## WESTWOOD HEIGHTS SCHOOLS ADMINISTRATOR'S THREE-YEAR CONTRACT

This agreement is made by and between the Board of Education of the Westwood Heights School District (hereinafter referred to as "Board") and Salli Stevens (hereinafter referred to as "Administrator"), on July 1, 2010.

## WITNESSEITH:

- The Board hires Administrator for the following administrative position:
  Superintendent and Elementary Principal for the 2010-2011 school year and
  Superintendent for the 2011-2012 and 2012 2013 school years.
- 2. Administrator shall not acquire or have tenure as Superintendent. Provided, however, that Administrator may not be transferred from her position as Superintendent during the term of this contract. Further, Administrator has earned tenure as both a classroom teacher and an elementary principal.
- 3. The Board agrees to pay the Administrator the sum of \$97,492.59 for the 2010-2011 school year. Salary will be \$117,000 for the 2011-2012 school year and will be reopened for the 2012-2013 school year. Said sum will be paid in twenty-six (26) equal installments each year.
- 4. Pursuant to Section 1229(2) of the Revised School Code, MCL 380.1229(2), the Board hereby employs Administrator for the period commencing on July 1, 2010 and ending on June 30, 2013 subject to and in accordance with the provisions of the Contract.
  - a. The Administrator shall render service for 52 weeks per year during the term of this contract. During the academic year the Administrator shall receive the same time off as certified personnel. The Administrator shall receive twenty (20) vacation days annually to be scheduled outside the academic year, with prior approval of the Board President. Five days may be carried forward per year with a maximum of 25 vacation days per year.
  - b. Administrator's performance shall be evaluated by the entire Board annually, not later than March 31. On or before December 31, 2010, Administrator and Board shall mutually agree upon an evaluation vehicle for Administrator's

- performance that will provide for ratings of at least Unsatisfactory, Satisfactory, and Exemplary. The Board shall use such evaluation vehicle to perform each annual evaluation during the term of this contract.
- c. During the terms of this agreement and any successive terms, the Administrator shall be subject to discharge for good and just cause by the Board. Unless a consideration for non-renewal is issued and received (on or before March 31) in accordance with Section 1229 of the Revised School Code, this contract shall extend for an additional one (1) year period in accordance with that statute. In the event of non-renewal of this contract, if Administrator has attained tenure as a classroom teacher, Administrator will be assigned to a classroom teaching position for which she is certified and highly qualified, provided a position is available and subject to pertinent Collective Bargaining Agreement. For the position of elementary principal, the Board must comply with Michigan's Tenure Law.
- d. The Board reserves the right to establish from time to time such employment regulations as it deems reasonable and to make such modification in any subsequent contract with Administrator as may be permitted by law.
- e. Administrator represents that she possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the regulations of Department of Education and those required by the Board to serve in the position assigned. Administrator also represents that she will meet all continuing education requirements required by law and/or the Department of Education. If at any time, Administrator fails to maintain all certificates, qualifications and/or continuing education requirements, the contract may be terminated by Board and Board shall have no further obligation hereunder.
- f. Administrator agrees to devote her talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Administrator agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board.

- g. Life Insurance. The Board will provide twice the annual salary through the District carrier approved by the Board for Life Insurance Accidental Death and Dismemberment.
- h. Long Term Disability. The Board will provide Administrator long-term disability, insurance coverage of sixty-six and two-thirds percent (66 2/3%) of her monthly wage. The Board reserves the right to change the identity of the insurance carrier, policyholder, or third party administrator for any of the above coverage, provided that comparable coverage, as determined by the Board, is maintained during the terms of this agreement. The Board shall not be required to remit premiums or any insurance coverage for Administrator and her eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder, or third party administrator. The term of any contract or policy issued by an insurance company or third party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. Administrator is responsible for assuring completion of all forms and documents needed to receive the above described insurance coverage. The District, by payment of the premium payments is required to provide the above described insurance coverage, shall be relieved from all liability with respect to insurance benefits.
- i. Sick Leave. At the beginning of each school year, Administrator shall be provided with twelve (12) sick leave days and (5) five personal leave days. Personal leave days will require at least one day advance notice for approval by the Board. The Board may waive this advance notice requirement in the case of emergency and the parties agree that such a waiver shall not establish a precedent. Any personal leave days which are unused will convert to sick leave days and be allowed to accumulate to 90 days (107 at the start of each year). Any accumulated sick leave days above 90 on June 30 of each year shall be paid out at \$40 per day. Upon retirement or resignation from the Westwood Heights District all sick leave days shall be paid out at \$40 per day for the first 90 days and \$20 per day for any additional days.

Arbitration. In the event of any dispute between the parties relating to the discharge of Administrator during terms of this contract, the parties agree to submit such to binding arbitration. Selection of the arbitrator and the arbitration proceeding shall be conducted under the rules of and administered by the American Arbitrations Association. The AAA rules utilized shall be those pertaining to resolution of individual employment disputes. The parties intend that this process of dispute resolution shall be inclusive of all contact and statutory claims advanced by Administrator arising from Administrator's discharge during the term of this contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief.

The arbitrator's fee and the cost imposed by the American Arbitration Association shall be shared equally by the Board and Administrator. Any claim of arbitration under the provisions must be filed with the American Arbitration Association, in writing and served upon the Board within ten days of the effective date of Administrator's discharge. The parties are entitled to have legal or other representation of their own designation during such arbitration proceedings and each party shall be responsible for its own costs incurred in connection with such representation. The decision and award of the arbitration shall be final and binding.

6. Merger, No Modification, Severability. This Contract of Employment contains the entire agreement and understanding between the Board and Administrator with respect to the employment of Administrator and no representation, promise, contracts or understanding, 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 Administrator by the board, are hereby terminated and shall hereafter 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 Administrator and the Board. No valid waiver of any provision of this contract at any time, shall be deemed a waiver of any other provisions of this contract at such time or at any other time.

- If any provisions of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision.
- 7. Benefits shall be identical to those received by the professional staff. In addition, the Administrator shall receive the following benefits: Car allowance starting July 1, 2011 will be \$350 per month. Cell phone allowance starting July 1, 2011 will be \$80 per month. A deposit of \$5,000 will be made into an annuity of the Administrator's choice on July 1, 2011 and July 1, 2012. All expenses will be paid for the Administrator to attend one national conference per fiscal year.
- 8. This contract shall supersede and replace any existing or current contract of employment between the parties.

This agreement is executed on behalf of the School District pursuant to the authority of the Board.

Signatures:

BOARD OF EDUCATION:

Bender Battle Jordan Brenda Battle-Jordan, President

7-15-10

Date

ADMINISTRATOR:

Salli Stevens, Superintendent

7-14-10

Date