

TAHQUAMENON AREA SCHOOLS

SCHOOL ADMINISTRATOR CONTRACT OF EMPLOYMENT

It is hereby agreed by and between the Board of Education of the Tahquamenon Area School District (hereinafter "Board") and ALICE WALKER (hereinafter "Administrator") that pursuant to Section 1229 (2) of the Revised School Code of the State of Michigan, the Board does hereby employ the Administrator for a three (3) year period commencing on July 1, 2011 and ending on June 30, 2014, according to the terms and conditions as described and set forth herein as follows:

1. Administrator shall perform the duties of SUPERINTENDENT as prescribed by the Board pursuant to the Revised School Code of the State of Michigan as may be established, modified and/or amended from time to time by the Board and under the supervision and direction of the Superintendent of Schools. Administrator acknowledges the ultimate authority of the Board and Superintendent with respect to his/her responsibilities and directions related thereto.
2. Administrator represents that he/she is in the posses, holds, and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Department of Education, and those required by the Board to serve in the position assigned. Additionally, Administrator agrees, as a condition of his/her continued employment, to meet all continuing education requirements for the position assigned, as may be required 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 as assigned as required herein, this Contract shall automatically terminate and the Board shall have no further obligations hereunder.
3. Administrator agrees to devote his/her 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 Superintendent and to comply with the directives of the Board and Superintendent 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 and Superintendent to carry out the educational programs and policies of the School District for which he/she is responsible during the entire term of this Agreement. Administrator agrees to devote substantially all of his/her business time, attention and services to the diligent, faithful and competent discharge of his/her duties on behalf of the School District to enhance the operation of the School District and agrees to use his/her best efforts to maintain and improve the quality of the programs and services of the School District.
4. Administrator shall be paid at NINETY-TWO THOUSAND TWO HUNDRED THIRTY-NINE AND 68/100 DOLLARS (\$92,239.68) for the 2011-2012 and the 2012-2013 school years, in consideration of his/her performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board and Superintendent. The annual salary shall be paid in twenty-six (26) equal installments beginning with the commencement of the fiscal/Contract year. Salary for 2011-2012 and 2012-2013 year is frozen at 2008-2011 amount. Contract will be opened for salary and other compensation discussion for the 2013-2014 school year.
5. Administrator is employed for 260 work days per fiscal year (July 1 through June 30). It is understood and agreed that as a salaried Administrator, the Administrator is required to attend to necessary business on days which are not scheduled work days as may be required throughout the Contract year.
6. Administrator's performance shall be evaluated by the Board or its designee annually, not later than March 31.

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7. The term of this Contract may be extended each year for one additional year beyond the Contract's expiration date in the Board's discretion. However, unless the Board gives written notice to the Administrator at least ninety (90) days prior to the termination of this Contract that it is considering non-renewal of the Contract, and the reasons therefore, has afforded the Administrator the opportunity to meet with the Board, and has given written notice of non-renewal at least sixty (60) days before the termination date of this Contract, all as more particularly set forth in Section 1229(2) and (3) of the Revised School Code (MCL 380.1229) then this Contract shall be renewed for an additional one-year (1) period, subject to all of the covenants and conditions of this Contract during such extended term. The Superintendent annually shall advise the Board of Education of this obligation during the month of January.

8. 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 determined to be sufficient by the Board.

In the event that the Board undertakes to dismiss Administrator during the term of this Contract, he/she 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.

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 shall be in compliance with section 1229(2) and (3) of the Revised School Code.

9. Additionally, this Contract may be terminated during its term pursuant to a reduction in administrative personnel, as determined by the Board. The Administrator shall be given at least thirty (30) days notice of termination prior to the effective date of layoff.

10. In the event of Administrator's mental and/or physical incapacity to perform the duties of his/her office, he/she shall be granted an initial leave of ninety (90) work days for purpose of recovery. The Administrator shall first exhaust any accumulated sick leave, with the balance of the ninety (90) work day period to be unpaid. Health plan premium payments shall be made on behalf of Administrator during this interval to the extent required by law. Upon utilizing leave under this provision, Administrator shall furnish medical certification to the Board (or its designee) respecting the necessity for the leave.

If the Board (or designee) has reason to doubt the validity of the medical certification supplied by Administrator, it may require a second opinion, at Board expense.

Administrator may request a ninety (90) work day unpaid leave extension in the event of his/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 Administrator will be able to resume his/her duties at the end of the extended leave interval. Medical certification shall be supplied by Administrator as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

If the Administrator is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), his/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.

Prior to resumption of duty after an unpaid leave of absence for a serious health condition, Administrator shall provide to the Board a fitness for duty certification from Administrator's health care provider. A second opinion

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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. Administrator agrees that he/she shall not be deemed to be granted continuing tenure in the position initially assigned or to which he/she 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 Contract or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

TENURE EXCLUSION: This contract does not confer tenure upon the Administrator in the position of High School/Middle School Principal or any other administrative position in the District.

