

**CENTER LINE PUBLIC SCHOOLS
SUPERINTENDENT'S CONTRACT OF EMPLOYMENT**

THIS CONTRACT is made and entered into in the City of Center Line, Michigan, this 1st day of July, 2012, by and between CENTER LINE PUBLIC SCHOOLS, a Michigan General Powers District (hereinafter the "School District") and Eve Kaltz (hereinafter the "Superintendent").

IT IS AGREED:

1. EMPLOYMENT

The School District hereby employs the Superintendent, and the Superintendent agrees to work for the School District, for a term commencing on July 1, 2012, and ending on June 30, 2017, subject to all covenants and conditions of this contract. It is understood and agreed that the Superintendent is employed in the capacity of Superintendent, as defined in the Revised School Code.

2. DUTIES

The Superintendent will be in charge of the administration of the School District, subject to the direction of the Board of Education and consistent with the law and Board policies, rules, and regulations. The administration of the District includes: acting as the District's chief executive officer; directing and assigning District personnel; organizing and reorganizing the District's instructional and business functions; hiring District personnel; accepting the voluntary resignation of District personnel on the Board's behalf; and recommending to the Board those policies, rules, regulations and other matters she deems desirable for the well being of the District. The aforementioned duties, with the exception of accepting voluntary resignations of District personnel, are subject to Board approval. The Board, and the members of the Board, will refer all criticisms, complaints, and suggestions called to its/their attention to the Superintendent for study and recommendation.

3. SALARY

The School District agrees to pay the Superintendent for the 2012-2013 school year One Hundred Twenty Two Thousand Eight Hundred Seventy-two Dollars and Eighty-two Cents (\$122,872.82). The amount of such salary may be adjusted during the term of this Contract by action of the Board of Education for the School District. However, in no event during the term hereof shall the annual salary be less than One Hundred Twenty Two Thousand Eight Hundred Seventy-two Dollars and Eighty-two

Cents (\$122,872.82). It is understood that the above identified salary is predicated upon the Superintendent working the entire school year (July 1 through June 30). In the event that the Superintendent does not work the entire school year said salary shall be prorated. The Superintendent agrees to devote her time, skill, labor, and attention to this employment, and to perform faithfully the duties of Superintendent for this School District, as directed by the Board of Education or as otherwise required by law or the dictates of prudent judgment as an educator and administrator. The above annual salary shall be paid in equal installments in accordance with the policy of the Board of Education governing payment of other certified administrative personnel employed by the School District.

4. **AUTOMOBILE AND RELATED EXPENSES**

The School District agrees to provide the Superintendent a monthly car allowance of Seven Hundred Dollars (\$700) for all automobile related expenses. The Superintendent shall also receive mileage reimbursement according to the current IRS reimbursement rate for any trip exceeding thirty (30) miles each way while on School District Business.

5. **EXPENSES**

The Superintendent shall receive an unencumbered expense allowance of Two Hundred Fifty Dollars (\$250) per month. Any expenditure felt to be out of the ordinary by the Superintendent shall be presented to the Board for approval.

6. **LIFE INSURANCE**

The School District shall purchase a Term Life Insurance policy in the name of the Superintendent in the amount of Two Hundred Thousand Dollars (\$200,000) for Life Benefit and Two Hundred Thousand Dollars (\$200,000) for Accidental Death and Dismemberment.

7. **HEALTH INSURANCE**

The following benefits will be provided, comparable to the 2009-2014 CLAA Master Agreement:

Health Insurance – including co-pays and deductibles.

8. **LONG-TERM DISABILITY INSURANCE**

The Board shall provide a fully-paid long-term disability insurance policy. Coverage will be the same as provided for members of the Center Line Administrative Association.

9. **DENTAL BENEFITS**

The Board shall provide a fully-paid dental insurance. The coverage will be the same as provided for members of the Center Line Administrative Association.

10. **OPTICAL INSURANCE**

The Board shall provide optical insurance to the Superintendent and her family. The optical insurance shall be identical to that provided to members of the Center Line Administrative Association.

