

SUPERINTENDENT OF SCHOOLS CONTRACT OF EMPLOYMENT

AT A MEETING OF THE BOARD OF EDUCATION OF THE AFOREMENTIONED SCHOOL DISTRICT HELD ON THE 16th DAY OF May, 2016, 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 AS DEFINED IN THIS CONTRACT OF EMPLOYMENT.

THIS CONTRACT IS ENTERED INTO ON THE TH DAY OF MAY, 2016, BETWEEN THE BOARD OF EDUCATION OF THE STEPHENSON AREA PUBLIC SCHOOLS REFERED TO AS THE "BOARD OF EDUCATION", AND RONALD KRAFT AS SUPERINTENDENT, REFERRED TO AS ADMINISTRATOR IN THIS CONTRACT AND IN ACCORDANCE WITH THE CONDITIONS OF THIS CONTRACT, THE PARTIES IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS AGREEMENT ATTEST TO AND AGREE ON THE FOLLOWING:

1. **TERM.** THIS CONTRACT SHALL TAKE EFFECT ON THE 1ST DAY OF JULY, 2016 AND CONTINUE IN FORCE THROUGH THE 30TH DAY OF JUNE 2018 SUBJECT TO THE PROVISIONS IN THIS DOCUMENT RELATIVE TO EXTENSION AND TERMINATION.
2. **DUTIES.** THE ADMINISTRATOR REPRESENTS THAT HE MEETS ALL THE 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 OF THE STATE OF MICHIGAN AND THE POLICIES OF THE STEPHENSON AREA PUBLIC SCHOOLS. THE ADMINISTRATOR RECOGNIZES THE ULTIMATE AUTHORITY OF THE BOARD WITH RESPECT TO HIS DUTIES AND RESPONSIBILITIES RELATED THERETO. ADMINISTRATOR MAY BE TRANSFERRED TO ANOTHER ADMINISTRATIVE POSITION AT THE DISCRETION OF THE BOARD.
3. **EVALUATION.** NO LATER THAN THE LAST DAY OF FEBRUARY OF EACH YEAR DURING THE TERM OF THIS CONTRACT, THE BOARD OF EDUCATION SHALL REVIEW WITH THE ADMINISTRATOR HIS PERFORMANCE AS SUPERINTENDENT. THE ADMINISTRATOR SHALL REMIND THE BOARD OF EDUCATION OF THIS LEGAL REQUIREMENT IN A TIMELY MANNER. THE SUPERINTENDENT WILL BE EVALUATED IN ACCORDANCE WITH THE PROVISIONS OF THE "REVISED SCHOOL CODE" AS WELL AS THE PERFORMANCE GOALS ESTABLISHED JOINTLY BETWEEN THE ADMINISTRATOR AND THE BOARD OF EDUCATION. STUDENT ACHIEVEMENT AND OVERALL DISTRICT LEADERSHIP AND MANAGEMENT SHALL BE THE FOCUS OF THE EVALUATION CRITERIA. EVALUATION OF THE SUPERINTENDENT SHALL BE IN ACCORDANCE WITH ALL PROVISIONS OF THE REVISED SCHOOL CODE (SECTION 1249). THE EVALUATION OF THE SUPERINTENDENT SHALL CONSIDER AND INCLUDE THE FOLLOWING:
 - A. **ESTABLISHES CLEAR APPROACHES TO MEASURING STUDENT GROWTH AND YIELDS RELEVANT DATA CORRELATING INSTRUCTIONAL PRACTICES WITH STUDENT ACHIEVEMENT. STUDENT GROWTH MUST BE EVALUATED USING MULTIPLE RATING CATEGORIES AS DEFINED IN SECTION 1249 OF THE REVISED SCHOOL CODE. THE SUPERINTENDENT WILL BE RATED AS EFFECTIVE, HIGHLY EFFECTIVE, MINIMALLY EFFECTIVE OR INEFFECTIVE**

- B. LEADERSHIP EFFECTIVENESS AND MANAGEMENT OF THE INSTITUTION AND ITS AREAS INCLUDING BUT NOT LIMITED TO, FINANCIAL MANAGEMENT, CURRICULUM LEADERSHIP, PERSONNEL MANAGEMENT, STRATEGIC THINKING, ABILITY TO TRANSFER VALID AND RELIABLE THEORY INTO PRACTICE IN ORDER TO ADEQUATELY MEASURE THE SUPERVISORY AND LEADERSHIP FUNCTION.**
- C. THE INSTRUMENT TO BE USED MUST CONFORM TO THE PROVISIONS OUTLINED IN 1249 OF THE REVISED SCHOOL CODE.**
- D. THE BOARD AND THE SUPERINTENDENT SHALL JOINTLY DETERMINE THE JOB TARGETS FOR EACH YEAR WITH THE PRIMARY FOCUS BEING INSTRUCTIONAL PRACTICES BASED UPON THE PERCENTAGE REQUIREMENTS AS DEFINED IN SECTION 1249 OF THE REVISED SCHOOL CODE.**

