

## SUPERINTENDENT'S CONTRACT

WHITEFORD AGRICULTURAL SCHOOLS  
6655 Consear Road  
Ottawa Lake, MI 49267

THIS AGREEMENT, made and entered into this 26<sup>th</sup> day of March, 2012 between the Whiteford Agricultural Schools Board of Education ("Board") of Whiteford Agricultural Schools, ("the District"), a governmental entity organized and existing under the laws of the state of Michigan, and Larry Shilling, (the "Superintendent") as follows:

1. **EMPLOYMENT.** The Board employs and appoints Larry Shilling as Superintendent of its schools for the duration of this agreement. Mr. Shilling agrees to perform the duties and responsibilities of Superintendent of Whiteford Agricultural Schools during the term of this agreement in accordance with the terms and conditions set forth within.
2. **TERM.** Unless terminated pursuant to paragraph 9, this Agreement shall remain in full force and effect from July 1, 2012 through and including June 30, 2015. This Agreement is based on a 260 day work year.
3. **DUTIES.** The Superintendent agrees to perform duties of Superintendent in a competent and professional manner in accordance with the established policies and regulations of the Board of Education and the laws of the State.

The Superintendent shall serve as chief executive officer of the Board. He shall be entitled to:

- a. Present his recommendation to the Board on any subject under consideration by said Board;
- b. Attend each meeting of the Board;
- c. Serve as an ex-officio member of each committee established by the Board.

The Superintendent shall have complete freedom to organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, which in his judgment best serves the District. The responsibility for selection, placement, and transfer of personnel shall be vested in the Superintendent subject to approval by the Board and in compliance with the laws of Michigan. The Board, individually and collectively, shall refer promptly all criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendation.

4. **BASE COMPENSATION.** The Board agrees to pay the Superintendent for his services during each year of said contract in 26 equal installments. Salary for 2012-2013 will be \$96,000. Salary for 2013-2014 and 2014-2015 will be subject to negotiation.
  - a. **Tax Sheltered Annuity.** On behalf of the Superintendent, the Board shall contribute an annual amount of \$2,500 to a District approved tax sheltered annuity vendor of his choice to be paid in 12 monthly installments throughout the fiscal year. It is understood the annual \$2,500 annuity payment does not become the base compensation and will be prorated should the Superintendent's employment be terminated at any time prior to the end of the fiscal year.
5. **FRINGE BENEFITS** – Leave privileges, insurance and fringe benefits shall be as follows:
  - a. The Board shall provide to the Superintendent full family medical, dental and vision insurance, which will include:

- i. MESSA Choices II health insurance, with the employee taking this coverage contributing \$30 per month toward the premium cost.

The \$30 monthly premium contribution shall be automatically payroll deducted from the employee's pay on a pre-tax basis through a qualified Internal Revenue Service Section 125 Plan and a Salary Reduction Agreement.

This coverage will include the MESSA Choices II RX \$10/\$20 Prescription Co-Pay; a \$10 office visit co-pay and a \$200/\$400 annual deductible. The \$200/\$400 annual deductible (January-December) is reimbursable to the employee tax free, provided that the request for reimbursement is submitted within 60 days of processing date indicated on the MESSA Explanation of Benefits form as proof of payment. Reimbursement for the \$200/\$400 deductible will occur within thirty (30) days of submission for reimbursement request. The aforementioned insurance coverage is subject to change at any time.

Employees who do not require health insurance will be provided a monthly sum equal to the single subscriber premium for health insurance.

- ii. Delta Dental dental insurance coverage.
- iii. MESSA VSP-3 vision coverage.

The aforementioned insurance coverage is subject to change at any time on the same basis as changed for other administrative staff. The Board reserves the right to obtain coverage for the insurance benefits through carriers appointed by the Board.

- b. The Superintendent shall be provided with a long-term disability policy, which provides income protection at 66 2/3% of the normal monthly earnings to a maximum benefit of \$2,500 per month.
- c. The Superintendent, if insurable, shall be provided with a term life insurance policy with a face value of one and one-half (1 1/2) times his annual salary.
- d. The Superintendent shall be entitled to 20 days of vacation each year, at a time mutually agreeable to both parties. The maximum number of vacation days to be carried over to the following year will be the balance at June 30 or a maximum of thirty (30) days. Vacation days shall be approved in advance by President of the Board. Payment may not be taken in lieu of vacation. Upon termination of employment, unused vacation days will be paid at the daily per diem rate.
- e. The Superintendent will be provided thirteen (13) sick days per year, which can be used for personal or family illness. Family is defined as spouse, child, stepchild, and/or parents. The maximum number of sick days to be carried over to the following year will be the balance at June 30 or a maximum of sixty (60) days. The Superintendent will be reimbursed for any unused sick days at the time of his retirement/resignation at the rate of \$35.00 per day. This sum will be paid in monthly installments of \$500.00. The monthly installment payment will be paid to the Whiteford Agricultural Special Pay Plan (403b).
- f. The Superintendent shall receive three (3) personal days per fiscal year which shall be used for family needs and/or personal business. Unused personal business days will be added to sick leave accumulation subject to the maximum carry-over stipulated in item (e) above.
- g. Bereavement leave will be granted, up to three days per occurrence without limit, in the event of a death in the immediate family of the employee. Immediate family will be defined as spouse, child, parents, siblings, parents-in-law, brother-in-law, sister-in-law, grandparents, and

grandchildren. The Board may require proof of relationship. This leave will not be charged to the employee's sick leave account.