11. **MEDICAL EXAMINATION**

At least once a year during the term of this contract, the Superintendent shall have a medical examination, performed by her physician, the costs for which shall be paid by the School District. The Superintendent shall authorize and direct her physician to promptly inform the President of the Board of Education whether he/she is able to perform her duties.

12. **VACATION**

The Superintendent shall be entitled to thirty-five (35) vacation days each year with pay. The Superintendent shall have the option at her sole discretion to redeem fifteen (15) vacation days per year for payment at her then current salary at the end of each contract year. Any unused days will be added to her accumulated sick days.

13. **SICK LEAVE**

The Superintendent shall be entitled to twelve (12) days sick leave each year with unlimited accumulation of the sick leave days over the life of this contract. The Superintendent shall be permitted to carry over any sick leave days/hours that she has accumulated since her employment commenced with the School District.

14. **PROFESSIONAL DAYS**

The Superintendent shall be entitled to eight (8) professional days each year.

15. **PERSONAL LEAVE**

The Superintendent shall be entitled to five (5) personal business days each year. (These are part of

the 12 sick leave days identified in Paragraph 14 above.)

16. **LONGEVITY PAY**

The Board shall provide the Superintendent One Thousand Dollars (\$1,000) per year of service as longevity for the first ten (10) years of service and One Thousand Five Hundred Dollars (\$1,500) per year of service over ten (10) years. This sum shall be considered part of the Superintendent's base salary. The Superintendent shall be eligible to receive longevity pay as described above upon acceptance of this Contract by the parties.

17. **EDUCATION EXPENSE**

An amount equal to two per cent (2%) of the contract amount is allocated for education expense. The Superintendent shall provide documentation of expenditures prior to receiving reimbursement for educational expenses.

18. **PERFORMANCE EVALUATION**

The Board of Education will annually evaluate, in writing, the Superintendent's performance prior to April 30 of each year using the criteria and an evaluation process mutually agreed upon by the Board of Education and Superintendent.

Performance results for the fiscal year will be used to evaluate the Superintendent's performance and will be a factor in determining the amount of increase in compensation that will be granted.

19. **RETIREMENT**

The School District shall assume the full costs of contributions to the state retirement system for the Superintendent as may be required by law.

In addition, the Superintendent is entitled to district retirement benefits as follows:

- a. Accumulated sick days @ \$50/day.
- b. Amount equal to one half percent (.5%) of base salary multiplied by total years of service to the district.

20. **LEGAL REPRESENTATION**

The School District shall indemnify and hold harmless the Superintendent from any and all demands,

claims, suits, actions and legal proceedings brought against the Superintendent in her individual or official capacities arising from or relating to acts or omissions within the scope of her employment, and excluding criminal litigation.

21. **WORK YEAR**

The Superintendent shall perform her duties over the full fifty-two (52) weeks of the School District's fiscal year (July 1 to June 30), less applicable vacation, leave, and holidays. The Superintendent shall be expected to attend meetings of the Board of Education and its committees and to attend and participate in School District functions or, on occasion, other civic activities having relation to the School District's interests within the community. The time expended in attending such meetings and activities has been taken into account in setting the aforesaid salary, and thus no additional compensation shall be forthcoming for such attendance.

22. **TENURE**

It is expressly agreed that the Superintendent shall not be deemed to be granted continuing tenure in her capacity as Superintendent or in any administrative capacity by virtue of this contract of employment.

23. **CERTIFICATE**

The Superintendent represents that she possess the educational qualifications required by the Revised School Code and shall maintain a teacher's certificate in good standing with the Michigan Department of Education throughout the life of this contract.

24. **CONFLICT OF INTEREST**

The Superintendent will faithfully service the School District and be regardful of its interest during the term of this contract, and thereafter to the extent required by this contract and by law. The Superintendent will not directly or indirectly acquire or otherwise possess any interest adverse to that of the School District. In the event that a question arises as to whether a given interest is in conflict with the interests of the School District, the Superintendent shall make full disclosure of same to the Board of Education. The Board of Education shall likewise notify the Superintendent if and when it, or one of its members, becomes aware of a potential conflict of interest. It is expressly understood that the decision of the Board of Education regarding any conflict of interest as described above shall be controlling and complied with by the Superintendent.

