

COLDWATER COMMUNITY SCHOOL DISTRICT

Employment Contract Superintendent of Schools

THIS CONTRACT is entered into this 18th day of June, 2012, by and between Coldwater Community Schools, acting by and through its Board of Education (hereinafter called "Board") and TINA KERR (hereinafter called "Superintendent"). For and in consideration of the mutual covenants herein contained the Board hereby agrees to employ as Superintendent of Schools – Coldwater Community Schools, Tina Kerr, who shall, during the term hereof, properly fulfill all of the duties and obligations of said office.

I. TERM

This contract shall commence July 1, 2012, and shall extend for a period of three (3) years, terminating on June 30, 2015, unless otherwise properly terminated, subject to the provisions of Paragraphs IV and V.

II. QUALIFICATIONS AND DUTIES

Superintendent hereby covenants and agrees:

- A. She is duly and legally qualified and certified to act as Superintendent of Schools in the State of Michigan, and that he/she holds certificates, continuing education credentials and qualifications required by the state to serve as superintendent. She shall not allow herself to become disqualified to act as a Superintendent of Schools, nor shall she permit her Michigan certifications to expire or be suspended during the term hereof. If so, this contract shall automatically terminate, and the Board shall have no further obligations.
- B. She shall perform each and every duty required of a superintendent of schools by all applicable statues, in a competent and professional manner in accord and with all applicable laws and in accord with such policies and practices as may be adopted from time to time by the Board.
- C. She shall act as advisor to the Board of Education of Coldwater Community Schools and keep said Board properly informed as to proper educational policies and management practices appropriate to Coldwater Community Schools; and that she shall carry on execution of all such policies and practices as may be adopted from time to time by the Board.
- D. Superintendent hereby warrants that upon the execution hereof, she has no binding commitment to any other school district or any other entity which conflicts with the obligations placed upon Superintendent herein.

III. EVALUATION

The Board shall evaluate the Superintendent in writing, during February of each year. Before the commencement of each year of this Agreement, the Board and Superintendent shall meet to discuss and determine the performance standards and evaluation criteria to be utilized.

IV. RENEWAL

Unless the Board gives written notice of non-renewal of this contract to the Superintendent at least ninety (90) days before the contract's termination date, this contract will, without further action, be automatically renewed for an additional one (1) year period as provided by Section 1229 of the Revised School Code of 1996, as amended. MCLA 380.1229. The Superintendent shall advise the Board of this obligation during the month of January during the final year of the contract. In the event that this automatic renewal is no longer required by statute, this paragraph shall be deemed to be rescinded.

V. TERMINATION AND TENURE

- A. This contract shall terminate forthwith and without notice upon the death of Superintendent or any time that she shall fail to meet the legal qualifications required by a school superintendent. The Superintendent may be discharged and this contract terminated at any time upon notice by the Board for reasons which the Board deems appropriate in its discretion. In such cases, the Superintendent shall be afforded the right to meet with the Board prior to termination in public or private at the Superintendent's option. The Superintendent may have legal counsel at this meeting at her own expense. The Board shall provide at least ten (10) days advance notice of the Board meeting.
- B. The Superintendent shall have no tenure rights in position as Superintendent or other administrative position. She shall have only those rights as specified by the Teacher's Tenure Act. MCLA 38.71 et seq.

VI. COMPENSATION AND BENEFITS.

- A. The annual salary of the Superintendent shall be \$133,270.00 (one hundred thirty-three thousand two hundred seventy dollars) during the 2012-2013 contractual year, and such sum as the Board may determine for each year thereafter such subsequent years' earned salary adjustments, but, in no year, shall the Superintendent's salary be less than that established for the preceding contractual year.
- B. Superintendent shall receive the following paid fringe benefits:
 - 1. Thirty (30) days paid vacation. Up to twenty (20) unused days may be carried over to the following year.
 - 2. Such health, dental, and vision insurance as is provided to other administrative employees of Coldwater Community Schools and long-term disability coverage equal to 66 2/3% of the annual compensation. Superintendent agrees to pay 25% of the health insurance premium paid by the District.
 - 3. The Board shall provide term-life insurance providing a death benefit of \$200,000.00 (two hundred thousand dollars) with a company-chosen by the Board. The Board shall not be required to remit premiums for any insurance coverage 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 issued by any insurance company of third-

party administration 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 amounts required to provide the above described insurance coverage shall be relieved from all liability with respect to insurance benefits. The Superintendent shall be responsible for any State and Federal income tax relating to this benefit which is taxable.

