

TRAVERSE CITY AREA PUBLIC SCHOOLS SUPERINTENDENT CONTRACT

THIS CONTRACT is entered into as of this 14th day of June, 2010, between the Board of Education of the School District of Traverse City Area Public Schools of Grand Traverse, Leelanau, and Benzie Counties, Michigan, hereinafter called "Board" and "District", respectively, and Stephen E. Cousins, as Superintendent of Schools, hereinafter called "Superintendent."

I

The Board agrees to hire the Superintendent for a term commencing on July 26, 2010, and terminating on June 30, 2013, subject to the terms and conditions of this contract.

- A. Superintendent represents that he/she possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the provisions of Sections 1246 and 1536 of the Revised School Code, the regulations of the Michigan Department of Education, and those required by the Board to serve in the position assigned. Superintendent agrees, as a condition of his/her continued employment, to meet all certification and 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.
- B. 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 his/her responsibilities and directions related thereto.
- C. It is expressly understood that the Superintendent shall not be deemed to be granted continuing tenure as an administrator in the School District of Traverse City Area Public Schools, and the conferral of tenure in this position is hereby expressly withheld.
- D. The Board agrees to pay the Superintendent from July 1, 2010, through June 30, 2013, an annual base salary of One Hundred Fifty-Five Thousand dollars (\$155,000), payable in periodic installments in accordance with the standard policies and procedures as established from time to time by the Board for payment of high-level salaried personnel generally. The Board and Superintendent may establish mutually-acceptable performance-based incentives to apply to years two and three of this contract. The Board hereby retains the right to increase the annual salary of Superintendent during the term of this Contract. Consistent with the provisions of Section 1250 of the Revised School Code, Superintendent's job

performance and job accomplishments will be significant factors in determining any adjustment to Superintendent's compensation. 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.

The Board, at the request of the Superintendent and in accordance with law, will withhold and transfer an amount of salary annually, semi-annually or monthly, said amount to be determined by the Superintendent, permitting the Superintendent to participate, if he so desires, in a tax-deferred annuity program.

- E. As part of his salary remuneration for services under this contract, the Board agrees to provide the Superintendent a tax-sheltered annuity equivalent to .625% monthly of his annual base salary for his retirement. The Superintendent will select the tax-sheltered annuity from the district's recognized list of plans qualifying under Section 403(b) of the Internal Revenue Code.
- F. 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 Superintendent and his/her eligible dependents for enrollment in the following insurance programs:

- 1. The Superintendent will be covered at Board expense under the Board's then current standard group long-term disability (60% of monthly earnings, 90 day waiting period), and term life insurance policy with a death benefit thereunder equal to two times the Superintendent's then current base salary. If the Superintendent elects, in writing, to not receive the group long-term disability protection or the term life insurance, he will be provided cash in lieu of the monthly premiums for the insurance coverage he declines.
- 2. The Superintendent and his dependent family will be covered at the same rate as the non-affiliated administrators' current group health, dental, and vision insurance policies.

The Superintendent may select cash in lieu of the monthly premiums afforded him under the above-listed health and/or dental and/or vision insurance coverage. The monthly amount available will be as limited by the Board and will be added to the Superintendent's gross income with the Superintendent accordingly responsible for signing a "Salary Reduction Agreement" to cover same. With the cash the Superintendent may select a tax-sheltered annuity or mutual fund from the district's recognized list of plans qualifying under Section 403(b) of the Internal Revenue Code. In order to participate in this program, the Superintendent must show proof of health and/or dental and/or vision insurance under another plan.

- 3. The Superintendent shall be entitled to twenty-five (25) vacation days, with pay, per contract year. A maximum of five (5) unused vacation days may be

carried over annually from the previous year with prior written approval from the Board of Education. These days must be used by August 31 or the time will be lost.

4. The Superintendent shall be allowed twelve (12) sick days per contract year which may be banked or accumulated from year to year, up to a maximum of one-hundred-fifty (150) allotted and unused days at the start of any contract year. Any unused sick days remaining at the end of this contract or any extension hereof shall lapse, without compensation. Any time off due to illness in excess of the allotted days then in effect shall not be compensated, except as may otherwise be provided pursuant to the terms of the above disability policy or except as the Board, at its discretion, may otherwise decide.
5. The Superintendent may take up to two (2) personal days, with pay, per contract year to conduct personal business. Any such days unused and remaining at the end of each contract year shall convert to sick leave.
6. 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 his/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.
7. The Superintendent will be paid a car allowance at an annual rate of \$5,000 (to be paid on a monthly basis), to compensate the Superintendent for obtaining and maintaining a suitable business automobile of his choice. All automobile travel required of the Superintendent within the district is intended to be deemed fully compensated by said car allowance. All costs of maintenance, insurance, tires, gas, oil, and the like relating to the automobile will be the responsibility of the Superintendent.
8. The Board shall reimburse the Superintendent for reasonable traveling outside the District (at the standard District rate) and business expenses incurred by him in the performance of his duties hereunder on the basis of detailed expense accounts rendered by him to the Board in accordance with the Board's regular accounting requirements and policies regarding reimbursement of expenses. The Board will provide the Superintendent with a credit card to facilitate the tracking and payment of such expenses, which

shall be used solely for ordinary and necessary business expenses, and for no other purposes. Also, the Superintendent may incur reasonable expenses for professional association dues and fees, and costs for professional conferences and meetings on national, state, and local levels. The Board of Education will be notified prior to out-of-state travel.

