanor which reflects negatively

on the District (such as any drug or sex offense); (vi) any intentional act, omission of duty, or conduct by the Administrator which brings discredit or injury to the reputation of the District; (vii) any willful failure, or repeated failure (i.e., after written notice from the Board) by the Administrator to comply with the established rules and policies of the District in rendering the services contracted for herein; (viii) failure to maintain all certificates, credentials and qualifications as required by law to accept and fulfill the administrative position assigned to Administrator, provided, however, that the Administrator shall be given thirty (30) days to initially obtain or diligently pursue the requisite certificates, credentials and qualifications, or satisfy new requirements which may be imposed in the future by applicable law; (ix) material misrepresentation; (x) fraud; (xi) any act of moral turpitude; (xii) misuse of the position of Administrator for personal gain or benefit; (xiii) falsification of records; (xiv) working under the influence of intoxicants or controlled narcotic substances not legally prescribed; (xv) working in gainful employment outside the District except as otherwise approved by the Board; (xvi) a conflict between the educational or administrative philosophies of the Administrator and either the Superintendent of Schools or the Board; (xvii) a determination by at least a majority of the Board that the Administrator's performance is not satisfactory; (xviii) any conduct determined by at least a majority of the Board to be not in the best interests of the District; or (xix) any other reason specified in writing by the Superintendent of Schools and/or the Board which is not arbitrary and capricious.

Payment by the District of the amounts set forth in this Paragraph 1(d) shall discharge the District from all future liability under this Contract.

This Paragraph 1(d) does not apply to decisions by the Board not to renew this Contract as provided in Section 1229 of the Revised School Code.

2. Credentials. The Administrator hereby accepts said employment for said term and represents to the District that Administrator is qualified under the laws of the State of Michigan to perform the duties assigned under this Contract.

3. Compensation. The District shall pay Administrator an annual salary payable in bi-weekly installments in accordance with District policy and less such withholdings and other payroll deductions as may be required by law or as authorized by Administrator from time to time. At the commencement of this Contract, Administrator's annual salary shall be **\$140,000. (pro-rated from July 1, 2011)**. Such salary shall be subject to further adjustments throughout the term of this Contract at the discretion of the District but shall in no event be less than **\$140,000** per annum.

4. Fringe Benefits: Administrator shall be entitled to fringe benefits set forth in Appendix – 01, attached hereto and made a part hereof. The District shall have full and sole authority to change the insurance benefits referenced in Paragraph 2 thereof at such time(s) as it deems appropriate during the life of this Contract. If any such changes are made, the District will notify Administrator by providing an amended Appendix 01.

5. Tenure. It is mutually understood and agreed that this Contract does not confer administrative tenure upon the Administrator.

6. Invalidity. In the event of a breach on the part of either party to this Contract, nothing contained herein shall be construed to render the obligations to either party under this Contract null and void.

7. Duties. For the life of this Contract, Administrator agrees to serve the District as its **Deputy Superintendent for Instructional Services** or in such other capacity or capacities as may be assigned by the Superintendent of Schools from time to time, and to perform the duties of Administrator as required by law and/or assigned by the Superintendent, and to obey and fulfill and to implement the execution of the rules and regulations of the District, whether heretofore or hereafter adopted, and to carry out or cause to be carried out the educational program and policies of the District during the entire term of this Contract, subject to the direction and guidance of the Superintendent of Schools. Administrator agrees to and shall during the term of this Contract devote Administrator's full working time to the District and engage in no other gainful employment unless the same be previously approved by the Superintendent in writing.

8. Miscellaneous.

(a) This Contract shall be governed in accordance with the laws of the State of Michigan.

(b) In the event of a dispute between the parties relating to any provision of this Contract, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this Contract, the parties hereby agree to submit such dispute to binding arbitration. Such arbitration shall be conducted under the rules of, and administered by, the American Arbitration Association and shall be held in Ann Arbor, Michigan. The arbitrator shall resolve any disputes regarding the type, extent or enforceability of discovery and shall be guided (but not bound) by the Michigan Court Rules in this connection. 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. The decisions of the arbitrator shall be conclusive and binding, and judgment upon such decision may be entered in any court of competent jurisdiction.

(c) This Contract may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.

(d) This Contract contains all of the terms agreed upon by the parties with respect to the subject matter of this Contract and supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter, whether oral or written.

(e) This Contract shall inure to the benefit of the parties, their successors, assigns, heirs, executors, and personal representatives, and shall be binding upon the District, its successors, and assigns.

(f) Any notice required or permitted to be given under this Contract shall be given in writing and shall be effective when personally delivered or deposited in the United States mail,

to the parties at the following addresses; or such other addresses as may be provided from time to time in writing by a party to the other party:

If to the District:

Ann Arbor Public Schools
2555 South State Street
P.O. Box 1188
Ann Arbor MI 48106
Attn: Superintendent

If to the Administrator:

Alesia L. Flye
2371 Pleasant View Drive
Rochester Hills, MI 48306

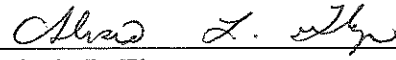
(g) This Contract may be amended only by an instrument in writing signed by both of the parties hereto.

(h) The Administrator and the District agree to comply with all federal, state, and local laws on non-discrimination applicable to the District.

(i) In the event that any of the provisions of this Contract shall be held invalid or unenforceable by reason of any final judgment or administrative ruling, or by reason of any legislation now existing or hereinafter enacted, such invalidity or unenforceability shall have no effect on the remaining provisions of this Contract.

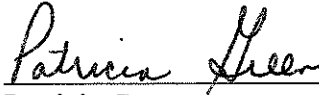
IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the year and date first written above.

ADMINISTRATOR

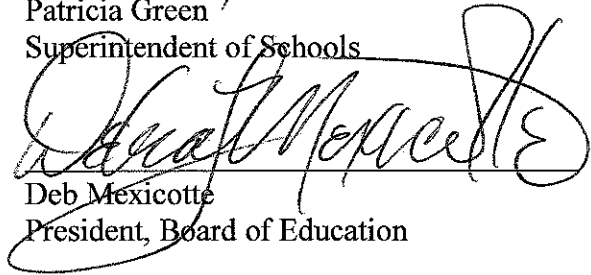


Alesia L. Flye

PUBLIC SCHOOLS OF THE CITY OF
ANN ARBOR



Patricia Green
Superintendent of Schools



Deb Mexicotte
President, Board of Education

ANN ARBOR PUBLIC SCHOOLS
APPENDIX 01 – ADMINISTRATIVE CONTRACT
FRINGE BENEFITS

1. Vacation. The Administrator will receive twenty-five (25) working days for purposes of annual paid vacation. Vacation shall be for periods of time least disruptive to the operations of the District. Days may be taken as they are earned but all days earned shall be used within one year after the fiscal year in which they are earned. In the event of termination of employment, any unused vacation days which, as of such time are still available for use in accordance with the preceding sentence, may be paid off, subject to the approval of the Superintendent.

2. Insurance. During the term of the Administrator's Contract, the District will secure and provide the Administrator and his/her eligible dependents with health, dental, hospitalization, surgical and accident insurance coverage. The District shall provide fully-paid long-term disability insurance and the Administrator shall also be permitted to participate in the District's group life and AD&D insurance plan up to the amount of One Hundred Thousand (\$100,000) Dollars, with coverage of Fifty Thousand (\$50,000) Dollars to be paid for by the District and the balance to be paid by Administrator through payroll deduction. In the event of Administrator's death this life insurance shall be payable to such beneficiaries as Administrator shall designate. Administrator, spouses or dependents of Administrator, who are insured with health or dental insurance plans provided through the employer of the Administrator's spouse, are not eligible for duplicate coverage or coordination of benefits, or for such insurance in excess of that to which they are entitled by marital or family status through the health or dental insurance plans provided by the District in this Section. If Administrator is insured by the District for health or dental insurance in excess of that to which Administrator is entitled under this Section and fails, within a reasonable time (normally 30 days), to make proper amendments to Administrator's coverage, Administrator will be liable for the difference in such premiums retroactive to the date the change should have occurred.

3. Sick Leave/Disability. Sick leave shall accrue for Administrator at the rate of one day per month the first ten (10) years of service, and one and one-half days per month beginning with the eleventh (11th) year of service. If, following exhaustion of accrued sick leave, Administrator is required to be absent from employment due to medically established sickness or disability which prevents the Administrator from performing the majority of the Administrator's duties, Administrator shall continue to be paid during such disability for up to six (6) months, without reduction in salary and thereafter for a like period but at one-half of the salary otherwise due, all such payments to be less any amounts payable under disability insurance provided by the District.

4. Personal Business Days. The Administrator shall be granted three (3) personal business days per contractual year. Such days shall not be deducted from sick leave and shall not accrue from year to year.

5. Professional Memberships. The Ann Arbor Public Schools will reimburse the Administrator in the amount of \$200 in each contract year for membership in professional education organizations.

6. Indemnification. The District shall indemnify Administrator in the event Administrator was or is a party or is threatened to be made a party to any pending or completed action, suit or proceeding by reason of the fact that Administrator is or was an Administrator of the Public Schools of the City of Ann Arbor against expenses (including attorneys' fees) judgments and amounts paid in settlement actually and reasonably incurred if Administrator acted in good faith and in a manner Administrator reasonably believed to be in or not opposed to the best interest of the Public Schools of the City of Ann Arbor.

