

BURR OAK COMMUNITY SCHOOLS  
SUPERINTENDENT/DIRECTOR OF CURRICULUM  
CONTRACT OF EMPLOYMENT

This contract of Employment entered into this 30<sup>th</sup> day of June 2021, between the Burr Oak Community Schools Board of Education, County of St. Joseph, State of Michigan, hereinafter referred to as the Board, and Kristina Owens hereinafter referred to as Superintendent. The Board in accordance with its action found in the minutes of its meeting held on the 18<sup>th</sup> day of May 2020, had, and does hereby employ the Superintendent for a one (1) year period commencing on July 1, 2021, and ending on June 30, 2022, according to the terms and conditions as described and set forth herein as follows:

1. The Superintendent agrees to faithfully perform the duties as Superintendent as may be assigned from time to time by the Board and such other duties as are required pursuant to the policies and regulations of the State of Michigan and the United States of America. She shall be entitled to present her recommendations to the Board on any subject under consideration by the Board. Superintendent acknowledges that she is subject to assignment and transfer to another position of employment in the School District at the discretion of the Board should the Board decide to realign position. Such assignment or transfer may be a position of equivalent responsibility.
2. Superintendent agrees to and shall, during the term of this Contract, devote her time, attention, and energy to her position with the School District. However, she may engage in any for-profit, not-for-profit, or charitable activities at her discretion that do not conflict with her duties under this Contract. Such outside activities include, but are not limited to, lecturing, engaging in writing activities, and accepting speaking engagements. If such outside activities require the Superintendent to be absent during regularly scheduled hours and are not part of a professional meeting or conference approved by the Board, she shall use Vacation Leave days to perform such activities and shall retain any honorarium, salary, or fee paid to her. In no case will the Board be responsible for any expense related to the performance of outside activities.
3. Superintendent pledges to use her best efforts to maintain and improve the quality of the operation of the School District and constantly promote efficiency in all areas of her responsibility.
4. Superintendent represents that she possesses, 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 her continued employment, to meet all continuing education requirements for the position assigned, as may be required by the State Board of Education. 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, this contract shall automatically terminate, and the Board shall have no further obligations hereunder.
5. Superintendent shall be paid at an annual salary rate of Eighty-three thousand, nine hundred, twenty-four dollars (\$83,924) in consideration of her performance of the duties and responsibilities of this position. (All previous contracts were combined into one – curriculum director, K-12 Principal, Assistant Sup.)

6. The annual salary shall be paid in twenty-six (26) or twenty-seven (27) equal bi-weekly installments annually thereafter beginning with the commencement of the fiscal/contract (July 1 – June 30). Upon separation of the Superintendent during any fiscal/contract year, her salary shall be adjusted to reflect payment, on a per diem basis, for the number of days on which services were actually and physically rendered during the contract year. Any amounts due the Superintendent upon separation shall be remitted by the Board to her as soon as such amounts can diligently be determined. Any salary amounts received by the Superintendent in excess of days worked during the fiscal/contract year shall be deducted from the Superintendent's remaining wages and Superintendent, by executing this contract, hereby gives her written consent for such deduction. Any wage overpayments not recoverable by the Board through wage deduction shall be remitted to the Board by the Superintendent within three (3) business days of separation from employment. If not paid in this manner, the Superintendent agrees that judgment may be entered against her in any Michigan court of competent jurisdiction for such amount(s).
7. The Board shall review the Superintendent's performance annually. This annual evaluation will be based on the Superintendent's achievement of goals established prior to the beginning of each school year and provided to the Superintendent in writing as soon as practicable.
8. Superintendent agrees that she shall not be deemed to be granted continuing tenure in the position initially assigned or to which she may be assigned or transferred or in any capacity other than that of a classroom teacher, should the probationary period required for tenure as a teacher be fulfilled, by virtue of this contract or any employment assignment (requiring certification) with the School District. Nor shall the decision of the Board not to continue or renew the employment of Superintendent for any subsequent period in any capacity, other than as a classroom teacher, as may be required by tenure law, be deemed a breach of this Contract or a discharge or demotion within the provisions of the Michigan's Teacher's Tenure Act.
9. Superintendent, upon request of the Board, shall suit 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 can perform the essential job functions required by her assignment, with or without job accommodation. Any physical or mental examinations or inquiries shall be considered and treated as confidential. The Board shall pay the cost of such examinations.
10. The Board reserves the right to change the identity of the insurance carrier, policyholder, or third-party administrator for any of the insurance programs specified under this Contract, provided that comparable coverage, as determined by the Board, is maintained during the term of this Contract. The Board shall not be required to remit premiums for any insurance coverages for Superintendent and her eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder, or third-party administrator. The terms of any contract or policy shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. Superintendent is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The Board, by payment of the premium payments required to provide the above-described insurance coverage, shall be relieved from all liability with respect to insurance benefits.