- h. All vacation days, personal leave, sick leave, family illness and bereavement leave will be calculated to the quarter hour.
- i. In the event of the death of the Superintendent or of a Superintendent receiving terminal reimbursement payments, the beneficiary or estate of the Superintendent may elect one of the following options through the Whiteford Agricultural Special Pay Plan (403b):
  - 1. In monthly installments of \$400.
  - 2. In a lump sum which will be issued within (30) days of the employee's death.
- j. When the Superintendent is subpoenaed for jury duty, leave pay will be granted in a sum to equal the difference between the Superintendent's jury stipend and the Superintendent's regular salary providing:
  - 1. The Superintendent notifies the President of the Board of Education immediately upon being notified that he or she will have jury duty.
  - 2. The President of the Board of Education or the Superintendent cannot arrange to have the Superintendent excused.
- k. The Board shall reimburse the Superintendent, at the established Internal Revenue Service allowable rate for each mile traveled on school related business. In addition, the Board shall pay the Superintendent a monthly car allowance of ninety dollars (\$90.00).
- l. The Board shall pay the Superintendent a monthly cell phone allowance of fifty dollars (\$50.00) for use of personal cell phone to conduct school business.
- m. The Board shall reimburse the Superintendent for all reasonable and customary expenses incurred by the Superintendent in the performance of his duties. Said itemized expenses shall be approved by the President of the Board.
- n. The Board shall pay dues for the Superintendent for membership in appropriate state and national organizations.
- o. The Superintendent may attend appropriate professional meetings at the local, state and national levels and shall be reimbursed for his itemized expenses in connection therewith and for any other reasonable and customary out-of-pocket itemized expenses incurred on behalf of the Board. The expenses must be approved in advance by the President of the Board.
- p. The Superintendent shall receive the following holidays off with pay:

Independence Day	New Year's Eve	<i>*When included as part</i>
Labor Day	New Year's Day	<i>of the school calendar</i>
Thanksgiving Day	*Martin Luther King Jr. Day	
Day after Thanksgiving	*Presidents' Day	
Christmas Eve	Good Friday	
Christmas Day	*Monday after Easter	
Day after Christmas	Memorial Day	

- 6. **EVALUATION.** On or before March 15th of each year, the Board shall provide the Superintendent, in writing, an evaluation of his performance during the previous year. The evaluation instrument shall

be mutually agreeable to both the Board and the Superintendent. The Superintendent shall notify the Board of the deadline by February 1.

7. **AGREEMENT EXTENSION.** The Board shall annually, on or before March 31 during each year of this Agreement, take official action determining whether or not the Agreement is extended for an additional year and notify the superintendent of its action in writing. If no action is taken by the board, the Agreement shall be deemed to have not been extended for an additional year.
8. **AGREEMENT NON-RENEWAL.** The Board specifically reserves the right to not renew this Agreement or any extension of the Agreement regardless of cause or reason. Pursuant to Section 1229 of the Revised School Code, if the Board of Education intends to let the Superintendent's Agreement expire, it must provide the Superintendent with written notification of the board's decision not to renew the Agreement at least ninety (90) days prior to the Agreement's expiration date. If the board does not comply with this requirement, the Superintendent's Agreement is automatically renewed for an additional one (1) year period.
9. **TERMINATION PROVISIONS.** The Board shall be entitled to terminate the Superintendent's Agreement at any time during its term for acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetence, inefficiency, if the Superintendent materially breaches the terms and conditions of this Agreement, or for any other reason which is not arbitrary and capricious. No discharge shall be effective until written charges have been served upon him and he shall have an opportunity for a fair hearing before the Board after ten (10) days notice in writing. Said hearing shall be public or private at the option of the Superintendent. At such hearing, he may have legal counsel at his own expense. In the event of termination of employment during the term of this Agreement, this Agreement shall automatically terminate and the Board shall have no further obligation hereunder, except that any monies earned prior to termination shall be paid to the Superintendent.
10. **TENURE.** The Superintendent agrees that he shall not be deemed to be granted continuing tenure in such capacity or in any other capacity other than that of a classroom teacher. Nor shall the decision of the Board not to continue or renew the employment of the Superintendent for any subsequent period in any capacity, other than a classroom teacher as may be required by tenure law, be deemed a breach of this Agreement or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.
11. **LIABILITY INSURANCE CLAUSE.** The Board shall provide public liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgments resulting from actions taken or decisions made within the scope of his authority and the term of his employment during the term of this agreement. The Superintendent shall give the Board written notice of the nature of any such claim and the Superintendent shall fully cooperate with the Board in the defense. The Superintendent may, at his own expense, employ counsel to assist in such defense. This provision is subject to the Superintendent acting in accordance with the laws and in a prudent and reasonable manner.
12. **ASSIGNMENT.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by either party.
13. **ENTIRE AGREEMENT.** This Agreement constitutes the sole and entire existing agreement between the parties. It supersedes and cancels all prior agreements. This agreement is voidable pursuant to the provision of the Revised School Code pertaining to criminal history background checks and unprofessional conduct checks. In order to be valid and binding, all changes, modifications or amendments to this Agreement shall be in writing, approved by the Board of Education and by the Superintendent.
14. **GOVERNING LAW.** This Agreement is governed by the laws of the state of Michigan.