7. Consulting. Administrator may be absent with pay for up to three (3) days each fiscal year for the purpose of providing consulting services to other education institutions or other organizations as they may be requested. These days shall be approved by the Superintendent for periods of time least disruptive to the operation of the District.

8. Continuing Education. Administrator may enroll in one course of Administrator's choice per semester in the Ann Arbor Schools Community Services Program on a non-fee basis. The Administrator shall, however, pay any charges for materials used.

9. Incentive Compensation. Administrator shall be eligible for incentive compensation based upon Administrator's successful completion of the goals set forth in the Performance Objectives established by the District for Administrator from time to time and the relevant weight to be assigned to each objective attained. The Superintendent and the Administrator shall agree in writing on the Performance Objectives and goals for each school year of this Contract. Incentive compensation may be earned as follows:

(a) Up to an additional \$4,500 per contract year if the Superintendent determines that the Administrator has attained or exceeded 100% of the Performance Objectives for the contract year;

(b) Up to an additional \$4,000 per contract year if the Superintendent determines that the Administrator has attained or exceeded 90% but less than 100% of the Performance Objectives for the contract year; or

(c) Up to an additional \$3,500 per contract year if the Superintendent determines that the Administrator has attained or exceeded 80% but less than 90% of the Performance Objectives for the contract year.

Superintendent shall use a reasonableness standard in assessing Administrator's achievement of established Performance Objectives. No amount awarded to Administrator as incentive compensation shall be rolled over, or otherwise constitute a permanent part of the Administrator's salary.

APPENDIX B –DISPUTE RESOLUTION MECHANISM

This Dispute Resolution Mechanism (the “DRM”) is designed to provide the District and the Employee with a formal mechanism to resolve employment disputes that cannot be resolved informally. By executing the Employment Contract and thereby agreeing to this DRM, Employee waives all rights to file a lawsuit in Court or commence any other sort of litigation regarding the types of claims covered herein. The dispute resolution process set forth in this Agreement is the Employee’s only recourse against the District for alleged claims which are related to the employment and which are covered by this DRM.

Claims Under the DRM

Except as set forth below, the disputes covered by this DRM (the “Covered Claims”) include any claim under applicable state or federal law that the Employee has or may have against the District, including, but not limited to, all contract-based claims, claims that the District violated statutory employment laws (such as anti-discrimination and anti-harassment laws), constitutional claims, tort claims (such as defamation or negligence), and any claims based on any other federal, state or local statute, regulation or common law doctrine relating to employment. The Covered Claims shall include any claim described above which could be brought by Employee against the District, all of the past and current trustees of the District’s Board of Education, and all of the District’s directors, officers, agents, attorneys, representatives, Employees, and contractors, and their respective successors and assigns. The Covered Claims shall also include any claims against the District regarding any employee health and welfare benefit plan, but Employee must first exhaust available administrative remedies available under such plan before invoking this DRM.

It is the intent of the parties that this DRM cover, to the fullest extent possible under applicable law, all claims Employee may have against the District relating to his or her employment. However, where statutory rights cannot be waived, and where the exclusive forum for claims regarding such statutory rights is set forth in such statute (e.g., claims Employee might have under the Michigan Workers’ Disability Compensation Act, the Michigan Employment Security Act, or the Michigan Teacher Tenure Act) such claims are not covered by this DRM. Additionally, class action claims may **not** be instituted under this DRM (though the Employee may bring individual claims on his own behalf that might otherwise qualify for class certification).

DRM Step One – Formal Notification - Initiation of the Process

To file a claim and initiate the dispute resolution mechanism the Employee must send a written demand to initiate the DRM to the District’s Human Resources Services Division (in care of either the Deputy Superintendent for Administrative Services or the then top-ranking administrative professional in the District’s Human Resource Services Division) within **one hundred eighty (180) calendar days** after the date the Employee first had

knowledge of the events or circumstances giving rise to the claim. The written demand shall include a statement of the nature of the dispute, including the alleged act or omission at issue, the names of all persons involved in the dispute, the facts on which the claims are based, the amount in controversy, if any, and the relief sought. The written demand shall be sent to the District's Human Resources Services Division ("HRS") by certified or registered mail, return receipt requested.

The Employee understands that this is a waiver of any statute of limitations provided under statutory or common law that is greater than the 180-day time period. Claims initiated after the 180-day period shall be void and deemed waived.

DRM Step Two – Internal Facilitated Problem Solving Conference

Upon receipt of the Step 1 demand, HRS will schedule a conference among the parties to the dispute to be facilitated by a District Employee to attempt to resolve the dispute. The District Employee will be selected by the District Superintendent or by the then top-ranking administrative professional in HRS. Any resolution reached through this conference will be memorialized in a written agreement that will be final and binding upon all parties. HRS shall contact the Employee to schedule the Internal Facilitated Problem Solving Conference (the "Conference") within thirty (30) calendar days of receipt of the demand.

DRM Step Three - Third-Party Mediation

When a dispute is not resolved at Step 2 within the earlier of thirty (30) calendar days after the Conference or sixty (60) calendar days of the initial demand initiating the DRM procedures, the District and the Employee will next attempt to resolve the dispute through mediation conducted by the Dispute Resolution Center of Washtenaw County. However, if both the District and the Employee agree that mediation would not be beneficial in a given case, the District and the Employee may agree in writing that the matter should proceed directly to Step 4. If a resolution is concluded at Step 3, the resolution will be memorialized in a final and binding written agreement signed by both parties.

DRM Step Four – Binding Arbitration

Disputes not resolved at Step 3 may be submitted by the Employee to final and binding arbitration. To demand arbitration through the DRM, the Employee must send a written demand to HRS (in care of either the Deputy Superintendent for Administrative Services or the then top-ranking administrative professional in HRS) and to the American Arbitration Association ("AAA"). The demand must be mailed, by certified or registered mail, return receipt requested, within thirty (30) calendar days of the earlier of (a) the parties' agreement that mediation would not be beneficial and thus the matter should proceed directly to arbitration, or (b) the first date on which mediation is held. (The parties may extend this deadline by mutual written agreement.) The written demand for arbitration shall set forth a statement of the nature of the dispute, including the alleged act or omission at issue, the

names of all persons involved in the dispute, the facts on which the claims are based, the amount in controversy, if any, and the remedy sought. The failure of the Employee to mail a demand for arbitration within such time limits shall be deemed a waiver of the right to arbitrate.

Arbitration will be conducted in accordance with the American Arbitration Association National Rules for the Resolution of Employment Disputes (the "AAA Rules") and the DRM. Copies of the AAA Rules may be obtained from HRS.

The Arbitrator shall be selected pursuant to the AAA Rules. The Arbitrator shall be independent and impartial. Prior to the commencement of the arbitration, the Arbitrator shall take an appropriate oath before beginning the arbitration proceeding to fairly consider the evidence and to make a just award.

The Arbitrator shall also have the authority to entertain a motion to dismiss and/or a motion for summary judgment by any Party and shall apply the standards governing such motions found in the Michigan Court Rules. The Arbitrator shall have no power to add to, subtract from, or alter the terms of the Contract, nor from any District policies and procedures which are relevant to the dispute, nor shall he substitute his discretion for that of the District where such discretion has been retained by the District. The Arbitrator shall only have the power to resolve claims brought by the Employee as an individual and shall not consolidate similar claims brought by more than one Employee of the District.

The Arbitrator must follow applicable Michigan law with respect to privileges, including the attorney-client privilege, work product, compromise, and offers to compromise. The Arbitrator may allow discovery consistent with the AAA Rules.

All aspects of the arbitration, including the record, are confidential and not open to the public except to the extent both parties might otherwise agree in writing, the record is necessary for any subsequent proceeding between the parties, the record is necessary to respond to an order of a governmental agency or legal process, or disclosure is required by law.

The Arbitrator shall have the same power and authority (and no more) as would a judge or other final decision-maker in a court (or any other legal forum in which a Covered Claim could have been brought) to grant monetary damages, costs, or attorneys' fees, or such other relief as may be in conformance with applicable principles of common, decisional, and statutory law in the relevant jurisdiction.

Unless otherwise ordered by the Arbitrator, the District will pay all of the fees and expenses of the mediation and arbitration, including all filing fees. However, the District shall not be liable for the payment of wages to or the expenses or charges of the Employee, or any representative of the Employee, who participates in any way in such arbitration, or for any witness fees payable to witnesses called by the Employee.

The Employee has the right to be represented by an attorney during any phase of proceedings under this DRM. The expenses of such representation shall be the sole responsibility of the Employee.

The decision of the Arbitrator, when in accordance with his jurisdiction and authority established by this DRM, shall be final and binding upon the parties, and may be enforced by either party in any court of competent jurisdiction.

Any Employee seeking information concerning this DRM may contact HRS.

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**ANN ARBOR PUBLIC SCHOOLS
ADMINISTRATIVE CONTRACT**

THIS ADMINISTRATIVE CONTRACT (hereinafter called the "Contract"), is entered into this 18th day of Oct., 2011, by and between the Public Schools of the City of Ann Arbor (hereinafter called the "District"), and Dawn R. Linden (hereinafter called "Administrator").

WITNESSETH:

1. Employment/Term. The District agrees to employ Administrator from Nov. 7, 2011 and including June 30, 2013.

(a) Automatic Extension. As provided by statute, the term of this Contract shall automatically be extended for an additional one (1) year, unless the District gives notice of non-renewal at least 60 days prior to the end of the term following at least thirty (30) days' notice of consideration of non-renewal, as provided in Section 1229 of the Revised School Code.

