

**EMPLOYMENT CONTRACT
BETWEEN
DR. RITUPARNA RAICHOUDHURI
AND
THE BOARD OF TRUSTEES OF THE
KALAMAZOO PUBLIC SCHOOLS**

THIS CONTRACT, entered into this 13th day of March, 2020 between Kalamazoo Public Schools, hereinafter called "the board, the school district, or the district," and Dr. Rituparna Raichoudhuri, hereinafter called the "superintendent."

WITNESSETH:

1. Duties

The superintendent agrees during the period of this contract to faithfully perform her duties and obligations in such capacity for the school district including but not limited to those duties required by the school code. The superintendent shall recommend, effect, or cause to be effected, the policies, rules, regulations, bylaws, and programs of the Board of Trustees as may be needed. She will faithfully and diligently fulfill all the duties and obligations incumbent upon her as the chief executive officer of the school district. The superintendent shall acquire and maintain any necessary administrator's certificate required by the Michigan Department of Education.

2. Term

The board agrees to employ Dr. Rituparna Raichoudhuri as superintendent of its schools for the term of three (3) years from June 1, 2020 to and including May 31, 2023.

3. Evaluation

The board shall evaluate the superintendent in accordance with the State of Michigan Revised School Code, including section 1249b of the Michigan Revised School Code, MCL 380.1249b.

Notwithstanding any language to the contrary, the district's goals will be mutually established and approved each year by the board/superintendent team. The superintendent will have input into the form and the process involving any stakeholder survey that affects her evaluation.

In 2021, the board shall evaluate the superintendent's performance on or before April 1. If in that evaluation the board determines that the superintendent has received an effective or higher evaluation, this employment contract shall be extended for one (1) additional year.

If the employment contract is so extended, then in future years this employment contract shall also be similarly extended for an additional year provided that the annual evaluation of the superintendent's performance results in what the board determines to be an effective or higher evaluation.

4. Tenure

The superintendent shall not be granted continuing tenure in her capacity as superintendent of schools or in any other administrative capacity in the district.

5. Compensation

The board agrees to pay the superintendent for her services during each year of said contract in biweekly installments unless otherwise agreed to by the parties. Compensation shall be two hundred twenty-three thousand dollars (\$223,000) annually. Effective July 1, 2021, the superintendent shall participate in the excluded administrator's increment schedule. Her placement on said increment schedule will be based upon the starting salary of \$223,000 per year.

6. Professional Liability

The school 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 her individual capacity, or in her official capacity as agent and employee of the district, provided the incident arose while the superintendent was acting within the scope of her employment.

The board shall provide liability insurance for the superintendent to cover legal expenses in defense of claims and payment of judgments resulting from her functioning as superintendent and will reimburse 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.

7. Professional Growth

The superintendent should attend professional meetings, conferences, or workshops at the local, state, and national levels, including the annual American Association of School Administrators conference, after notifying and gaining approval of the president of the Board of Trustees. Such approval shall not be unreasonably withheld. The expenses of said attendance shall be paid by the school district.

8. Professional Dues

The district shall pay the association dues of the superintendent for the American Association of School Administrators (AASA), the Michigan Association of Superintendents and Administrators (MASA), and the MASA region in which the school district is located. The school district also shall pay the dues for the superintendent's membership in the International Association for Supervision and Curriculum Development (ASCD), and other local service organizations of the superintendent's choosing. The costs of other memberships will be covered by the board with approval of the board president.

9. Other Activities

The superintendent may undertake non-district-related activities, such as consulting or writing. With advance notice to the president of the board, the superintendent may undertake such activities for not more than five (5) work days per school year, in addition to any non-work time that she may choose to devote to these endeavors. Notwithstanding board policy to the contrary, any remuneration that the superintendent may receive from such activities will be retained by the superintendent.

10. Fringe Benefits

The Board of Trustees shall provide the superintendent with the following benefits:

- A group health and hospitalization insurance plan for the superintendent and her dependents as called for in the district's excluded administrator's employee benefits plan.

- Group dental and vision insurance plans for the superintendent and her dependents as called for in the district's excluded administrator's employee benefits plan.
- A long-term disability plan as called for in the excluded administrator's employee benefits plan.
- \$55,000 of term life insurance as called for in the excluded administrator's employee benefits plan.
- Liability of the board is limited to the payment of premiums for the insurance coverage described in the preceding paragraphs and does not under any circumstances extend to the providing of benefits unless the board, in its sole discretion, elects otherwise.

The description of the above benefits is general only and is subject to and superseded by the terms and conditions of the applicable insurance policy.

