

ASSISTANT SUPERINTENDENT CONTRACT

This Agreement entered into this 1st day of **July 2017**, between **Christina Kostiuk** (the Assistant Superintendent”) and the Bloomfield Hills School District Board of Education (the “Board”), by its Superintendent, who has been delegated the authority to contract with the Assistant Superintendent.

1. **Length of Contract:** The Board agrees to engage the Assistant Superintendent for the term of two years, commencing **July 1, 2017, to June 30, 2019**. This contract will be renewed each year thereafter unless notification is given by either party in writing as provided for in the Revised School Code, MCL 380.1229.

2. **Position:** The Assistant Superintendent shall be employed in the position of Assistant Superintendent for Business Services, a twelve-month position. The Board retains the right to reassign the Assistant Superintendent to another position at any time.

3. **Salary and Benefits:** For annual services, the Assistant Superintendent shall be paid a salary in equal periodic installments by the Board during each year of this Contract consistent with the School District’s policies and procedures. Annual compensation for the 2017-2018 school year will be **\$144,182** which is **Step 5** of the Assistant Superintendent salary schedule, plus \$5,000 Board paid TSA (see Schedule A(1)(G) for the TSA). In addition, the Assistant Superintendent will receive an off-schedule bonus in the amount of **\$2,168** for 2017-2018 which will be paid in two installments on or before December 31, 2017 and June 30, 2018 and an off-schedule bonus in the amount of **\$2,884** for 2018-2019 which will be paid in two installments on or before December 31, 2018 and June 30, 2019. The Board of Education shall determine the annual salary for each year thereafter. The Board is authorized to make such payroll deductions as are required by law or authorized by the Assistant Superintendent. Leave days, insurance, and fringe benefits shall be as provided in Schedule A, which from time to time may be amended by the Board of Education.

4. **Provisions:** The employment of the Assistant Superintendent in this Contract is subject to the following provisions:

- (a) **Qualifications:** The Assistant Superintendent represents to the Board that she is qualified for this position under the laws of the State of Michigan.
- (b) **Continuing Education Requirements:** Assistant Superintendent agrees that she will fulfill the continuing education requirements required by MCL 380.1246, the Rules of the State Board of Education, and any additional requirements that may be established by the Board or Superintendent.
- (c) **Employment and Duties:** The Assistant Superintendent agrees to perform the duties prescribed for the position in accordance with all applicable laws, to fulfill the rules and regulations of the Board and/or the Superintendent. The Assistant Superintendent warrants that she will perform her assigned duties to the satisfaction of the Board and Superintendent and that she will faithfully serve and be regardful of the interests of the District.

- (d) **Professional Conduct:** The Assistant Superintendent agrees to fulfill this Contract and perform the employment duties and functions required of all employees of the District in a manner that encourages quality in the educational process and fulfills the standards of professional conduct.
- (e) **Probationary Period:** The Assistant Superintendent served a probationary period of two years in the 2011-12 and 012-13 school years.
- (f) **No Administrative Tenure:** The Assistant Superintendent agrees that she shall not have tenure as an Assistant Superintendent of the District. She agrees that by virtue of this Agreement, she shall not be deemed to be granted continuing tenure in any administrative or assigned capacity, nor shall failure of the District to continue or re-employ her in any capacity be deemed a breach of this Agreement.
- (g) **Termination Prior to Expiration Date:** This Contract may be terminated by the District prior to the expiration date for a reason that is not arbitrary and capricious, including unsatisfactory performance or misconduct of the Assistant Superintendent or if the Assistant Superintendent violates any of the terms or covenants of this Contract.

The Assistant Superintendent may terminate this Contract by giving written notice at least 30 days prior to the intended termination date.

- (h) **Non-renewal of Contract:** Since the probationary period has been completed, any non-renewal of this Contract shall be pursuant to and in full compliance with the applicable provisions of the Revised School Code (MCL 380.1229) and any amendments thereto. Should the Assistant Superintendent not be provided with written notice of non-renewal prior to the termination date of this Contract, the Contract shall thus be renewed for an additional year and each year thereafter until such notice is provided.

