



CLARE-GLADWIN  
REGIONAL EDUCATION SERVICE DISTRICT  
*Excellence in Education Services*

**CONTRACT OF EMPLOYMENT**

**SCHOOL SUPERINTENDENT**

It is hereby agreed by and between the Board of Education of the Clare-Gladwin Regional Education Service District (hereinafter "Board") and Sheryl L. Presler (hereinafter "Superintendent") that, pursuant to Section 1229(1) and 623(1)(b) of the Revised School Code, the Board, in accordance with its action found in the minutes of its meeting held on the 5<sup>TH</sup> day of MAY 2013, has and does hereby employ the said Sheryl L. Presler for a period commencing on July 1, 2013, and ending on June 30, 2016, according to the terms and conditions as described and set forth herein as follows:

1. Superintendent shall perform the duties of Superintendent as prescribed by the Board and as may be established, modified, and/or amended from time to time by the Board. Superintendent acknowledges the ultimate authority of the Board with respect to her responsibilities and directions related thereto.
2. Superintendent represents that she possesses, holds and will maintain all certificates, credentials, and qualifications required by law, including the regulations of the Michigan Department of Education, and those required by the Board to serve in the position assigned. Should the Board establish new qualifications for the position of Superintendent, it shall give reasonable advance notice of those standards to the Superintendent so that she may attain compliance. Additionally, the Superintendent agrees as a condition of her continued employment, to meet all continuing education requirements for the position assigned, as may be required by law and/or by the Michigan State Board of Education. If at any time the Superintendent fails to maintain all certificates, credentials, continuing education requirements, accreditation standards, and/or qualifications for the position of assigned, this Contract shall automatically terminate, and the Board shall have no further obligation hereunder.
3. Superintendent agrees to devote her talents, skills, efforts, and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Superintendent agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, the Superintendent agrees to comply with and fulfill all responsibilities and duties required by state and federal law and implementing regulations and to comply with policies, regulations, and directives of the Board in carrying out the educational programs and policies of the Regional Education Service District during the entire term of this Contract. The Superintendent pledges to use her best efforts to maintain and improve the quality of the operation of the Regional Education Service District and constantly promote efficiency in all areas of her responsibility.
4. A. Superintendent shall be paid at an annual (i.e. twelve month) salary rate of not less than \$116,000 in consideration of her performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board. The annual salary shall be paid in twenty-six (26) bi-weekly installments.

4. B. Longevity - After fourteen (14) years' experience, ten (10) of which shall be with the Clare-Gladwin Regional Education Service District, the Superintendent shall qualify for an additional salary increment of \$1,500.00. Longevity may be paid bi-weekly or in a lump sum at the Superintendent's discretion. The Superintendent's intent on longevity payment shall normally be made ten (10) working days prior to July 1. After the completion of nineteen (19) years' experience, fifteen (15) of which shall be with the Clare-Gladwin Regional Education Service District, the Superintendent shall qualify for an additional flat rate payment of \$350.00 added to the longevity.
  - C. A stipend to be determined by the Board will be paid if one predetermined measureable annual goal, approved by the Board, is achieved. No stipend will be paid if that goal is not achieved. The stipend will be .5% of the previous year's salary (the year in which the goal was attained). This stipend will be paid in the first paycheck in August after the fiscal year in which the goal was attained. If requested by the employee, the CGRESD shall make a one-time lump sum contribution to a 403(b) account in the employee's name held with a vendor on the District's approved vendor list.
  - D. The Board hereby retains the right to increase the salary of Superintendent during the term of this Contract. Any increase in salary made during the term of this Contract shall be in the form of a written amendment, and, when executed by the Superintendent and the Board, shall become a part of this Contract.
5. A. Superintendent is employed on the basis of a fifty-two (52) weeks of work per Contract year (July 1 - June 30) as scheduled by the Board.
  - B. The Superintendent shall be granted vacation time of twenty (20) days per Contract Year. Vacation days must be used by September 1 of the Contract year following the Contract year in which they are earned. Superintendent shall not receive any additional compensation in lieu of use of vacation days. Superintendent shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the District. The Board President shall be notified of vacation taken out of state.
  - C. Illness - Seven (7) sick days added as of July 1, and seven (7) sick days added as of January 1, annually, accumulative to a maximum of 1040 hours (130 sick days). Personal sick days may be taken for the following reasons and subject to the following conditions:
    1. Personal Illness or Disability - The Superintendent may use all or any portion of her leave to recover from her own illness or disability.
    2. Other Deaths - The Superintendent may take eight (8) hours sick time per death to attend the funeral of any person.
    3. Medical or Nursing Care - The Superintendent may take eight (8) hours sick time to make arrangements for medical or nursing care for a member of her immediate family. Immediate family shall be interpreted as spouse, mother, father, brother, sister or children.

