

**ADMINISTRATOR'S CONTRACT OF EMPLOYMENT
FOWLER PUBLIC SCHOOLS
FOWLER, MICHIGAN**

It is hereby agreed by and between the Board of Education of the Fowler Public Schools, acting through its Board of Education, (hereinafter "District" or "Board") and Neil Hufnagel, (hereinafter "Administrator") that pursuant to Section 1229 of the Revised School Code of the State of Michigan, MCL 380.1229, the District in accordance with the action of its Board of Education found in the minutes of the meeting held on the 14th day of March, has and does hereby employ Neil Hufnagel as Superintendent and High School Principal commencing on July 1, 2011 and ending on June 30, 2013, according to the terms and conditions as described and set forth herein.

NOW, THEREFORE, the District and Administrator, for the consideration herein specified, agree as follows:

1. PROFESSIONAL RESPONSIBILITIES OF ADMINISTRATOR

A. Administrator shall perform the duties of Superintendent-High School Principal of schools as prescribed by the District pursuant to the Revised School Code of the State of Michigan as may be established, modified and/or amended from time to time by the Board. Administrator acknowledges the ultimate authority of the Board with respect to his responsibilities and directions related thereto.

B. Administrator, as Superintendent-High School Principal, shall have charge of the administration of the schools under the direction of the Board. He shall be the chief executive officer of the Board; shall direct and assign teachers and other employees of the schools under his supervision, subject to the approval of the Board; shall select all personnel subject to the approval of the Board; shall from time to time suggest regulations, rules, and procedures deemed necessary for and in furtherance of the well being of the District.

C. Administrator shall perform all duties incident to the office of the Superintendent-High School Principal, and such other duties as may be prescribed by the Board from time to time. Board members, individually and collectively, shall promptly refer all criticisms, complaints and suggestions called to their attention to the Superintendent-High School Principal for study and recommendation, where said matters concern the quality of Administrator's performance

D. Administrator agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Administrator agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, Administrator agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board to carry out the educational programs and policies of the District for which he is responsible during the entire term of this Agreement. Further, Administrator pledges to use his best efforts to maintain and improve the quality of the operation of the District and constantly promote efficiency in all areas of his responsibility.

2. QUALIFICATIONS AND EXCLUSION OF TENURE

A. Administrator represents that he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Department of Education, and those required by the Board to serve in the position assigned. Additionally, Administrator agrees, as a condition of his continued employment, to meet all continuing education requirements for the position assigned, as may be required by the State Board of Education. If at any time Administrator fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this contract shall automatically terminate and the Board shall have no further obligations hereunder.

B. It is mutually understood and agreed that this contract does not confer tenure upon the Superintendent-High School Principal in the above described position or any other administrative position and that such tenure is specifically denied.

3. PROFESSIONAL GROWTH OF SUPERINTENDENT-HIGH SCHOOL PRINCIPAL

District encourages the continuing professional growth of Administrator through his participation, consistent with performance of responsibilities as Superintendent-High School Principal in:

A. Programs, and other educational activities conducted or sponsored by local, state and national school administrator and school board associations;

B. Informational meetings with other persons whose particular skills or backgrounds serve to improve the capacity of Administrator to perform his professional responsibilities for the District.

C. Administrator shall be entitled to reimbursement for tuition and fees for up to six (6) semester hours of university credit as necessary to maintain State required certification in his position. Reimbursement will be made upon demonstration of successful completion of said credits.

In its encouragement, the district shall permit a reasonable amount of release time for Administrator to attend to such matters and shall pay for the reasonable and necessary fees for travel (refer to Article 6 of this Contract), and subsistence expenses, as approved by the Board in the annual budget.

4. COMPENSATION

In consideration for services rendered, the District shall compensate the Superintendent-High School Principal in the following manner:

A. The Superintendent-High School Principal's annual base salary for the 2011-2012 school year shall be \$ 105,674. This amount represents a 2% reduction from the 2010-2011 contract year, and shall be adjusted to match the percent adjustment in salary that may occur in the teacher's association contract for 2011-2012. Said salary shall be paid in twenty-six (26) equal installments per fiscal year, the first payment to be made on July 1, 2011, with subsequent payments to be made every other Friday thereafter.

- B. Longevity:
1. After five (5) years of administrative service with the Fowler Public Schools, the administrator will receive an additional one- percent (1%) of pay. This longevity amount will be based on the base salary of the administrator.
 2. After ten (10) years of administrative service with the Fowler Public Schools, the administrator will receive an additional two- percent (2%) of pay. This longevity amount will be based on the base salary of the administrator.
 3. After fifteen (15) years of administrative service with the Fowler Public Schools, the administrator will receive an additional three- percent (3%) of pay. This longevity amount will be based on the base salary of the administrator.

