

LAMPHERE SCHOOLS SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

THIS CONTRACT, made and entered into in the City of Madison Heights, Michigan, this 13th day of March, 2012, by and between The Lamphere Schools, a Michigan General Powers School District, (hereinafter the "School District") and Marsha Pando (hereinafter the "Superintendent").

IT IS AGREED:

1. Employment – The School District hereby employs the Superintendent, and the Superintendent will be issued a four-year continuing contract, renewable annually in March. All covenants and conditions of this contract are subject to extension of the term consistent with paragraph 22 herein. It is understood and agreed that the Superintendent is employed in the capacity of Superintendent, as defined in the Michigan School Code of 1976, as amended. The District agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in the Superintendent's individual capacity, or in the Superintendent's official capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting within the scope of the Superintendent's employment and excluding criminal litigations. The Board shall provide liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgments resulting from the Superintendent's functioning as Superintendent and will reimburse the Superintendent for any portion of such expense and judgments not covered by insurance. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

2. Duties – The Superintendent agrees to serve the School District and perform the duties in the Superintendent's capacity as Superintendent as directed by the Board of Education for the School District and as required by the laws of the State of Michigan. The Superintendent further agrees to obey and fulfill the policies, rules and regulations as established from time to time by the Board of Education of the School District and to carry out its programs and policies during the entire term of this contract.

3. Compensation – The School District agrees to pay the Superintendent a base salary of One Hundred Fifty Two Thousand Six Hundred Sixty Dollars (\$152,660) per annum and such other amounts designated as salary and stated within this contract. The amount of such salary and other amounts may be adjusted by action of the Board of Education for the School District from time to time thereafter, but shall in no event during the term hereof be less than One Hundred Fifty Two Thousand Six Hundred Sixty Dollars, (\$152,660) per annum plus the other amounts aforesaid. Superintendent agrees to devote his/her time, skill, labor and attention to this employment and to perform faithfully the duties of Superintendent for this School District, as directed by the Board of Education or as otherwise required by law or the dictates of prudent judgment as an educator and administrator. The base salary shall be paid in equal installments in accordance with the policy of the Board of Education governing payment of other certified administrative personnel employed by the School District. The Superintendent shall receive quarterly payments as additional salary compensation, each of which shall be in an amount equal to three (3.0) percent of Superintendent's annual base salary. At the Superintendent's option, the quarterly payments may be paid in equal installments throughout the year. The Superintendent shall annually receive

a tax-sheltered annuity in an amount of eighteen thousand six hundred dollars (\$18,600.00), to be paid to an annuity program of the Superintendent's choice.

4. Work Year – The Superintendent shall perform the Superintendent's duties over the full 52 weeks of the School District's fiscal year (July 1 to June 30), less applicable vacation, leave and holidays. The Superintendent shall be expected to attend meetings of the Board of Education and its committees and to attend and participate in School District functions or, on occasion, other civic activities having relation to the School District's interests within the Madison Heights community. The time expended in attending such meetings and activities has been taken into account in setting the aforesaid salary and thus no additional compensation shall be forthcoming for such attendances.
5. Tenure – It is expressly agreed that the Superintendent shall not be deemed to be granted continuing tenure in his/her capacity as Superintendent or in any administrative capacity by virtue of this contract of employment.
6. Evaluation – The Superintendent shall inform the members of the Board of Education annually, but no later than February 1 of each year, of their opportunity to review and evaluate the Superintendent's employment performance. The results of such evaluation may be considered by the Board of Education in connection with adjustments in the Superintendent's salary, pursuant to Paragraph 3 herein. In addition, the Board of Education may award the Superintendent pay for performance based on the Superintendent's annual review and for the fulfillment of district objectives. This additional compensation is not in the form of a bonus, but is additional compensation based on performance and/or assumption of responsibilities that are not within the area of the Superintendent's job description or normal area of accountability.

