

**Superintendent/7-12 Principal Employment Contract
Between**

**Peter A. Kelto
And the Board of Education**

Of the Munising Public School District

This **CONTRACT** is entered into on the **1st day of July, 2011**, between the Board of Education of the Munising Public School District, referred to as the “**Board of Education,**” and **Peter A. Kelto** as Superintendent/7-12 Principal, referred to as “**Administrator,**” in this contract.

Because the Board of Education at a meeting held on the **27th day of June, 2011**, approved the employment of the Administrator as Superintendent/7-12 Principal in accordance with the terms and conditions of this contract, and the Administrator desires to be employed by the Board of Education in accordance with the terms and conditions of this contract, the parties in consideration of the mutual promises contained in this contract, agree to the following:

1. **TERM:** This contract shall take effect on the **1st day of July 2011** and continue in force through the **30th day of June, 2013**, subject to extension and termination as provided in Paragraphs 4 and 10.

2. **DUTIES:** The Administrator represents that he meets all Michigan requirements and the qualifications established by the Board of Education for this administrative position. The Administrator agrees to perform the duties of Superintendent/7-12 Principal in a competent and professional manner in compliance with the laws applicable to the school district and the bylaws, policies, and regulations adopted by the Board of Education.

3. **EVALUATION:** Annually, no later than the last day of March of each year during the term of this contract, the Board of Education shall review with the Administrator his performance as Superintendent/7-12 Principal. The Administrator shall remind the Board of Education of this responsibility in a timely manner.

4. **EXTENSION:** This contract may be extended either by option of the Board of Education or by operation of law, as follows:

A. Board Option. The Board of Education, no later than the **1st day of July** of each year during the term of this contract, may extend the contract for an additional one-year period. In exercising this option, the Board of Education also shall establish the annual salary to be paid to the Administrator for the school year included in the extension. All other terms and conditions of this contract shall remain unchanged.

The Board of Education in its sole discretion and with or without cause may decline to extend this contract for an additional year.

B.Operation of Law. Unless the Board of Education gives written notice of non-renewal of this contract to the Administrator at least 90 days before the contract's termination date, this contract will, without further action, be automatically renewed for an additional one-year period as provided by Public Act 183 of 1979. The Superintendent/7-12 Principal annually shall advise the Board of Education of this obligation during the month of March.

5. **TENURE EXCLUSION:** This contract does not confer tenure upon the Administrator in the position of Superintendent/7-12 Principal or any other administrative position in the district.
6. **PROFESSIONAL LIABILITY:** The District agrees that it shall defend, hold harmless and indemnify Superintendent/7-12 Principal from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent/7-12 Principal in his individual capacity, or in his official capacity as agent and employee of the District, provided the incident arose while Superintendent/7-12 Principal was acting within the scope of his employment.

The Board shall provide liability insurance for the Superintendent/7-12 Principal to cover legal expenses in defense of claims and payment of judgments resulting from his functioning as Superintendent/7-12 Principal and will reimburse him for any portion of such expense and judgments not covered by insurance. In no case will individual Board members be considered personally liable for indemnifying the Superintendent/7-12 Principal against such demands, claims, suits, actions and legal proceedings.

7. **PROFESSIONAL GROWTH:** The Superintendent/7-12 Principal may attend professional meetings at the local, state and national levels, the expenses of said attendance to be paid by the District.

The District shall reimburse the Superintendent/7-12 Principal for all reasonable expenses resulting from the performance of his duties as Superintendent/7-12 Principal.

8. **PROFESSIONAL DUES:** The District shall pay the Association dues of the Superintendent/K-12 Principal for Michigan Association of School Administrators, the M.A.S.A. region in which the School District is located, the Michigan Association of Secondary School Principals, as well as other appropriate affiliations as approved.
9. **COMPENSATION:** The Board of Education shall pay to the Administrator an annual salary of \$90,000 dollars for the school years 2011 to 2012 and an amount to be determined for the school years 2012 to 2013. The salary shall be paid in 26/27 equal installments. The Board of Education retains the right to adjust the salary during the continuation of this contract, but an adjustment shall not reduce the annual salary below the figures specified in this paragraph.

Salary Adjustment: Board hereby retains the right to adjust the annual salary of the Superintendent/7-12 Principal during the term of this Contract, said salary adjustment not to reduce the annual salary below the salary 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. It is provided, however, that by so doing it shall not be considered that the Board has entered into a new contract with the Superintendent/7-12 Principal or that the termination date of the existing Contract has been extended.

10. **INSURANCE BENEFITS:** During the term of this Contract, the Administrator shall receive the insurance benefits provided by the school district to full-time, professional administrative staff. Subject to the following limitations: first, this paragraph excludes any insurance benefit specifically set forth in this contract; and second, such insurance benefits are subject to change at any time on the same basis as changed for full-time, professional administrative staff.
11. **OTHER BENEFITS:** The Administrator is entitled to the following specific benefits:
- Life Insurance: \$100,000
 - Sick Days: 12 days/year to be accumulated to 130
 - Personal Leave: 3 days/year (non-accumulative)
 - Vacation: 5 weeks (25 days) (235 day contract)
 - Travel Reimbursement: **The current mileage rate as adopted in the Board minutes.**
 - Upon termination of the Superintendent/7-12 Principal's employment with the District, the Superintendent shall be **paid for his unused sick leave at the rate of \$325/day.**
12. **TERMINATION:** If, at any time, the Administrator fails to maintain the credentials and qualifications for the position of Superintendent/7-12 Principal as required by this Contract, the Contract shall automatically terminate. The Administrator may be discharged and this Contract terminated at any time for cause, including failure to uphold any Board of Education bylaw, policy or regulation.
13. **SEVERABILITY:** If any provision of this Contract is ruled illegal or unenforceable by a court of competent jurisdiction, the remainder of the Contract not affected by the ruling shall remain valid and in effect.
14. **DISPUTE RESOLUTION:** In the event of a dispute between the parties relating to any provision of this Agreement, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this Agreement, the parties hereby agree to submit such a binding arbitration. Such arbitration shall be conducted under the rules of, and administered by, the American Arbitration Association. The arbitrator's fee and the expense of the American Arbitration Association shall be shared equally by the parties. All parties are entitled to have representation of their own designation. However, each party shall be responsible for the costs of such respective representation.

15. **GOVERNING LAW:** This Contract is governed by and shall be interpreted in accord with the law of the State of Michigan.

We, the parties to this Superintendent/7-12 Principal's Employment Contract, sign our names and execute this Contract as of the day and year written in the opening paragraph.

For the Board of Education:

Walter L. Loope 6/28/11
Walter Loope, President Date

By the Administrator:

Peter A. Kelto 7-17-12
Peter A. Kelto Date

Debra Fulcher
Debra Fulcher, Vice-President Date

Melissa Nelson 6/28/11
Melissa Nelson, Secretary Date

June 27, 2011
Adopted at above dated Board Meeting