(b) Automatic Termination. If at any time the Administrator fails to maintain all certificates, credentials and qualifications as required by law to accept and fulfill the Administrator's position, this Contract shall terminate. PROVIDED, HOWEVER, that the Administrator shall be given thirty (30) days to initially obtain or diligently pursue the requisite certificates, credentials and qualifications, or satisfy new requirements which may be imposed in the future by applicable law, regulation or ruling.

(c) Termination in the Event of Disability. The District may terminate this Contract at any time during the term hereof, or any extension, in the event of the Administrator's inability to perform substantially all of the Administrator's duties hereunder, with reasonable accommodation in accordance with applicable law, for a period of one hundred-twenty (120) days or more due to mental or physical disability. Such termination shall be effective one hundred-twenty (120) days after the giving of notice of termination stating the basis or bases for such termination.

(d) Termination for Cause. This Contract may be terminated at any time during the term hereof or any extension hereof for reasons that are not arbitrary and capricious by an affirmative vote of at least a majority of the Board at a meeting which is duly noticed and convened. If the District terminates this Contract for cause as defined in sub-definitions (i) through (xv) below, all rights and entitlements of the Administrator under this Contract, including, but not limited to, salary and benefits, shall cease as of the effective date of such termination. If the District terminates this Contract for cause as defined in sub-definitions (xvi) through (xix) below, and the Administrator executes a release of all claims against the District in a form that is acceptable to the District, then the District shall pay the Administrator a one-time lump sum payment in an amount equal to six (6) months salary at the rate being paid at the time of termination, or the salary which otherwise would have been paid to the Administrator from the date of termination through the expiration of the Contract, whichever is lesser.

For purposes of this Contract, "cause" shall be defined as any of the following: (i) mutual consent of the parties; (ii) death of the Administrator; (iii) any material breach of this Contract; (iv) conviction of a felony; (v) conviction of a misdemeanor which reflects negatively

on the District (such as any drug or sex offense); (vi) any intentional act, omission of duty, or conduct by the Administrator which brings discredit or injury to the reputation of the District; (vii) any willful failure, or repeated failure (i.e., after written notice from the Board) by the Administrator to comply with the established rules and policies of the District in rendering the services contracted for herein; (viii) failure to maintain all certificates, credentials and qualifications as required by law to accept and fulfill the administrative position assigned to Administrator, provided, however, that the Administrator shall be given thirty (30) days to initially obtain or diligently pursue the requisite certificates, credentials and qualifications, or satisfy new requirements which may be imposed in the future by applicable law; (ix) material misrepresentation; (x) fraud; (xi) any act of moral turpitude; (xii) misuse of the position of Administrator for personal gain or benefit; (xiii) falsification of records; (xiv) working under the influence of intoxicants or controlled narcotic substances not legally prescribed; (xv) working in gainful employment outside the District except as otherwise approved by the Board; (xvi) a conflict between the educational or administrative philosophies of the Administrator and either the Superintendent of Schools or the Board; (xvii) a determination by at least a majority of the Board that the Administrator's performance is not satisfactory; (xviii) any conduct determined by at least a majority of the Board to be not in the best interests of the District; or (xix) any other reason specified in writing by the Superintendent of Schools and/or the Board which is not arbitrary and capricious.

Payment by the District of the amounts set forth in this Paragraph 1(d) shall discharge the District from all future liability under this Contract.

This Paragraph 1(d) does not apply to decisions by the Board not to renew this Contract as provided in Section 1229 of the Revised School Code.

2. Credentials. The Administrator hereby accepts said employment for said term and represents to the District that Administrator is qualified under the laws of the State of Michigan to perform the duties assigned under this Contract.

3. Compensation. The District shall pay Administrator an annual salary payable in bi-weekly installments in accordance with District policy and less such withholdings and other payroll deductions as may be required by law or as authorized by Administrator from time to time. At the commencement of this Contract, Administrator's annual salary shall be **\$117,900. (pro-rated from July 1, 2011)**. Such salary shall be subject to further adjustments throughout the term of this Contract at the discretion of the District but shall in no event be less than **\$117,900** per annum.

4. Fringe Benefits: Administrator shall be entitled to fringe benefits set forth in Appendix – 01, attached hereto and made a part hereof. The District shall have full and sole authority to change the insurance benefits referenced in Paragraph 2 thereof at such time(s) as it deems appropriate during the life of this Contract. If any such changes are made, the District will notify Administrator by providing an amended Appendix 01.

5. Tenure. It is mutually understood and agreed that this Contract does not confer administrative tenure upon the Administrator.

6. Invalidity. In the event of a breach on the part of either party to this Contract, nothing contained herein shall be construed to render the obligations to either party under this Contract null and void.

7. Duties. For the life of this Contract, Administrator agrees to serve the District as its Assistant Superintendent for Elementary Education or in such other capacity or capacities as may be assigned by the Superintendent of Schools from time to time, and to perform the duties of Administrator as required by law and/or assigned by the Superintendent, and to obey and fulfill and to implement the execution of the rules and regulations of the District, whether heretofore or hereafter adopted, and to carry out or cause to be carried out the educational program and policies of the District during the entire term of this Contract, subject to the direction and guidance of the Superintendent of Schools. Administrator agrees to and shall during the term of this Contract devote Administrator's full working time to the District and engage in no other gainful employment unless the same be previously approved by the Superintendent in writing.

8. Miscellaneous.

(a) This Contract shall be governed in accordance with the laws of the State of Michigan.

(b) In the event of a dispute between the parties relating to any provision of this Contract, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this Contract, the parties hereby agree to submit such dispute to binding arbitration. Such arbitration shall be conducted under the rules of, and administered by, the American Arbitration Association and shall be held in Ann Arbor, Michigan. The arbitrator shall resolve any disputes regarding the type, extent or enforceability of discovery and shall be guided (but not bound) by the Michigan Court Rules in this connection. 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. The decisions of the arbitrator shall be conclusive and binding, and judgment upon such decision may be entered in any court of competent jurisdiction.

(c) This Contract may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.

(d) This Contract contains all of the terms agreed upon by the parties with respect to the subject matter of this Contract and supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter, whether oral or written.

(e) This Contract shall inure to the benefit of the parties, their successors, assigns, heirs, executors, and personal representatives, and shall be binding upon the District, its successors, and assigns.

(f) Any notice required or permitted to be given under this Contract shall be given in writing and shall be effective when personally delivered or deposited in the United States mail,

to the parties at the following addresses; or such other addresses as may be provided from time to time in writing by a party to the other party:

If to the District:

Ann Arbor Public Schools
2555 South State Street
P.O. Box 1188
Ann Arbor MI 48106
Attn: Superintendent

If to the Administrator:

Dawn R. Linden
11842 Deer Creek Run
Plymouth, MI 48170

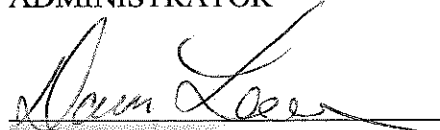
(g) This Contract may be amended only by an instrument in writing signed by both of the parties hereto.

(h) The Administrator and the District agree to comply with all federal, state, and local laws on non-discrimination applicable to the District.

(i) In the event that any of the provisions of this Contract shall be held invalid or unenforceable by reason of any final judgment or administrative ruling, or by reason of any legislation now existing or hereinafter enacted, such invalidity or unenforceability shall have no effect on the remaining provisions of this Contract.

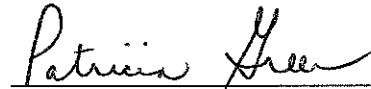
IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the year and date first written above.

ADMINISTRATOR

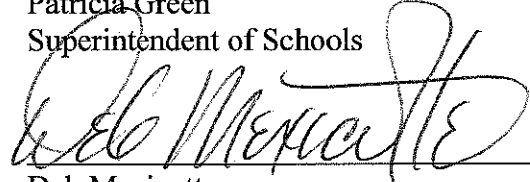


Dawn R. Linden

PUBLIC SCHOOLS OF THE CITY OF
ANN ARBOR



Patricia Green
Superintendent of Schools



Deb Mexicotte
President, Board of Education

ANN ARBOR PUBLIC SCHOOLS
APPENDIX 01 – ADMINISTRATIVE CONTRACT
FRINGE BENEFITS

1. Vacation. The Administrator will receive twenty-five (25) working days for purposes of annual paid vacation. Vacation shall be for periods of time least disruptive to the operations of the District. Days may be taken as they are earned but all days earned shall be used within one year after the fiscal year in which they are earned. In the event of termination of employment, any unused vacation days which, as of such time are still available for use in accordance with the preceding sentence, may be paid off, subject to the approval of the Superintendent.

2. Insurance. During the term of the Administrator's Contract, the District will secure and provide the Administrator and his/her eligible dependents with health, dental, hospitalization, surgical and accident insurance coverage. The District shall provide fully-paid long-term disability insurance and the Administrator shall also be permitted to participate in the District's group life and AD&D insurance plan up to the amount of One Hundred Thousand (\$100,000) Dollars, with coverage of Fifty Thousand (\$50,000) Dollars to be paid for by the District and the balance to be paid by Administrator through payroll deduction. In the event of Administrator's death this life insurance shall be payable to such beneficiaries as Administrator shall designate. Administrator, spouses or dependents of Administrator, who are insured with health or dental insurance plans provided through the employer of the Administrator's spouse, are not eligible for duplicate coverage or coordination of benefits, or for such insurance in excess of that to which they are entitled by marital or family status through the health or dental insurance plans provided by the District in this Section. If Administrator is insured by the District for health or dental insurance in excess of that to which Administrator is entitled under this Section and fails, within a reasonable time (normally 30 days), to make proper amendments to Administrator's coverage, Administrator will be liable for the difference in such premiums retroactive to the date the change should have occurred.

