

CONTRACT OF EMPLOYMENT

Superintendent of Schools

It is hereby agreed by and between the Board of Education of the SHEPHERD PUBLIC SCHOOLS (hereinafter "Board") and CLAIRE R. BUNKER (hereinafter "Superintendent") that pursuant to Section 1229 of the Revised School Code of the State of Michigan, the Board, in accordance with its action found in the minutes of its meeting held on the 19 day of July, 2011, has and does hereby employ said Claire R. Bunker as its Superintendent of Schools for a period commencing on August 1, 2011 and ending on June 30, 2014, according to the terms and conditions as described and set forth herein.

1. In consideration of an annual salary of \$102,000 (pro-rated) for 2011/2012 school year, \$103,500 for the 2012/2013 school year and \$104,500 for the 2013/2014 school year, said Superintendent agrees to perform faithfully the duties of the Superintendent of Schools. The pro-rated salary for the period commencing August 1, 2011 and ending June 30, 2012 is \$93,793.10. The annual salary shall be paid in 26 equal installments.

2. The Board hereby retains the right to adjust the annual salary of the superintendent during the term of her contract, said salary adjustment not to reduce the annual salary below the figure stated above. Any adjustment in salary made during the life of this contract shall be in the form of an amendment and shall become a part of this contract. Salary adjustments, if any, shall be in accordance with section 1250 of the Revised School Code.

3. The performance of the Superintendent shall be evaluated annually by the Board not later than March 1. Evaluation criteria and an evaluation process shall be established by the Board, upon advice and consultation with the Superintendent.

4. Superintendent represents that she possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Department of Education, to serve in the position of Superintendent of Schools. If at any time superintendent fails to maintain all certificates, credentials and qualifications for the position of Superintendent of Schools as required herein, this contract shall automatically terminate and the Board shall have no further obligations hereunder.

5. The Superintendent agrees to devote her skill, efforts and responsibilities toward fulfilling all duties assigned. The Superintendent shall be employed on a basis of fifty-two (52) weeks per year (July 1 - June 30) as scheduled by the Board of Education. The Superintendent shall be granted vacation time of twenty (20) days per fiscal year, which days shall be non-accumulative. The Superintendent shall schedule utilization of vacation so as to minimize interference with the proper operation of the school district. The following days shall be considered paid non-work holidays for the Superintendent: New Years Day; Memorial Day; Good Friday (if school is not in session); Fourth of July; Labor Day; Thanksgiving Day and day after; December 24th; Christmas Day and the days between Christmas and New Year's Day. The Superintendent shall be granted 3 personal days per year. They are non-accumulative, but will be converted to sick leave if they are not used.

6. The Superintendent agrees to perform faithfully those duties directed by the Board and to obey and fulfill the regulations, rules and directives established by state law and the Board of Education and to carry out the educational programs and policies of the School District during the entire term of this Agreement. The Superintendent shall comply with directions of the Board of Education and shall use her best efforts to improve and extend the efficient operation of the School District.

7. The Board shall be entitled to terminate Superintendent's employment at any time during the term of this contract for reasons which are not arbitrary or capricious, such as acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetence, or if the Superintendent materially breaches the terms and conditions of this Agreement. In the event that the Board undertakes to dismiss the Superintendent during the term of this contract, she shall be entitled to written notice of charges and an opportunity for a hearing before the Board. At such hearing, the Superintendent may have legal counsel, at her own expense. In the event of termination of employment during the term of this Agreement, this contract shall automatically terminate and the Board shall have no further obligations hereunder. This contract may be either non-renewed at its conclusion or non-extended during its term at the discretion of the Board.

In the event of the Superintendent's mental and/or physical incapacity to perform the duties of her office, she shall be granted an initial leave of ninety (90) work days for purpose of recovery. The Superintendent 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 the Superintendent during this interval to the extent required by law. Upon utilizing leave under this provision the Superintendent shall furnish medical certification to the Board respecting the necessity for the leave. This certification, from the Superintendent's health care provider, shall include:

- (a) 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.
- (b) An indication of whether or not the Superintendent 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 the Superintendent, it may require a second opinion, at Board expense.

