

Contract of Employment

Potterville Public Schools

Superintendent of Schools

It is hereby agreed by and between the Board of Education of the Potterville Public School District (hereinafter "Board") and Timothy Donahue, (hereinafter "Administrator") 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 21st day of May, has and does hereby employ the said Timothy Donahue for a three-year period commencing on July 1, 2012 and ending on June 30, 2015, according to the terms and conditions set forth herein as follows:

1. The Administrator 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. The Administrator acknowledges the ultimate authority of the Board with respect to his/her responsibilities and directions related thereto.

2. The Administrator represents that he/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 in the position assigned.

Additionally, the Administrator agrees, as a condition of his/her continued employment, to meet all continuing education requirements of the position assigned, as may be required by law and/or the State Board of Education. If at any time the Administrator 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. The Administrator agrees to devote his/her talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the assigned position. The Administrator agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, the Administrator 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. The Administrator pledges to use her/her best efforts to maintain and improve the quality of the operation of the School District and constantly promote efficiency in all areas of his/her responsibilities.

4. The Administrator shall be compensated at an annual (ie. July 1 – June 30) salary of \$92,900 for 2012-2013, \$94,400 for 2013-2014, and \$95,900 for 2014-2015 and a 4% annuity each year beginning July 1 and concluding on June 30 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. The annual salary shall be paid in twenty-six (26) equal bi-weekly installments beginning with the commencement of July 1, 2012 or as determined by the majority of employees' payroll schedules for the district.

These indicated increases in salary for the 2012-2013, 2013-2014, and 2014-2015 school years will be determined as follows, in relation to the evaluation score achieved in the Administrator's annual evaluation:

Highly Effective evaluation score: 110% of increase

Effective evaluation score: 100% of increase

Minimally Effective evaluation score: 50% of increase

Ineffective evaluation score: 0% of increase

Further, no steps shall be issued if the fund balance, as of June 30 of the prior fiscal year, is below 2%, half-steps (of the amount earned based on "effectiveness") if above 2% but below 4%; full steps (of the amount earned based on "effectiveness") if above 4%.

The Board may negotiate salary changes yearly with the Superintendent, with salary changes to take effect at the beginning of the next fiscal year. Additional yearly compensation may be aligned with the outcomes of the annual review as established by the Board and agreed upon with the Superintendent.

The Administrator is employed on the basis of fifty-two (52) weeks of work per contract/fiscal year (July 1 – June 30) as scheduled by the Board. The Administrator shall be granted vacation time of twenty-five (25) work days per contract/fiscal year. The Administrator shall schedule the use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District. All scheduling of vacation is subject to the approval of the Board President.

5. The Board shall evaluate the Administrator's performance at least once annually, not later than the May meeting of the Board. It is understood and agreed that said evaluation shall serve as the evaluation for the contract year in which it takes place for the purposes of implementing paragraph 4 of this Contract. The Administrator shall furnish a written reminder of the May evaluation deadline to the Board President and Board Secretary not later than April 15 annually.
6. The Board shall be entitled to terminate the Administrator's employment at any time during the term of this Contract for acts of misconduct, dishonesty, fraud, insubordination, incompetence, or for other reasons which are neither arbitrary or capricious, or if the Administrator materially breaches the terms and conditions of the agreement.

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 is discretionary with the Board of Education.

In the event that the Board undertakes to dismiss the 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 due process termination of employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

7. In the event of the 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) workdays for the purpose of recovery. The Administrator 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 premiums shall be made on behalf of the Administrator during this interval to the extent required by law. Upon utilizing leave under this provision, the Administrator shall furnish medical certification to the Board (or its designee) respecting the necessity for the leave. If the Board (or its designee) has reason to doubt the validity of the medical certification supplied by the Administrator, it may require a second opinion, at Board expense.

The 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 the Administrator will be able to resume his/her duties at the end of the extended leave interval. Medical certification shall be supplied by the 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 Medical Leave Act.