7. Certificate – The Superintendent shall possess and maintain, throughout the life of this contract, the educational qualifications required by the Michigan School Code.
8. Conflict of Interest – The Superintendent will faithfully serve the School District and be regardful of its interest during the term of this contract, and thereafter to the extent required by this contract and by law. The Superintendent will not directly or indirectly acquire or otherwise possess any interest adverse to that of the School District. In the event that a question arises as to whether a given interest is in conflict with the interests of the School District, the Superintendent shall make full disclosure of same to the Board of Education for their review and disposition, which disposition shall be controlling and complied with by the Superintendent.
9. Other Work – The Superintendent may not undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations when such activities would in any manner impinge upon time and effort required to be exerted by the Superintendent in the discharge of her responsibilities under this contract, unless the Board of Education gives prior consent to such activities.
10. Expenses – The Superintendent is encouraged to attend and participate in appropriate professional activities and conferences at the local, state and national levels. Within budget constraints, as approved in advance by the Board of Education, the Superintendent is entitled to be reimbursed within policy limitations for costs of long distance travel and lodging in connection with such attendances and participation. The Superintendent is entitled to be reimbursed for the reasonable costs incurred in attending and participating in local professional

activities and conferences as the Superintendent may deem to be appropriate on behalf of the School District.

11. Membership Dues – Within budget constraints, the School District shall pay the cost of the Superintendent's membership in educational, professional and local civic organizations.

12. Medical Examination – At least once a year during the term of this contract, the Superintendent shall have a medical examination, the costs for which, if any, shall be paid by the School District. A copy of the report from the examination or a certificate of the physician certifying the fitness of the Superintendent shall be provided to the President of the Board as soon as it is available following the examination. The Board reserves the right to direct the Superintendent to an examining physician for a medical report if, in their judgment, there are circumstances which warrant a verification of either the physical or psychological competence of the Superintendent. The reports from both the annual examination and the latter examination may be shared by the President of the Board of Education with the other trustees but shall otherwise be maintained in confidence.

13. Board Meetings – Among the Superintendent's duties, the Superintendent shall prepare the agenda for each Board of Education meeting in consultation with the President of the Board or delegate, and forward same to each member of the Board, along with his/her recommendations and supporting documentation on each agenda item, sufficiently in advance of the meeting so that each member can

assimilate such information prior to the meeting.

14. Disability – Should the Superintendent be unable to perform the duties and obligations of this contract, by reason of illness, accident or other causes not related to malfeasance, misfeasance or moral turpitude, then the Board shall provide for salary and job security within the following time frames and conditions:
 - a. The Superintendent shall file a certification letter from a physician as to the approximate date of return. Should the disability be 360 calendar days or less, then the full Superintendent's salary shall be continued. Disability over 360 calendar days shall require the Superintendent to apply for the long-term disability benefits as outlined in The Lamphere Schools' Personnel Handbook.
 - b. The Superintendent shall be entitled to a disability leave of absence for the term of the disability, which shall not exceed the balance of the school year, plus one additional year. The Superintendent shall be entitled to his/her position as Superintendent if he/she returns fully certified prior to the expiration of the leave of absence.
 - c. Should the Superintendent return within one year of the expiration of the authorized leave of absence as indicated above, then the Board at its option, may return the Superintendent to another administrative position in the District, assign the Superintendent to a teaching position, or terminate the provisions of the contract, whereupon the respective rights, duties and obligations of the parties shall thereby terminate. This provision shall not in any way derogate from any long-term disability benefits that apply.

To qualify for any of the benefits listed in this section, the Superintendent shall submit a written certified letter from a physician explaining the extent of the disability. The Board, at its discretion, may require the Superintendent to submit to an examination by a physician selected by the Board.

15. Vacation – The Superintendent shall receive 25 days of vacation annually, exclusive of legal holidays. Such annual allotment shall be available for vacation purposes during each year of this contract, commencing with the 2006-2007 school year. Accrual of said vacation allowance from school year to school year up to a maximum of forty (40) days is allowable. Such days shall be taken at the Superintendent's discretion but upon prior notice of scheduling same to the President of the Board of Education.

16. Health, Life, Dental, Optical Insurance & Fringe Benefits – The School District shall provide the Superintendent the Health, Life, Dental & Optical insurance and fringe benefits specified within The Lamphere Schools' Personnel Handbook on Wages and Fringe Benefits. The Superintendent acknowledges that insurance provisions of the Personnel Handbook may be modified or changed, from time to time, by resolution of the Board of Education and that, in so doing, will correspondingly alter the insurance benefits under this paragraph. It is, moreover, acknowledged by the Superintendent that such potential modifications or changes may reduce the level of insurance benefits which are presently afforded.