3. Sick Leave/Disability. Sick leave shall accrue for Administrator at the rate of one day per month the first ten (10) years of service, and one and one-half days per month beginning with the eleventh (11th) year of service. If, following exhaustion of accrued sick leave, Administrator is required to be absent from employment due to medically established sickness or disability which prevents the Administrator from performing the majority of the Administrator's duties, Administrator shall continue to be paid during such disability for up to six (6) months, without reduction in salary and thereafter for a like period but at one-half of the salary otherwise due, all such payments to be less any amounts payable under disability insurance provided by the District.

4. Personal Business Days. The Administrator shall be granted three (3) personal business days per contractual year. Such days shall not be deducted from sick leave and shall not accrue from year to year.

5. Professional Memberships. The Ann Arbor Public Schools will reimburse the Administrator in the amount of \$200 in each contract year for membership in professional education organizations.

6. Indemnification. The District shall indemnify Administrator in the event Administrator was or is a party or is threatened to be made a party to any pending or completed action, suit or proceeding by reason of the fact that Administrator is or was an Administrator of the Public Schools of the City of Ann Arbor against expenses (including attorneys' fees) judgments and amounts paid in settlement actually and reasonably incurred if Administrator acted in good faith and in a manner Administrator reasonably believed to be in or not opposed to the best interest of the Public Schools of the City of Ann Arbor.

7. Consulting. Administrator may be absent with pay for up to three (3) days each fiscal year for the purpose of providing consulting services to other education institutions or other organizations as they may be requested. These days shall be approved by the Superintendent for periods of time least disruptive to the operation of the District.

8. Continuing Education. Administrator may enroll in one course of Administrator's choice per semester in the Ann Arbor Schools Community Services Program on a non-fee basis. The Administrator shall, however, pay any charges for materials used.

9. Incentive Compensation. Administrator shall be eligible for incentive compensation based upon Administrator's successful completion of the goals set forth in the Performance Objectives established by the District for Administrator from time to time and the relevant weight to be assigned to each objective attained. The Superintendent and the Administrator shall agree in writing on the Performance Objectives and goals for each school year of this Contract. Incentive compensation may be earned as follows:

(a) Up to an additional \$4,500 per contract year if the Superintendent determines that the Administrator has attained or exceeded 100% of the Performance Objectives for the contract year;

(b) Up to an additional \$4,000 per contract year if the Superintendent determines that the Administrator has attained or exceeded 90% but less than 100% of the Performance Objectives for the contract year; or

(c) Up to an additional \$3,500 per contract year if the Superintendent determines that the Administrator has attained or exceeded 80% but less than 90% of the Performance Objectives for the contract year.

Superintendent shall use a reasonableness standard in assessing Administrator's achievement of established Performance Objectives. No amount awarded to Administrator as incentive compensation shall be rolled over, or otherwise constitute a permanent part of the Administrator's salary.

APPENDIX B –DISPUTE RESOLUTION MECHANISM

This Dispute Resolution Mechanism (the “DRM”) is designed to provide the District and the Employee with a formal mechanism to resolve employment disputes that cannot be resolved informally. By executing the Employment Contract and thereby agreeing to this DRM, Employee waives all rights to file a lawsuit in Court or commence any other sort of litigation regarding the types of claims covered herein. The dispute resolution process set forth in this Agreement is the Employee’s only recourse against the District for alleged claims which are related to the employment and which are covered by this DRM.

Claims Under the DRM

Except as set forth below, the disputes covered by this DRM (the “Covered Claims”) include any claim under applicable state or federal law that the Employee has or may have against the District, including, but not limited to, all contract-based claims, claims that the District violated statutory employment laws (such as anti-discrimination and anti-harassment laws), constitutional claims, tort claims (such as defamation or negligence), and any claims based on any other federal, state or local statute, regulation or common law doctrine relating to employment. The Covered Claims shall include any claim described above which could be brought by Employee against the District, all of the past and current trustees of the District’s Board of Education, and all of the District’s directors, officers, agents, attorneys, representatives, Employees, and contractors, and their respective successors and assigns. The Covered Claims shall also include any claims against the District regarding any employee health and welfare benefit plan, but Employee must first exhaust available administrative remedies available under such plan before invoking this DRM.

It is the intent of the parties that this DRM cover, to the fullest extent possible under applicable law, all claims Employee may have against the District relating to his or her employment. However, where statutory rights cannot be waived, and where the exclusive forum for claims regarding such statutory rights is set forth in such statute (e.g., claims Employee might have under the Michigan Workers’ Disability Compensation Act, the Michigan Employment Security Act, or the Michigan Teacher Tenure Act) such claims are not covered by this DRM. Additionally, class action claims may **not** be instituted under this DRM (though the Employee may bring individual claims on his own behalf that might otherwise qualify for class certification).

DRM Step One – Formal Notification - Initiation of the Process

To file a claim and initiate the dispute resolution mechanism the Employee must send a written demand to initiate the DRM to the District’s Human Resources Services Division (in care of either the Deputy Superintendent for Administrative Services or the then top-ranking administrative professional in the District’s Human Resource Services Division) within **one hundred eighty (180) calendar days** after the date the Employee first had

knowledge of the events or circumstances giving rise to the claim. The written demand shall include a statement of the nature of the dispute, including the alleged act or omission at issue, the names of all persons involved in the dispute, the facts on which the claims are based, the amount in controversy, if any, and the relief sought. The written demand shall be sent to the District's Human Resources Services Division ("HRS") by certified or registered mail, return receipt requested.

The Employee understands that this is a waiver of any statute of limitations provided under statutory or common law that is greater than the 180-day time period. Claims initiated after the 180-day period shall be void and deemed waived.

DRM Step Two – Internal Facilitated Problem Solving Conference

Upon receipt of the Step 1 demand, HRS will schedule a conference among the parties to the dispute to be facilitated by a District Employee to attempt to resolve the dispute. The District Employee will be selected by the District Superintendent or by the then top-ranking administrative professional in HRS. Any resolution reached through this conference will be memorialized in a written agreement that will be final and binding upon all parties. HRS shall contact the Employee to schedule the Internal Facilitated Problem Solving Conference (the "Conference") within thirty (30) calendar days of receipt of the demand.

DRM Step Three - Third-Party Mediation

When a dispute is not resolved at Step 2 within the earlier of thirty (30) calendar days after the Conference or sixty (60) calendar days of the initial demand initiating the DRM procedures, the District and the Employee will next attempt to resolve the dispute through mediation conducted by the Dispute Resolution Center of Washtenaw County. However, if both the District and the Employee agree that mediation would not be beneficial in a given case, the District and the Employee may agree in writing that the matter should proceed directly to Step 4. If a resolution is concluded at Step 3, the resolution will be memorialized in a final and binding written agreement signed by both parties.

DRM Step Four – Binding Arbitration

Disputes not resolved at Step 3 may be submitted by the Employee to final and binding arbitration. To demand arbitration through the DRM, the Employee must send a written demand to HRS (in care of either the Deputy Superintendent for Administrative Services or the then top-ranking administrative professional in HRS) and to the American Arbitration Association ("AAA"). The demand must be mailed, by certified or registered mail, return receipt requested, within thirty (30) calendar days of the earlier of (a) the parties' agreement that mediation would not be beneficial and thus the matter should proceed directly to arbitration, or (b) the first date on which mediation is held. (The parties may extend this deadline by mutual written agreement.) The written demand for arbitration shall set forth a statement of the nature of the dispute, including the alleged act or omission at issue, the

names of all persons involved in the dispute, the facts on which the claims are based, the amount in controversy, if any, and the remedy sought. The failure of the Employee to mail a demand for arbitration within such time limits shall be deemed a waiver of the right to arbitrate.

Arbitration will be conducted in accordance with the American Arbitration Association National Rules for the Resolution of Employment Disputes (the "AAA Rules") and the DRM. Copies of the AAA Rules may be obtained from HRS.

The Arbitrator shall be selected pursuant to the AAA Rules. The Arbitrator shall be independent and impartial. Prior to the commencement of the arbitration, the Arbitrator shall take an appropriate oath before beginning the arbitration proceeding to fairly consider the evidence and to make a just award.

The Arbitrator shall also have the authority to entertain a motion to dismiss and/or a motion for summary judgment by any Party and shall apply the standards governing such motions found in the Michigan Court Rules. The Arbitrator shall have no power to add to, subtract from, or alter the terms of the Contract, nor from any District policies and procedures which are relevant to the dispute, nor shall he substitute his discretion for that of the District where such discretion has been retained by the District. The Arbitrator shall only have the power to resolve claims brought by the Employee as an individual and shall not consolidate similar claims brought by more than one Employee of the District.

The Arbitrator must follow applicable Michigan law with respect to privileges, including the attorney-client privilege, work product, compromise, and offers to compromise. The Arbitrator may allow discovery consistent with the AAA Rules.

All aspects of the arbitration, including the record, are confidential and not open to the public except to the extent both parties might otherwise agree in writing, the record is necessary for any subsequent proceeding between the parties, the record is necessary to respond to an order of a governmental agency or legal process, or disclosure is required by law.

