

**CENTRAL MONTCALM PUBLIC SCHOOL
SUPERINTENDENT CONTRACT**

KRISTI TEALL

THIS AGREEMENT, between the Central Montcalm Public School Board of Education, hereinafter called “the Board”, and Kristi Teall (hereinafter “the Superintendent”) is executed this 1st day of July, 2012, to set forth terms and conditions of employment, WITNESSETH:

QUALIFICATIONS

The Superintendent agrees that she holds and will maintain all certificates, credentials and qualifications that she represents herself to possess, including those minimum qualifications set forth by the Board as requirements, and also including all education, experience, and qualifications claimed in materials submitted to the selection process.

CONTRACT DURATION AND EXTENSION PROVISION

The Board agrees to employ the Superintendent as Superintendent of district schools for the term of two (2) years from July 1, 2012 to and including June 30, 2014.

The Board may, no later than the 31st day of March of each year during the term of this contract, extend the contract for an additional one-year period, terms and conditions of the extension to be mutually agreed upon with the Superintendent.

OPERATION OF LAW

Unless the Board of Education gives written notice of non-renewal of this contract to the Administrator at least ninety (90) days before the contract’s termination date, this contract will, without further action, be automatically renewed for an additional one-year period as provided by Public Act 183 of 1979. The Superintendent annually shall advise the Board of Education of this obligation during the month of March.

EVALUATION

The Board shall evaluate the Superintendent annually, using the criteria and an evaluation process mutually agreed upon by the Board and the Superintendent.

PROFESSIONAL GROWTH

The Superintendent may attend professional meetings at the local and State levels, the expenses of said attendance to be paid by the District. The district shall prepay or reimburse the Superintendent for all reasonable expenses incurred for successfully completed academic university courses including: tuition and necessary textbooks.

TENURE

The Board and Superintendent agree that tenure in the position of Superintendent or any other administrative position in the district is expressly denied.

The Superintendent shall be deemed to be granted continuing tenure as a classroom teacher, according to the provisions of the Michigan Teacher Tenure Act.

DUTIES

Superintendent shall perform the duties of Superintendent as prescribed by the School Code of the State of Michigan, rules and regulations of the State Board of education, policies of the Board, and as assigned or directed by the Board. Further, the Superintendent shall use her best efforts to maintain and improve both quality and efficiency of district processes and operations.

LIABILITY

The Board shall carry public liability insurance that protects the Superintendent from claims brought against her as a result of her functioning as Superintendent. Such protection shall be limited to that provided by the terms of the insurance policy.

COMPENSATION SALARY

For contract year 2012-2013 the Board shall pay a salary of One Hundred Fifteen Thousand Dollars (\$115,000). Payment shall be made in accordance with the schedule of salary payment in effect for other professional employees. Prorating for any purpose will be based upon two hundred fifty (250) workdays per year. Salary for the second and third contract years will be determined before the start of the contract year; any salary adjustment shall not result in a salary lower than that received for the previous contract year.

COMPENSATION - BENEFITS

A. Insurances

The Board will pay premium amounts that provide the Superintendent with the coverage provided as follows:

1. Health insurance—Priority Health POS/PCP - \$1,250/\$2,400 annual HSA deductible fully paid.
2. Dental insurance—Ultra-Dent 80/80/80 monthly premium paid.
3. Life Insurance—Two times annual salary (if insurable) monthly premium paid AD & D.
4. Long-term disability—70% of salary with a \$7,500 monthly maximum and a 30-day waiting period.
5. Vision Insurance—SET-SEG Ultra-vision IV.

B. Sick Days and Personal Days

Superintendent shall be eligible for sick leave and personal leave as provided to other administrators of the district.

- 1) Twelve (12) days paid sick leave per year, accumulative to 195 days.
- 2) Three (3) personal days per year, accumulative to ten (10) days.

Upon leaving from the district and after ten (10) years as an employee in the district, the superintendent will be paid for each accumulated sick leave day as follows: \$200 from zero (0) to less than ninety (90) days of accumulation; \$250 from ninety (90) to less than one hundred ten (110) days of accumulation; and \$300 from one hundred ten (110) to one hundred ninety-five (195) days of accumulation.

C. Vacation

The Superintendent shall receive 20 paid vacation days each contract year. These will not accrue or accumulate without Board approval. Superintendent may choose to receive up to ten (10) days compensation in lieu of vacation annually. Vacation may be planned and taken by the Superintendent during the July 1 – June 30 contract year.

D. Holidays

The Superintendent shall receive up to ten (10) unpaid holidays each contract year: Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve Day, Good Friday and Memorial Day. The employee will receive two (2) floating holidays each contract year.

E. Mileage Allowance

The mileage reimbursement for the use of a personal car while conducting school business shall be at the IRS rate in effect on the date the mileage is incurred.

F. Travel, Conferences, Dues, Tuition, Subscriptions

The Board shall prepay or reimburse the Superintendent for expenses related to her responsibility up to specific amounts budgeted by the Board for each contract year. The Board shall approve in advance out of state travel.

G. Cash in Lieu

Under the terms of the Central Montcalm PS Section 125 Cafeteria Plan, health insurance waivers need to be on file for anyone choosing not to receive health insurance. In place of health insurance, the Board will pay an "in lieu of" amount in the amount of \$7,500 per year. This payment will be paid out on the normal payroll schedule.

MEDICAL EXAMINATION

The Superintendent will submit to a comprehensive medical examination annually or at any other time requested by the Board during the term of this contract. The Board may specify the examiner and may request and receive such resulting medical information as may be necessary to determine the Superintendent's ability to perform her duties. Such information shall be treated as confidential, for use only by the Board and its medical consultants. The Board shall pay costs of the examinations and reports not covered by insurance.

TERMINATION

During the length of this contract, the Superintendent shall not be subject to discharge for a reason, which is arbitrary or capricious. No discharge shall be effective until written charges have been served upon her. She shall have an opportunity for a hearing before the Board not

less than fifteen (15) days after receipt of the written charges. The hearing shall be public or private at the option of the Superintendent. At the hearing, the Superintendent may have legal counsel at her own expense. The foregoing shall not apply to non-renewal of this contract or any extension of this contract. Termination of this contract by non-renewal shall be subject only to the procedures required by the laws of the State of Michigan and the United States. The Board specifically reserves the right not to extend or renew this contract or any extension of the contract, regardless of cause or reason but subject only to the laws of the State of Michigan and the United States.

SEVERABILITY

If, during the term of this contract, a specific clause is found illegal in law, the remainder of the contract shall remain in force.

AGREEMENT

This document constitutes the entire agreement between the Board and the Superintendent, superseding and extinguishing all prior understandings. It may be amended only by a written instrument, duly adopted and executed by the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

CENTRAL MONTCALM PUBLIC SCHOOL

By: _____
Board President

By: _____
Board Secretary

AS SUPERINTENDENT

By: _____
Kristi Teall