15. **AUTHORITY.** Each party signing this Agreement on behalf of either party individually warrants that he/she has full legal authority to execute this Agreement on behalf of the party for who he or she is signing and to bind and obligate to all provisions within this Agreement.

This agreement shall remain in effect from the effective date below until such future time it is changed in part or in whole by mutual agreement of both parties.

DATED THIS 26<sup>th</sup> DAY OF March 2012

Hans Busch  
President, Board of Education

Don Martz  
Vice President, Board of Education

Paul Miller  
Secretary, Board of Education

Michelle Long  
Treasurer, Board of Education

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Trustee, Board of Education

Christine A. Bischoff  
Trustee, Board of Education

Rob Aulyshe  
Trustee, Board of Education

[Signature]  
Superintendent

**Superintendent  
2012-2013  
Contract Amendment**

The Whiteford Board of Education and Superintendent agree to implement a change in the **salary for the 2012-2013 year** as follows:

Current Language:

Salary for 2012 - 2013 will be \$96,000.

New Language:

Salary for 2012 - 2013 will be \$94,080 (2% reduction in salary)

Should contract negotiations with the WEA result in a more positive factor than a 2% reduction in wages, the superintendent's salary will be adjusted to the level of the WEA settlement.

Holly Bennett

For the Board of Education

4-16-12

Date

C. P. Sore

Superintendent

5/17/12

Date

**SUPERINTENDENT  
2012 - 2013  
Contract Amendment**

The Whiteford Board of Education and Superintendent agree to implement a change in health insurance coverage as follows:

Current language:

MESSA Choices II health insurance, with the employee taking this coverage contributing \$30 per month toward the premium cost.

The \$30 monthly premium contribution shall be automatically payroll deducted from the employee's pay on a pre-tax basis through a qualified Internal Revenue Service Section 125 Plan and a Salary Reduction Agreement.

This coverage will include the MESSA Choices II RX \$10/\$20 Prescription Co-Pay; a \$10 office visit co-pay and a \$200/\$400 annual deductible. The \$200/\$400 annual deductible (January-December) is reimbursable to the employee tax free, provided that the request for reimbursement is submitted within 60 days of processing date indicated on the MESSA Explanation of Benefits form as proof of payment. Reimbursement for the \$200/\$400 deductible will occur within thirty (30) days of submission for reimbursement request. The aforementioned insurance coverage is subject to change at any time.

Employees who do not require health insurance will be provided a monthly sum equal to the single subscriber premium for health insurance.

New Language:

MESSA Choices II Health Insurance: This coverage will include the MESSA Choices II Saver RX Prescription Co-Pay; \$20 office visit co-pay and a \$500/\$1000 annual deductible; or MESSA ABC HSA Plan 1 with a \$1250/\$2500 deductible. The Board contribution toward the monthly premium will be "hard cap" amounts pursuant to Public Act 152 of 2011 for medical/health insurance coverage only (not including Dental, Negotiated Life, LTD or Vision), which are currently:

\$15,000 annually (\$1,250.00 monthly) for full family  
\$11,000 annually (\$916.67 monthly) for individual and spouse/individual and child  
\$5,500 annually (\$458.33 monthly) for single person

The employee shall contribute through automatic payroll deduction any cost above the "hard caps" to pay the premium cost in full effective July 1, 2012. The \$30 monthly premium contribution shall no longer be deducted effective July 1, 2012.

The aforementioned insurance coverage is subject to change at any time.

Employees who do not require health insurance will be provided a yearly sum of \$5,500 (\$458.33/monthly).

These coverage changes are effective August 1, 2012.

Holly Bunsu  
For the Board of Education

7-9-12  
Date

[Signature]  
Superintendent

7/12/12  
Date