

## CONTRACT OF EMPLOYMENT

### Superintendent of Schools

It is hereby agreed by and between the Board of Education of the Ovid-Elsie Area Schools (hereinafter "Board") and Dr. Ryan Cunningham (hereinafter "Administrator") that pursuant to Section 1229(1) of the Revised School Code, the Board in accordance with its action found in the minutes of its meeting held on the 23<sup>rd</sup> day of April, 2012, has and does hereby employ the said Administrator commencing on September 1, 2012 and ending on June 30, 2016. This contract shall be deemed to have been renewed for a period of one (1) year unless the Board shall have given written notice to the contrary prior to its renewal date each school year before July 1, in which case reasons shall be given and a hearing provided if requested. Terms and conditions of employment are described and set forth herein as follows:

1. Administrator 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. Administrator acknowledges the ultimate authority of the Board with respect to his responsibilities and directions related thereto. Administrator is subject to assignment and transfer to another administrative position of employment in the School District at the discretion of the Board.

2. Administrator represents that he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the provisions of Sections 1246 and 1536 of the Revised School Code, the regulations of the Michigan Department of Education, and those required by the Board to serve in the position assigned. Administrator agrees, as a condition of his continued employment, to meet all certification and continuing education requirements for the position assigned, as are and may be required by law and/or by the State Board of Education. If at any time Administrator fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

3. Administrator agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Administrator agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, Administrator agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board to carry out the educational programs and policies of the School District during the entire term of this Contract. Administrator agrees to devote substantially all of his business time, attention and services to the diligent, faithful and competent discharge of his duties on behalf of the School District to enhance the operation of the School District and agrees to use his best efforts to maintain and improve the quality of the programs and services of the School District.

4. Administrator shall be paid at an annual (twelve month) salary rate of not less than One Hundred Twenty Thousand Dollars (\$120,000) in consideration of his performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board.

In addition, the Board will provide as part of the Administrator's compensation, a paid 403(b) annuity in the amount of \$200 per month.

Should Administrator be assigned or transferred to another administrative position, the salary paid shall be as established by the Board for that position. The annual salary shall be paid in twenty-six (26) equal bi-weekly installments beginning with the commencement of the fiscal/contract year (July 1 - June 30).

The Board hereby retains the right to increase the annual salary of Administrator during the term of this Contract. Consistent with the provisions of Section 1250 of the Revised School Code, Administrator's job performance and job accomplishments will be significant factors in determining any adjustment to administrator's compensation. Any increase in salary made during the term of this Contract shall be in the form of a written amendment and when executed by Administrator and the Board, shall become a part of this Contract.

5. Administrator is employed on the basis of fifty-two (52) weeks of work per contract/fiscal year (July 1 through June 30) as scheduled by the Board. Administrator shall be granted vacation time of twenty days per fiscal year. Administrator shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District. A maximum of ten (10) vacation days not used within the fiscal year will be rolled over to the Administrator's leave bank. The leave bank will include accumulated vacation days and sick days.

6. Administrator's performance shall be evaluated by the Board annually prior to June 30, in accordance with the requirements and standards set forth in Section 1249 of the Revised School Code, using multiple rating categories that take into account achievement of goals set for the previous year and data on student growth as a significant factor. Should the Administrator be found to be "effective" or "highly effective" in the student growth category, the Administrator shall be entitled to a one-time payment of eighty (80) cents per student based on the first student count day.

7. The Board shall be entitled to terminate the Administrator's employment at any time during the term of this Contract when it determines that Administrator has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if Administrator materially breaches the terms and conditions of this Contract, or for other causes found to be sufficient by the Board.

The foregoing standards for termination of this Contract during its term shall not be applicable to non-renewal of this Contract at the expiration of its term, which decision is discretionary with the Board.

In the event that the Board undertakes to dismiss Administrator during the term of this Contract, he shall be entitled to written notice of charges and an opportunity for a hearing before the Board. In the event of termination of employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

8. Administrator agrees that he shall not be deemed to be granted continuing tenure in the position initially assigned or to which he may be assigned or transferred 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 or any employment assignment (requiring certification) with the School District. Nor shall the decision of the Board not to continue or renew the employment of Administrator for any subsequent period in any capacity, other than as a classroom teacher, as may be required by the Teachers' Tenure Act, be deemed a breach of this Agreement or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

9. 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 Administrator and his/her eligible dependents for enrollment in the following insurance programs:

Health insurance, Dental insurance, Term life insurance (Administrator only), Vision insurance (describe plan), and Long Term Disability insurance (Administrator only).