C. The Board hereby retains the right to adjust the annual compensation and/or benefits of Administrator during the term of this contract. Any such adjustment shall not reduce the annual compensation and/or benefits below the minimum annual compensation and/or benefits prescribed hereinabove. Any adjustments made during the term of this contract shall be in the form of a written amendment and when executed by Administrator and the Board, shall become a part of this contract.

5. VACATION AND OTHER BENEFITS

A. Administrator is employed on the basis of fifty-two (52) weeks of work per fiscal year (July 1 - June 30) as scheduled by the Board. Administrator shall be granted vacation time of twenty (20) days per fiscal year. Vacation days must be used within the fiscal year for which they are made available and Administrator shall not receive any additional compensation in lieu of use of vacation days without the express prior agreement of the Board. Administrator shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the District. All scheduling of vacation is subject to the approval of the Board.

B. Administrator shall fund 30% of the total cost of the health insurance plan that is instituted by the district for the 2011-2012 contract year. In addition, the Superintendent-High School Principal shall be entitled to fully funded Board approved vision, dental, long term disability and life insurance at two-times his annual salary (life insurance for administrator only).

The District shall not be required to remit premiums for any insurance coverage for Administrator and his eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder or third-party administrator. The terms of any contract or policy issued by any insurance company or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. Administrator is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The District, by payment and premium payments required to provide the above-described insurance coverage, shall be relieved from all liability with respect to insurance benefits.

C. If Administrator is absent from duty on account of personal illness or disability, he shall be allowed full pay for a total of twelve (12) days per contract (July 1 - June 30) year. Unused sick

leave days hereunder shall be cumulative to a maximum of one hundred (100) days for absence due to personal illness or disability of Administrator.

D. Administrator will be entitled to pay for unused sick day accumulation upon his terminating employment from the District based upon the following schedule:

Completed Years of Service in District	Amount per Unused Sick Leave Day
10 - 14.9	\$20
15 - 19.9	\$25
20 or more	\$30

If Administrator terminates employment with eighty-five (85) or more accumulated leave days each such day will be paid \$5.00 more per day above and beyond the rates set forth above. Terminating employment for purposes of this section will include resignation, death or retirement and shall exclude discharge or non-renewal

E. Administrator shall be granted two (2) personal business days per contract year (July 1 - June 30) which, if unused, shall accumulate as sick leave days. If Administrator has reached maximum sick leave accumulation, unused personal business days may be used as vacation days.

F. The district shall pay 100% of Administrator's membership dues charges to the American Association of School Administrators, the Michigan Association of School Administrators, the Michigan Negotiators Association, Michigan Association of Secondary School Principals and any other professional dues approved by Board in the district's annual budget.

G. Administrator shall be entitled to the following paid holidays: Christmas Eve, Christmas Day, New Year's Eve, New Year's Day (the day before or day after, if Christmas and New Year's fall on the weekend), Good Friday (if school is not in session), Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and the day after Thanksgiving.

6. AUTOMOBILE EXPENSE

In light of the unique nature of the professional duties of the Superintendent-High School Principal of Schools, the District will provide the Administrator with a stipend to defray expenses required for the operation of his private automobile for school business. The Superintendent-High School Principal shall receive an annual (July 1 - June 30) amount of \$2,400 for the use of his private automobile for school business. Automobile expenses shall be paid in twenty-six (26) equal installments along with salary payment. This expense will not be subject to MPERS contributions.

7. PROFESSIONAL LIABILITY

A. The Board agrees to pay the premium amount for errors and omissions insurance coverage for Administrator while engaged in the performance of a governmental function and while the Administrator is acting within the scope of his authority. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of Administrator. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions coverage. In the event that such insurance coverage cannot be

purchased in the above amounts and/or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify Administrator. In that event, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to Administrator as is authorized under MCLA 691.1408 and pursuant to Section 11a (3)(d) of the Revised School Code, or the successor provisions to those statutes.

8. EVALUATION

The Board shall evaluate and assess in writing the performance of Administrator by March 1 each year during the term of this contract. This evaluation and assessment shall be reasonably related to the position description of Superintendent-High School Principal and the goals and objectives of the District for the year in question. In the event that such evaluation reflects a rating less than an overall determination of satisfactory, the Administrator shall be given a reasonable opportunity to correct and improve upon such deficiencies or areas of insufficiency as shall then exist. By January 15 annually, Administrator shall issue a written reminder to each Board member of the date by which the performance evaluation is due.

9. TERMINATION, EXTENSION AND RENEWAL

A. The Board shall be entitled to terminate the Administrator's employment at any time during the term of this Contract for acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency or if Administrator materially breaches the terms and conditions of the Agreement.

