

**CHIPPEWA HILLS SCHOOL DISTRICT
CONTRACT OF EMPLOYMENT
Superintendent**

It is hereby agreed by and between the Board of Education of the Chippewa Hills School District (hereinafter "Board") and Shirley Howard (hereinafter "Superintendent") 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 9th day of July, 2012, has and does hereby employ the said Superintendent for a period commencing on July 1, 2012 and ending on June 30, 2015, according to the terms and conditions as described and set forth herein.

The Board shall review this Contract with the Superintendent by March 31 annually. As a result of this annual review, the Board shall, on or before March 31 annually take an official action to determine whether or not this Contract will be extended for an additional term of one (1) year and will notify the Superintendent of its determination, in writing. The Superintendent shall furnish a written reminder of this covenant to the Board of Education President not later than January 15 annually.

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 Department of Education, and those required by the Board to serve as Superintendent of schools. Additionally, Superintendent agrees, as a condition of her continued employment, to meet all 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 Superintendent 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. 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, 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 during the entire term of this Contract. Superintendent pledges to use her best efforts to maintain and improve the quality of the operation of the School District and constantly promote efficiency in all areas of her responsibility.

Superintendent may utilize up to ten (10) days per fiscal/contract year for speaking and consultant engagements.

4. Superintendent shall be paid at an annual (twelve month) salary of not less than \$117,840.00 (One hundred seventeen thousand, eight hundred forty dollars) 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 beginning with the commencement of the fiscal/contract year (July 1 – July 30).

The Board hereby retains the right to increase the annual salary of the 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 Superintendent and the Board, shall become a part of this Contract.

5. Superintendent 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. Superintendent shall be granted vacation time of twenty-five (25) days per fiscal year. Superintendent may carry-over not more than twenty (20) unused vacation days from one contract/fiscal year to the next. Superintendent shall receive additional compensation in lieu of use of unused 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 School District. The Superintendent will notify the Board President when vacation is utilized.

6. Superintendent's performance shall be evaluated by the Board annually, not later than March 31, using criteria established by the Board in consultation with the Superintendent. In the event that the Board, individually or collectively, receives substantive complaints regarding the Superintendent's performance, the Board will in a timely manner convey such concerns to the Superintendent. The Superintendent will, in a timely manner, advise the Board regarding any measures that have been taken by her to address those concerns or complaints.

7. 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, incompetence, inefficiency or if Superintendent materially breaches the terms and conditions of the Agreement. Provided, however, that the Board shall not terminate the Superintendent's employment during the term of this Contract for reasons that are arbitrary or capricious.

No termination during the term of this Contract shall be effective until written charges have been served upon the Superintendent and she is given an opportunity for a hearing before the Board after ten (10) days notice in writing. Such a hearing shall be public or private at the options of the Superintendent, to the extent allowed by the Open Meetings Act. At such hearing, the Superintendent may have legal counsel at her own expense.

The Board, in its sole discretion may act to not renew this Contract beyond its stated expiration date. Unless the Board gives written notice of non-renewal of this Contract to the Superintendent at least ninety (90) days before the stated termination date, the terms of this Contract will be extended for one (1) additional year beyond its stated termination date by operation of law, in conformance with requirements of Section 1229(1) of the Revised school Code, MCLA 380.1229(1). The Superintendent shall furnish the Board President with a written reminder of this obligation during the month of January in the year of expiration of this Contract.

8. In the event of Superintendent's mental and/or physical incapacity to perform the duties of her office, she shall be granted an initial leave of ninety (90) workdays for the 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, Superintendent 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 Superintendent, it may require a second opinion at Board expense.

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 a verified prognosis that Superintendent will be able to resume her duties at the conclusion of the extended leave interval. Medical certification shall be supplied by Superintendent as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

If 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.

Prior to resumption of duty after an unpaid leave of absence for a serious health condition, Superintendent shall provide to the Board a fitness for duty certification from 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.

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

10. 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 Administrator providing insurance programs specified under this Contract. Additionally, upon request of the Board, Superintendent shall authorize the release of medical information necessary to determine if 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 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.

Superintendent may have an annual physical examination, at the expense of the Board, to the extent that the cost of the examination is not covered by health insurance.

11. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third party Superintendent, the Board shall make premium payments on behalf of Superintendent and her eligible dependents for the following insurance programs:

Health Insurance, Choice of -

- 1.) Flexible Blue 2 with HSA, or
- 3.) No health and to receive cash in lieu of coverage of \$400 per month

Dental Insurance- (Self-Funded)

80, 80, 80
\$1300 oath

Vision Insurance- (Self-Funded)

VSP3 Comparable

Term Life Insurance-

\$150,000

Negotiated Life-

\$30,000 ADD

Long Term Disability Insurance-

66 2/3%

Beginning July 1, 2011, Superintendent shall pay a co-pay of 15% of the total premium.

This payroll deduction will be offered as a before tax deduction providing that the employee files the appropriate paperwork with payroll.

The deduction will be adjusted annually at the end of each fiscal year as new rates are known.

12. 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 is maintained during the term of this Agreement. The Board shall not be required to remit premiums for any insurance coverages for Superintendent and 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. Superintendent is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The Board, by remitting the premium payments required to provide the above-described insurance coverage(s), shall be relieved of all liability with respect to insurance benefits.

13. Superintendent is entitled to the following holidays for which no service to the School District is required:

New Years Day;
President's Weekend (as long as Weidman Principal);
Good Friday;
Memorial Day;
Fourth of July;
Friday before Labor Day;
Labor Day;
Safety Day (as long as Weidman Principal);
Thanksgiving and day after Thanksgiving;
Christmas Eve;
Christmas;
New Years Eve Day

In addition, as long as the Superintendent also remains an **elementary principal**, Safety Day, and the Monday and Friday of President's weekend will be considered holidays.

14. If the Superintendent is absent from duty on account of personal illness or disability, she shall be allowed full pay for a total of eighteen (18) days per contract year. The Superintendent shall be entitled to use three (3) personal business days per year, which will be deducted from sick leave. If unused, the Employer will pay the Superintendent for unused business days at the end of the school year at the usual rate of pay. There will be no deduction from sick leave as a result of such payment. Provided, however, that if the superintendent has already used all allotted sick leave days at the end of the fiscal/contact year, the superintendent will not be eligible for reimbursement for any remaining unused personal business leave days for that year.

Unused paid leave days hereunder shall be cumulative to a maximum of one hundred twenty (120) days for absence due to personal illness or disability of Superintendent. Any accumulated unused sick days over 120 will be paid at a rate of one-half the daily rate per day in the last pay period of the contract year. The Administrator employed at least five (5) years as an administrator in the District shall receive payment of \$100.00 per day (or \$125 per day after 25 years) for all unused sick days at the time of the termination of the parties' employment relationship. The terminal payment for unused sick leave is not subject to contribution or averaging purposes of the Michigan Public School Employees Retirement Act.

15. No transportation allowance will be paid to the Superintendent for in-district travel.

Superintendent's fees or dues for membership in appropriate professional organizations shall be paid by the Board. 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 herself in relation thereto not pre-paid by the Board.

Superintendent shall be entitled to an annual continuing education allowance not to exceed One Thousand Five Hundred Dollars (\$1,500.00).

16. Starting with the second year of Superintendent's employment in the employ of the Board, the Board shall remit to Superintendent, payable at the completion of each year (or bi-

weekly, per administrator request), an annual stipend of \$5,000.00. This amount shall be in remuneration for services provided by the Administrator.

17. The Board agrees to maintain errors and omissions insurance coverage for the Superintendent related to the performance of her duties and responsibilities as Superintendent of Schools, while acting within the scope of her authority as Superintendent of schools, with policy limits of not less than \$2,000,000 per occurrence. The terms of the errors and omissions insurance policy shall be controlling regarding defense and indemnification of the Superintendent. The sole obligation undertaken by the Board shall be limited to the payment of the premium amounts for the errors and omissions insurance coverage.

18. This Contract contains the entire agreement and understanding by and between the Board and 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, 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 Revised School Code pertaining to criminal record checks. No change or modification of 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.

19. If any provision of this Agreement 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).

20. This Agreement is executed on behalf of the Chippewa Hills School District pursuant to the authority granted as contained in the resolution of the Board adopted July 9, 2012 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: _____

Shirley Howard

CHIPPEWA HILLS SCHOOL DISTRICT
BOARD OF EDUCATION

Date: _____

By: _____
President

By: _____
Secretary