

## LETTER OF AGREEMENT

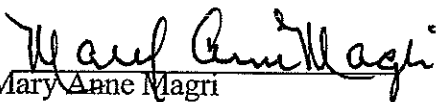
### **Ann Binienda and the Carsonville – Port Sanilac Board of Education**

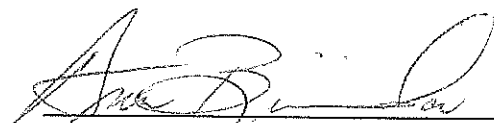
Ann Binienda will be employed under an "At Will" contract as Superintendent of Schools for the Carsonville – Port Sanilac School District for the expected period of July 1, 2011 through June 30, 2014.

The following information will determine the work schedule and compensation during the July 1, 2011 through June 30, 2014 time period:

- A. Flexible schedule based on District needs to include:
  - 1. 225 days at  $\frac{1}{4}$  time (2 hours per day)
  
- B. Compensation for services
  - 1. July 1, 2011 – June 30, 2014  
\$120 per quarter day
  - 2. To be paid in bi-weekly installments
  - 3. Expenses incurred at Board approved conferences and/or in-services outside the District
  - 4. An "Errors and Omission" Insurance Policy
  - 5. There will be no pay for days listed in the school calendar as holidays
  - 6. Cell phone allowance of \$100.00 per month or paid by the district (Superintendent Choice)
  - 7. A Group Life Insurance Policy for \$30,000 for 2011-2014

Signed:

  
Mary Anne Magri  
CPS Board President

  
Ann Binienda  
CPS Superintendent

Date:

3/25/11

RECEIVED JUL 20 2012

# Thumb Educational Services

## CONTRACT MANAGER AGREEMENT

### SALARY POSITION

THIS AGREEMENT entered into this 24 day of ~~February~~ MARCH, 2011, by and between THUMB EDUCATIONAL SERVICES, INC., a Michigan Corporation, of 5147 N. Van Dyke, Kinde, Michigan 48445 (T.E.S. ), and Ann Binienda of 6440 E. Sanilac, Carsonville, MI 48419 (Employee).

WHEREAS, T.E.S. has entered into a contract service agreement with Carsonville – Port Sanilac School District (District) to provide contract management services for the 2011-12; 2012-13; 2013-14 terms; and

WHEREAS, Employee is qualified and willing to provide to the district on behalf of T.E.S. such services subject to the terms and conditions of this agreement.

NOW, THEREFORE, In consideration of the mutual promises and covenants contained herein, the parties herein agree as follows:

1. **SERVICES PROVIDED** Employee agrees to provide contract management services in the area of Director of Human Resources on behalf of T.E.S. to the district in accordance with the terms and conditions of this agreement.
2. **TERM** The term of this agreement shall commence on July 1, 2011 and terminate on June 30, 2014.
3. **EMPLOYMENT RELATIONSHIP** Employee acknowledges and agrees that his/her employment with T.E.S. is an "at will" relationship allowing T.E.S. to terminate such employment at any time, for whatever reason, and without notice given.
4. **WAGES AND BENEFITS** As consideration for services provided by Employee, T.E.S. agrees to pay Employee the sum of \$40,200 for 2011-12 (\$41,800 for 2012-13) (\$43,400 for 2013-14) payable in accordance with the following schedule: Bi-Weekly. First pay is July 15, 2011 (July 13, 2012) (July 12, 2013).  
  
Employee acknowledges and agrees that said salary is based on the performance of 130 one-fourth days and 95 three-fourth's days workdays, for a total of 225 days on the location, annually, throughout the term of this agreement. Employee's absence in excess thereof shall result in a reduction of \$96.87 per one-fourth day and \$290.59 per three-fourth day, (\$100.72 and \$302.16) (\$104.58 and \$313.74) Said adjustment to be made by T.E.S. on the last bi-weekly installment due June 29, 2012 (June 28, 2013) (June 27, 2014) under this agreement.
5. **REIMBURSABLE EXPENSES** Employee shall be reimbursed for actual expenses incurred while acting for and on behalf of the district, provided Employee receives prior approval.
6. **COMPLIANCE WITH DISTRICT RULES/REGULATIONS** Employee agrees that in the performance of his/her services for and at the district, that he/she shall comply with all published and applicable work rules and regulations of the district.
7. **RECORDKEEPING** For each monthly period during the contract term, Employee shall complete and furnish to the district a "days worked" ledger.
8. **TERMINATION** In the event Employee is terminated from this employment by T.E.S. during the term of this agreement, T.E.S. agrees to compensate Employee for services rendered up to and including the date of termination.

  
(Employee)

by   
THUMB EDUCATIONAL SERVICES, Inc.

CPS DISTRICT CONTRACT - SUPERINTENDENT

B

COPY

2011 - 12	225 DAYS (1/4)	\$120 PER 1/4 DAY	\$27,000
2012 - 13	225 DAYS (1/4)	\$120 PER 1/4 DAY	\$27,000
2013 - 14	225 DAYS (1/4)	\$120 PER 1/4 DAY	\$27,000

CPS CONTRACT - HUMAN RESOURCES DIRECTOR

2011 - 12	130 DAYS (1/4)	\$96.87 PER 1/4 DAY	\$12,593	
	95 DAYS (3/4)	290.59 PER 3/4 DAY	\$27,607	
		TOTAL	\$40,200	27,000
	TES FEE 15.90%		6,392	67,200
	CPS CONTRACT TOTAL COST		46,592	
2012 - 13	130 DAYS (1/4)	100.72 PER 1/4 DAY	\$13,094	
	95 DAYS (3/4)	302.16 PER 3/4 DAY	\$28,706	
		TOTAL	\$41,800	27,000
	TES FEE 15.90%		6,646	68,800
	CPS CONTRACT TOTAL COST		48,446	
2013 - 14	130 DAYS (1/4)	\$104.58 PER 1/4 DAY	\$13,595	
	95 DAYS (3/4)	313.74 PER 3/4 DAY	\$29,805	
		TOTAL	\$43,400	27,000
	TES FEE 15.90%		6,900	70,400
	CPS CONTRACT TOTAL COST		50,300	