The foregoing standards for termination of this contract during its term shall not be applicable to non-renewal of this contract at the expiration of its term, which decision is discretionary with the Board.

In the event that the Board undertakes to dismiss Administrator during the term of the contract, he shall be entitled to written notice of charges and an opportunity for a hearing before the Board. In the event of termination of employment during the term of the Agreement, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

Additionally, this Contract may be terminated during its term pursuant to a reduction in administrative personnel, as determined by the Board. The Administrator shall be given at least sixty (60) days notice of termination prior to the effective date of layoff. In the event of layoff, the Board shall have no further obligation under this Contract.

B. In the event of Administrator's mental and/or physical incapacity to perform the duties of his office, he shall be granted an initial leave of ninety (90) workdays for purpose of recovery. Administrator shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the ninety (90) work day period to be unpaid. Health plan premium payments shall be made on behalf of Administrator during this interval to the extent required by law. Upon utilizing leave under this provision, Administrator shall furnish medical certification to the Board respecting the necessity for the leave. This certification, from Administrator's health care provider, shall include:

(1) The date the serious health condition commenced and the health care provider's best medical judgment concerning the probable duration of the condition and prognosis for recovery.

(2) Diagnosis of the serious health condition.

(3) A brief statement of the regimen of treatment.

(4) An indication of whether inpatient hospitalization is required.

(5) An indication of whether or not Administrator is able to perform the essential functions of his position, with or without reasonable accommodation.

If the Board has reason to doubt the validity of the medical certification supplied by Administrator, it may require a second opinion, at Board expense.

Administrator may request a ninety (90) work day unpaid leave extension in the event of his physical and/or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is reasonable likelihood that Administrator will be able to resume his duties at the end of the extended leave interval. Medical certification shall be supplied by Administrator as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

If the Administrator is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), his employment and this Contract may be terminated at the option of the Board. However, no such termination shall occur where restoration after leave is required by the Family and Medical Leave Act.

Prior to resumption of duty after an unpaid leave of absence for a serious health condition, Administrator shall provide to the Board a fitness for duty certification from Administrator's health care provider. The Board, at its expense may require a second opinion.

C. The initial period of employment under this Contract shall be for the balance of the two-year period July 1, 2011 - June 30, 2013, effective July 1, 2011. Unless the Superintendent-High School Principal has received contrary written notice from the Board on or before July 1, 2012 this contract shall be extended on July 1, 2012 so as to have an expiration date of June 30, 2014. A similar extension shall occur each July 1 thereafter, absent contrary written notice from the Board to the Superintendent-High School Principal, so that the term of this contract shall be for two (2) years. The Superintendent-High School Principal by March 15 annually shall issue a written reminder to each Board member referencing this contract provision and specifying the deadline for notice of non-extension of contract. Failure by the Administrator to issue a written reminder shall be cause for the automatic extension to null and void. The decision to deny extension of this contract is discretionary with the Board.

D. Non-renewal of the Contract, at its expiration, shall be accomplished in accordance with the procedures specified in the Revised School Code.

10. MISCELLANEOUS

A. Administrator shall submit to such medical examinations, supply such information and execute such documents as may be required by any underwriter, policyholder or third party administrator providing insurance programs specified under the Contract. Additionally, upon request of the Board, Administrator shall authorize the release of medical information necessary to determine if Administrator is capable of performing the essential job functions required by his assignment, with or without reasonable job accommodation. Any physical or mental examination or disclosure of such information required of Administrator by the Board shall be job related and consistent with business necessity. Any medical or psychological examination under this section shall be at Board expense. Any information obtained from medical or psychological examinations or inquires shall be considered and treated as confidential.

B. This Contract of Employment contains the entire agreement and understanding by and between the Board and Administrator with respect to the employment of Administrator and no representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect. All prior agreements and predecessor contracts pertaining to, connected with, or arising in any manner out of the employment of Administrator by the Board, are hereby terminated and shall hereafter be of no force or effect whatsoever. No change or modification of the Contract shall be valid or binding unless it is in writing and signed by Administrator and the Board. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provision of this Contract at such time or at any other time.

C. If any provision of this Agreement becomes or is declared by a Court of competent jurisdiction or legislative enactment to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provisions.

This Agreement is executed on behalf of the School District pursuant to the authority granted as contained in the resolution of the Board adopted on March 14, 2011, the same being incorporated herein by reference.

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

DATE: 3/14/2011

By _____
Administrator-Neil Hufnagel

DATE: 3/14/2011

By _____
President, Fowler Board of Education

By _____
Secretary, Fowler Board of Education

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