

CONTRACT FOR EMPLOYMENT AS DIRECTOR OF BUSINESS AND FINANCE
between
THE MADISON DISTRICT PUBLIC SCHOOLS BOARD OF EDUCATION
-and-
LAWRENCE MILLER

Position: Director of Business and Finance

Work Days: 260

Final Salary: \$115,000

THIS CONTRACT, made and entered into at Madison Heights, Michigan, this 19th day of September, 2022, by and between Madison District Public Schools, a Michigan general powers school district (the “District”), and Lawrence Miller (the “Employee”).

IT IS AGREED

1. **TERM** - The District will employ the Employee for a period from September 19, 2022 to June 30, 2024 as defined in the Michigan Revised School Code, MCLA 380.11 et seq.

Should the Board of Education determine not to renew this Agreement, the Board will notify the Employee in the manner required by Section 1229 of the Revised School Code.

2. **TENURE** - The Employee will not have or acquire tenure in his/her current or any other administrative or assigned capacity. The District’s failure to continue the Employee’s employment after the term of this Contract, or re-employ him/her in another capacity, will not be considered a breach of this Contract.
3. **QUALIFICATIONS** - The Employee represents and warrants that he/she meets, and will continue to meet, at least the minimum qualifications and certifications required by law to serve in his/her current assignment and any other administrative or other position to which he/she may be assigned.
4. **DUTIES** - The Employee will competently and faithfully perform his/her duties, as required by law, and any additional duties or tasks assigned by the Superintendent. The Employee will fulfill directives of the Board, as well as observe all Board policies and administrative regulations and carry out the District’s programs and policies during the entire term of this Contract and any renewal terms. It is acknowledged that the performance of such duties may entail attendance at meetings of the District’s Board of Education and/or District events or other events related to professional or other development or advancement of the District’s interest.

Notwithstanding the above, the Board of Education may assign the Employee to a different administrative capacity other than above specified and involving different administrative responsibilities, at any time during the term of this contract, subject to advance written notice of such reassignment being provided to Employee.

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5. **SALARY** - The Employee's Salary for the 2022-23 school year will be \$120,000. The Employee's Salary for the 2023-24 school year shall be \$123,600, which represents a raise of 3.00% from the 2022-23 school year.

The Employee's work year will consist of 260 days ("Work Days"). It is recognized and agreed to by the parties that the Salary shall be prorated as to annual amount for 2022-23 for actual days worked in the position.

The Salary will be payable in equal bi-weekly installments over the school year. The Employee's Salary for the remaining years of this Contract will be established by the District's Board of Education and payable in equal bi-weekly installments during the then-current school year.

6. **FRINGE BENEFITS** – The District will provide the Employee with the following fringe and other benefits:
- A. **Vacation.** The Employee shall receive 4 weeks of vacation to be used during the year. In the case that the Employee does not use all earned vacation days by June 30th of the year earned, up to 10 vacation days may carry over into the next year not to exceed 30 days. The Employee may request to cash in up to 10 vacation days yearly with approval of the Superintendent. The District will compensate the Employee at his/her per diem rate at the termination of his/her employment their prorated accrual of unused vacation days.
 - B. **Paid Holidays.** The Employee shall be entitled to paid leave for the following holidays: July 4, Labor Day, Thanksgiving, Friday following Thanksgiving, December 24, December 25, January 1, Good Friday, Memorial Day and any other holiday designated by the District.
 - C. **Sick.** Employee shall receive ½ sick day on the first two pays of each month. In the case that the Employee does not use all sick days by June 30 of the year earned, they shall carry over into the next year, not to exceed 90 days. The Employee may cash in up to 5 sick days yearly with approval of the Superintendent. The District will compensate Employee ½ his/her per diem rate at the termination of his/her employment for his/her prorated accrual of unused sick days.
 - D. **Personal.** Employee shall receive 2 personal days per year. One in July and one in January. All personal time must be pre-approved by the Superintendent. Any unused personal days on June 30 shall roll into Employee's sick bank.
 - E. **Jury Duty.** The District shall pay an amount equal to the difference between Employee's regular daily rate and the daily jury duty fee paid by the Court. This does not include travel allowance or reimbursement of expenses paid to Employee by the Court, is paid only for days when Employee reports for or performs jury duty, or for a Court appearance for a subpoena issued by the District to the Employee as a witness in a case connected with the Employee's employment. In addition, this only applies when the Employee would be scheduled to work.

