

RECEIVED AUG 02 2012

**EMPLOYMENT AGREEMENT**

**THIS AGREEMENT** made and entered into this 25<sup>th</sup> day of June, 2012, by and between the **ROSEVILLE COMMUNITY SCHOOL DISTRICT**, which will be referred to as "School District", and **JOHN KMENT**, of 23061 Petersburg, Eastpointe, Michigan, who will be referred to as "Employee".

It is hereby agreed as follows:

1. The School District agrees to employ Employee as Superintendent of Schools for a term beginning **July 1, 2012**, and ending **June 30, 2017**. The School District and the Employee also mutually agree to amend certain previously agreed upon compensation and benefits in recognition of the School District's financial condition.

2. The Employee agrees to faithfully and truly perform all the duties of the office of Superintendent of Schools, as provided by law, or as may be assigned by the Board.

3. The Board shall review this contract with the Employee, annually, and shall, on or before June 30 of each ensuing year, determine whether or not to extend it for an additional year. If no action is taken by the Board, the existing expiration date shall remain in effect.

4. The Employee shall not be deemed to be granted continuing tenure in the capacity of Superintendent of Schools by virtue of this Agreement, and it is further agreed that the Employee shall not be deemed to be granted continuing contract in such capacity.

5. In the event administrator certification is reinstated, Employee shall immediately apply for certification. The School District will pay for any expenses of obtaining that certification. This contract shall terminate in the event Employee is unable to obtain either a Superintendent's Certificate, or a School Administrator's Permit, valid for the Superintendent's position.

The Board may terminate this Contract in the event the Superintendent's Certificate or School Administrator's Permit is revoked, suspended, or not renewed; or if conditions are imposed by the State Board which, in the opinion of the Board, interfere with the effective performance of Employee's duties.

The Board may terminate this Contract in the event that the Employee fails to meet the continuing education requirements provided by State law.

6. The School District agrees to pay the Employee for his services during each year of said contract bi-weekly in 26 equal payments an annual salary in the following amounts:

July 1, 2012 to June 30, 2013	\$157,230.00
(an agreed reduction from the previous contracted amount of \$160,375.00)	
July 1, 2013 to June 30, 2014	\$162,780.00
July 1, 2014 to June 30, 2015	\$166,036.00
July 1, 2015 to June 30, 2016	\$169,357.00
July 1, 2016 to June 30, 2017	\$169,357.00

The above salary amounts have been reduced by the amount of all costs necessary to provide the Superintendent with the fully paid insurance policy, being Massachusetts Mutual Life Insurance Company. Policy Number: 8-639-325. (These costs include FICA, income tax withholdings, etc.)

The School District shall also pay any tax costs associated with the School District's release and assignment of its interest on a certain policy of life insurance issued by Massachusetts Mutual Life Insurance Company upon the life of the Employee, being Policy Number: 8-639-325, and hold the Employee harmless therefrom.

The School District shall also pay, for each year of the Contract, the yearly premiums on certain policies of life insurance on the life of the Employee and his wife, being Policy Number 8-639-325 with Massachusetts Mutual Life Insurance Company; and Policy Number: 821392030 with National Old Life Insurance Company.

The School District retains the option to adjust the salary of The Employee during the term of this Agreement, provided, however, that no such adjustment shall decrease The Employee's salary during the term of this Agreement.

7. Leave privileges, insurance and fringe benefits shall be as follows:

(a) The Employee shall be granted funeral leave days as provided by Article VIII, C, of the contract with the Roseville Federation of School Administrators, and twelve (12) sick leave days per year. Any accumulated unused sick days shall be paid without limitation to the Employee at 50% of his then per diem salary at the time of separation from employment with the School District. Employee shall also be paid ten (10) additional days at separation, which shall be paid at the per diem rate at the time of separation, provided Employee has accumulated unused sick days.

(b) The Employee shall be paid a perfect attendance/merit pay incentive for consecutive years of perfect attendance commencing with the hire date with the School District as follows:

1-4 years =	\$ 250.00 Per Year
5-9 years =	\$ 300.00 Per Year
10-14 years =	\$ 350.00 Per Year
15-24 years = *	\$ 400.00 Per Year
25 years & up = *	\$ 500.00 Per Year

\*(For these steps only, the payment indicated shall apply to all years.)

In any contract year in which the Employee does not have perfect attendance, Employee will receive only the previous year's incentive amount. This amount will be added to Employee's base salary for all

contract years following the break. After any break in perfect attendance, the incentive amounts recommence at the beginning of the scale.