The Arbitrator shall have the same power and authority (and no more) as would a judge or other final decision-maker in a court (or any other legal forum in which a Covered Claim could have been brought) to grant monetary damages, costs, or attorneys' fees, or such other relief as may be in conformance with applicable principles of common, decisional, and statutory law in the relevant jurisdiction.

Unless otherwise ordered by the Arbitrator, the District will pay all of the fees and expenses of the mediation and arbitration, including all filing fees. However, the District shall not be liable for the payment of wages to or the expenses or charges of the Employee, or any representative of the Employee, who participates in any way in such arbitration, or for any witness fees payable to witnesses called by the Employee.

The Employee has the right to be represented by an attorney during any phase of proceedings under this DRM. The expenses of such representation shall be the sole responsibility of the Employee.

The decision of the Arbitrator, when in accordance with his jurisdiction and authority established by this DRM, shall be final and binding upon the parties, and may be enforced by either party in any court of competent jurisdiction.

Any Employee seeking information concerning this DRM may contact HRS.

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**ANN ARBOR PUBLIC SCHOOLS
COUNTY OF WASHTENAW
STATE OF MICHIGAN**

**RESOLUTION FOR
AMENDING ADMINISTRATIVE CONTRACTS**

A regular meeting of the Board of Education (the "Board") of Ann Arbor Public Schools (the "School District"), was held on the 14th day of December, 2011 at 7:00 o'clock p.m.

The meeting was called to order by Debra Mexicotte, President.

Present: _____

Absent: _____

The following preamble and resolution were offered by Trustee _____ and supported by Trustee _____:

WHEREAS, Board Policy 2120 reserves to the Board for approval Cabinet Level Administrative Contracts; and

WHEREAS, The Superintendent desires to amend the administrative contracts of two executive cabinet level employees; and

WHEREAS, the Superintendent desires to reorganize her executive cabinet to contain three Deputy Superintendents at an equivalent salary.

NOW, THEREFORE, IT IS HEREBY RESOLVED:

The Board of Education ratifies the amendments to the following administrative contracts effective with the 2011-2012 school year as follows:

David A. Comsa as Deputy Superintendent of Human Resources and General Counsel, salary modification equivalent to the Deputy Superintendent of Instruction, \$140,000; and

Robert Allen, Deputy Superintendent of Operations, salary modification equivalent to the Deputy Superintendent of Instruction and Deputy Superintendent of Human Resources and General Counsel, \$140,000.

Further, authorizes the President of the Board of Education to sign said amended administrative contracts on behalf of the Board of Education.

Ayes:

Nays:

Resolution declared adopted.

Secretary, Board of Education

The undersigned duly qualified and acting secretary of the Board of Education of _____, County of _____, State of Michigan, hereby certifies that the foregoing is a true and complete copy of a resolution adopted by the Board of Education at a regular meeting held on _____, 2011, the original of which resolution is a part of the Board's minutes and further certifies that notice of the meeting was given to the public under the Open Meetings Act, 1976 PA 267, as amended.

Secretary, Board of Education

**ANN ARBOR PUBLIC SCHOOLS
ADMINISTRATIVE CONTRACT**

THIS ADMINISTRATIVE CONTRACT (hereinafter called the "Contract"), is entered into this ___ day of _____, 20___, by and between the Public Schools of the City of Ann Arbor (hereinafter called the "District"), and David A. Comsa (hereinafter called "Administrator").

WITNESSETH:

1. Employment/Term. The District agrees to employ Administrator from **July 1, 2011 to and including June 30, 2013.**

(a) Automatic Extension. As provided by statute, the term of this Contract shall automatically be extended for an additional one (1) year, unless the District gives notice of non-renewal at least 60 days prior to the end of the term following at least thirty (30) days' notice of consideration of non-renewal, as provided in Section 1229 of the Revised School Code.

(b) Automatic Termination. If at any time the Administrator fails to maintain all certificates, credentials and qualifications as required by law to accept and fulfill the Administrator's position, this Contract shall terminate. PROVIDED, HOWEVER, that the Administrator shall be given thirty (30) days to initially obtain or diligently pursue the requisite certificates, credentials and qualifications, or satisfy new requirements which may be imposed in the future by applicable law, regulation or ruling.

(c) Termination in the Event of Disability. The District may terminate this Contract at any time during the term hereof, or any extension, in the event of the Administrator's inability to perform substantially all of the Administrator's duties hereunder, with reasonable accommodation in accordance with applicable law, for a period of one hundred-twenty (120) days or more due to mental or physical disability. Such termination shall be effective one hundred-twenty (120) days after the giving of notice of termination stating the basis or bases for such termination.

(d) Termination for Cause. This Contract may be terminated at any time during the term hereof or any extension hereof for reasons that are not arbitrary and capricious by an affirmative vote of at least a majority of the Board at a meeting which is duly noticed and convened. If the District terminates this Contract for cause as defined in sub-definitions (i) through (xv) below, all rights and entitlements of the Administrator under this Contract, including, but not limited to, salary and benefits, shall cease as of the effective date of such termination. If the District terminates this Contract for cause as defined in sub-definitions (xvi) through (xix) below, and the Administrator executes a release of all claims against the District in a form that is acceptable to the District, then the District shall pay the Administrator a one-time lump sum payment in an amount equal to six (6) months salary at the rate being paid at the time of termination, or the salary which otherwise would have been paid to the Administrator from the date of termination through the expiration of the Contract, whichever is lesser.

For purposes of this Contract, "cause" shall be defined as any of the following: (i) mutual consent of the parties; (ii) death of the Administrator; (iii) any material breach of this Contract; (iv) conviction of a felony; (v) conviction of a misdemeanor which reflects negatively

on the District (such as any drug or sex offense); (vi) any intentional act, omission of duty, or conduct by the Administrator which brings discredit or injury to the reputation of the District; (vii) any willful failure, or repeated failure (i.e., after written notice from the Board) by the Administrator to comply with the established rules and policies of the District in rendering the services contracted for herein; (viii) failure to maintain all certificates, credentials and qualifications as required by law to accept and fulfill the administrative position assigned to Administrator, provided, however, that the Administrator shall be given thirty (30) days to initially obtain or diligently pursue the requisite certificates, credentials and qualifications, or satisfy new requirements which may be imposed in the future by applicable law; (ix) material misrepresentation; (x) fraud; (xi) any act of moral turpitude; (xii) misuse of the position of Administrator for personal gain or benefit; (xiii) falsification of records; (xiv) working under the influence of intoxicants or controlled narcotic substances not legally prescribed; (xv) working in gainful employment outside the District except as otherwise approved by the Board; (xvi) a conflict between the educational or administrative philosophies of the Administrator and either the Superintendent of Schools or the Board; (xvii) a determination by at least a majority of the Board that the Administrator's performance is not satisfactory; (xviii) any conduct determined by at least a majority of the Board to be not in the best interests of the District; or (xix) any other reason specified in writing by the Superintendent of Schools and/or the Board which is not arbitrary and capricious.

Payment by the District of the amounts set forth in this Paragraph 1(d) shall discharge the District from all future liability under this Contract.

This Paragraph 1(d) does not apply to decisions by the Board not to renew this Contract as provided in Section 1229 of the Revised School Code.

2. Credentials. The Administrator hereby accepts said employment for said term and represents to the District that Administrator is qualified under the laws of the State of Michigan to perform the duties assigned under this Contract.

3. Compensation. The District shall pay Administrator an annual salary payable in bi-weekly installments in accordance with District policy and less such withholdings and other payroll deductions as may be required by law or as authorized by Administrator from time to time. At the commencement of this Contract, Administrator's annual salary shall be **\$140,000**. Such salary shall be subject to further adjustments throughout the term of this Contract at the discretion of the District but shall in no event be less than **\$140,000** per annum.

4. Fringe Benefits: Administrator shall be entitled to fringe benefits set forth in Appendix – 01, attached hereto and made a part hereof. The District shall have full and sole authority to change the insurance benefits referenced in Paragraph 2 thereof at such time(s) as it deems appropriate during the life of this Contract. If any such changes are made, the District will notify Administrator by providing an amended Appendix 01.

5. Tenure. It is mutually understood and agreed that this Contract does not confer administrative tenure upon the Administrator.

6. Invalidity. In the event of a breach on the part of either party to this Contract, nothing contained herein shall be construed to render the obligations to either party under this Contract null and void.

7. Duties. For the life of this Contract, Administrator agrees to serve the District as its **Deputy Superintendent Human Resources and General Counsel** or in such other capacity or capacities as may be assigned by the Superintendent of Schools from time to time, and to perform the duties of Administrator as required by law and/or assigned by the Superintendent, and to obey and fulfill and to implement the execution of the rules and regulations of the District, whether heretofore or hereafter adopted, and to carry out or cause to be carried out the educational program and policies of the District during the entire term of this Contract, subject to the direction and guidance of the Superintendent of Schools. Administrator agrees to and shall during the term of this Contract devote Administrator's full working time to the District and engage in no other gainful employment unless the same be previously approved by the Superintendent in writing.

8. Miscellaneous.

(a) This Contract shall be governed in accordance with the laws of the State of Michigan.