5. **Indemnification of Assistant Superintendent:** The Board agrees to indemnify and hold the Assistant Superintendent harmless from and against all claims, suits or administrative proceedings, judgments, damages, liabilities, (including attorney fees, costs and expenses) asserted by any third party against the Assistant Superintendent arising from actions taken or decisions made in good faith within the scope of employment during the term of this Contract notwithstanding that said claims may be asserted after the termination of this Contract. However, the indemnity given shall not extend to any claims, demands, suits, administrative proceedings, or judgments arising out of the alleged intentional tortuous actions or inactions (as opposed, for example, to alleged acts of negligence) of the Assistant Superintendent. The Assistant Superintendent shall give the Board notice of the nature of any claim for indemnification hereunder promptly upon receipt of notice of any claim or action. The Board shall have the right to conduct the defense of any such claim and the Assistant Superintendent shall fully cooperate with the Board in the defense. The Assistant Superintendent may, at Assistant Superintendent's own cost and expense, employ counsel to assist in such defense.

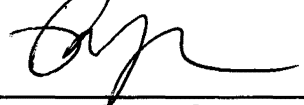
6. **Amendment of Contract:** This Contract may be amended only in writing signed by the parties or their respective authorized representatives. The requirement that all amendments be in writing executed by the parties, cannot be waived except in writing signed by the parties. This contract is also subject to all applicable federal and state statutes, rules and regulations.

The parties, by their signatures below, agree to the terms and conditions of this Contract.

ASSISTANT SUPERINTENDENT

By: 
Christina Kostiuk, Assistant Superintendent

BLOOMFIELD HILLS SCHOOLS

By: 
Robert Glass, Superintendent

Insurance and Other Benefits
— Schedule A —

(1) **Cafeteria Benefits Plan**

(A) **Commencement and Duration of Benefits:** Benefits shall commence on the first day of hire. Coverage shall remain in effect as long as the Assistant Superintendent is actively employed by the school district. If the Assistant Superintendent terminates during the school year or retires, benefits shall terminate at the end of the month in which the Assistant Superintendent last works or exhausts Family and Medical Leave Act leave. Benefits also terminate when an employee commences long term disability leave or has been on worker's disability compensation leave exceeding one year.

(B) **Benefits:**

(1) The Board will provide and pay the premiums for the following coverages and benefits, which will be equivalent to that of employees represented by the Administrative Council: a) major medical/hospitalization, b) dental plan, c) vision plan, d) cash in lieu of health insurance option, and e) salary continuation (short term disability). The following related provisions in the Administrative Council Agreement also apply to the Assistant Superintendent: f) contribution towards health care, g) rebate of contribution toward health care for a participation in an annual health risk assessment, h) district-provided contribution toward the Health Savings Account, and i) event of the Assistant Superintendent's modification or discontinuance of election for medical/hospitalization coverage. The Assistant Superintendent must fully comply with insurance company or self insurance regulations as a condition of receiving such benefits. The benefits and coverages may be amended at the discretion of the Board of Education.

(2) The Board will also provide and pay the premiums for the following coverages and benefits. The Assistant Superintendent must fully comply with the insurance company or self insurance regulations as a condition of receiving such benefits. The following benefits and coverages may be amended at the discretion of the Board of Education.

- a. **Life Insurance:** The School District shall pay the premium for group term life insurance in the amount of \$225,000.
- b. **Accidental Death and Dismemberment:** The School District shall pay the premium for an accidental death and dismemberment insurance policy in an amount of \$50,000.
- c. **Additional Life Insurance:** The Assistant Superintendent will have the option to purchase additional life insurance with pre-tax dollars, to a maximum of \$300,000 (if permitted by the insurance company) at the beginning of each Flex Election period. Any amount in excess of \$50,000 will be considered as additional imputed income in compliance with current IRS regulations. Evidence of insurability will be required after the initial enrollment period.