- Each year the board shall make a nonelective employer contribution to a Section 403(b) tax-sheltered annuity for the superintendent as remuneration for services rendered. The annual contribution shall be equal to the maximum elective contribution limit under Section 402(g)(1)(B) of the Internal Revenue Code which is in effect for the calendar year beginning on the first day of the contract year (e.g., for the July 1, 2020 through June 30, 2021 contract year, the amount is based on the limit for 2020, which is \$19,500). The superintendent may select the annuity contract/custodial account to which the nonelective employer contributions shall be made.
- The school district shall reimburse the superintendent for all reasonable expenses resulting from the performance of her duties as superintendent. The board shall supply the superintendent with a purchasing card that she shall utilize for school-related expenses. Use of the purchasing card is subject to board policy and district applicable procedures.
- Thirty (30) vacation days per year. These shall be in addition to the holidays recognized by the school district. The superintendent may, at her request, be paid on a per diem basis for all unused vacation days up to a maximum of ten (10) days per year. From each year's allotment of days, the superintendent may choose to carry over five (5) vacation days. At the conclusion of the superintendent's employment with the district, the superintendent will be paid on a per diem basis for any and all unused vacation leave.
- Sick leave shall be granted consistent with the district's excluded administrator's employee benefits plan. The superintendent shall be credited with thirty (30) days of sick leave on June 1, 2020.
- Five (5) personal business leave days per year.
- Three (3) days of bereavement leave per year.
- One-time moving allowance of fifteen thousand dollars (\$15,000).
- The school district shall pay the required contribution to the Michigan public school employees retirement system.
- The superintendent shall be entitled to any other benefits provided to excluded administrators, including any annual base pay percentage increase.

11. Medical Examination

The superintendent shall have a comprehensive medical examination (once each year) at board expense by a physician of her choosing. The report of said examination shall be delivered exclusively to the superintendent.

With just cause, the board may, at its expense, direct that the superintendent be examined by medical personnel of its choice in order to determine the superintendent's fitness to fully carry out her responsibilities. The superintendent agrees to provide the board with the necessary authorizations and releases so that the board receives the results of this examination. Such examination shall include drug or alcohol tests. In the event of any dispute regarding fitness, the superintendent shall provide the board or health care personnel of the board's choice with authorization to receive and/or release to the board the results of examination(s) upon which the superintendent relies. The superintendent may receive results of the board-ordered tests or examinations after submitting a written request for those results.

In the event the board determines that the superintendent is not fit to fully perform her duties, it may terminate this contract. Termination under the paragraph entitles the superintendent only to six (6) months' severance pay or the amount owing to the expiration date of this contract, whichever is less, and vested benefits, if any, as of the date of termination.

12. Transportation

The school district shall provide the superintendent with an automobile allowance of eight hundred dollars (\$800) monthly.

13. Termination Provisions

The superintendent shall be subject to discharge for just cause. Dismissal for cause may include but is not limited to misfeasance or malfeasance of office, the commission of an act that is either a circuit court misdemeanor or felony, or other acts of misconduct that under the laws of the State of Michigan constitute cause for termination of employment. No discharge shall be effective until written charges have been served upon her and she has 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, she may have legal counsel at her own expense. In the event the superintendent is discharged for just cause, she shall not be entitled to any continuation of pay or benefits except vested benefits, if any.

If during the term of this contract the contract is terminated without cause by the board prior to the expiration of said contract, the board shall remain obligated to the superintendent for the full amount of salary remaining due on the unexpired term of said contract, exclusive of any renewal provisions. Such payment shall be made on a biweekly basis, and this obligation of the board and the school district shall be offset by any and all earned compensation received by said superintendent from the date of said termination until May 31, 2023. To be eligible for said payments, the superintendent would be obligated to supply the board all of her current Internal Revenue filings. If the superintendent is not able to get other employment that provides health and hospitalization insurance for her and her family, the board will also reimburse her the cost of COBRA coverage for health and hospitalization insurance. For the purpose of this provision, and this provision only, it is assumed by

the parties that the superintendent's salary at the time of termination would remain the same through the unexpired balance of this contract.

The superintendent may terminate this employment contract upon seventy-five (75) days written notice to the board, unless a lesser notice is mutually agreed to between the superintendent and the board.

14. Dispute Resolution

In the event of a dispute between the parties relating to any provision of this contract, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this contract, the parties hereby agree to submit such to arbitration. Such arbitration shall be conducted under the labor arbitration rules of and administered by the American Arbitration Association. The parties shall share the arbitrator's fee and the expenses of the American Arbitration Association equally. All parties are entitled to have representation of their own designation; however, each party shall be responsible for the costs of such representation.

15. Complete Agreement

This contract constitutes the entire contract between the parties and supersedes all prior statements, written or oral, and any prior contracts between the board and the superintendent. Changes, whether by way of addition, deletion, or both, are not binding unless in writing signed by both parties.

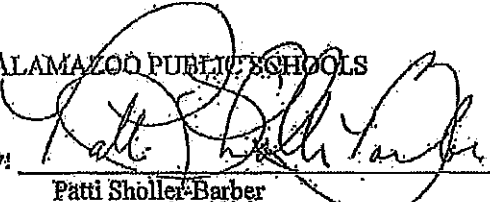
16. Breach

In the event of a breach on the part of either party to this contract, nothing contained herein shall be construed to render the obligations of either party under this contract null and void.

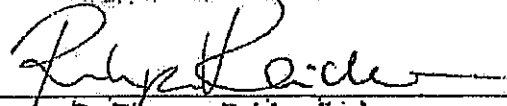
This contract shall be subject to all of the applicable laws and statutes of the State of Michigan.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year above written.

Date: 3/12/2020

KALAMAZOO PUBLIC SCHOOLS
By: 
Patti Sholler-Barber
Board of Trustees President

Date: 3/16/2020


Dr. Rituparna Raichoudhuri
Superintendent