

SUPERINTENDENT OF SCHOOL CONTRACT

SHIAWASSEE REGIONAL EDUCATION SERVICE DISTRICT 1025 N. Shiawassee Street Corunna, Michigan 48817

THIS AGREEMENT, entered into this 25th day of June, 2012, between the Shiawassee Regional Education Service District Board of Education, hereinafter called the "Board" and David E. Schulte, as Superintendent of Schools, hereinafter called "Administrator."

1. The Board agrees to employ the Administrator as its Superintendent for the three years from June 28, 2012 to and including June 30, 2015.
2. The above-named Administrator represents that he holds all certificates and credentials required by law and by the District to accept this administrative position.
3. The Administrator agrees to perform the duties of a Superintendent of Schools in a competent and professional manner in accordance with the established Job Description, subject to the established policies and regulations of the Board of Education and the laws of the State.
4. The District agrees to pay the Administrator the sum of \$138,500 as annual salary for each of the three years covered under the terms of this contract. Said sum shall be paid in 26 bi-weekly installments per annum. In addition, the Administrator may make elective deferrals to the tax-sheltered annuity contract or custodial account designated by the Employee. Such elective deferrals shall not exceed the maximum amount permitted under Internal Revenue Code Sections 402(g) and 415.

The Superintendent shall have included as a part of his compensation package an annual sum of not less than \$10,000 school year and be placed in an approved 403b(7) "Employer Contribution Plan" as written and on file in the district business office.

The Administrator will be evaluated annually no later than March 1, in accordance with established Board policies and procedures. Salary consideration for each year will be determined no later than the 1st Monday in June in each of the years 2013, 2014, and 2015. In no event, however, will the Administrator's salary be reduced from one year to the next.

5. The Administrator shall minimally receive all other compensation, benefits and all leaves routinely afforded to any other district administrative staff member on a comparable work schedule, except to the extent modified herein. For the 2012-13 school year, the administrator shall also be credited with 100 days of sick time accrued in previous position with the organization.

The District shall provide for all auto-related expenses, subject to the federal use tax guidelines related to personal use.

Beginning with the 2012/13 school year, the Superintendent shall be paid for unused accumulated sick leave days at twenty-five (25%) percent of his current daily per diem rate upon retirement. After three consecutive years of positive evaluations, the Superintendent shall have that reimbursed daily per diem rate increased annually at five (5%) percent until reached and capped at fifty (50%) percent. The accumulated sick leave days shall also be capped at one-hundred and twenty (120) days.

The Superintendent agrees to have a comprehensive medical examination once every year. A statement certifying to the physical competency of the Superintendent shall be submitted to the President of the Board of Education and shall be treated as confidential. The cost of said physical examination and reports shall be paid by the district.

The Administrator is encouraged to attend and participate in state and national conferences he may deem necessary and appropriate.

6. This contract shall be deemed to have been renewed for a period of one year beyond its expiration date unless the Board shall have given written notice to the contrary to the Administrator ninety (90) days prior to June 30 each year of this contract in which case reasons for non-renewal shall be given; and opportunity provided for the Administrator to meet with the Board to discuss the reasons for non-renewal of the contract if requested.
7. It is mutually understood and agreed that this contract does not confer tenure upon the Administrator in the above described position or any other administrative position in the district.
8. The Board shall be entitled to terminate the Administrators employment at any time during the term of this contract for Acts of Morale Turpitude.
9. The district agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual capacity, or in his official capacity as an agent and employee of the District, provided the incident arose while the Superintendent was legally acting within the scope of his employment.
10. Board shall provide liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgment results from him legally functioning as Superintendent and will reimburse him for any portion of such expense and judgments not covered by insurance. In no case will individual Board members be considered personally liable for indemnifying

the Superintendent against such demands, claims, suits, actions, and legal proceedings.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this _____ day of _____, 2012.

BOARD OF EDUCATION OF THE SCHOOL
DISTRICT OF
Shiawassee Regional Education Service District
Shiawassee County, Michigan

President, Timothy H. Atkinson

Vice-President, Thomas F. Atherton

Treasurer, Cathy Mulholland

Secretary, Dennis Henige

Trustee, Michael Rexin

Administrator, David E. Schulte

Date Signed

6/11/2012
Pbk:Contracts/David Schulte