- d. **Dependent Life Insurance:** The Assistant Superintendent will have the option to purchase life insurance for her spouse and/or dependents with after-tax dollars at the beginning of each Flex Election period. The coverage shall be offered in the amount of \$5,000 and \$10,000. Evidence of insurability will be required after the initial enrollment period.
- e. **Flexible Spending Accounts:**
1. **Health Care Reimbursement Account:** The Assistant Superintendent will have the option to participate in a pre-tax Health Care Reimbursement Account as defined by the Internal Revenue Service and as outlined in the *Educated Choices Workbook*.
 2. **Dependent Care Reimbursement Account:** The Assistant Superintendent will have the option to participate in a pre-tax Dependent Care Reimbursement Account as defined by the Internal Revenue Service and as outlined in the *Educated Choices Workbook*.
- f. **Long-Term Disability**
1. **Benefits:** The School District shall pay the premium for a long term disability plan. Such disability insurance shall provide benefits of 66 2/3% of the monthly earnings to the Assistant Superintendent who is unable to work due to extended sickness or injury. The benefits of this plan shall commence after twelve (12) months of such sickness or injury. Benefits shall be payable until the Assistant Superintendent reaches age sixty-five (65), provided the Assistant Superintendent continues to be disabled under the provisions of the insurance policy.
 2. **Computation of Monthly Earnings:** For the purposes of Long-Term Disability coverage, monthly earnings shall be the Assistant Superintendent's regular salary at the time of the disability divided by twelve (12) months.
 3. **Benefits Reduced By Other Remuneration:** The amount received from the insurance company will be reduced by any primary remuneration for which the Assistant Superintendent is eligible during the benefit period from the employer, the Michigan Public School Employee's Retirement System, the Federal Social Security Act (both primary and dependent), the Railroad Retirement Act, Veterans' benefits or other such pensions.
 4. **Position Held Open for One Year:** On the date the Assistant Superintendent commences a long-term disability (LTD) leave, the Assistant Superintendent's position will no longer be held open for the Assistant Superintendent. However, if the Assistant Superintendent is medically able to return to work within one calendar year of the date of the commencement of the leave, the Assistant Superintendent will be given consideration for placement in a vacant administrative position for which the Assistant Superintendent is certified (if applicable) and qualified, as determined by the Superintendent. The Assistant Superintendent must supply a physician's authorization permitting the Assistant Superintendent to return to work and may be required to have

a return-to-work examination by a physician or medical facility designated by the District. If the Assistant Superintendent's physician and the District's physician or medical facility do not agree that the Assistant Superintendent is medically able to return to work, and independent physician or medical facility, paid for by the District, may examine the Assistant Superintendent, and this decision will be final. This paragraph does not apply to an Assistant Superintendent who retires.

If the Assistant Superintendent does not return to work within one year from the commencement of the LTD leave, the Assistant Superintendent will be separated from employment with Blo9omfield Hills Schools.

(2) **Other Benefits**

(A) Compensable Leave Days

The Assistant Superintendent shall earn one leave day each month during the school year, to a maximum of twelve (12) leave days per school year. The leave days will be available on July 1 of each school year, and may be used for the following purposes:

1. Personal Illness
2. Absence for critical illness in the family and/or to make arrangements for medical care (family members shall include the following: spouse, children, parents, brother, sister, grandparents, parents-in-law, or members of the same household).
3. Three days for personal business.
4. Three (3) days per year for observance of religious holidays.
5. Funeral leave - up to three (3) days for the purpose of attending to a death in the immediate family. Additional leave will be granted, if necessary.
6. For important and urgent matters that cannot be handled outside school hours or scheduled at any other time. Special leave days, however, will be at the discretion of the Superintendent of Schools.

The above leaves, with the exception of funeral leave, personal illness and illness in the family, will be granted only to the extent that current leave days are available. Unused leave days, left over at the end of the school year, will be carried over for use in the subsequent school year.