ALL BOARD OF EDUCATION MEMBERS SHALL SIGN THE INDIVIDUAL RATING SHEETS WHICH ARE USED IN THE OVERALL COMPOSITE USED IN THE FINAL SUMMARY OF PERFORMANCE. FAILURE TO SIGN THE INDIVIDUAL EVALUATION WILL RENDER IT NULL AND VOID WHEN COMPILING THE FINAL COMPOSITE. **THE INSTRUMENT TO BE USED WILL BE COMPATIBLE WITH THE REVISED SCHOOL CODE AS OUTLINED IN 1249.**

THE BOARD OF EDUCATION, NO LATER THAN THE 30TH DAY OF MARCH OF EACH YEAR DURING THE TERM OF THIS CONTRACT, MAY EXTEND THE CONTRACT FOR AN ADDITIONAL ONE YEAR PERIOD. IN EXERCISING THIS OPTION, THE BOARD OF EDUCATION ALSO SHALL ESTABLISH THE ANNUAL SALARY TO BE PAID TO THE ADMINISTRATOR FOR THE SCHOOL YEAR INCLUDED IN THE EXTENSION. ANY ADJUSTMENT IN COMPENSATION FOR THE ENSUING YEAR SHALL BE IN ACCORDANCE WITH THE EVALUATION PROCESS AS IT RELATES TO COMPENSATION. SAID CRITERIA AS DEFINED IN **SECTION 1250** OF THE REVISED SCHOOL CODE. 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.

THE SUPERINTENDENT ANNUALLY SHALL ADVISE THE BOARD OF EDUCATION OF THIS OBLIGATION DURING THE MONTH OF JANUARY.

- 4. TENURE EXCLUSION.** THIS CONTRACT DOES NOT CONFER TENURE UPON THE ADMINISTRATOR IN THE POSITION OF SUPERINTENDENT OR ANY OTHER ADMINISTRATIVE POSITION IN THE DISTRICT.
- 5. COMPENSATION—**THE BOARD OF EDUCATION SHALL PAY TO THE ADMINISTRATOR AN ANNUAL SALARY OF \$67,000 (DOLLARS) FOR THE SCHOOL YEARS 2016 TO 2017 AND NOT LESS THAN \$67,000 DOLLARS FOR THE SCHOOL YEARS 2017 TO 2018. THE SALARY SHALL BE PAID IN THE FOLLOWING MANNER. \$45,000.00 WILL BE PAID TO THE SUPERINTENDENT FOR THE PERIOD JULY 1, 2016 THROUGH AND INCLUDING THE 31ST DAY OF DECEMBER 2016. \$22,000.00 WILL BE PAID TO THE SUPERINTENDENT BETWEEN JANUARY 1, 2017 AND JUNE 30, 2017. THE SALARY INDICATES A FIGURE OF \$67,000.00. THIS INCLUDES HIS ESTABLISHMENT OF A \$5,000.00 SCHOLARSHIP FUND AS INDICATED IN 8B OF THIS AGREEMENT. \$23,000.00 FOR PROFESSIONAL DEVELOPMENT, CONSULTANTS AND TRAINING FOR FACULTY AND ADMINISTRATORS AS OUTLINED IN 8 A. THIS IS IN EFFECT FOR THE 2016-2017 YEAR ONLY. THE ACTUAL SALARY THE

SUPERINTENDENT WILL BE PAID FOR THE 2016-2017 YEAR IS \$67,000.00. THE ESTABLISHMENT OF THE AFOREMENTIONED LINE ITEMS OF \$23,000.00 AND \$5,000.00 ARE AT THE SUPERINTENDENT'S REQUEST THUS REFLECTING THE GROSS COMPENSATION FOR THIS YEAR IS \$67,000.00. (2016-2017). THE SUPERINTENDENT HAS ELECTED TO RECEIVE THIS AMOUNT AS GROSS COMPENSATION FOR THE SAID YEAR. \$23,000.00 AND \$5,000.00 (STUDENT SCHOLARSHIPS) OF HIS COMPENSATION HAVE BEEN DEIGNATED FOR PROFESSIONAL DEVELOPMENT, TRAINING, INSERVICE AND OTHER PROFESSIONAL DEVELOPMENT INITIATIVES THAT WILL ENHANCE STUDENT ACHIEVEMENT AND BEST PRACTICES. (\$23,000.00, \$5,000.00) WILL BE IN EFFECT FOR THE CONTRACT YEAR 2016-2017. SHOULD THE SUPERINTENDENT NOT WISH TO DEDICATE \$28,000.00 TO THESE LINE ITEMS FOR THE SECOND YEAR OF THIS AGREEMENT HIS SALARY WILL REVERT TO \$95,000.00.