(b) In the event of a dispute between the parties relating to any provision of this Contract, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this Contract, the parties hereby agree to submit such dispute to binding arbitration. Such arbitration shall be conducted under the rules of, and administered by, the American Arbitration Association and shall be held in Ann Arbor, Michigan. The arbitrator shall resolve any disputes regarding the type, extent or enforceability of discovery and shall be guided (but not bound) by the Michigan Court Rules in this connection. 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. The decisions of the arbitrator shall be conclusive and binding, and judgment upon such decision may be entered in any court of competent jurisdiction.

(c) This Contract may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.

(d) This Contract contains all of the terms agreed upon by the parties with respect to the subject matter of this Contract and supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter, whether oral or written.

(e) This Contract shall inure to the benefit of the parties, their successors, assigns, heirs, executors, and personal representatives, and shall be binding upon the District, its successors, and assigns.

(f) Any notice required or permitted to be given under this Contract shall be given in writing and shall be effective when personally delivered or deposited in the United States mail,

to the parties at the following addresses; or such other addresses as may be provided from time to time in writing by a party to the other party:

If to the District: Ann Arbor Public Schools
2555 South State Street
Ann Arbor MI 48106
Attn: Superintendent

If to the Administrator: David A. Comsa
6701 Chirco Court
Shelby Township, MI 48316

(g) This Contract may be amended only by an instrument in writing signed by both of the parties hereto.

(h) The Administrator and the District agree to comply with all federal, state, and local laws on non-discrimination applicable to the District.

(i) In the event that any of the provisions of this Contract shall be held invalid or unenforceable by reason of any final judgment or administrative ruling, or by reason of any legislation now existing or hereinafter enacted, such invalidity or unenforceability shall have no effect on the remaining provisions of this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the year and date first written above.

ADMINISTRATOR

David A. Comsa

PUBLIC SCHOOLS OF THE CITY OF
ANN ARBOR

Superintendent of Schools

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ANN ARBOR PUBLIC SCHOOLS
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2. Insurance. During the term of the Administrator's Contract, the District will secure and provide the Administrator and his/her eligible dependents with health, dental, hospitalization, surgical and accident insurance coverage. The District shall provide fully-paid long-term disability insurance and the Administrator shall also be permitted to participate in the District's group life and AD&D insurance plan up to the amount of One Hundred Thousand (\$100,000) Dollars, with coverage of Fifty Thousand (\$50,000) Dollars to be paid for by the District and the balance to be paid by Administrator through payroll deduction. In the event of Administrator's death this life insurance shall be payable to such beneficiaries as Administrator shall designate. Administrator, spouses or dependents of Administrator, who are insured with health or dental insurance plans provided through the employer of the Administrator's spouse, are not eligible for duplicate coverage or coordination of benefits, or for such insurance in excess of that to which they are entitled by marital or family status through the health or dental insurance plans provided by the District in this Section. If Administrator is insured by the District for health or dental insurance in excess of that to which Administrator is entitled under this Section and fails, within a reasonable time (normally 30 days), to make proper amendments to Administrator's coverage, Administrator will be liable for the difference in such premiums retroactive to the date the change should have occurred.

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5. Professional Memberships. The Ann Arbor Public Schools will reimburse the Administrator in the Fall for annual admission dues to the State Bar of Michigan, and in the amount of \$200 in each contract year for membership in professional education organizations.

Administrator will be allowed to continue duties as an executive Board member of the Michigan Association of School Personnel.

6. Indemnification. The District shall indemnify Administrator in the event Administrator was or is a party or is threatened to be made a party to any pending or completed action, suit or proceeding by reason of the fact that Administrator is or was an Administrator of the Public Schools of the City of Ann Arbor against expenses (including attorneys' fees) judgments and amounts paid in settlement actually and reasonably incurred if Administrator acted in good faith and in a manner Administrator reasonably believed to be in or not opposed to the best interest of the Public Schools of the City of Ann Arbor.

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It is the intent of the parties that this DRM cover, to the fullest extent possible under applicable law, all claims Employee may have against the District relating to his or her employment. However, where statutory rights cannot be waived, and where the exclusive forum for claims regarding such statutory rights is set forth in such statute (e.g., claims Employee might have under the Michigan Workers’ Disability Compensation Act, the Michigan Employment Security Act, or the Michigan Teacher Tenure Act) such claims are not covered by this DRM. Additionally, class action claims may **not** be instituted under this DRM (though the Employee may bring individual claims on his own behalf that might otherwise qualify for class certification).

DRM Step One – Formal Notification - Initiation of the Process

To file a claim and initiate the dispute resolution mechanism the Employee must send a written demand to initiate the DRM to the District’s Human Resources Services Division (in care of either the Deputy Superintendent for Administrative Services or the then top-ranking administrative professional in the District’s Human Resource Services Division) within **one hundred eighty (180) calendar days** after the date the Employee first had knowledge of the events or circumstances giving rise to the claim. The written demand shall include a statement of the nature of the dispute, including the alleged act or omission at issue, the names of all persons involved in the dispute, the facts on which the claims are based, the amount in controversy, if any, and the relief sought. The written demand shall be sent to the District’s

Human Resources Services Division (“HRS”) by certified or registered mail, return receipt requested.

The Employee understands that this is a waiver of any statute of limitations provided under statutory or common law that is greater than the 180-day time period. Claims initiated after the 180-day period shall be void and deemed waived.

DRM Step Two – Internal Facilitated Problem Solving Conference

Upon receipt of the Step 1 demand, HRS will schedule a conference among the parties to the dispute to be facilitated by a District Employee to attempt to resolve the dispute. The District Employee will be selected by the District Superintendent or by the then top-ranking administrative professional in HRS. Any resolution reached through this conference will be memorialized in a written agreement that will be final and binding upon all parties. HRS shall contact the Employee to schedule the Internal Facilitated Problem Solving Conference (the “Conference”) within thirty (30) calendar days of receipt of the demand.

DRM Step Three - Third-Party Mediation

When a dispute is not resolved at Step 2 within the earlier of thirty (30) calendar days after the Conference or sixty (60) calendar days of the initial demand initiating the DRM procedures, the District and the Employee will next attempt to resolve the dispute through mediation conducted by the Dispute Resolution Center of Washtenaw County. However, if both the District and the Employee agree that mediation would not be beneficial in a given case, the District and the Employee may agree in writing that the matter should proceed directly to Step 4. If a resolution is concluded at Step 3, the resolution will be memorialized in a final and binding written agreement signed by both parties.

DRM Step Four – Binding Arbitration

Disputes not resolved at Step 3 may be submitted by the Employee to final and binding arbitration. To demand arbitration through the DRM, the Employee must send a written demand to HRS (in care of either the Deputy Superintendent for Administrative Services or the then top-ranking administrative professional in HRS) and to the American Arbitration Association (“AAA”). The demand must be mailed, by certified or registered mail, return receipt requested, within thirty (30) calendar days of the earlier of (a) the parties’ agreement that mediation would not be beneficial and thus the matter should proceed directly to arbitration, or (b) the first date on which mediation is held. (The parties may extend this deadline by mutual written agreement.) The written demand for arbitration shall set forth a statement of the nature of the dispute, including the alleged act or omission at issue, the names of all persons involved in the dispute, the facts on which the claims are based, the amount in controversy, if any, and the remedy sought. The failure of the Employee to mail a demand for arbitration within such time limits shall be deemed a waiver of the right to arbitrate.

Arbitration will be conducted in accordance with the American Arbitration Association National Rules for the Resolution of Employment Disputes (the “AAA Rules”) and the DRM. Copies of the AAA Rules may be obtained from HRS.

The Arbitrator shall be selected pursuant to the AAA Rules. The Arbitrator shall be independent and impartial. Prior to the commencement of the arbitration, the Arbitrator shall take an appropriate oath before beginning the arbitration proceeding to fairly consider the evidence and to make a just award.

The Arbitrator shall also have the authority to entertain a motion to dismiss and/or a motion for summary judgment by any Party and shall apply the standards governing such motions found in the Michigan Court Rules. The Arbitrator shall have no power to add to, subtract from, or alter the terms of the Contract, nor from any District policies and procedures which are relevant to the dispute, nor shall he substitute his discretion for that of the District where such discretion has been retained by the District. The Arbitrator shall only have the power to resolve claims brought by the Employee as an individual and shall not consolidate similar claims brought by more than one Employee of the District.

The Arbitrator must follow applicable Michigan law with respect to privileges, including the attorney-client privilege, work product, compromise, and offers to compromise. The Arbitrator may allow discovery consistent with the AAA Rules.

All aspects of the arbitration, including the record, are confidential and not open to the public except to the extent both parties might otherwise agree in writing, the record is necessary for any subsequent proceeding between the parties, the record is necessary to respond to an order of a governmental agency or legal process, or disclosure is required by law.

The Arbitrator shall have the same power and authority (and no more) as would a judge or other final decision-maker in a court (or any other legal forum in which a Covered Claim could have been brought) to grant monetary damages, costs, or attorneys' fees, or such other relief as may be in conformance with applicable principles of common, decisional, and statutory law in the relevant jurisdiction.

Unless otherwise ordered by the Arbitrator, the District will pay all of the fees and expenses of the mediation and arbitration, including all filing fees. However, the District shall not be liable for the payment of wages to or the expenses or charges of the Employee, or any representative of the Employee, who participates in any way in such arbitration, or for any witness fees payable to witnesses called by the Employee.

The Employee has the right to be represented by an attorney during any phase of proceedings under this DRM. The expenses of such representation shall be the sole responsibility of the Employee.