9. Bereavement absence without loss of salary shall be allowed up to eight (8) days upon the death of spouse, child, parent, parent-in-law, brother, sister, grandparent, grandchild, brother-in-law, sister-in-law, or dependent.

Absence may be approved for the death of other individuals as approved by the Board President and/or Secretary.

10. Ten (10) days of time off with pay will be included in the Superintendent's work year for holidays in which district offices are closed [Fourth of July (1), Labor Day (1), Thanksgiving break (2), December break (2), New Year's (2), Good Friday (1), and Memorial Day (1)].
11. To assist the Superintendent with career development, continuing education is offered which pays tuition at a rate of 50% upon proof of successful completion of executive leadership development programs.
12. The Board shall maintain travel accident insurance for all approved School District trips in the sum of \$50,000 for accidental death.

II

The responsibilities and duties of the Superintendent shall be as set forth by law and Board policy.

III

The Board shall evaluate the Superintendent orally at quarterly review sessions, and annually in writing. The evaluation shall be presented to and discussed with the Superintendent by the President of the Board. Before the commencement of each year of this contract, the Board and the Superintendent shall meet to discuss and determine the performance standards for said year. The evaluation may include the use of a comprehensive evaluation system involving stakeholders and colleagues.

IV

The Board shall review this contract with the Superintendent on or before April 1, 2011, and take official action determining whether or not to extend the contract and to notify the Superintendent of its action in writing. The evaluation shall take into account

data on student growth as a significant factor.

V

This contract may be terminated by any of the following methods:

- A. Mutual agreement of the parties.
- B. Voluntary retirement of the Superintendent with a minimum of ninety (90) days notice.
- C. Voluntary resignation of the Superintendent with a minimum of ninety (90) days notice.
- D. Incapacity of the Superintendent, in accordance with Board Policy.
- E. The Board shall be entitled to terminate the Superintendent's employment at any time during the term of this Contract when it determines that Superintendent has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if Superintendent materially breaches the terms and conditions of this Contract, or for other causes found to be sufficient by the Board.

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.

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

- F. The death of the Superintendent.
- G. Normal expiration of the term or any extended term of this contract in accordance with its provisions, which shall not be construed as a discharge. 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.

VI

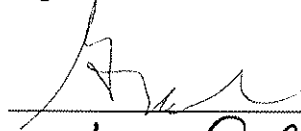
The Board agrees to pay the premium amount for errors and omissions insurance coverage for Superintendent while engaged in the performance of a governmental function and while the Superintendent is acting within the scope of his/her

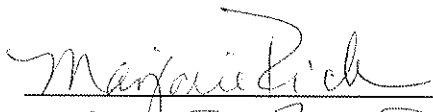
authority. The policy limits for this coverage shall be not less than \$1,000,000. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of Superintendent. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions coverage. In the event that such insurance coverage cannot be purchased in the above amounts and/or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify Administrator. In that event, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to Administrator as is authorized under MCL 691.1408 and MCL 380.11a(3)(d).


VII -- This contract shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the respective parties hereto, except that the Superintendent may not assign his obligations hereunder. This contract may be changed only in writing, signed by both parties. The invalidity of any paragraph, provision or part hereof shall not affect the validity of any other paragraph, provision or part. This contract shall be interpreted and enforced in accordance with the laws of the State of Michigan. In the event of litigation arising under or in connection herewith, each party consents to the exclusive jurisdiction of the courts of the State of Michigan, with venue in Traverse City, Michigan.

IN WITNESS WHEREOF, the parties have executed this contract as of the day and year first above written.

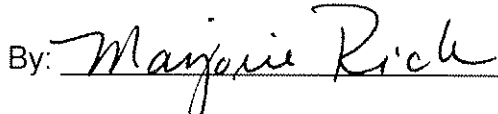
Signed in the Presence of:


Keena Tibbets



Chris Davenport


Debra Luskai

BOARD OF EDUCATION
TRAVERSE CITY AREA PUBLIC SCHOOLS

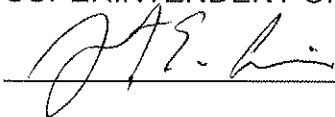
By: 
Its: President

Date: 6/14/2010

By: 
Its: Secretary

Date: 6/14/2010

SUPERINTENDENT OF SCHOOLS



Date: June 12, 2010