6. THE SUPERINTENDENT SHALL RECEIVE ALL INSURANCE BENEFITS ACCORDED OTHER ADMINISTRATIVE PERSONNEL. (HEALTH, DENTAL, VISION, LTD). SHOULD THE SUPERINTENDENT NOT DESIRE THE ABOVE REFERENCED BENEFITS HE MAY ELECT TO UTILIZE THE COST OF THE AFOREMENTIONED ADMINISTRATIVE HEALTH DENTAL AND VISION PACKAGE UP TO THE STATE MANDATED CAP FOR OTHER SUPPLEMENTARY HEALTH, LIFE OR DISABILITY, SHORT OR LONG TERM OR ANY OTHER BENEFIT IN ACCORDANCE WITH ALL LEGAL GUIDELINES. THE AMOUNT SHALL BE AT THE FULL FAMILY PREMIUM UP TO THE CAP AS DEFINED BY THE MICHIGAN DEPARTMENT OF TREASURY IN ACCORDANCE WITH THE ANNUAL ADJUSTMENT BASED UPON THE MEDICAL CPI FOR THE STATE OF MICHIGAN. SAID CAP WILL BE THE AMOUNT OF THE CAP APPLIED TO ADMINISTRATIVE PERSONNEL FOR THE PLAN SELECTED UNDER THE BASE CHOICES PLAN. THE BOARD OF EDUCATION RETAINS THE RIGHT TO ADJUST SALARY DURING THE CONTINUATION OF THIS CONTRACT, BUT NO ADJUSTMENT SHALL REDUCE THE AMOUNT SPECIFIED IN THIS PARAGRAPH.
7. **INSURANCE BENEFITS—OUTLINED AND DEFINED IN 5 (ANY OF THE DEFINED INSURANCE OPTIONS MUST MEET ACCEPTANCE FOR ENROLLMENT BY THE APPROPRIATE INSURANCE UNDERWRITER, POLICYHOLDER OR THIRD PARTY ADMINISTRATOR.**
8. -THE ADMINISTRATOR WILL RECEIVE 12 SICK LEAVE DAYS A YEAR CUMULATIVE TO 100 DAYS. UPON REACHING THE MAXIMUM LEVEL OF 100 DAYS HE SHALL RECEIVE PAYMENT ON JUNE 30TH OF EACH YEAR FOR ANY UNUSED DAYS OVER 100 AND SHALL BE PAID AT HIS MOST RECENT PER DIEM RATE. The superintendent shall be paid at his most recent per diem rate for all accumulated leave days up to 150 upon termination of employment with the Stephenson Area Public Schools.
 - A. THERE SHALL BE AN AMOUNT NOT TO EXCEED \$23,000.00 ALLOCATED IN A LINE ITEM IN THE 2016-2017 BUDGET DESIGNATED FOR FACULTY AND STAFF TRAINING, CONSULTANT SERVICES FOR PROFESSIONAL DEVELOPMENT, EFFECTIVE SCHOOLS TRAINING AND ANY PROFESSIONAL DEVELOPMENT THAT IS KNOWN TO BE AN AID TO ENHANCING BEST PRACTICES TO IMPROVE INSTRUCTIONAL OUTCOMES FOR THE STUDENTS OF THE STEPHENSON AREA PUBLIC SCHOOLS.
 - B. THERE SHALL BE A DESIGNATED LINE ITEM IN THE BUDGET TO BE FUNDED BY SUPERINTENDENT IN THE AMOUNT OF \$5,000.00. SAID AMOUNT WILL BE USED IN ACCORDANCE WITH BY-LAWS TO GOVERN THE AWARDDING OF A SCHOLARSHIP OR SCHOLARSHIPS TO ELIGIBLE SENIORS WHO DEMONSTRATE ACADEMIC SUCCESS AND MEET

THE CRITERIA AS DEFINED IN THE BY-LAWS TO BE AWARDED TO ELIGIBLE APPLICANTS IN ORDER TO ASSIST SAID STUDENTS IN THEIR PURSUIT OF HIGHER EDUCATION.

THE ADMINISTRATOR SHALL BE ENTITLED TO THE FOLLOWING HOLIDAYS FOR WHICH NO SERVICE TO THE DISTRICT SHALL BE REQUIRED. (NEW YEARS EVE, NEW YEARS DAY, GOOD FRIDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING AND THE FRIDAY FOLLOWING, CHRISTMAS EVE AND CHRISTMAS DAY.