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

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

8. The Superintendent agrees that she shall not be deemed to be granted continuing tenure in the position of Superintendent or in any capacity other than that as a classroom teacher (provided the probationary period for tenure as a teacher is fulfilled) by virtue of this contract or any employment assignment within the school district. Nor shall the failure of the Board to continue to re-employ such employee in any capacity, other than as a classroom teacher, be deemed a breach of this Agreement or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

9. The Board may require that the Superintendent have a comprehensive medical examination as may be deemed necessary or every two school fiscal years, whichever occurs more frequently. If such examination is required, a statement shall be filed with the Secretary of the Board certifying to the physical fitness and physical capability and/or mental competency of the Superintendent to perform her duties. This statement shall be treated as confidential information by the Board and the cost of said medical report will be borne by the District.

10. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third party administrator, the Board shall make premium payments on behalf of Superintendent and her eligible dependents for the following insurance programs:

- (a) Health Insurance, LTD, LIFE (\$200,000), Vision and Dental
- (b) Eighteen (18) sick days per year accumulative to a maximum of one hundred fifty (150) days.

- (c) The Board reserves the right to change the identity of the insurance carrier or policyholder for any of the above coverages, provided that comparable coverage, as determined by the Board, is maintained. Further, the Board of Education may at any time adjust insurance coverage under this contract in order to effectuate School District compliance with any applicable provisions of the Internal Revenue Code.
- (d) The Board shall not be required to pay premiums for any insurance coverage for the Superintendent and her eligible dependents if coverage is denied by the insurance underwriter or policyholder.
- (e) The Superintendent shall be eligible to be reimbursed for meals and lodging in accordance with per diem expense and reimbursement procedures as established by the Board. Any expenses to be incurred by the superintendent for any function involving overnight travel shall be submitted in advance for review and approval by the Board of Education.
- (f) With prior knowledge and approval of the Board, membership dues in professional organizations (including MASA and AASA) may be reimbursed by the Board. Further, reasonable expenses incurred in attending professional conferences related to the Superintendent's job responsibilities may be approved by the Board, upon proper prior request by the Superintendent.
- (g) The Superintendent shall be required to present an itemized account of her reasonable and necessary expenses in accordance with Board direction.

An amount equal to 10% of the insurance premium costs will be deducted from the Superintendent's pay. In the event legislation passes which limits the amount a school district can pay for insurance, requires school district employees to pay a portion of the insurance premium, or which is generally designed to provide for school districts and employees to share in the cost of insurance, requiring an increase in the employee contribution towards insurance premium costs, that legislation shall apply to this contract as of the effective date of the legislation and the application of that legislation to this contract, and the Board's insurance premium payment obligations under this contract, shall not be delayed until after the expiration date of this contract.

11. If the Superintendent serves at least eight (8) years in the Shepherd Public Schools and retires from Shepherd Public Schools under the provisions of the Michigan Public School Employee's Retirement System she shall receive a one-time retirement severance payment in the amount of three thousand dollars (\$3,000).

12. This Contract of Employment contains the entire agreement and understanding by and between the Board and the Superintendent with respect to the employment of the Superintendent and no representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect. No change or modification of this Contract shall be valid or binding unless it is in writing and signed by Superintendent 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.

13. If any provision of this Agreement becomes or is declared by a Court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provisions; provided, however, that no such severability shall be effective if it materially changes the economic benefit of the Agreement to any party.

14. 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 _____, 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: 7/19/11

Claire R. Bunker
Claire R. Bunker, Superintendent

SHEPHERD PUBLIC SCHOOLS BOARD
OF EDUCATION

Date: July 19, 2011

By: Matthew Showalter
Matthew Showalter, Its President

By: Gina L. Gross
Gina L. Gross, Its Secretary