(B) Vacation Days

The Assistant Superintendent is eligible to receive 20 vacation days each full school year worked. After five full years as an Assistant Superintendent, the Assistant Superintendent is eligible to receive 22 vacation days per school year. If the Assistant Superintendent works less than a full school year the vacation days will be prorated. The vacation days will be available for use on July 1 of each year. Any unearned vacation time, taken in advance of being earned, will be deducted from the Assistant Superintendent's final pay check at the time of termination.

(C) **Holidays**

The Assistant Superintendent shall receive the following ten (10) paid holidays: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving and the day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve.

(D) **Reimbursement for Expenses**

The Assistant Superintendent shall be reimbursed for reasonable and necessary expenses incurred for or on behalf of the District, provided the expenses are related to the interest of the District.

The Assistant Superintendent shall also be reimbursed for dues and expenses in connection with appropriate professional organizations and community activities provided such expenses are supported with proper vouchers together with requests for reimbursement.

All expenses shall be approved by the Superintendent or designee.

(E) **Workers' Disability Compensation**

1. **Notification:** In the event of any on-the-job injury, the Assistant Superintendent must notify the personnel office and complete an accident report as soon as possible, but in no event later than three (3) calendar days after the occurrence.

2. **Doctor Visits:** If the Assistant Superintendent is required to go to the doctor as a result of an on-the-job accident, she will be paid for such work day without such time being charged against leave days, unless such injury was caused by horseplay or negligence of the involved Assistant Superintendent. It is understood that visits, other than the initial one at the time of the accident, will be scheduled at times other than when the Assistant Superintendent is scheduled to work unless approved by the immediate supervisor.

3. **No Leave Days Charged:** It is understood that no leave days shall be charged for absences related to a compensable job-related accident.

4. **Workers' Compensation Pay Differential:** In the event the Assistant Superintendent is absent from work due to a job-related accident, the Assistant Superintendent will be paid, for a period not to exceed twelve months from the date of the accident, the difference between the full salary and such monies as may be received as Workers' Disability benefits (loss-of-time benefits).

Should the Assistant Superintendent continue to be off work beyond a period of twelve (12) months, short-term disability benefits, provided in the Salary Continuation section of the agreement, will not be paid.

5. **Benefits Beyond One Year:** Benefits beyond one year shall be payable only under the terms of the Workers' Disability Compensation Act and LTD insurance coverage of the District. No District supplement will be made after twelve months, nor shall the District paid benefits under the Cafeteria Benefits Plan be provided.

6. **Assistant Superintendents Who Do Not Return to Work within One Year**

of Commencement of Leave: If the Assistant Superintendent on Workers' Disability Compensation leave does not return to work upon the conclusion of one calendar year from the date of the commencement of the leave, the Assistant Superintendent's position will not be held open for the Assistant Superintendent. However, if the Assistant Superintendent is medically able to return to work within two calendar years of the date of the commencement of the leave, the Assistant Superintendent will be given consideration for placement in a vacant administrative position for which the Assistant Superintendent is certified (if applicable) and qualified, as determined by the Superintendent. The Assistant Superintendent must supply a physician's authorization permitting the Assistant Superintendent to return to work and may be required to have a return-to-work examination by a physician or medical facility designated by the District. If the Assistant Superintendent's physician and the District's physician do not agree that the Assistant Superintendent is medically able to return to work, an independent physical or medical facility, paid for by the District, may examine the Assistant Superintendent, and this decision will be final. If the Assistant Superintendent retires during the two year period, this paragraph does not apply.

If the Assistant Superintendent does not return to work within two years of the date of the commencement of the leave, the Assistant Superintendent will be separated from employment with Bloomfield Hills Schools.

(F) Unpaid Leave of Absence

1. **Protracted Illness:** The Assistant Superintendent shall be entitled to a leave of absence in cases of protracted or extended illness. The Assistant Superintendent must notify and apply for the leave within the first three (3) days of absence, whenever possible. Upon application to the Board, such leave shall be granted for up to one year, except the Board may grant approval for an additional year upon written request.

2. **Family and Medical Leave Act:** The Family and Medical Leave Act (FMLA) of 1993 provides that an unpaid leave of absence may be granted for a maximum of twelve (12) weeks during any twelve-month period to eligible employees for family medical or personal medical reasons.