THE ADMINISTRATOR MAY ATTEND CONFERENCES AT THE STATE AND NATIONAL LEVEL, THE EXPENSES OF WHICH SHALL BE BORNE BY THE SCHOOL DISTRICT. THE SUPERINTENDENT SHALL INFORM THE BOARD PRESIDENT REGARDING ATTENDANCE AT AN EVENT OR CONFERENCE.

THE SUPERINTENDENT WILL BE PROVIDED WITH 30 VACATION DAYS A YEAR. VACATION MAY BE TAKEN WHEN IT IS DETERMINED TO NOT INTERFERE WITH OR DISRUPT NORMAL SCHOOL BUSINESS. THE SUPERINTENDENT WILL NOTIFY THE BOARD PRESIDENT WHEN HE INTENDS TO TAKE VACATION.

THE SUPERINTENDENT WILL BE PROVIDED WITH 5 PERSONAL DAYS A YEAR. THESE DAYS DO NOT ACCUMULATE.

THE SUPERINTENDENT WILL BE REIMBURSED FOR ALL TRAVEL WHEN TRAVELING ON SCHOOL BUSINESS. SAID REIMBURSEMENT WILL BE AT THE MOST RECENT IRS RATE. SUCH TRAVEL MAY INCLUDE MEETINGS & CONFERENCES AND STUDENT EVENTS.

THE SUPERINTENDENT WILL RECEIVE \$250.00 PER MONTH TO COVER THE COST OF A CELL PHONE.

9. **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. THIS CONTRACT WILL TERMINATE AND THE ADMINISTRATOR MAY BE DISCHARGED FOR REASONS THAT ARE NOT ARBITRARY OR CAPRICIOUS. FAILURE TO UPHOLD BOARD POLICY, BYLAWS, REGULATIONS OR STATE OR FEDERAL LAWS WILL BE CONSIDERED AS GROUNDS FOR DISMISSAL. FURTHER, THE BOARD MAY TERMINATE THE ADMINISTRATOR WHEN IT IS DETERMINED THAT ADMINISTRATOR HAS ENGAGED IN ACTS OF MORAL TURPITUDE, MISCONDUCT, DISHONESTY, FRAUD, INSUBORDINATION, INCOMPETENCY OR FOR ANY REASON THAT IS IN VIOLATION OF THIS CONTRACT.
10. **THE ADMINISTRATOR WILL BE NOTIFIED 90 DAYS IN ADVANCE OF THE EXPIRATION OF THIS AGREEMENT THAT THE BOARD IS CONSIDERING NON RENEWAL OF SAID AGREEMENT IN ACCORDANCE WITH THE PROVISIONS FOR SUCH ACTION AS DEFINED IN SECTION 1229 OF THE REVISED SCHOOL CODE.**

11. THIS CONTRACT IS GOVERNED BY AND SHALL BE INTERPRETED IN ACCORD WITH THE LAWS OF THE STATE OF MICHIGAN.

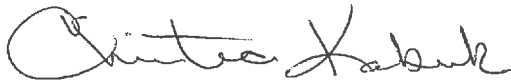
WE, THE PARTIES TO THIS SUPERINTENDENTS EMPLOYMENT CONTRACT, SIGN OUR NAMES AND EXECUTE THIS CONTRACT AS OF THE DATE AND YEAR WRITTEN IN THE OPENING PARAGRAPH.

FOR THE BOARD OF EDUCATION:

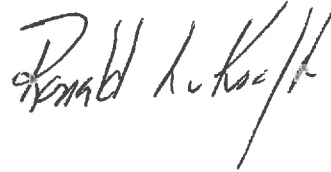
PRESIDENT



SECRETARY



ADMINISTRATOR



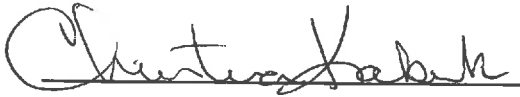
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ADDENDUM

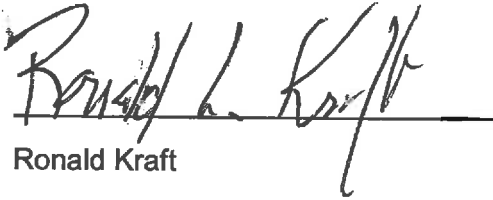
The Board approved to compensate Ronald Kraft for mileage, accommodations and meals during transition period before July 1, 2016 contract start date. Mileage will be reimbursed at \$0.54 per mile round trip, hotel and meals not to exceed \$95 per day.



Joe LaPointe



Christina Kakuk



Ronald Kraft