Prior to resumption of duty after an unpaid leave of absence for a serious health condition, the Administrator shall provide to the Board a fitness for duty certification from the Administrator's health care provider. A second opinion may be required by the Board, at its expense, unless the securing of a second opinion in this context is precluded by the Family Medical and Medical Leave Act.

8. The Administrator agrees that he/she shall not be deemed to be granted continuing tenure in the administrative position assigned. Any decision of the Board not to continue or renew the employment of the Administrator for any subsequent period, in any capacity other than a classroom teacher, as may be required by the Teacher's Tenure Act if the probationary period is fulfilled, will not be deemed a breach of this Contract or a discharge or demotion within the provisions of the Teacher's Tenure Act.
9. The 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, the Administrator shall authorize the release of medical information necessary to determine if the Administrator is capable of performing the essential job functions required by his/her assignment, with or without reasonable accommodations. Any physical or mental examination or disclosure of such information required of the Administrator 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.

10. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third party administrator, the Board shall make premium payments on behalf of the Administrator and his/her dependents for the following insurance:

Full Family Health Insurance (district cost limited to statutory caps, effective July 1, 2012), Dental Insurance, Vision Insurance, Short Term Disability, and Long Term Disability Insurance through SET/SEG Insurance

Group Term Life Insurance (Administrator only) in the amount of twice the agreed upon salary for each year of the contract: \$185,800.00* for 2012-2013, \$188,800.00* for 2013-2014, and \$191,800.00* for 2014-2015 (*salary determined by increases/total salary paid as indicated in item #4 above).

Specifications of the insurance plans shall be determined by the Board.

11. The Board reserves the right to change the identity of the insurance carrier, policyholder, or third party administrator for any of the above coverage or plans provided that comparable coverage or plans, determined by the Board, are maintained during the term of this agreement. The Board shall not be required to remit premiums for any insurance coverage for the 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, exclusions, determination of coverage, termination of coverage, and other related matters. The Administrator is responsible for assuring the 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 from all liability with respect to insurance benefits.

12. The Administrator is entitled to the following holidays for which no service to the district is required:

Fourth of July

Labor Day

Thanksgiving Day and the Day following

Christmas Eve Day

Christmas Day

New Year's Eve Day

New Year's Day

Memorial Day

13. If the Administrator is absent from duty as a result of personal illness or disability, he/she shall be allowed full pay for a total of eight (8) sick workdays per contract year. Unused paid leave hereunder shall be cumulative to a maximum of sixty (60) workdays for absence due to personal illness or disability of the Administrator. The Administrator shall not be eligible to receive payment or remuneration, either during the term of this Contract or at its expiration, for any accumulated but unutilized illness or disability leave. The Superintendent will be granted one (1) personal leave (P.L.) day per year, with no carry over or pay if unused.

14. The fees or dues for annual membership in Michigan Association for School Administrators and the American Association of School Administrators shall be paid by the Board.

15. Subject to prior approval by the Board, the Administrator 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/herself in relation thereto up to fifteen hundred dollars (\$1,500.00) per fiscal/contract year. The Administrator shall be required to present an itemized account of his/her reasonable and necessary expenses in accordance with the direction of the Board or its designee.

16. The Superintendent shall receive one hundred sixty-five dollars (\$165.00) a month travel allowance.

17. This Contract contains the entire agreement and understanding by and between the Board and the Administrator with respect to the employment of the Administrator and no representations, promises, contract 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 the Administrator by the Board, are hereby terminated and shall thereafter be of no force or effect whatsoever. No change or modification of this Contract shall be valid or binding unless it is in writing and signed by the Administrator and the Board. No valid waiver or 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 times.
18. 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).

This agreement is executed on behalf of the Potterville Public School District pursuant to the authority granted as contained in this resolution of the Board adopted on May 21, 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: May 21, 2012

Timothy J. Donahue
Administrator

Potterville Public School's Board of Education:

Date: 5-21-12

B. J. K.
President

John W. Hampton
Secretary