3. **Military Leaves:** If the Assistant Superintendent is inducted or enlists for military duty in any of the armed forces of the United States, she shall be granted a leave of absence for a period not to exceed three (3) months beyond her honorable discharge date. Full credit toward advancement on the salary schedule shall be granted.

(G) Tax Sheltered Account and Front Load Option

The Assistant Superintendent may elect to make compensation reduction agreement contributions to a tax sheltered account program offered through the District (in accordance with applicable Internal Revenue Code Sections). The Assistant Superintendent is also entitled to a tax sheltered account front load salary deduction on the first pay of her salary year up to 10% of her contract amount if she elects such deduction on a timely basis. This amount will be allowed in addition to any amount otherwise authorized by the Assistant Superintendent for bi-weekly deduction during the pay year.

The Assistant Superintendent must arrange for the deduction with her TSA carrier, and the one-time deduction authorization received in the personnel office at least ten days prior to the first pay date of the new salary year.

Employer Paid Tax Sheltered Account

The Board will make an annual prorated contribution to the tax sheltered account (TSA) selected by the Assistant Superintendent in the amount of \$5,000. Payment will be made in two (2) installments on or before December 31 and June 30 of each school year.

(H) Severance

1. **Severance Program:** The severance program is available for the Assistant Superintendent if she has a minimum of ten years of administrative service to the Bloomfield Hills Schools. Eligibility will be based upon one of three categories for administrative service of 10, 15 or 18 years. Years between categories will be prorated.

2. **Severance Benefit:** The severance benefit is as follows:

Years of Administrative Service - Bloomfield Hills Schools		
<u>10 years</u>	<u>15 years</u>	<u>18 years</u>
\$19,000	\$21,500	\$25,000

3. **Eligibility:** Eligibility for severance payment will be premised upon receipt, by the Personnel Office, of a written resignation from the Assistant Superintendent.

(I) Alternate Severance Plan

If the Assistant Superintendent has service in another Bloomfield Hills Schools employee group having a severance benefit, the Assistant superintendent has the option to elect the severance benefit provided by the other employee group. If the Assistant Superintendent elects this option, the Assistant Superintendent's total years of service to Bloomfield Hills Schools (as a regular employee) will be considered in determining eligibility for severance benefits of the group of which the Assistant Superintendent was previously a member. Eligibility for the severance program of a group other than as an Assistant Superintendent will be premised on full compliance with that group's provisions. An Assistant Superintendent will have access to only on District-paid severance provision.

(J) Retirement Life

If the Assistant Superintendent retires from the school district within the provisions of the Michigan Public School Employees Retirement System (MPERS), the Board will pay the premium to provide group term life insurance, until the Assistant Superintendent reaches the age of 70 years, in the following amounts:

- a. 50% of the group life insurance in effect at the time of retirement to age 65;
- b. 25% of the group life insurance in effect at the time of retirement from and after attaining the age of 65 to age 70; and
- c. at age 70, all Board paid group life insurance coverage will terminate.



**TERMINATING SUPPLEMENTAL CONTRACT
JULY 1, 2019 - TBD**

This supplemental contract is between Bloomfield Hills Schools and **Christina Kostiuk**. The terms of this supplemental contract are as follows:

- **Christina Kostiuk** is currently under contract to serve as the Assistant Superintendent for Finance & Operations.
- Bloomfield Hills Schools wishes to employ **Christina Kostiuk** to serve as an Interim Superintendent effective July 1, 2019 until such time the Board of Education appoints a Superintendent.
- Ms. Kostiuk will be paid a supplemental per diem rate of \$115 in addition to her current salary while serving in a dual capacity.
- This contract will terminate upon the appointment of a new Superintendent.
- This contract may not be amended, except in writing, by the parties whose signatures are below.

Paul Kolin, President
Board of Education

5/23/19

Date

Christina Kostiuk
Assistant Superintendent
Finance & Operations

5/14/19

Date

Lisa Efras, Secretary
Board of Education

5-23-19

Date