17. Leave – The Superintendent shall be provided such fully compensated leave days for sickness/accident of a nondisabling or temporary nature, personal business and bereavement as are necessary both in relation to the precipitating circumstance and in consideration of the School District's need for the maximum service from the

Superintendent. Accordingly, there shall be no accumulation of days for such purpose from year to year. The Superintendent shall report to the President of the Board of Education, in writing, absences taken pursuant to this paragraph, contemporaneous with the utilization of the leave days. The report shall be made available annually to the Board President.

18. Legal Holidays – The Superintendent shall be entitled to paid leave for the following legal holidays: July 4, Labor Day, Thanksgiving Day and the day after, Christmas Day and the day before or after, New Year's Day and the day before or after, Good Friday, Memorial Day and Monday following Easter.
19. Transportation – The School District shall reimburse the Superintendent the cost for the gas, license, and mechanical maintenance of the Superintendent's purchased or leased vehicle and shall maintain in force customary insurance for the same. Whenever possible, all mechanical maintenance shall be performed at the School District's service facility.
20. Totality of Terms – This contract contains all of the terms agreed to by the parties with respect to the subject matter of this contract and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter, whether oral or written.
21. Termination and Arbitration
 - a. In addition to any other rights the School District may have by law or under this contract, this contract may be terminated at any time during its term by

the Board of Education of the School District for an act of moral turpitude or for violation of this contract. In the event of a claim of violation of this contract, the Board of Education of the School District shall give the Superintendent thirty days' written notice and opportunity to cure, as well as the opportunity to attend any Board of Education meeting at which a vote is taken on the issue of termination of employment.

- b. The School District and the Superintendent agree to arbitrate any and all disputes arising out of this contract under the Labor Arbitration Rules of the American Arbitration Association located in Oakland County, Michigan. Any award arising out of such arbitration shall be enforceable in a court of competent jurisdiction in the State of Michigan. In the event of an arbitration arising out of a termination of this contract by the Board of Education of the School District, the arbitrator's review shall be limited to determining whether the Board of Education of the School District had good cause under the terms of this contract for terminating the Superintendent's employment.

22. Extension – This contract may be extended either by option of the Board of Education or by operation of law, as follows:

- a. Board Option

The Board of Education may extend this contract for an additional period at any time. In exercising this option, the Board of Education also may establish the annual salary to be paid to the Superintendent for the school year included in the extension. All other terms and conditions of this contract shall remain unchanged unless agreed to in writing and signed by the Board

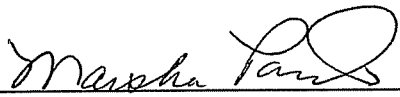
and the Superintendent. The Board of Education, in its sole discretion and with or without cause, may decline to extend this contract beyond its terms or the term of any extension.

b. Operation of Law

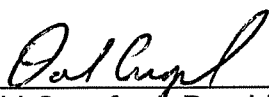
Unless the Board of Education gives written notice of non-renewal of this contract to the Superintendent prior to April 1 of each year of this contract, this contract will, without further action, be automatically extended for an additional one-year period as provided by Public Act 183 of 1979. The Superintendent annually shall advise the Board of Education of the March 31 extension language during the month of January each year of this contract. Failure of the Superintendent to so advise the Board may result in the written notice of non-renewal requirement as set forth in the above.

23. Non-renewal of Contract – The decision whether to renew or not to renew the contractual relationship is solely within the discretion of the Board of Education for the School District. However, in the event that the Board of Education shall decide not to renew this contract, prior written notice of such non-renewal shall be given to the Superintendent in conformity with the School Code of 1976, as amended.
24. Severability – If any provision or segment of this contract shall be determined by a court of competent jurisdiction to be unlawful and/or unenforceable, then such provision or segment shall be deemed to be severed from the remainder of the contract and the contract shall otherwise be in full force and effect.

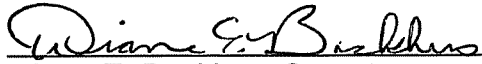
Dated: March 13, 2012



Marsha Pando, Superintendent

BY: 

David Crawford, President
Board of Education

BY: 

Diane E. Backhus, Secretary
Board of Education