

**AIRPORT COMMUNITY SCHOOLS
SUPERINTENDENT OF SCHOOLS
CONTRACT**

THIS AGREEMENT made and entered into, this 27th day of August, 2010 by and between the Board of Education (the "Board") of Airport Community Schools (the "School District"), a governmental entity organized and existing under the laws of the State of Michigan, and John J. Krimmel IV (the, "Superintendent") as follows:

1. The School District agrees to employ John J. Krimmel IV as the Superintendent for its schools for a term of three (3) years from July 1, 2010 to and including June 30, 2013. This contract is based on a 260 day work year.

2. **Duties:** The Superintendent agrees, during the period of this contract, to faithfully perform the duties and obligations in such capacity for the school district including, but not limited to, those duties required by the Revised School Code and by Board policy and guidelines. He will act as an advisor to the Board on matters pertaining to the school administration or the School District, and he will inform the Board of significant administrative action taken on its behalf. The Superintendent shall recommend, effect or cause to be effected, the policies and programs of the Board of Education as may be needed. He will faithfully and diligently fulfill all the duties and obligations incumbent upon him as the executive head of the School Board.

3. **Qualification:** Superintendent represents that he possess, 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 Superintendent agrees, as a condition of his continued employment, to meet all continuing education requirements for the position assigned, as area as may be required by law and/or by the State Board of Education. The Superintendent shall meet the requirements for North Central Association of Accreditation. If at any time, the Superintendent fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, the Contract shall automatically terminate and the Board shall have no further obligation hereunder.

4. **Compensation:** The School District agrees that in consideration for the Superintendent's employment, it will pay the Superintendent at a rate of One Hundred Ten Thousand Dollars (\$110,000) per annum beginning on July 1, 2010 through June 30, 2013. The Superintendent however agrees that for the 2010-11 school year his salary shall be reduced to One Hundred Six Thousand Seven Hundred Sixty-Six Dollars (\$106,766). The payments are to be made in equal installments to be paid every two weeks during the contract period. The Board retains the right to adjust the annual salary of the Superintendent during the term of this Contract with the salary adjustment not to reduce the annual salary below the figure stated above. Any adjustment in salary made during the life of this Contract shall be in the form of an amendment and shall become a part of this Contract.

In addition, the Superintendent shall receive a tax sheltered annuity annually in the amount of Five Thousand Dollars (\$5,000) to be paid by June 30 of each contract year.

5. **Transportation Allowance:** The Board shall provide the Superintendent with a monthly allowance to cover transportation costs required in the performance of his official duties during his employment under this Contract. The monthly transportation stipend of Three Hundred Fifty Dollars (\$350) shall be due on or about the first of each month. This is taxable income if no receipts are provided.

6. **Vacation/Personal Days/Sick Days:** The Superintendent shall receive twenty-five (25) days of vacation annually exclusive of holidays and shall be entitled to fourteen (14) days of sick leave annually; two days of the fourteen (14) days of sick leave may be used for personal business. The Superintendent shall be able to carryover a maximum of ten (10) vacation days to the subsequent year such days were received or receive payment for any unused vacation days up to a maximum of ten (10) vacation days per year. Earned sick leave shall be cumulative up to a maximum of one hundred and thirty-two (132).

a. As the Superintendent has 61.5 sick days accumulated as of August 30, 2010, he will be permitted to retain these days.

b. **Payout of Unused Sick Days.** Payout upon the retirement of the Superintendent from the School District for unused sick days shall be as follows: One Hundred and Seventy Five Dollars (\$175) per day for a total not to exceed one hundred and thirty-two (132) days. The Superintendent shall receive this payout over up to three (3) years, at the discretion of the Board. The payout will be made payable through a 403(b) plan, as an employer contribution. The Employee shall not have the ability to take sums in cash.

7. **Fringe Benefits:** The Superintendent shall receive medical, dental, vision and group long-term disability insurance as provided to other administrators of the School District. The Superintendent shall receive life insurance in the amount of two (2) times his annual salary.

Health Insurance – Full premium paid by Board according to family status for health insurance comparable to MESSA Choices II-PAK-A, \$10/\$40, \$10/\$40 Saver RX drug card, \$500/\$1,000 deductible, and \$20/\$25/\$50 office visit, urgent care and emergency room co-pays respectively. Medical deductibles and co-pays will be paid by the Employee.

All other benefits afforded to the Superintendent shall be as follows:

- a. **Liability Coverage** – The Superintendent shall be covered under the District’s Comprehensive General liability Policy or other appropriate group liability policies up to Three Million (\$3,000,000) in coverage for each occurrence.
- b. **Payment of Professional Dues** – Annual membership dues for MASA and AASA, state and national professional organizations, shall be paid by the Board.
- c. **Severance/Retirement** – Upon retirement from the School District the Superintendent shall be compensated at the rate of Five Hundred Dollars (\$500) per year for every year of employment as an administrator in the School District. For the purposes of this subsection, one (1) year shall be granted for every full year worked or for fifty percent (50%) or more of a school year. If eligible for such a payout, the Superintendent shall receive this payout over up to three (3) years, at the discretion of the Board.
- d. **Funeral Leave** – The Superintendent shall be allowed up to five (5) days with pay for the death of a family member.