12. Administrator shall submit to such medical examinations, supply such information and execute such documents as may be required by any underwriter, policyholder or third party administrator providing insurance programs specified under this Contract. Additionally, upon request of the Board or Superintendent, Administrator shall authorize the release of medical information necessary to determine if Administrator is capable of performing the essential job functions required by his/her assignment, with or without job accommodation. Any physical or mental examination or disclosure of such information required of Administrator by the Board or Superintendent 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. Insurance Benefits. During the term of this contract, the Administrator shall receive the insurance benefits provided by the School District to full-time, professional administrative staff on the same basis as available to those staff members in accord with the Board of Education policy and subject to the following limitations:

- a. There shall be an insurance cap of \$17,000.
- b. The administrator will incur any other added insurance expenses that are negotiated into the teachers contract (TAEA).
- c. The Board reserves the right to change the identity of the insurance carrier, policyholder or third party administrator for any of the above coverages, provided that comparable coverage, as determined by the Board, is maintained during the term of this Contract. The Board shall not be required to remit premiums for any insurance coverages for Administrator and his/her eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder or third-party administrator. The terms of any contract or policy issued by any insurance company or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. Administrator is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The School District, by payment of the premium amounts required to provide the above-described insurance coverages, shall be relieved from all liability with respect to insurance benefits.
- d. Administrator shall choose Pak A (full health, dental and vision) or Pak B (dental and vision). Administrators choosing Pak B shall receive \$6,000 in cash-in-lieu of health insurance.

14. Holidays. Administrator is entitled to the following paid holidays which are not included as part of the required work days. Thanksgiving Day, the day after Thanksgiving, 1/2 day on Christmas Eve, Christmas Day, 1/2

day on New Year's Eve, New Year's Day, Good Friday (unless school is in session), Memorial Day, Fourth of July and Labor Day.

15. Sick Days. If Administrator is absent from duty on account of personal illness or disability, he shall be allowed full pay for a total of thirteen (13) days per contract year. Unused paid leave days hereunder shall be cumulative for absence due to personal illness or disability of Administrator.

16.(a) Retirement.

Upon retirement from the School District under the Michigan Public School Employees Retirement System, the employee's accumulated sick days, accrued from the District, will be paid out by the following formula in accordance with the TAEA contract: up to the maximum of two hundred (200) days will be paid at one-half (1/2) of the base daily salary rate. The maximum amount of sick pay benefits to be paid shall not exceed thirty-five thousand dollars (\$35,000). An employee having an accumulation of at least two hundred (200) days at date of retirement shall be compensated at the rate of ten dollars (\$10.00) per day for each unused sick day earned and unused in excess of the two hundred (200) days. The Board shall also pay for five (5) years of membership in MASSP/NASSP as a retired member.

16. (b) Retirement Incentive:

(NOT effective for personnel hired after June 30, 2004,). This section will be in effect for any administrator who was under contract at any time prior to June 30, 2004 (as per TAEA contract) and:

- a. has attained the age of 50, or
- b. is less than the age of 50 but meets eligibility requirements for full retirement under the Michigan Public Schools Employees Retirement's (MSPERS) rule of any age with at least 30 years of service and who has served at least ten (10) years in the Tahquamenon Area School System shall be eligible to retire and receive the following benefits from the Tahquamenon Area Schools.
 - a. For each year of service in the Tahquamenon Area Schools the administrator shall receive an annual stipend of 0.5% of his/her highest salary for each year of service. The highest salary is defined as the highest earnings associated with the hours reported on the MPSERS Quarterly Detail Wage Report during the fiscal year period of July through June. This stipend shall be reduced each year after retirement by 1.5% until the employee shall reach the age of 65 or until the employee begins drawing his/her own social security benefits whichever comes first.
 - b. An annual stipend will be awarded for up to 10 years, or age 62, whichever comes first.
 - 1. In the event that Superintendent Walker retires June of 2014, then the following schedule will be used consistent with the existing TAEA contract:

Start with \$92,239 base salary:

<i>Year#</i>	<i>Multiplier</i>	<i>High Salary</i>	<i>Stipend</i>	<i>Year Paid: July of</i>	<i>Amount Paid</i>
1	14.00	\$ 92,239.00	\$ 12,913.46	2014	\$12,913.46
2	12.50	\$ 92,239.00	\$ 11,529.88	2015	\$11,529.88
3	11.00	\$ 92,239.00	\$ 10,146.29	2016	\$10,146.29
4	9.50	\$ 92,239.00	\$ 8,762.71	2017	\$16,141.84
5	8.00	\$ 92,239.00	\$ 7,379.12	2018	\$16,141.84
6	6.50	\$ 92,239.00	\$ 5,995.54		
7	5.00	\$ 92,239.00	\$ 4,611.95		
8	3.50	\$ 92,239.00	\$ 3,228.37		
9	2.00	\$ 92,239.00	\$ 1,844.78		
10	0.50	\$ 92,239.00	\$ 461.20	Total Incentive	\$66,873.31