25. **OTHER WORK**

The Superintendent may undertake teaching and with prior consent of the Board of Education, the Superintendent may also undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations.

26. **BOARD MEETINGS**

Among her other duties, the Superintendent shall prepare the agendas for each Board of Education meeting in consultation with the President of the Board or the President's delegate, and forward same to each member of the Board of Education, along with her recommendations and supporting documentation on each agenda item, sufficiently in advance of the meeting so that each member can assimilate such information prior to the meeting.

27. **DISABILITY**

Should the Superintendent be unable to perform the duties and obligations of this contract, by reason of illness, accident, or other causes and such disability is determined to be permanent, irreparable, or of such nature as to make the continued performance of the Superintendent's duties improbable, the Board, at its option, may forthwith terminate this contract, whereupon the respective rights, duties, and obligations of the parties shall thereby terminate. This provision shall not in any way derogate from any short-term or long-term disability benefits that apply by operation of other provisions of this contract.

28. **MID-TERM TERMINATION OF CONTRACT**

In addition to any other rights the School District may have by law or under this contract this contract may be terminated at any time during its term by the School District for acts of moral turpitude, misconduct, or if the Superintendent violates any of the terms or covenants of this contract. In such event, the Superintendent shall be advised in writing, in advance, of the Board of Education's intention to consider effectuating such a mid-term termination and provided an opportunity for a hearing in regard to the prospect of such termination, which hearing may be open to the public or closed, at the Superintendent's option. In the event the Superintendent elects to contest the Board of Education's disposition in regard to such termination following such hearing, she shall have the right, exclusive of any other rights or remedies available to her at common law or by statute, to request arbitration, the award arising out of which shall be binding on the School District and the Superintendent and

enforceable in any court of competent jurisdiction in this state. The scope of the arbitrator's review pursuant to this submission agreement shall be limited to determining whether the Board of Education acted arbitrarily and capriciously in its determination to terminate the Superintendent's employment. The arbitrator shall be selected through the mutual cooperation between the representatives or counsel for the respective parties, failing agreement on which the matter may be referred by either party to the Detroit Regional Office of the American Arbitration Association for appointment of an arbitrator and processing under their Voluntary Labor Arbitration Rules.

29. RENEWAL OF CONTRACT

The decision whether to renew or not to renew the contractual relationship is solely within the discretion of the Board for the School District. However, in the event that the Board shall decide not to renew this contract, prior written notice of such non-renewal shall be given to the Superintendent in conformity with the applicable provision(s) of the Revised School Code.

Prior to each ensuing contract year end, an additional year will be added to the remaining years to form a new five-year contract unless the Board of Education determines by a majority of its members to not extend this contract for one (1) additional year and so informs the Superintendent in writing of such decision.

The Superintendent shall inform the members of the Board, not later than March 1 of each year, of their obligations with respect to renewal/extension/termination of this contract.

30. RESIGNATION

The Superintendent shall provide the Board of Education with at least ninety (90) days written notice prior to terminating this contract.

31. TOTALITY OF TERMS

This contract contains all of the terms agreed by the parties with respect to the subject matter of this contract and supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter, whether oral or written.

32. SEVERABILITY

If any provision or segment of this contract shall be determined by a court of competent jurisdiction to be unlawful and/or unenforceable, then such provision or segment shall be deemed to be severed from the remainder of the contract and the contract shall otherwise be in full force and effect.

The parties hereto having agreed upon the terms and conditions stated above hereby affix their signatures to this contract this 1st day of July, 2012.

BOARD OF EDUCATION FOR THE
CENTER LINE PUBLIC SCHOOLS

Superintendent of Schools

BY: _____

Its: President

BY: _____

Its: Secretary