- (c) The Employee shall be granted two (2) personal days per contract year to be taken at such times as are agreeable to the School District. Personal days not taken in a particular contract year shall be forfeited.
- (d) The Employee shall be entitled to twenty-five (25) vacation days each contract year.

Vacation time shall be taken at a time mutually agreeable to both parties. The Employee may carry forward not more than ten (10) unused vacation days to be used the following contract year. The Employee may elect to be paid for up to ten (10) vacation days not taken per year. Payment, per day, shall be the annual salary for the year in which the days were earned divided by 260. Any other vacation days not used or carried forward shall be forfeited. For purposes of this paragraph, each year shall be deemed to end on June 30.

- (e) The Employee shall receive full family medical insurance comparable to the most favorable plan granted to other employees of the School District; and shall receive any other insurances that are provided to district administrators, e.g. optical, dental, long term disability. Employee will be responsible for 20% of the monthly premium for medical/hospitalization insurance.
- (f) The Employee will be provided with base longevity compensation each year, in December, in the amount of \$6,250.00.
- (g) The School District shall release, assign, transfer, and convey over to the Employee all right, title or interest it may have in a certain

policy of life insurance on the life of the Employee with Massachusetts Mutual Life Insurance Company, being Policy Number: 8-639-325. The School District shall execute any documents necessary to effectuate this release and/or assignment.

- (h) The Employee shall be provided with a group term life insurance benefit in the amount of two (2) times the annual salary, along with Employee's corresponding accidental death and dismemberment coverage. Upon retirement, the School District shall continue to provide life insurance coverage in the following amounts until death:

- (1) \$50,000.00 up to and including age 65
- (2) \$45,000.00 at age 66
- (3) \$40,000.00 at age 67
- (4) \$35,000.00 at age 68
- (5) \$30,000.00 at age 69
- (6) \$25,000.00 at age 70 and until death

- (i) The Employee shall be provided with a transportation allowance in the amount of \$450.00 per month except for the 2012-2013 contract year only. This is an agreed upon reduction from the previously contracted benefits.

The Employee shall also be paid mileage expense reimbursement at the I.R.S. approved rate per mile for actual documented mileage expense incurred in the performance of his duties.

- (j) The Employee shall receive merit pay in the amount of \$2,000.00 on the first pay date in December 2012 for the 2012-2013 contract year only.

- (k) The Employee shall also be granted other fringe benefits as may be established from time to time for central administrators by School District.

8. In light of the unique nature of the professional duties of the administrator, School District shall provide the Employee, at no expense to him, legal counsel and representation in any legal action brought against him as Superintendent, and hold him harmless against all liability resulting from his performance of the duties of Superintendent. The extent of the Board's obligations under this paragraph shall be identical to the provisions of Board Policy EH, as it exists on the date this Agreement was signed.

9. In the event the Michigan Public School Retirement System shall refuse to credit compensation that has previously been reported, the Board will retain and pay an attorney of its choice to represent the administrator in proceedings before the Retirement Board and any necessary appeals.

10. The Employee shall be insured under all of the Board's liability insurance policies, subject to the conditions and limitations of those policies.

11. Notification of non-renewal of this Agreement shall be given to the Employee by the School District in writing at least ninety (90) days before its termination date. In the event the School District fails to so notify the Employee of non-renewal,

then this Agreement shall remain in effect for an additional one (1) year period.

12. The Employee shall have his seniority as a principal frozen. In the event the Employee's contract is not renewed, the Employee will be permitted to return to the principal ranks, based on his seniority and qualifications, and only to the extent that this is permitted by the Collective Bargaining Agreement with the Roseville Principal's Association.

13. This Employment Agreement contains the entire agreement between the parties and shall not be modified, waived, altered, or changed in any manner whatsoever except in writing signed by both parties.

14. This Employment Agreement replaces all previous Agreements and Amendments.

15. The School District shall pay membership fees for National and State associations, as well as memberships in local service organizations as approved by the Board.

ROSEVILLE COMMUNITY SCHOOLS

Date: June 25, 2012

BY: *Theresa J. Genest*  
THERESA J. GENEST  
PRESIDENT



Date: June 25, 2012

BY: Gregory W. Scott  
GREGORY W. SCOTT  
SECRETARY

Date: June 25, 2012

BY: John Kment  
JOHN KMENT  
EMPLOYEE