- C. 4. Illness of the Immediate Family - The Superintendent may take a maximum of thirty-two (32) hours sick time per illness. Immediate family shall be interpreted as spouse, mother, father or children.
5. In case of death or retirement, provided the Superintendent has ten (10) years of service in the District, any unused sick leave shall be paid in a lump sum to the Superintendent or her beneficiary named by the Superintendent. Such payment shall be computed by multiplying one-half of the number of accumulated unused sick days by the Superintendent's daily rate at the time of death or retirement. The payment shall not exceed \$2,500.
- D. Death in the Immediate Family – The Superintendent may take a maximum of forty (40) hours per death not to be charged to sick time. Immediate family shall be interpreted as spouse, mother, father, brother, sister, children, father-in-law and mother-in-law.
- E. Personal Business Days - At the beginning of each school year the Superintendent shall be credited with twenty-four (24) hours to be used for the Superintendent's personal business. A personal business day may be used for any purpose at the discretion of the Superintendent. Any unused personal time remaining as of June 30<sup>th</sup> will be converted to sick time.
- F. The Superintendent is entitled to the following observed office holidays:
- |                         |                      |                |
|-------------------------|----------------------|----------------|
| 4 <sup>th</sup> of July | Day before Christmas | New Year's Day |
| Labor Day               | Christmas Day        | Good Friday    |
| Thanksgiving            | Day after Christmas  | Memorial Day   |
| Day after Thanksgiving  | New Year's Eve Day   |                |
6. Upon acceptance of written application by the insurance, Superintendent and/or carriers, the Board shall contribute toward premium payments for Superintendent as follows:
- A. The Board shall provide limited premium contributions toward the purchase of MESSA PLAN ABC HEALTH HSA or a comparable health insurance plan. No retroactive benefits.
- As of January 1, 2013, the District accepts the full responsibility for the health insurance costs up to the limits noted below. Superintendent will be responsible for the difference between the insurance rates and the Board contribution limits through payroll deduction. The state-approved hard caps, adjusted each year per the state, will be paid:
- \$15,525.00 for full family
  - \$11,385.00 for two-person
  - \$ 5,692.50 for one-person
- Cash in Lieu of Benefit: Three hundred dollars (\$300.00) per month if Superintendent elects not to take health insurance.
- B. SET/SEG Dental Plan – Self-Funded
- C. SET/SEG Vision Plan – Self-Funded

- D. Short Term Disability Insurance – 60% of Earnings to a maximum of \$600 per week for 9 weeks. Commencing after 31 consecutive days of disability.
- E. Long Term Disability Insurance – 66 2/3% of maximum covered monthly earnings of \$6,000 up to a maximum benefit of \$4,000 per month. Commencing after 90 days.
- F. Term Life Insurance – Two (2) times the Superintendent annual salary with a maximum benefit of \$200,000.
- G. The Board reserves the right to select and to change insurance carriers.

The Superintendent may elect other insurance options that may be available under the terms and rules of the carrier/insurance underwriter, provided that such options are at no expense to the Board.

- 7. Superintendent's performance shall be evaluated by the Board annually, not later than March 1 each year.
- 8.
  - A. The Board shall be entitled to terminate the Superintendent's employment at any time during the term of this Contract for acts of moral turpitude, misconduct, dishonesty, fraud, insubordination or incompetency or if the Superintendent materially breaches the terms and conditions of the Agreement. The Superintendent shall also be subject to discharge at any time during the term of this Contract for any reason that is not arbitrary and capricious. No discharge shall be effective until written charges have been served upon her and she has 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, she may have legal counsel at her own expense.
  - B. The foregoing standards for termination of this Contract during its terms shall not be applicable to non-renewal of the Contract at the expiration of its term, which decision is discretionary with the Board of Education.
- 9. In the event of a dispute between the parties relating to any provision of the Contract, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this Contract, the parties hereby agree to submit such to binding arbitration. Such arbitration shall be conducted under the labor arbitration rules of, and administered by, the American Arbitration Association. The arbitrator's fee and the expense of the American Arbitration Association shall be shared equally by the parties. All parties are entitled to have representation of their own designation; however each party shall be responsible for the costs of such respective representation.
- 10.
  - A. 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 (or its designee) respecting the necessity for the leave.

