

CONTRACT OF EMPLOYMENT

SUPERINTENDENT OF FREE SOIL COMMUNITY SCHOOLS

It is hereby agreed by and between the Board of Education of the Free Soil school district (hereinafter "Board") and Ronald Nurnberger (hereinafter "Superintendent") that pursuant to Section 1229 of the School Code of the State of Michigan, MCL 380.1229, the Board in accordance with its action found in the minutes of its meeting held on the 16th day May, 2012, has and does hereby employ the said Ronald Nurnberger as its Superintendent of Schools commencing on July 1, 2012, and ending on June 30, 2013 according to the terms and conditions as described and set forth herein as follows:

1. Superintendent shall perform the duties of Superintendent of Schools as prescribed by the School Code of the State of Michigan and by the policies, rules and regulations of the State Board of Education and by the Board of Education of Free Soil Schools, and as may be established, modified, and/or amended from time to time by Board.
2. The Free Soil School District will pay for all classes and requirements as regulated by the Department of Education to ensure his certification as a Superintendent.
3. Superintendent agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position of Superintendent of Schools as required and 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, Superintendent 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 for which he is responsible during the entire term of this Contract. Further, Superintendent pledges to use his best efforts to maintain and improve the quality of the operation of the school district and constantly promote efficiency in all areas of his responsibility.
4. For the period of July 1, 2012 through June 30, 2013, the Superintendent shall be paid on the basis of an annual salary of \$8,000 in consideration of his performance of the duties and responsibilities of the position of Superintendent of Schools in conformance with the requirements and expectations of the Board of Education. The Superintendent is employed on a basis of fifty –two (52) weeks with no benefits.
5. This contract may be terminated by either party by giving notice in writing at least thirty (30) days prior to the desired date of termination. The parties also agree and understand that this Contract of Employment shall terminate on June 30, 2013, and shall not be renewed or extended. Superintendent waives the non-renewal provisions of Section 1229 of the Michigan Revised School Code.

In order for Superintendent's employment to continue, a separate Contract of Employment must be mutually agreed and approved by a majority of the Board in an open meeting in advance of June 30, 2013.

6. Superintendent's performance shall be evaluated by the Board annually. Further, the Board shall review this contract with the Superintendent annually, and shall, on or before March 31 of each ensuing year, take official action determining whether or not it is extended for an additional year (past June 30, 2013) and notify the Superintendent of its action in writing.
7. The Board may request release of medical information necessary to determine if the Superintendent is capable of performing the duties required in his assignment. The Board may require that the Superintendent have a comprehensive medical examination as may be deemed necessary. Superintendent shall sign an authorization so that a copy of such examination is made available to the Board, upon its request or the request of the President. If such an examination is required, a statement shall be filed with the Secretary of the Board certifying to the physical fitness and physical capability and/or mental competency of Superintendent to perform the essential functions of his duties. Medical information provided under this Contract shall be treated as confidential by the Board. Should the Board exercise its prerogative under this provision to require a medical examination, the cost of physician services for said examination will be borne by the school district to the extent not covered by health insurance.
8. Superintendent shall be eligible to be reimbursed for travel within the district and Intermediate School District in accordance with per diem expense and reimbursement procedures established by the Board. Any expense to be incurred by Superintendent for outside the Intermediate School District travel, meals and lodging shall be submitted in advance for review and approval by the Board or its designee. Superintendent shall be required to present an itemized account of his reasonable and necessary expenses in accordance with direction of the Board or its designee (as funds are available).
9. 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 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 himself in relations thereto not prepaid by the Board.
10. 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 his authority. The policy limits for this coverage shall be not less than \$1,000,000 per occurrence, with an aggregate policy limit of \$1,000,000. 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 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 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 as is authorized under MCLA 691.1408.

11. This Contract of Employment contains the entire agreement and understanding by and between the Board and the Superintendent with respect to the employment of Superintendent, and no representations, promises, contracts, or understandings, written or oral, not contained herein shall be of any force or effect. All prior agreements pertaining to, connected with, or arising in any manner out of the employment of Superintendent by the Board is hereby terminated and shall hereafter be of no force or effect whatsoever. No change or modification of this Contract of employment shall be valid or binding unless it is in writing and signed by 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 any other time.
12. 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 provisions; provided, however, that no such severability shall be effective if it materially changes the economic benefit of the Contract to any party.
13. This contract is executed on behalf of the school district pursuant to the authority granted as contained in the motion of the board adopted on May 16, 2012 the same being incorporated herein by reference.

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

Date: ____/____, 2012

Superintendent

BOARD OF EDUCATION

Date: ____/____, 2012

By _____
Its President

Date: ____/____, 2012

By _____
Its Secretary