8. **Professional Development.** The Board expects the Superintendent to continue his professional development and expects him to participate in relevant learning experiences. The Superintendent may attend appropriate professional meetings at the local, state and one (1) national level conference or an equivalent seminar, the expenses of said attendance to be incurred by the School District. The Superintendent shall request prior Board approval for national event attendance and travel. Such request to the Board shall include estimated expenses for the national level conference. The Superintendent shall file an itemized expense statement with the Chief Financial Officer for all local, state and national conferences.

9. **Evaluation.** The Board shall evaluate the Superintendent, at least annually, using criteria and an evaluation process mutually agreed to by the Board and the Superintendent, taking into account data in student growth. Based upon the Superintendent’s evaluation, the Board in its sole discretion may grant a merit pay stipend in an amount to be determined by both parties. If evaluated to be less than satisfactory the Superintendent shall not be eligible for any pay increase for the upcoming school year.

10. **Physical Examination.** The Superintendent will be provided a fully paid annual physical examination during the term of this Contract.

11. **Tenure.** The Superintendent agrees that he shall not be deemed to be granted continuing tenure in such capacity or in any other capacity other than that of a classroom teacher. Nor shall the decision of the Board not to continue or renew the employment of the Superintendent for any subsequent period in any capacity, other than a classroom teacher as may be required by tenure law, be deemed a breach of this Agreement or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

12. **Termination.** The Board shall be entitled to terminate the Superintendent's contract at any time during the term of this contract for acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetence, inefficiency, if the Superintendent materially breaches the terms and conditions of this Agreement, or for any other reason which is not arbitrary and capricious. The Superintendent will be entitled to written notice of charges and an opportunity for a hearing before the Board if the Board undertakes dismissal of the Superintendent. In the event of termination of employment during the term of this Agreement, this contract shall automatically terminate and the Board shall have no further obligation thereunder.

13. **Contract Extension.** The Board shall annually, on or before March 31 during each year of this contract, take official action determining whether or not it is extended for an additional year and notify the Superintendent of its action in writing. If no action is taken by the Board, the contract shall be deemed not to have been extended for an additional year.

14. **Contract Non-renewal.** The Board specifically reserves the right to non renew this contract or any extension of the contract regardless of cause or reason. Pursuant to Section 1229 of the Revised School Code, if the Board of Education intends to let the Superintendent's contract expire, it must provide the Superintendent with written notification of the Board's decision not to renew the contract at least ninety (90) days prior to the contract's expiration date. If the Board does not comply with this requirement, the Superintendent's contract is automatically renewed for an additional one (1) year period.

15. **Disability.** During the term of this Contract, the Superintendent's salary will be continued by the School District for the first ninety (90) calendar days (until LTD coverage begins) for temporary incapacity due to illness or other disability deducted from his accumulated sick leave. At any time the Superintendent has been incapacitated by illness or otherwise for a continuous period exceeding six (6) calendar months, the School District may terminate this contract by furnishing written notice to the Superintendent.

As used herein, the term "incapacity" means inability to perform full-time duties as Superintendent. The School District reserves the right to require satisfactory proof of any such incapacity, and in this connection to have the Superintendent examined by a physician of its choice and at its expense.

16. **Arbitration.** The parties agree that any dispute or controversy involving the provisions, obligations or rights of this Agreement shall be submitted to binding arbitration. Such arbitration shall be conducted according to the rules of the American Arbitration Association, with jurisdiction in the County of Monroe, Michigan. The law of the state of Michigan shall be governing over this contract and any disputes related thereto. The arbitrator's fee and the cost of the American Arbitration Association shall be shared equally between the parties. All parties may have representation but shall be responsible for the cost of same. Arbitration shall be filed within one hundred and eighty (180) days of the alleged breach of contract.

17. **Plain Meaning.** This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties hereto.

18. **Entire Contract.** This Contract constitutes the sole and entire existing agreement between the parties. It supersedes and cancels all prior contracts, all prior practices, whether oral or written, and expresses all obligations and restrictions imposed upon the Board and the School District. Provided, that this contract is voidable pursuant to the provision of the Revised School Code pertaining to criminal history background checks and unprofessional conduct checks. In order to be valid and binding, all changes and modifications to the Agreement shall be in writing, approved by the Board of Education and signed by the Superintendent and the Board of Education.

IN WITNESS WHEREOF the parties hereto set their hand this _____ day of _____, 2010.

**AIRPORT COMMUNITY SCHOOLS
BOARD OF EDUCATION**

By: _____
James M. Geiermann, President

By: _____
Gina Baker, Trustee

By: _____
Margaret Hoffman, Vice President

By: _____
Allen Burger, Trustee

By: _____
Timothy Dunne, Secretary

By: _____
Bart Stasa, Trustee

By: _____
Paul Miller, Treasurer

By: _____
John J. Krimmel, Superintendent