

**SUPERINTENDENT
CONTRACT OF EMPLOYMENT**
Between the
DELTA-SCHOOLCRAFT INTERMEDIATE SCHOOL DISTRICT
and

MICHAEL F. KOSTER

1. This contract of employment, made and entered into the day and year hereafter written, between the **Delta-Schoolcraft Intermediate School District**, Escanaba, Michigan, hereinafter designated as the "**School District**", by authority of its **Board of Education**, and **Michael F. Koster**, a legally qualified, **Superintendent** hereinafter referred to as the "**Administrator or Superintendent.**"

WITNESSETH:

2. Said Administrator, being properly certified and qualified for the above position, hereby contracts with said School District for the period of time commencing the **1st** day of **July, 2010** and ending on the **30th** day of **June, 2013** for a total of three (**3**) years of service at 261 days per year.
 - A. **This contract shall be extended for an additional twelve (12) month period on April 1 annually during its term unless the Board of Education shall give written notice to the contrary to Administrator prior to that date. Administrator shall furnish the Board of Education President with a written reminder of the April 1 deadline not later than February 1 annually. If the latter notice is not provided by Administrator, the above provision regarding automatic extension shall be inoperative.**
 - B. **The Board of Education shall be entitled to terminate the Administrator's employment at any time during the term of this contract for acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetence, inefficiency or if Administrator materially breaches the terms and conditions of the Agreement.**

The foregoing standards for termination of this contract during its term shall not be applicable to non-renewal of this contract at the expiration of its term or non-extension during its term, which decisions are discretionary with the Board of Education.

In the event that the Board undertakes to dismiss Administrator during the term of this Agreement, this contract shall automatically terminate and the Board shall have no further obligation hereunder.

C. **Additionally, this contract may be terminated during its term pursuant to a reduction in administrative personnel due to financial constraints, as determined by the Board. The Administrator shall be given at least ninety (90) days notice of termination prior to the effective date of layoff. In the event of layoff, the Board shall have no further obligation under this contract.**

3. Administrator agrees to faithfully perform the duties of his/her position subject to the rules and regulations of the Board of Education of the School District, and other regulations, duties and requirements by applicable statutes of the State of Michigan and any applicable rules and regulations of the State Board of Education.
4. The School District agrees to pay the administrator the sum of:
 - **One-Hundred and Twenty-Three Thousand Four Hundred and Fifty Seven Dollars and no cents** (\$123,457.00) dollars for 2010/2011.
 - **One-Hundred and Twenty-Five Thousand Three Hundred and Nine Dollars and no cents** (\$125,309.00) dollars for 2011/2012.
 - **One-Hundred and Twenty-Seven Thousand One Hundred and Eighty-Nine Dollars and no cents** (127,189.00) dollars for 2012/2013.

Any adjustment made in salary during the term of this contract shall be in the form of a written amendment and when executed by the administrator and Board shall become a part of this contract.

For the 2010/2011 contract increase, and any subsequent increase, the total amount of the increase shall be paid in equal payments beginning with the first payroll after the increase is approved by the Board through the final payroll of the fiscal year. Ie; an increase in August will be paid in equal payments September through June.

The Board of Education agrees to pay the Superintendent additional compensation in the amount of \$6,500.00 each year, for the following years: 2010/2011, 2011/2012, 2012/2013. For the 2010/2011 additional compensation payment, and any subsequent compensation, the total amount of the compensation shall be deposited in a tax sheltered annuity account in total, following approval of this contract by the Board of Education.

5. **Evaluation** -The Board of Education shall evaluate the Superintendent, at least bi-annually, using the criteria and an evaluation process mutually agreed to by the Board and the Superintendent.
6. The Administrator shall be provided all fringe benefits approved by the Board of Education and provided to administrators.
7. In accordance with Board Policy, this contract does not provide administrative tenure **and such tenure in any administrative capacity or capacity other than as a classroom teacher (if the probationary period is fulfilled) is hereby denied.**

8. **Professional Liability** -The District agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his/her individual capacity, or in his/her official capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting within the scope of his/her employment and excluding criminal litigations.

The Board shall provide liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgments resulting from his/her functioning as superintendent and will reimburse him/her 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 against such demands, claims, suits, actions and legal proceedings.

9. **Professional Growth** - The Superintendent 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 for all reasonable expenses resulting from the performance of his/her duties as Superintendent.

10. **Professional Dues** - The District shall pay the Association dues of the Superintendent for the American Association of Educational Service Agencies, the American Association of School Administrators, the Michigan Association of School Administrators and the M.A.S.A. Region in which the School District is located, as well as other appropriate affiliations as approved.

11. **Fringe Benefits** - The Board of Education shall provide the Superintendent with the following benefits:

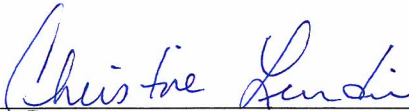
- Health, dental, vision and long-term disability insurance provided other administrative employees. Employees receiving health care insurance will contribute in nine (9) equal payments (September-May) the amount equal to the monthly contribution for 12 months as shown below.

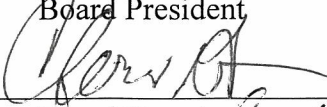
	Full Family	Couple	Single
2010/2013	\$50.00	\$30.00	\$10.00


- Life insurance in the amount of \$150,000.
- Fourteen (14) sick days per year to be accumulated to 155.
- Twenty (20) vacation days per year to be accumulated to 35. Starting with 21 years in education (20 years completed) one additional vacation day will be awarded per year not to exceed thirty (30) or 25 days after 5 years with the district, whichever is greater. These shall be in addition to the holidays recognized by the District.
- Three (3) personal days per year with additional three from sick leave.

- Unused Sick Leave - After five years of service, upon termination of employment 50% of unused sick leave based upon the current salary schedule will be awarded to Superintendent or designated beneficiary.
 - Upon termination of employment by either retirement into the MPSERS or by death, the district will remit to the retiree or designated beneficiary an amount equal to 15% of the final contract compensation.
12. The Board shall provide the Superintendent with an annual automobile allowance of \$6,200.00 for travel within Delta and Schoolcraft counties. The Superintendent will be reimbursed at the IRS rate for travel outside of the home district. For 2010/2011 travel increase, and any subsequent increase, the total amount of the increase shall be paid in equal payments beginning the first payment after the increase is approved by the Board through the final payment of the fiscal year.
13. The board shall provide the Superintendent with a home computer system to include printer and internet connection.
14. The board shall cover the cost for classes to retain appropriate administrative certification. Currently that requirement is 6 credits every five years. The superintendent will receive the greater of \$500.00 or the tuition cost of four (4) credit hours at a Michigan approved institution per year for educational purposes. Cost of classes, tuition, etc. for course work applicable to maintaining or improving administrative skills will be reimbursed with payment charged against sick leave with the dollar amount for a day of sick leave pay based on the current rate of substitute teacher pay with increments on a one-quarter 1/4) sick day.

DELTA-SCHOOLCRAFT INTERMEDIATE SCHOOL DISTRICT

By  Date 1-13-11
 Board President

By  Date 1-13-11
 Board Secretary

By  Date 1-13-11
 Administrator