

**NEW HAVEN COMMUNITY SCHOOLS
SUPERINTENDENT'S CONTRACT OF EMPLOYMENT**

THIS CONTRACT made and entered into in New Haven, Michigan this 14th day of May, 2012 by and between **New Haven Community Schools**, a Michigan General Powers District (hereinafter the "School District") and **Keith Wunderlich** (hereinafter the "Superintendent").

IT IS AGREED:

1. **EMPLOYMENT** - The School District, hereby employs the Superintendent, and the Superintendent agrees to work for the School District for a term commencing on July 1, 2012 and ending on June 30, 2014 subject to all covenants and conditions of this contract. It is understood and agreed that Superintendent is employed in the capacity of Superintendent, as defined in the Revised School Code.

2. **DUTIES** - The Superintendent will be in charge of the administration of the School District, subject to the direction of the Board of Education and consistent with the law and Board policies, rules and regulations. The administration of the District includes: acting as the District's chief executive officer; directing and assigning District personnel; organizing and reorganizing the District's instructional and business functions; hiring District personnel, accepting the voluntary resignation of District personnel on the Board's behalf; and, recommending to the Board those policies, rules, regulations and other matters he deems desirable for the well being of the District. The Board, and the members of the Board, will refer all criticisms, complaints and suggestions called to its/their attention to the Superintendent for study and recommendation.

3. **SALARY** - The School District agrees to pay the Superintendent for the 2012-2013 school year, commencing July 1, 2012 the sum of \$97,000. The amount

of such salary may be adjusted for succeeding school years by action of the Board of Education for the School District. However, in no event during the term hereof shall the annual salary be less than Ninety -Seven Thousand Dollars. The Superintendent agrees to devote his 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 above annual 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.

4. **AUTOMOBILE AND RELATED EXPENSES** – The School District agrees to pay a monthly automobile allowance of \$600.

5, **LIFE INSURANCE** - The School District shall provide without cost to the Superintendent, group life insurance protection in an amount equal to Two Hundred Fifty Thousand (\$250,000.00) Dollars, plus Two Hundred Fifty Hundred Thousand (\$250,000.00) Dollars accidental death or dismemberment Insurance.

6. **VACATION** - The Superintendent shall receive four (4) weeks and five (5) days of vacation annually. (The five (5) days identified above are in lieu of business days.) Such days shall be taken at the Superintendent's discretion, but upon prior notice of scheduling same with the President of the Board of Education. Unused vacation days shall become sick days on June 30 of each year.

7. **SICK LEAVE** - The Superintendent shall receive eleven (11) sick days per year, accumulative to two hundred and twenty (220) days. The School District shall further provide a ninety (90) day sick leave bank for purposes of coordination with a long-term disability insurance policy. It is expressly understood the aforementioned sick leave bank shall not be included in any payment to the Superintendent upon termination of employment. Upon leaving the School District the Superintendent shall be compensated at one-third his daily rate of pay for each unused sick day.

8. **LEGAL REPRESENTATION** - The School District shall indemnify and hold harmless the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual or official capacities arising from or relating to acts or omissions within the scope of his employment, and excluding criminal litigations.

9. **INVESTMENT** - The Superintendent shall receive each year during the term hereof, a lump sum of Five Thousand Dollars (\$5,000) to be paid by the district on or before September 15 into a 403(b) or 457 annuity plan.

10. **OTHER BENEFITS** - The Superintendent shall receive a longevity payment equal to the building administrators rate and additional benefits which have not been expressly addressed above as are presently provided to other certificated administrators. The Superintendent acknowledges that through subsequent collective bargaining or legislation these benefits may be modified or changed from time to time, and that such potential modifications may reduce the level of benefits which these conditions and benefits presently afford to him.

11. **WORK YEAR** - The Superintendent shall perform his duties over the full fifty-two (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 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 attendance. Superintendent shall receive five (5) flex days. These days will not carry over to any subsequent calendar year.

12. **TENURE** - It is expressly agreed that the Superintendent shall not be deemed to be granted continuing tenure in his capacity as Superintendent or in any administrative capacity by virtue of this contract of employment.