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- c. For each year of service, the *administrator* shall be entitled to an annual allowance of 4% of the *administrator's* annual insurance premium deducted for the appropriate insurance program provided through the MPSERS for retired *administrators*. The Board shall pay the *administrator* the amount deducted from the *administrator's* pension up to the percentage determined in sentence one. In no case shall the health insurance allowance paid by the Board exceed 100% of the amount deducted from the *administrator's* pension for the appropriate program (Self; Self & Spouse, Self & Children; or Self, Spouse and Children.) No health insurance allowance shall be given to the *administrator* not enrolled in one of the above-mentioned programs offered through MPSERS. This benefit shall continue for a period of ten (10) years or until the employee shall begin to draw his/her own social security benefits, whichever comes sooner.
- d. Retirement payment under this provision requires one (1) semester advance notice to receive payment on the employee's last regular pay period of the school year.
 1. If an employee does not give one (1) semester advance notice, the employee shall receive payment on the last school pay period of the school year in which the employee retires.

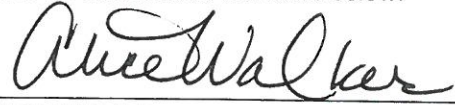
(NOTE: Should contract negotiations with TAEA change any aspects of items 16a or 16b, those changes will be reflected in this administrative contract as long as it is beneficial to the school.)

17. Personal Business Days. Administrator is entitled to use four (4) days per year for personal business, at least one (1) day to be used in a non-school time. The Superintendent must approve such leave in advance. Requests for personal leave must be in writing two (2) working days in advance, except for emergencies. Such leave may not be used in conjunction with vacation or holidays. Such leave must be used for business that can only be conducted during normal working hours and shall not be used for other employment or recreation. These days are not cumulative and shall not be deducted from any other paid leave. However, any administrator not using his/her personal leave will have any unused personal leave time credited towards his/her sick leave accumulation.
18. Court Appearance. Other leaves with pay not deductible from sick leave are absences for court appearances as a witness in any case connected with the Administrator's employment under the Board except with respect to a cause of action brought by the Administrator against the District. Paid leave of absence will be granted for jury duty. Any compensation, excluding expense reimbursement, received by the Administrator in the form of witness fees or jury pay will be given to the Board to offset wages paid.
19. Funeral Leave. Administrators may use in any one school year, up to five (5) days for death in the immediate family without deduction from sick leave, thereafter up to five (5) days may be used for death in the immediate family, which shall be deductible from sick leave. The foregoing days shall be non-accumulative. Notification for leaves for a funeral is expected as soon as practicable to the Superintendent.
20. Professional Activities. The Administrator shall attend appropriate professional meetings.
 - a. Conference Attendance. The Administrator will be allowed to attend at least one (1) state level conference each year, and one (1) national level conference every fourth year as preapproved by the Superintendent.
 - b. All dues to the appropriate local, state and national organizations will be paid as approved by the Superintendent.
21. Reimbursement. Administrator 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 Administrator for out-of-district travel shall be submitted in advance for review and approval by the Board or its designee. Administrator shall be required to present an itemized account of his/her reasonable and necessary expenses in accordance with direction of the Board or its designee.

22. Vacation: The Administrator shall be granted twenty-five (25) days vacation annually. Upon leaving the system the Administrator will be compensated for a maximum of fifty (50) days unused vacation time accrued from the District.
23. The Board agrees to pay the premium amount for errors and omissions insurance coverage for Administrator while engaged in the performance of a governmental function and while the Administrator is acting within the scope of his/her authority. The policy limits for this coverage shall be not less than \$2,000,000.00. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of Administrator. 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 in the above amounts and/or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify Administrator. In that event, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to Administrator as is authorized under MCL 691.1408 and MCL 380.11a(3)(d).
24. This Contract contains the entire agreement and understanding by and between the Board and Administrator with respect to the employment of Administrator and no 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, connected with, or arising in any manner out of the employment of Administrator by the Board, are hereby terminated and shall hereafter be of no force or effect whatsoever. Provided, that this Contract is voidable pursuant to the provisions of the Michigan Revised School Code pertaining to criminal records checks.
25. No amendment to or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board reflected in its minutes, and signed by Administrator and the President and 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.
26. If any provision of this Contract becomes or is declared by a Court of competent jurisdiction to be illegal, unenforceable or void, this Contract shall continue in full force and effect without said provision(s).
27. Arbitration: In the event of a dispute between the District and the Administrator relating to any claim related to termination of employment or economic layoff will be arbitrated pursuant to the rules of the American Arbitration Association. The arbitrator's fees 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.
28. 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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates below.

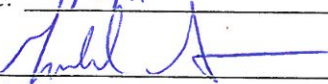
Date: 4.18.11



ALICE WALKER
Administrator

TAHQUAMENON AREA SCHOOLS BOARD OF EDUCATION

Date: 4/5/11

By: 

Gerald Grossman, President

By: Connie Armstrong

Connie Armstrong, Secretary