

**Superintendent's Contract  
Between**

**Karen Sherwood**  
and the Board of Education  
of the Kalkaska Public School District

This contract is entered into on the 14th day of April, 2014, between the Board of Education of the Kalkaska Public School District, referred to as the "Board of Education," and Karen Sherwood as Superintendent, referred to as "Administrator," in this contract.

Because the Board of Education at a meeting held on the 14th day of April, 2014, 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 1<sup>st</sup> day of July, 2014, and continue in force through the 31<sup>st</sup> day of June, 2017, subject to extension and termination as provided in Paragraphs 4 and 11.
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 December 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.** The Board of Education, no later than the 31<sup>st</sup> day of March of each year during the term of this contract, may extend the contract for an additional one-year period. 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. It shall be the responsibility of the Administrator to remind the Board of Education of their aforementioned obligation under this clause in writing no later than the 15<sup>th</sup> day of February of each year.
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 Board of Education shall pay to the Administrator an annual salary of not less than \$115,000 (one hundred fifteen thousand dollars) for the school years 2014 to 2015 and not less than \$117,000 (one hundred seventeen thousand dollars) for the schools years 2015 to 2016 and not less than \$119,000 (one hundred nineteen thousand dollars) for the school years 2016 to 2017. 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. The Board of Education shall pay to the Administrator a one time payment of \$10,000 (ten thousand dollars) on the 1<sup>st</sup> day of July, 2017 provided a three years agreement is in place.

7. **INSURANCE BENEFITS.** During the term of this contract, the Administrator shall receive the following insurance benefits utilizing the same providers as for all at-will, full-time, professional administrative staff:

- Health insurance
- Dental insurance
- Term life insurance (\$100,000)
- Vision insurance
- Long-term disability insurance

Such insurance benefits are subject to change at any time on the same basis as changed for **at-will**, full-time, professional administrative staff.

8. **OTHER BENEFITS.** The administrator is entitled to the following specific benefits:

- Sick Leave: 10 days per year, cumulative to 60 days. The Administrator shall receive lump sum compensation for days accumulated above 60 days; such compensation shall be at 50% of the current per diem rate.
- Vacation: 25 vacation days per year. Up to 5 unused vacation days may be rolled over to the following year.
- Holidays: Independence Day, Labor Days (2), Thanksgiving Days (2), Christmas Eve Day, Christmas Day, New Years Eve Day, New Years Day, floating days at Christmas break (2), Good Friday (1/2 day), Trout Friday (1/2 day), and Memorial Day.
- Personal Leave: Two (2) personal leave days shall be granted per year.
- Tax Sheltered Annuity: A Tax Sheltered Annuity in an amount equal to 2% of the annual salary shall be paid monthly throughout the year.
- Vehicle Allowance: A vehicle allowance of \$300 (three hundred dollars) shall be paid monthly.
- Professional Dues: The Board of Education shall pay the association dues of the Administrator for the Michigan Association of School Administrators as well as other appropriate affiliations as approved by the Board.
- Meetings/Conferences: The Administrator shall attend appropriate professional meetings at the local, state and national levels, and shall be reimbursed for this expense in connection therewith and for any other reasonable out-of-pocket expenses incurred on behalf of the Board. The Administrator shall be required to present an itemized account of his/her reasonable and necessary expenses for reimbursement.
- Professional Growth: The Board of Education shall reimburse the Administrator's tuition expenses not to exceed ten semester hours of academic credit per contract year. These hours must be successfully completed with not less than a B average. These activities must be pertinent to his/her professional responsibilities to the District. These activities require prior Board of Education approval.

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2300.00  
Legend

9. **SPECIAL PROVISIONS.**

- If the Administrator is gone for five (5) consecutive days, he/she shall make the Board President aware.

10. **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 her individual capacity, or in her official capacity as agent and employee of the Kalkaska Public School District, provided the incident arose while the Superintendent was acting within the scope of her employment and excluding criminal litigation. The Board shall provide public 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 expenses 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.

11. **TERMINATION.** The Administrator shall be subject to discharge for good and just cause, but the Board of Education 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 shall have an opportunity for a fair hearing before the Board of Education after ten (10) days notice in writing. Said hearing shall be public or private at the option of the Administrator. At such hearing, he/she may have legal counsel at her own expense.

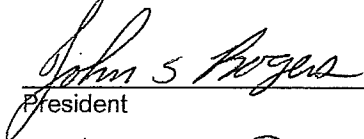
12. **SEVERABILITY.** If any provision of this contract is ruled illegal or unenforceable by a court of competent jurisdiction, the remainder of the contract not affected by the ruling shall remain valid and in effect.

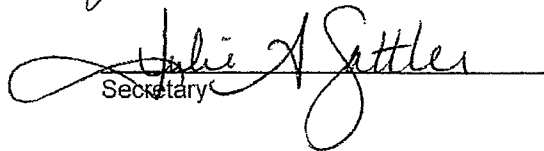
13. **DISPUTE RESOLUTION.** In an event of a dispute between the parties relating to any provision of this agreement, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this agreement, the parties hereby agree to submit such to binding arbitration. Such arbitration shall be conducted under the rules of, and administered by, the American Arbitration Association. The arbiter'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 cost of such respective representation.

14. **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**

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

**BY THE ADMINISTRATOR:**

  
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