

Superintendent's Employment Contract

Between

Tim Kolesar

And the Board of Education of the Ironwood School District

This contract is entered into on the 26th day of April, 2010, between the Board of Education of the Ironwood School District, referred to as the "Board of Education" and Tim Kolesar as Superintendent, referred to as "Administrator", in this contract.

Because the Board of Education at a meeting held on the 15th day of March, 2010, approved the employment of the Administrator as Superintendent 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, 2010, and continue in force through the 30th day of June, 2013 subject to extension and termination as provided in Paragraphs 4 and 8.
2. Duties. The Administrator represents that he or she 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 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 or her performance as Superintendent. The Administrator shall remind the Board of Education of this responsibility in a timely manner.
4. Extension. This contract may be extended by option of the Board of Education:
 - A. *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 1970. The Superintendent annually shall advise the Board of Education of this obligation during the month of February.
5. Tenure Exclusion. This contract does not confer tenure upon the Administrator in the position of Superintendent or any other administrative position in the district.
6. Compensation. The Superintendent will be issued a 12-month contract, with six weeks of vacation which must be used during the contract year. The Board may authorize a limited carry over due to extenuating circumstances. These six weeks may be taken whenever possible. In addition, the administrators will have as non-working holidays those days when the buildings are not open. The Board of Education shall pay to the Administrator an annual salary of \$95,000 dollars for the school year 2010 to 2011. The salary shall be paid in 26 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.
7. Benefits. The administrator is entitled to the following specific benefits:

ARTICLE III PAID LEAVE

- A. Paid leave shall be granted in cases of mental or physical disability of the administrator due to illness or natural causes. Absences of the administrator for conditions of other family members of

his/her family are limited to the extent covered by emergency leave, Article III, G, 1. An administrator may elect not to use his/her paid leave and take an unpaid leave pursuant to Article IV, A as if he/she had exhausted his/her paid leave accumulation.

- B. Paid leave shall accumulate at the rate of one (1) day per month to a maximum total of one hundred eight (180) days.
- C. Twelve days shall be credited to the Superintendent upon the first day of the school year, except when the maximum is, or will be, reached during the school year when it will be added at the end of the year, if used during the year.
- D. Should the Superintendent leave the school system during the school year, he/she will reimburse the school for any paid leave he/she might have received, based on the paid leave allowance for that year. The prorated return shall be determined by consideration of the fraction of the total number of school days remaining at the time of his/her departure.
- E. Leaves of absences, with pay, chargeable against the Superintendent's paid leave, shall be granted for the following reasons:
 - 1. A maximum of five days per incident for a critical illness or emergency in the immediate family. Critical illness is defined as a health situation, which could result in immediate death. An emergency is defined as a sudden, generally unexpected occurrence or set of circumstances demanding immediate action.
 - 2. Attendance at a ceremony awarding a degree to a staff member for such a portion of the day as is necessary.
 - 3. One day, except where travel requires additional time, for the attendance at the school graduation of a son, daughter, or wife. Additional time shall be within reason as determined by the Board of Education prior to departure.
 - 4. Two days annually for personal business. A personal day cannot be taken the first two weeks or the last two weeks of the school year. Personal leave days may accumulate to up to five (5). Accumulated personal leave may not be taken during August, September, May, June, or the last three (3) days of the semester.
- F. Leaves of absences, with pay, not chargeable to paid leave allowance, shall be granted for the following reasons:
 - 1. An employee shall be allowed three (3) calendar days as funeral days, one of which may follow the day of the funeral if necessary, for a death in the immediate family. Any number of the three (3) days falling on a workday shall not be deducted from paid leave. The immediate family is defined as spouse, mother, father, brother, sister, son, daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, and grandchildren. One (1) day will be allowed for sister-in-law, brother-in-law, niece, nephew, aunt or uncle. In the event the employee is responsible for the arrangements for the emergency caused by the death, or in case of distant travel, the Board may allowed one (1) or two (2) additional days.
 - 2. Two (2) additional personal days may be granted at the discretion of the Board for administrators with expertise in matters, which make a necessary and very important contribution to local community affairs. Applicants for such leave must establish, in writing, the nature of their contribution and how it will benefit the Ironwood Area School District's citizens.