Administrator agrees that the Board has the right to allocate to Administrator responsibility for a portion of the premium for the insurance coverage specified in ¶ 9 of this Contract, as may be determined by the Board, in its discretion. However, this contribution shall not be less than the amount determined by the Board to be necessary to comply with the Publicly Funded Health Insurance Contribution Act, 2011 PA 152. The Board will notify Administrator of the premium amount for which he/she is responsible in excess of the Board paid premium contributions. Administrator agrees that the amount of premium contributions designated by the Board, as Administrator's responsibility shall be payroll deducted from Administrator's compensation. The Administrator is also entitled to cash in lieu of insurance at the same rate as teachers. Additionally, the Administrator shall receive the following:

- (a) Term life insurance two (2) times his annual salary.
- (b) Technology (computer and cell phone) use equivalent to Ovid-Elsie Administrators.
- (c) Car expense to conduct school business of \$200 per month.
- (d) A Board paid annuity of \$200 per month.

10. Administrator is entitled to the following holidays for which no service to the

School District is required: New Year's Eve Day, New Year's Day, Good Friday, Memorial Day, July Fourth, Friday before labor Day, Labor Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Eve Day, Christmas Day.

11. If Administrator (Superintendent) is absent from duty on account of personal illness, family illness, or disability, he shall be allowed full pay for a total of 12 days annually (July 1 – June 30) with accumulative carried over from previous year into the leave bank. Upon retirement or separation from the district, the Administrator shall be entitled to fifty percent of the Administrator's concurrent daily rate of pay as follows:

10-15 years 45 percent of accumulated leave bank  
16-20 years 55 percent of accumulated leave bank  
21-25 years 65 percent of accumulated leave bank  
26 + years 75 percent of accumulated leave bank

12. Administrator shall be eligible to be reimbursed for travel, meals and lodging in accordance with per diem expense and reimbursement standards and procedures established by the Board.

13. This Contract contains the entire agreement and understanding by and between the Board and Administrator with respect to the employment of Administrator and no prior or concurrent representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect. All prior contracts or other agreements (written or oral) pertaining to the terms of this contract are cancelled and are superseded by the terms of this contract.

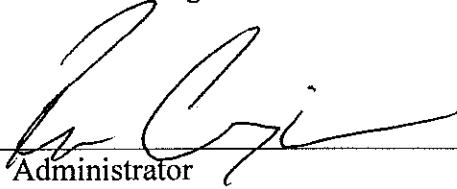
No amendment to or modification of this Contract shall be valid or binding unless it is in writing and signed by Administrator, the President and the Secretary of the Board. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provision of this Contract at such time or at any other time.

14. Administrator agrees that any claim or suit arising out of Administrator's employment with the Board must be filed no more than six (6) months after the date of the employment action that is the subject of the claim or suit. Administrator understands that the statute of limitations for claims arising out of an employment action may be longer than six (6) months, but agrees to be bound by the six (6) month period of limitation set forth herein and waives any statute of limitations to the contrary. Should a court of competent jurisdiction determine that this provision allows an unreasonably short period of time to commence a law suit, it is the intent of the parties that the court enforce this provision to the extent possible and declare the law suit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.

15. This Agreement is executed on behalf of the Ovid-Elsie Area Schools pursuant to the authority granted as contained in the resolution of the Board adopted on August 24, 2010, the same being incorporated herein by reference.

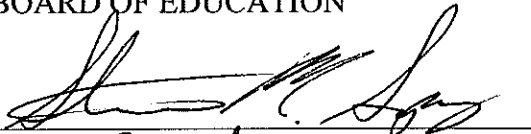
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.


Date: 6/10/12

  
\_\_\_\_\_  
Administrator

OVID ELSIE AREA SCHOOLS  
BOARD OF EDUCATION

Date: 6-18-12

  
\_\_\_\_\_  
It's Secretary

  
\_\_\_\_\_  
It's Trustee

