

**Forest Area Community Schools
Contract of Employment
INTERIM SUPERINTENDENT**

It is hereby agreed by and between the Board of Education of Forest Area Community Schools (hereafter "Board" or "District") and **Suzanne Cybulla** (hereafter "Interim Superintendent") that said Board in accordance with its action found in the minutes of the meeting held on the 9th day of July 2012, has been and does hereby retain **Suzanne Cybulla** as its Interim Superintendent of Schools for a period commencing July 1, 2012, and concluding pursuant to the notification of termination and provisions stated herein.

1. The Interim Superintendent shall perform the duties of the position of Superintendent of Schools as established by the Board or as such duties are changed from time to time by the Board in and for Forest Area Community Schools and as prescribed by the laws of the State of Michigan and the rules and regulations of the State Board of Education and Board of Education of Forest Area Community Schools.
2. The Interim Superintendent shall receive compensation for the performance of duties under the Contract at a rate of Twenty Four Thousand Dollars (\$24,000.00) for the period commencing from July 1, 2012 ending June 30, 2013. The number of work days for which the Interim Superintendent will be engaged is subject to prior approval by the Board. Such amount shall be subject to deductions required by law and will be remitted on the regular payroll of the District. The Interim Superintendent shall receive no other remuneration for service from the District for services rendered under this Contract.

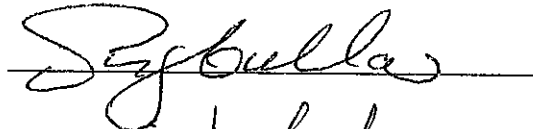
The District agrees to allow the Interim Superintendent use of the school car when conducting school business and will reimburse the Interim Superintendent for business travel at the IRS mileage rate when a school vehicle is not available for that purpose. Expenses for registrations, conferences (including the MASA State Conference), workshops, etc. will be reimbursed by the District for job related activities approved by the Board.

3. The Interim Superintendent agrees that she shall not be deemed to be granted continuing tenure in the position of Interim Superintendent or in any other capacity by virtue of this contract or any employment assignment within the school district.
4. The parties further agree that their employment relationship is of an at-will nature, which means that the relationship is terminable at any time by either party or without cause, upon the presentation of ten (10) working days written notice to the other party. The parties agree that the Interim Superintendent has no expectation of employment of any fixed duration and that this Contract and all obligations hereunder may be canceled upon presentation of the notice above specified. To the extent that non-renewal of this Contract is governed by the provisions of Section 1229 of the Revised School Code, the Interim Superintendent waives notice of non-renewal of this Contract under that enactment. To the extent that such notice may not be waived or is otherwise required to be given, Interim Superintendent acknowledges notice of non-renewal of this Contract through his signature on this document.

5. It is further agreed and stipulated that no individual administrator, Board member or other agent or employee of the District has the authority to alter or amend this at-will employment relationship or the terms of this Contract other than by formal action by the Board of Education. The Interim Superintendent agrees that her employment is intended to be of limited duration while the District is in the process of recruiting and selecting an individual fill the office of Superintendent of Schools on a permanent basis.
6. The Interim Superintendent represents that she possesses the requisite certification/qualifications to the position assigned and that this agreement is terminable if it is determined by the Department of Education, or other proper authority, the Interim Superintendent does not possess the requisite certification/qualifications to perform the responsibilities associated with his position. It is the intent of this provision to enable the school district to comply with applicable state laws pertaining to the certification/qualifications pertaining to the position of Superintendent and to avoid any jeopardy to the operation of funding of the school district or the subjecting of the Board of Education, its members or the school district to any fines, penalties or sanctions of any nature. The presence of this stipulation shall in no way be construed or regarded as a limitation upon the at-will employment relationship specified in this agreement.
7. 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 Interim Superintendent is acting within the scope of her authority. The policy limits for this coverage shall not be less than Two Million Dollars (\$2,000,000). The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of the Interim 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 WITNESS WHEREOF, the parties have affixed their signatures this 9th day of July 2012.

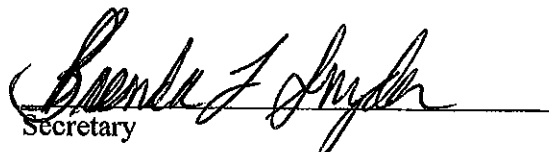
Interim Superintendent



Board of Education
Forest Area Community Schools



President



Secretary