3. Court appearances as a witness in any case connected with the administrator's employment or the school, or whenever the administrator is subpoenaed to attend any legal proceeding.
4. Absence from work because of mumps, pink eye, impetigo, scarlet fever, measles, chicken pox, or lice, not to exceed twenty (20) workdays. Thereafter, the personal paid leave accumulation of the administrator will be charged.

ARTICLE IV LEAVES OF ABSENCE

- A. Any administrator whose personal illness extends beyond the period compensated under Article III A shall be granted a leave of absence without pay for such a time as is necessary for complete recovery from the illness, but not for more than one year. Upon return from leave, an administrator shall be assigned to the same position, if available.
- B. Leaves of absence of a semester's duration or more, without pay, may be granted upon application at the Board's discretion.
- C. The Board agrees to compensate administrators called to jury duty by an amount equal to the difference between jury pay and the administrator's regular salary.
- D. A leave of absence without pay shall be granted to any administrator for the purpose of childcare for the administrator's newborn or newly adopted child, not to exceed one (1) year.
- E. To the extent required under applicable law, according to the federal Family and Medical Leave Act, the administrator shall be granted leave for the purposes and under the terms and conditions as provided by that law in all respects.

ARTICLE V INSURANCE PROTECTION

- A. The Board has the right to investigate with the administrator another comparable plan.
- B. Each administrator will pay the same amount towards health insurance as a teacher pays. The Board will pay the remainder of the insurance premium for the administrator for the health care package.
- C. In the event of the death of the retiree, any unpaid sums shall be paid to the retiree's designated beneficiary.
- D. The Board of Education will provide all administrators the SET \$22,500 Term Life Insurance.

PROFESSIONAL MEMBERSHIPS

- A. Administrators desiring to belong to an association in their particular field, and being a member of it, will be allowed to attend the local and state meeting and the National Convention within the allowable geographic area with necessary expenses paid by the district, or each administrator shall be allowed to attend one summer seminar/conference, such as I.D.E.A., to improve the administrator's professional leadership.
- B. The Board of Education will pay for membership in one organization on the U.P. level, one on the state level, and one on the national level.

PROTECTION OF ADMINISTRATORS

The Board will reimburse administrators for any loss, damage, or destruction of clothing or personal property of the administrator while on duty in the school or on the school premises and involved in proper disciplinary action. Personal property damage shall be \$250, except in a situation involving the administrator's automobile, where the limit shall be \$500 or the applicable deductible, whichever is less.

MISCELLANEOUS

- A. Each administrator will be remunerated up to \$900 per year for professional development and re-certification purposes. The \$900 amount will be carried over to the next year – up to a maximum of \$1500 per year.

CONSOLIDATION/ANNEXATION

In the event that this District shall be combined with one or more districts through consolidation or annexation, the Board will use its best efforts to assure the continued employment of its present administrators.

8. Termination. If, at any time, the Administrator fails to maintain the credentials and qualifications for the position of Superintendent as required by this contract, the contract shall automatically terminate. The Superintendent shall be subject to discharge for good and just cause, but the Board shall not arbitrarily and capriciously dismiss him/her. No discharge shall be effective until written charges have been served upon him/her and he/she have an opportunity for a fair hearing before the Board after ten (10) days notice in writing. Said hearing shall be public or private at the option of the Superintendent. At such hearing, he/she may have legal counsel at his/her own expense.
9. 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.
10. 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 to binding arbitration. Such arbitration shall be conducted under the labor arbitration 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.
11. 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'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:

BY THE ADMINISTRATOR:

 /s/

President

 /s/

 /s/

Secretary