The decision of the Arbitrator, when in accordance with his jurisdiction and authority established by this DRM, shall be final and binding upon the parties, and may be enforced by either party in any court of competent jurisdiction.

Any Employee seeking information concerning this DRM may contact HRS.

**ANN ARBOR PUBLIC SCHOOLS
ADMINISTRATIVE CONTRACT**

THIS ADMINISTRATIVE CONTRACT (hereinafter called the "Contract"), is entered into this ____ day of _____ by and between the Public Schools of the City of Ann Arbor (hereinafter called the "District"), and Robert Allen (hereinafter called "Administrator").

WITNESSETH:

1. Employment/Term. The District agrees to employ Administrator from **July 1, 2011 to and including June 30, 2013.**

(a) Automatic Extension. As provided by statute, the term of this Contract shall automatically be extended for an additional one (1) year, unless the District gives notice of non-renewal at least 60 days prior to the end of the term following at least thirty (30) days' notice of consideration of non-renewal, as provided in Section 1229 of the Revised School Code.

(b) Automatic Termination. If at any time the Administrator fails to maintain all certificates, credentials and qualifications as required by law to accept and fulfill the Administrator's position, this Contract shall terminate. PROVIDED, HOWEVER, that the Administrator shall be given thirty (30) days to initially obtain or diligently pursue the requisite certificates, credentials and qualifications, or satisfy new requirements which may be imposed in the future by applicable law, regulation or ruling.

(c) Termination in the Event of Disability. The District may terminate this Contract at any time during the term hereof, or any extension, in the event of the Administrator's inability to perform substantially all of the Administrator's duties hereunder, with reasonable accommodation in accordance with applicable law, for a period of one hundred-twenty (120) days or more due to mental or physical disability. Such termination shall be effective one hundred-twenty (120) days after the giving of notice of termination stating the basis or bases for such termination.

(d) Termination for Cause. This Contract may be terminated at any time during the term hereof or any extension hereof for reasons that are not arbitrary and capricious by an affirmative vote of at least a majority of the Board at a meeting which is duly noticed and convened. If the District terminates this Contract for cause as defined in sub-definitions (i) through (xv) below, all rights and entitlements of the Administrator under this Contract, including, but not limited to, salary and benefits, shall cease as of the effective date of such termination. If the District terminates this Contract for cause as defined in sub-definitions (xvi) through (xix) below, and the Administrator executes a release of all claims against the District in a form that is acceptable to the District, then the District shall pay the Administrator a one-time lump sum payment in an amount equal to six (6) months salary at the rate being paid at the time of termination, or the salary which otherwise would have been paid to the Administrator from the date of termination through the expiration of the Contract, whichever is lesser.

For purposes of this Contract, "cause" shall be defined as any of the following: (i) mutual consent of the parties; (ii) death of the Administrator; (iii) any material breach of this Contract; (iv) conviction of a felony; (v) conviction of a misdemeanor which reflects negatively

on the District (such as any drug or sex offense); (vi) any intentional act, omission of duty, or conduct by the Administrator which brings discredit or injury to the reputation of the District; (vii) any willful failure, or repeated failure (i.e., after written notice from the Board) by the Administrator to comply with the established rules and policies of the District in rendering the services contracted for herein; (viii) failure to maintain all certificates, credentials and qualifications as required by law to accept and fulfill the administrative position assigned to Administrator, provided, however, that the Administrator shall be given thirty (30) days to initially obtain or diligently pursue the requisite certificates, credentials and qualifications, or satisfy new requirements which may be imposed in the future by applicable law; (ix) material misrepresentation; (x) fraud; (xi) any act of moral turpitude; (xii) misuse of the position of Administrator for personal gain or benefit; (xiii) falsification of records; (xiv) working under the influence of intoxicants or controlled narcotic substances not legally prescribed; (xv) working in gainful employment outside the District except as otherwise approved by the Board; (xvi) a conflict between the educational or administrative philosophies of the Administrator and either the Superintendent of Schools or the Board; (xvii) a determination by at least a majority of the Board that the Administrator's performance is not satisfactory; (xviii) any conduct determined by at least a majority of the Board to be not in the best interests of the District; or (xix) any other reason specified in writing by the Superintendent of Schools and/or the Board which is not arbitrary and capricious.

Payment by the District of the amounts set forth in this Paragraph 1(d) shall discharge the District from all future liability under this Contract.

This Paragraph 1(d) does not apply to decisions by the Board not to renew this Contract as provided in Section 1229 of the Revised School Code.

2. Credentials. The Administrator hereby accepts said employment for said term and represents to the District that Administrator is qualified under the laws of the State of Michigan to perform the duties assigned under this Contract.

3. Compensation. The District shall pay Administrator an annual salary payable in bi-weekly installments in accordance with District policy and less such withholdings and other payroll deductions as may be required by law or as authorized by Administrator from time to time. At the commencement of this Contract, Administrator's annual salary shall be **\$140,000**. Such salary shall be subject to further adjustments throughout the term of this Contract at the discretion of the District but shall in no event be less than **\$140,000** per annum.

4. Fringe Benefits: Administrator shall be entitled to fringe benefits set forth in Appendix – 01, attached hereto and made a part hereof. The District shall have full and sole authority to change the insurance benefits referenced in Paragraph 2 thereof at such time(s) as it deems appropriate during the life of this Contract. If any such changes are made, the District will notify Administrator by providing an amended Appendix 01.

5. Tenure. It is mutually understood and agreed that this Contract does not confer administrative tenure upon the Administrator.

6. Invalidity. In the event of a breach on the part of either party to this Contract, nothing contained herein shall be construed to render the obligations to either party under this Contract null and void.

7. Duties. For the life of this Contract, Administrator agrees to serve the District as its **Deputy Superintendent for Operations** or in such other capacity or capacities as may be assigned by the Superintendent of Schools from time to time, and to perform the duties of Administrator as required by law and/or assigned by the Superintendent, and to obey and fulfill and to implement the execution of the rules and regulations of the District, whether heretofore or hereafter adopted, and to carry out or cause to be carried out the educational program and policies of the District during the entire term of this Contract, subject to the direction and guidance of the Superintendent of Schools. Administrator agrees to and shall during the term of this Contract devote Administrator's full working time to the District and engage in no other gainful employment unless the same be previously approved by the Superintendent in writing.

8. Miscellaneous.

(a) This Contract shall be governed in accordance with the laws of the State of Michigan.

(b) In the event of a dispute between the parties relating to any provision of this Contract, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this Contract, the parties hereby agree to submit such dispute to binding arbitration. Such arbitration shall be conducted under the rules of, and administered by, the American Arbitration Association and shall be held in Ann Arbor, Michigan. The arbitrator shall resolve any disputes regarding the type, extent or enforceability of discovery and shall be guided (but not bound) by the Michigan Court Rules in this connection. 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. The decisions of the arbitrator shall be conclusive and binding, and judgment upon such decision may be entered in any court of competent jurisdiction.

(c) This Contract may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.

(d) This Contract contains all of the terms agreed upon by the parties with respect to the subject matter of this Contract and supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter, whether oral or written.

(e) This Contract shall inure to the benefit of the parties, their successors, assigns, heirs, executors, and personal representatives, and shall be binding upon the District, its successors, and assigns.

(f) Any notice required or permitted to be given under this Contract shall be given in writing and shall be effective when personally delivered or deposited in the United States mail, to the parties at the following addresses; or such other addresses as may be provided from time to time in writing by a party to the other party:

If to the District:

Ann Arbor Public Schools
2555 South State Street
P.O. Box 1188
Ann Arbor MI 48106
Attn: Superintendent

If to the Administrator:

Robert Allen
6030 Cherrywood Drive
Ypsilanti, MI 48197

(g) This Contract may be amended only by an instrument in writing signed by both of the parties hereto.

(h) The Administrator and the District agree to comply with all federal, state, and local laws on non-discrimination applicable to the District.

(i) In the event that any of the provisions of this Contract shall be held invalid or unenforceable by reason of any final judgment or administrative ruling, or by reason of any legislation now existing or hereinafter enacted, such invalidity or unenforceability shall have no effect on the remaining provisions of this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the year and date first written above.

ADMINISTRATOR

PUBLIC SCHOOLS OF THE CITY OF
ANN ARBOR

Superintendent of Schools

President, Board of Education

ANN ARBOR PUBLIC SCHOOLS
APPENDIX 01 – ADMINISTRATIVE CONTRACT
FRINGE BENEFITS

1. Vacation. The Administrator will receive twenty-five (25) working days for purposes of annual paid vacation. Vacation shall be for periods of time least disruptive to the operations of the District. Days may be taken as they are earned but all days earned shall be used within one year after the fiscal year in which they are earned. In the event of termination of employment, any unused vacation days which, as of such time are still available for use in accordance with the preceding sentence, may be paid off, subject to the approval of the Superintendent.

2. Insurance. During the term of the Administrator's Contract, the District will secure and provide the Administrator and his/her eligible dependents with health, dental, hospitalization, surgical and accident insurance coverage. The District shall provide fully-paid long-term disability insurance. The Administrator shall also be permitted to participate in the District's group life and AD&D insurance plan up to the amount of One Hundred Thousand (\$100,000) Dollars, with coverage of Fifty Thousand (\$50,000) Dollars to be paid for by the District and the balance to be paid by Administrator through payroll deduction. In the event of Administrator's death this life insurance shall be payable to such beneficiaries as Administrator shall designate. Administrator, spouses or dependents of Administrator, who are insured with health or dental insurance plans provided through the employer of the Administrator's spouse, are not eligible for duplicate coverage or coordination of benefits, or for such insurance in excess of that to which they are entitled by marital or family status through the health or dental insurance plans provided by the District in this Section. If Administrator is insured by the District for health or dental insurance in excess of that to which Administrator is entitled under this Section and fails, within a reasonable time (normally 30 days), to make proper amendments to Administrator's coverage, Administrator will be liable for the difference in such premiums retroactive to the date the change should have occurred.