- F. Bereavement. Employee will be allowed up to five (5) days per death of an immediate family member for bereavement. The Superintendent may request reasonable verification as a condition of an Employee's rights under this paragraph. Bereavement days are non-accruable.
- G. **Insurance.** All Insurance Protection Benefits (medical, vision and dental) as outlined in Article VII of the Master Agreement of the Madison District Public Schools Board of Education and the Madison District Association of Administrators (12/1/2020 – 6/20/2023).
7. **EVALUATION** - The Board shall evaluate the Employee's performance annually in accordance with Sections 1249 and 1250 of the Revised School Code, as applicable.
8. **CONFLICT OF INTEREST** - The Employee will faithfully serve the District and its interests during the term of this Contract. The Employee will not directly or indirectly acquire or otherwise possess any interest adverse to that of the District. In the event that a question arises as to whether a given interest is in conflict with the interests of the District, the Employee shall make full disclosure of same to the Board for review and disposition, which disposition shall be controlling and complied with by the Employee.
9. **OUTSIDE EMPLOYMENT** - The Employee will not be employed by or perform services for any other employer or person during the term of this Contract which conflicts with his/her obligations hereunder and further shall inform and obtain the approval of the Board of Education Employee of such proposed outside employment reasonably before accepting an offer for same.
10. **PROFESSIONAL ORGANIZATIONS AND CONFERENCES** - The District will reimburse the Employee for dues and expenses reasonably incurred in connection with his/her membership in professional organizations for which the Employee has received advance written approval from the Superintendent. The District will also reimburse the Employee for expenses reasonably incurred attending conferences for which the Employee has received advance written approval from the Superintendent.
11. **TERMINATION** – Employee may terminate this Agreement during its term for any reason with 30 calendar day's written notice. The Board of Education may terminate this Contract during its term, and without further liability to the Employee under this Contract or otherwise, for a reason or reasons that are not arbitrary or capricious.
12. **DISPUTE RESOLUTION** - The Employee and the District agree that any and all disputes or claims arising from or relating to the Employee's employment, the termination or non-renewal of the Employee's employment or this Contract, including its negotiation and execution, will be submitted to final and binding arbitration in Oakland County, Michigan, according to the American Arbitration Association's ("AAA's") National Rules for the Resolution of Employment Disputes. The parties hereby agree and acknowledge that this paragraph has been the subject of arms-length negotiations between them and hereby assert that the terms of this Paragraph 12 are not, and shall not be construed by the AAA, as an Employer Promulgated Plan, as that term is used by the AAA. The Employee or the District

may move for entry of judgment on the arbitrator's award in any court of competent jurisdiction. The Employee and the District acknowledge and agree that this paragraph precludes them from filing a civil action concerning the disputes covered by this paragraph and this Contract and, therefore, waive their right to trial by jury concerning any and all such disputes.


13. **LIMITATIONS OF CLAIMS OR ACTIONS** - The Employee and the District agree that any demand for arbitration, administrative complaint or civil action arising from or relating to the Employee's employment with the District, the termination of the Employee's employment with the District or this Contract, including its negotiation and execution, must be filed no later than 180 calendar days from the date on which it accrued or no later than 180 days from the termination of the Employee's employment with the District, whichever is sooner. The Employee and the District waive any longer limitations period. This paragraph is not intended to, and should not be construed to, extend any statutory or other limitations period shorter than 180 calendar days.
14. **WAIVER OF BREACH** - The Board of Education and the District will not waive any breach of any provision of this Contract except in writing. Such a waiver will not waive future breaches.
15. **SEVERABILITY** - If any paragraph or provision of this Contract is illegal or unenforceable under the laws of the United States or the State of Michigan, that paragraph or provision will not be enforceable without invalidating the remaining paragraphs and provisions of this Contract.
16. **ENTIRE AGREEMENT** - This Contract is the parties' entire agreement and supersedes any other understanding or agreement, verbal or written, and may not be modified or amended except by another written agreement signed by the Employee and approved by the District's Board of Education in a public meeting held in conformity with Michigan's Open Meetings Act.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this day and year, as written below.

SIGNATURES ON FOLLOWING PAGE

Madison District Public Schools

MADISON DISTRICT PUBLIC SCHOOLS BOARD OF EDUCATION



Cynthia Holder
President

Date: 1-11-23

DIRECTOR OF BUSINESS AND FINANCE



By: Lawrence Miller

Date: 1/11/23