- B. The Superintendent may request 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 for any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.
  - C. If the Superintendent is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), her 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.
  - D. Prior to resumption of duty after any 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, unless the securing of the second opinion in this context is precluded by the Family and Medical Leave Act.
11. Superintendent agrees that she shall not be deemed to be granted continuing tenure in the position assigned or in any capacity other than that of a classroom teacher, should the probationary period required for tenure as a teacher be fulfilled, by virtue of this Contract of any employment assignment with the Clare-Gladwin Regional Education Service District. 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 as a classroom teacher, as may be required by the Teacher's Tenure Act, be deemed a breach of this Contract or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.
12. Superintendent shall submit to such medical examinations, supply such information, and execute such documents as may be required by any underwriter, policyholder, or third party Superintendent providing insurance programs specified under this Contract. Additionally, upon request of the Board, the Superintendent shall authorize the release of medical information and shall submit to physical and/or psychological examinations as are necessary to determine if the Superintendent is capable of performing the essential job functions required by her assignment, with or without reasonable job accommodation(s). Any physical or mental examination or disclosure of such information required of the Superintendent 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 inquiries shall be considered and treated as confidential.
13. Superintendent shall be eligible to be reimbursed for travel, meals, and lodging in accordance with per diem expense and reimbursement procedures established by the Board. Any expense to be incurred by the Superintendent for out-of-state travel shall be submitted in advance for review and approval by the Board. Superintendent shall be required to present an itemized account of her reasonable and necessary expenses in accordance with direction of the Board or its designee.

14. Subject to express approval by the Board, the fees and dues for membership in appropriate professional organizations shall be paid by the Board. Subject to prior approval by the Board, the Superintendent may attend appropriate professional development meetings at the local, state, and national levels and shall be reimbursed for any registration fees, tuition, travel, lodging, and/or reasonable meal expenses for herself in relation thereto not prepaid by the Board.
15. Superintendent is encouraged to establish and maintain her actual residence and legal domicile within a 20-mile radius of the boundaries of the Clare-Gladwin Regional Education Service District for the duration of this Contract.
16. Superintendent shall be paid a travel allowance of \$400 per month to defray expenses associated with travel in the course of performing her duties for the Board. Superintendent is eligible for mileage reimbursement for miles driven in the course of performing her duties outside Clare and Gladwin Counties.
17. Superintendent shall be reimbursed (up to a maximum of \$2,400 per Contract year), by the Board, for the verified cost of tuition and textbooks incurred in connection with the successful (receiving a grade B or above) completion of appropriate administrative university credit courses.
18. The Board shall pay up to five (5%) percent of the Superintendent's previous year's salary to the Michigan Public School Retirement System Fund to purchase years or portions of years of Michigan universal service credit. One year or a portion of a year of service credit will be purchased by June each year of employment up to a total of five (5) years. This shall be considered an employer pickup contribution on behalf of the employee in lieu of contributions by the employee within the meaning of IRS Code Section 414 (h)(2).
19. The Board agrees to pay the premium amount for errors and omissions insurance coverage for the Superintendent while engaged in the performance of a governmental function and while the Superintendent is acting within the scope of her authority. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of the Superintendent. 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 and/or purchased at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify the Superintendent. In that event, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to the Superintendent to the extent authorized under Michigan Law.
20. The Superintendent and Board recognize that the Board must request and obtain a criminal history check on the Superintendent from the Criminal Records Division of the Michigan Department of State Police and also from the Federal Bureau of Investigation, pursuant to Sections 1230 and 1230a of the Revised School Code. Also, an Unprofessional Conduct check is to be provided by the previous employer, pursuant to Section 1230b of the Revised School Code.

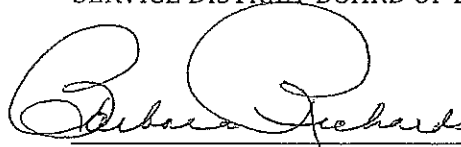
The Superintendent and Board agree that the Superintendent's employment with the Board shall be regarded as conditional until these reports have been received and reviewed by the Board. Further, the Superintendent agrees if the reports received from the Department of State Police and/or the Federal Bureau of Investigation are not the same as the Superintendent's representation(s) regarding the absence of any convictions of crimes or reports from a prior employer with respect to Unprofessional Conduct, this employment Contract is voidable at the option of the Board.

21. This Contract contains the entire agreement and understanding by and between Board and Superintendent with regard to the Superintendent's employment. No representation, promises, contracts, or understandings, written or oral, not set forth in this Contract, shall be of any force or effect. No change or modification in this Contract shall be valid or binding unless it is in writing and signed by the 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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year indicated below.

CLARE-GLADWIN REGIONAL EDUCATION  
SERVICE DISTRICT BOARD OF EDUCATION


SUPERINTENDENT

 5/20/13

Barbara Richards, President Date

 5-20-13

Sheryl L. Presler Date

  
Sue Murawski, Secretary Date