3. Sick Leave/Disability. Sick leave shall accrue for Administrator at the rate of one day per month the first ten (10) years of service, and one and one-half days per month beginning with the eleventh (11th) year of service. If, following exhaustion of accrued sick leave, Administrator is required to be absent from employment due to medically established sickness or disability which prevents the Administrator from performing the majority of the Administrator's duties, Administrator shall continue to be paid during such disability for up to six (6) months, without reduction in salary and thereafter for a like period but at one-half of the salary otherwise due, all such payments to be less any amounts payable under disability insurance provided by the District.

4. Personal Business Days. The Administrator shall be granted three (3) personal business days per contractual year. Such days shall not be deducted from sick leave and shall not accrue from year to year.

5. Professional Memberships. The Ann Arbor Public Schools will reimburse the Administrator in the amount of \$200 in each contract year for membership in professional education organizations.

6. Indemnification. The District shall indemnify Administrator in the event Administrator was or is a party or is threatened to be made a party to any pending or completed action, suit or proceeding by reason of the fact that Administrator is or was an Administrator of the Public Schools of the City of Ann Arbor against expenses (including attorneys' fees) judgments and amounts paid in settlement actually and reasonably incurred if Administrator acted in good faith and in a manner Administrator reasonably believed to be in or not opposed to the best interest of the Public Schools of the City of Ann Arbor.

7. Consulting. Administrator may be absent with pay for up to three (3) days each fiscal year for the purpose of providing consulting services to other education institutions or other organizations as they may be requested. These days shall be approved by the Superintendent for periods of time least disruptive to the operation of the District.

8. Continuing Education. Administrator may enroll in one course of Administrator's choice per semester in the Ann Arbor Schools Community Services Program on a non-fee basis. The Administrator shall, however, pay any charges for materials used.

9. Incentive Compensation. Administrator shall be eligible for incentive compensation based upon Administrator's successful completion of the goals set forth in the Performance Objectives established by the District for Administrator from time to time and the relevant weight to be assigned to each objective attained. The Superintendent and the Administrator shall agree in writing on the Performance Objectives and goals for each school year of this Contract. Incentive compensation may be earned as follows:

(a) Up to an additional \$4,500 per contract year if the Superintendent determines that the Administrator has attained or exceeded 100% of the Performance Objectives for the contract year;

(b) Up to an additional \$4,000 per contract year if the Superintendent determines that the Administrator has attained or exceeded 90% but less than 100% of the Performance Objectives for the contract year; or

(c) Up to an additional \$3,500 per contract year if the Superintendent determines that the Administrator has attained or exceeded 80% but less than 90% of the Performance Objectives for the contract year.

Superintendent shall use a reasonableness standard in assessing Administrator's achievement of established Performance Objectives. No amount awarded to Administrator as incentive compensation shall be rolled over, or otherwise constitute a permanent part of the Administrator's salary.

APPENDIX B –DISPUTE RESOLUTION MECHANISM

This Dispute Resolution Mechanism (the “DRM”) is designed to provide the District and the Employee with a formal mechanism to resolve employment disputes that cannot be resolved informally. By executing the Employment Contract and thereby agreeing to this DRM, Employee waives all rights to file a lawsuit in Court or commence any other sort of litigation regarding the types of claims covered herein. The dispute resolution process set forth in this Agreement is the Employee’s only recourse against the District for alleged claims which are related to the employment and which are covered by this DRM.

Claims Under the DRM

Except as set forth below, the disputes covered by this DRM (the “Covered Claims”) include any claim under applicable state or federal law that the Employee has or may have against the District, including, but not limited to, all contract-based claims, claims that the District violated statutory employment laws (such as anti-discrimination and anti-harassment laws), constitutional claims, tort claims (such as defamation or negligence), and any claims based on any other federal, state or local statute, regulation or common law doctrine relating to employment. The Covered Claims shall include any claim described above which could be brought by Employee against the District, all of the past and current trustees of the District’s Board of Education, and all of the District’s directors, officers, agents, attorneys, representatives, Employees, and contractors, and their respective successors and assigns. The Covered Claims shall also include any claims against the District regarding any employee health and welfare benefit plan, but Employee must first exhaust available administrative remedies available under such plan before invoking this DRM.

It is the intent of the parties that this DRM cover, to the fullest extent possible under applicable law, all claims Employee may have against the District relating to his or her employment. However, where statutory rights cannot be waived, and where the exclusive forum for claims regarding such statutory rights is set forth in such statute (e.g., claims Employee might have under the Michigan Workers’ Disability Compensation Act, the Michigan Employment Security Act, or the Michigan Teacher Tenure Act) such claims are not covered by this DRM. Additionally, class action claims may **not** be instituted under this DRM (though the Employee may bring individual claims on his own behalf that might otherwise qualify for class certification).

DRM Step One – Formal Notification - Initiation of the Process

To file a claim and initiate the dispute resolution mechanism the Employee must send a written demand to initiate the DRM to the District’s Human Resources Services Division (in care of either the Deputy Superintendent for Administrative Services or the then top-ranking administrative professional in the District’s Human Resource Services Division) within **one hundred eighty (180) calendar days** after the date the Employee first had knowledge of the events or circumstances giving rise to the claim. The written demand shall include a statement of the nature of the dispute, including the alleged act or omission at issue, the names of all persons involved in the dispute, the facts on which the claims are based, the amount in controversy, if any, and the relief sought. The written demand shall be sent to the District’s

Human Resources Services Division (“HRS”) by certified or registered mail, return receipt requested.

The Employee understands that this is a waiver of any statute of limitations provided under statutory or common law that is greater than the 180-day time period. Claims initiated after the 180-day period shall be void and deemed waived.

DRM Step Two – Internal Facilitated Problem Solving Conference

Upon receipt of the Step 1 demand, HRS will schedule a conference among the parties to the dispute to be facilitated by a District Employee to attempt to resolve the dispute. The District Employee will be selected by the District Superintendent or by the then top-ranking administrative professional in HRS. Any resolution reached through this conference will be memorialized in a written agreement that will be final and binding upon all parties. HRS shall contact the Employee to schedule the Internal Facilitated Problem Solving Conference (the “Conference”) within thirty (30) calendar days of receipt of the demand.

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When a dispute is not resolved at Step 2 within the earlier of thirty (30) calendar days after the Conference or sixty (60) calendar days of the initial demand initiating the DRM procedures, the District and the Employee will next attempt to resolve the dispute through mediation conducted by the Dispute Resolution Center of Washtenaw County. However, if both the District and the Employee agree that mediation would not be beneficial in a given case, the District and the Employee may agree in writing that the matter should proceed directly to Step 4. If a resolution is concluded at Step 3, the resolution will be memorialized in a final and binding written agreement signed by both parties.

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Disputes not resolved at Step 3 may be submitted by the Employee to final and binding arbitration. To demand arbitration through the DRM, the Employee must send a written demand to HRS (in care of either the Deputy Superintendent for Administrative Services or the then top-ranking administrative professional in HRS) and to the American Arbitration Association (“AAA”). The demand must be mailed, by certified or registered mail, return receipt requested, within thirty (30) calendar days of the earlier of (a) the parties’ agreement that mediation would not be beneficial and thus the matter should proceed directly to arbitration, or (b) the first date on which mediation is held. (The parties may extend this deadline by mutual written agreement.) The written demand for arbitration shall set forth a statement of the nature of the dispute, including the alleged act or omission at issue, the names of all persons involved in the dispute, the facts on which the claims are based, the amount in controversy, if any, and the remedy sought. The failure of the Employee to mail a demand for arbitration within such time limits shall be deemed a waiver of the right to arbitrate.

Arbitration will be conducted in accordance with the American Arbitration Association National Rules for the Resolution of Employment Disputes (the “AAA Rules”) and the DRM. Copies of the AAA Rules may be obtained from HRS.

The Arbitrator shall be selected pursuant to the AAA Rules. The Arbitrator shall be independent and impartial. Prior to the commencement of the arbitration, the Arbitrator shall take an appropriate oath before beginning the arbitration proceeding to fairly consider the evidence and to make a just award.

The Arbitrator shall also have the authority to entertain a motion to dismiss and/or a motion for summary judgment by any Party and shall apply the standards governing such motions found in the Michigan Court Rules. The Arbitrator shall have no power to add to, subtract from, or alter the terms of the Contract, nor from any District policies and procedures which are relevant to the dispute, nor shall he substitute his discretion for that of the District where such discretion has been retained by the District. The Arbitrator shall only have the power to resolve claims brought by the Employee as an individual and shall not consolidate similar claims brought by more than one Employee of the District.

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Unless otherwise ordered by the Arbitrator, the District will pay all of the fees and expenses of the mediation and arbitration, including all filing fees. However, the District shall not be liable for the payment of wages to or the expenses or charges of the Employee, or any representative of the Employee, who participates in any way in such arbitration, or for any witness fees payable to witnesses called by the Employee.

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