The Superintendent shall be eligible for the following:

- a. Health Insurance: The District will make premium payments up to the cap amount on the Superintendent's health insurance plan, which will include dental, vision, and life. Said plan will be equal to what other certified employees of the District are offered.
- b. Phone Allowance: Superintendent is not requesting phone allowance at this time.
- c. 403(b) Tax Sheltered Annuity: The normal ORS contribution toward pension that the District pays. Said annuity will be governed by all IRS regulations.
- d. In addition to the normal ORS contribution toward the 403(b) tax sheltered annuity, the District will match up to \$2500 of employee contributions to her pension.
- e. Holidays: Labor Day, Thanksgiving plus the day after, Christmas day plus the day after, New Year's Day plus the day after, Good Friday, Memorial Day, July 4<sup>th</sup> and the day after.
- f. Vacation days: twenty-five (25) days per fiscal year. The Superintendent will schedule vacation days in a manner to minimize interference with the operations and conduct of business of the school District through approval by the Board President. The Superintendent understands that she will need to be available by phone when on vacation unless prior arrangements have been made with other administrators and acknowledges this job is a 24/7 responsibility.
- g. Funeral Leave: Five (5) days of funeral leave will be granted for an immediate family member's death (parent, child, in-laws). These days do not accumulate. One (1) day of leave will be granted for non-immediate family unless travel is involved. If travel is involved, up to five days will be granted. The attendance of a funeral as a representative of the District will not be charged/documented as funeral leave.
- h. Sick days: ten (10) days per fiscal year, cumulative with no pay out at contract end.
- i. Disability Leave: In the event of the Superintendent's mental or physical incapacity to perform her duties, she shall be granted an initial leave of ninety (90) days for the purpose of recovery. The Superintendent shall first exhaust any accumulated sick days, accrued vacation time with the balance of ninety (90) work-day period to be unpaid. Health plan premium payments shall be made on behalf of the Superintendent as if she were at work. However, if the Superintendent fails to return to work following the leave for reasons in the control of the Superintendent, the Superintendent shall reimburse the Board the premium contribution costs. Upon using this leave provision, the Superintendent shall furnish medical certification to the Board (or its designee) as to the necessity for the leave. If the Board (or designee) has reason to doubt the validity of the medical certification supplied by the Superintendent, a second opinion may be requested, at District expense. A workers' compensation leave would run concurrent with disability leave.

In Witness Whereof, the parties have caused this Contract to be executed on the day and year first above written.

Date: July 1, 2021

Kristina Owens  
Kristina Owens, Superintendent

Burr Oak Community Schools  
Board of Education

11. The Superintendent shall have the right to take such action as may be authorized by the Board to protect the safety of the Superintendent, the safety of other persons, or preserve or protect property. If the Superintendent is subpoenaed to appear in criminal proceedings arising out of an assault by a student, the time lost shall not be charged against the Superintendent. The Board will reimburse the Superintendent for property damage or loss caused by the Board, the School District, or a student not covered by the Superintendent's insurance up to \$100 or not reimbursed by the student/parent provided such loss or damage was not related to the Superintendent's negligence. Full replacement will be paid for glasses, prosthetics, or hearing aids not covered by insurance, service contract, warranty, or supplementary insurance coverage if the student/parent is not responsible for reimbursement. The Superintendent must present proof that the item is not covered, as outlined above, before payment will be made. Damage must not be related to the Superintendent's negligence. Superintendent is encouraged not to bring, or leave, expensive personal items at school or in any unsecured areas. The Board will not reimburse for loss or damage to jewelry.
12. The Board shall be entitled to terminate the Superintendent's employment at any time during the term of this contract for acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetence, conviction or commission of a felony or misdemeanor or if Superintendent materially breaches the terms and conditions of the Contract. In the event that the Board undertakes to dismiss Superintendent during the term of this contract, she shall be entitled to written notice of changes 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.
13. The Superintendent shall be entitled to terminate her employment and this Contract at any time during the term of this contract upon thirty (30) days' written notice to the Board.
14. This Contract of Employment contains the entire agreement and understanding by and between the Board and Superintendent with respect to the employment of Superintendent and no representation, promises, contracts or understandings, 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 Superintendent 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 the Superintendent and the Board. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provision of this Contract at such time or at any other time.
15. If any provision of this Contract becomes or is declared by a Court of competent jurisdiction to be illegal, unenforceable, or void, this Contract shall continue in full force and effect without said provisions.
16. The Superintendent will be granted up to five days of work leave per year to attend business related events, such as MASA (Michigan Association of Superintendents & Administrators) conferences or leadership academies. The District will pay for any business-related expenses such as conference fees, meals, lodging and mileage. The District will pay for membership fees that are relevant to the position of Superintendent.

Date July 1, 2021

Ryan Root  
Ryan Root, Board President

Date July 1, 2021

Britta Baxter  
Britta Baxter, Board Secretary