4. Sixteen (16) days of sick leave per year, including the first year, which shall accrue on an annual basis and which may accumulate and be carried over from year to year. Unused sick days and vacation days, not to exceed thirty-six (36) days, will be reimbursed at a rate of \$160.00 per sick day and vacation day at the time of retirement or voluntary resignation. Additionally, the Superintendent shall be granted thirty (30) sick days for her use upon commencement of employment with the district. Such days are to be utilized only after exhaustion of the annual sick leave and until receipt of long-term disability. The Superintendent shall apply for long term disability at the earliest possible date. Such thirty (30) days shall not be subject to reimbursement.
5. Four (4) days of personal leave which shall accrue annually and which shall not accumulate or be carried over from year to year. Unused personal leave days at the end of the contract year shall be credited to sick bank.
6. Five (5) days of bereavement leave per year which shall be non-cumulative.
7. Each year during which this Agreement remains in effect, \$4,800.00 for a tax shelter annuity will be paid on a nonelective contribution to the approved annuity vendor subject to the District's Section 403 Plan.
For the 2012-13 school year, an additional \$5,000.00 for a tax shelter annuity will be paid.
8. An additional sum of \$600.00 per month shall be paid to the Superintendent as other remuneration in consideration of additional services performed as an employee of Coldwater Community Schools.
9. The Board will pay for the Superintendent's membership in professional organizations and community clubs up to \$1,500.00 per year. Superintendent may attend such professional meetings and conferences as she may reasonably deem appropriate and shall be reimbursed for her expenses up to \$3,000.00 per year, provided that advance notice to the Board President is given.

10. Holidays: the Superintendent shall be paid but not required to work on New Year's Eve, New Year's Day, President's Day, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving and the Friday following Thanksgiving, Christmas Eve and Christmas day.
 11. The Board will provide the Superintendent with a computer and software compatible with the District's computer system for her home use. This computer shall remain the property of the District and returned upon termination of employment. The Superintendent shall also be provided a cellular telephone and service.
 12. The Board shall maintain errors and omissions and general liability coverage on behalf of the District and the Superintendent. Indemnification and insurance coverage for the Superintendent shall be consistent with those policies and state law.
- C. In the event of any dispute between the parties including, but not limited to, non-renewal or discharge of Superintendent during the term of this contract, the parties hereby agree to submit such to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the rules of, and administered by, the American Arbitration Association. The parties intend that this process of dispute resolution shall be inclusive of all contract and statutory claims advanced by Superintendent arising from Superintendent's discharge during the term of this contract, non-renewal or other alleged violations, claims of unlawful discrimination and all claims for damages or other relief. The parties may not seek civil remedies through state or federal law, other than to enforce or vacate the arbitration ruling. The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and Superintendent. Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within ninety (90) days of the effective date of Superintendent's discharge, non-renewal, or alleged violation. Discovery will be permissible. The parties are entitled to have legal or other representation of their own designation, and each party shall be responsible for its own costs incurred in connection with such representation. The Decision and Award of the arbitrator shall be final and binding and judgment thereof may be entered in the County Circuit Court provided that the arbitrator acted within his authority.

VII. ENTIRE CONTRACT: MERGER: AMENDMENT

- A. This contract of employment contains the entire agreement and understanding by and between the Board and Superintendent with respect to the employment of the Superintendent and no representations, promises, contracts or understandings, written or oral, not contained herein shall not be of any force or effect. All prior agreements pertaining to, connected with, or arising in any manner out of employment of the Superintendent by the Board is hereby terminated and shall hereafter be of no force or effect whatsoever. No change or modifications of this contract of employment shall be valid or binding unless it is in writing and signed by the Superintendent and the Board. No waiver of any such provisions of this contract shall be valid 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 provision of this contract at such time or at any other time.

- B. If any provision of this agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this agreement shall continue in full force and effect without said provisions; provided, however, that no such severability shall be effective if it materially changes the economic benefit of this agreement to any party.
- C. This agreement is executed on behalf of the School District pursuant to the authority granted under the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the day and year noted.

COLDWATER COMMUNITY SCHOOLS
BOARD OF EDUCATION

By: Robin Gueson
Its President

Dated: 6-20-12

By: Jean B. Melus
Its Secretary

Dated: 6-20-12

COLDWATER COMMUNITY SCHOOLS
SUPERINTENDENT

By: Dr. Linaker

Dated: 6-20-12