13. **EVALUATION** - Evaluation of the Superintendent shall be in full compliance with applicable provisions of the Revised School Code. The Superintendent shall inform the Board of Education annually, but no later than February 1 of each year, of its opportunity to review and evaluate his performance according to the evaluation process in place on the initial date of this contract, unless there is mutual agreement to modify the process. The Board of Education may consider the results of the evaluation in connection with adjustments in the Superintendent's salary. Regardless whether the Board of Education opts to evaluate the Superintendent's performance, the Superintendent and the Board of Education, or its designate(s), shall meet and confer, no later than April 1 of each year, regarding adjustments to the Superintendent's compensation and term of employment. Mutually agreeable modifications shall be memorialized in written addenda to this Contract.

14. **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 known or should have known that may be 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. The Board of Education shall likewise notify the Superintendent if and when it, or one of its members, becomes aware of a potential conflict of interest. It is expressly understood that the decision of the Board of Education regarding any conflict of interest as described above shall be controlling and complied with by the Superintendent.

15. **OTHER WORK** - The Superintendent may undertake teaching and with prior consent of the Board of Education, the Superintendent may also undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations.

16. **BOARD MEETINGS** - Among his other duties, the Superintendent shall prepare the agendas for each Board of Education meeting in consultation with the President of the Board or the president's delegate, and forward same to each member of the Board of Education, along with his 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.

17. **MEDICAL EXAMINATION** - At least once a year during the term of this contract, the Superintendent shall have a medical examination, performed by his physician, the costs for which shall be paid by the School District. The Superintendent shall authorize and direct his physician to promptly inform the President of the Board of Education whether he is able to perform his duties.

18. **DISABILITY** - Should the Superintendent be unable to perform the duties and obligations of this contract, by reason of illness, accident or other causes and such disability is determined to be permanent, irreparable, or of such nature as to make the continued performance of the Superintendent's duties improbable, the Board, at its option, may forthwith terminate this contract, whereupon the respective rights duties and obligations of the parties shall thereby terminate. This provision shall not in any way derogate from any short or long-term disability benefits that apply by operation of other provisions of this contract.

19. **RETIREMENT** - The School District shall assume the full employer costs of contributions to the Michigan State Teacher Retirement System, as may be required by law.

20. **MID-TERM TERMINATION OF CONTRACT** - 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 School District for acts of moral turpitude, misconduct or if the Superintendent violates any of the terms or covenants of this contract. In such event, the Superintendent shall be advised, in writing in advance, of the Board of Education's intention to consider effecting such a mid-term termination and provided an opportunity for a hearing in regard to the prospect of such termination, which hearing may be open to the public or closed, at the Superintendent's option. In the event the Superintendent elects to contest the Board of Education's disposition in regard to such termination following such hearing, he shall have the right, exclusive of any other rights or remedies available to his at common law or by statute, to request arbitration, the award arising out of which shall be binding on the School District and the Superintendent and enforceable in any court of competent jurisdiction in this state. The scope of the arbitrator's review pursuant to this submission agreement shall be limited to determining whether the Board of Education acted with just cause in its

determination to terminate the Superintendent's employment. The arbitrator shall be selected through the mutual cooperation between the representatives or counsel for the respective parties, failing agreement on which the matter may be referred by either party to the Detroit Regional Office of the American Arbitration Association for appointment of an arbitrator and processing under the Voluntary Labor Arbitration Rules.

21. RESIGNATION - the Superintendent shall provide the Board of Education with at least ninety (90) days written notice prior to terminating this contract.

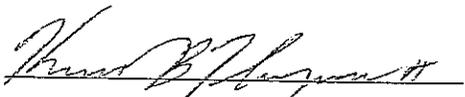
22. SEVERABILITY - If any provision or segment of this contract shall be determined by a court of competent jurisdiction to be unlawful and/or unenforceable, then such provision or segment shall be deemed to be severed from the remainder of the contract and the contract shall otherwise be in full force and effect.

23. HEALTH INSURANCE - The Superintendent shall (if needed) be provided the same full family health insurance coverage as executive administrators. Additionally, a health savings account shall be provided and the District will deposit \$1,500 annually

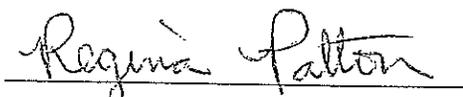
24. TOTALITY OF TERMS - This contract contains all of the terms agreed by the parties with respect to the subject matter of this contract and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter, whether oral or written.



Dr. Keith D Wunderlich, Superintendent



Kenneth B Thompson, President



Regina Patton, Secretary