

**WHITMORE LAKE PUBLIC SCHOOL BOARD OF EDUCATION  
WHITMORE LAKE, MICHIGAN**

**EMPLOYMENT CONTRACT  
SUPERINTENDENT**

**THIS AGREEMENT** is made and entered into as of 12th day of December, 2011 between the Whitmore Lake Public School District ("District") and Kimberley A. Hart, as Superintendent ("Superintendent")("the Agreement").

**WHEREAS**, the Board of Education for the Whitmore Lake Public School District ("Board of Education"), at a meeting held on the 7<sup>th</sup> day of August, 2007 approved the initial employment of the Superintendent;

**WHEREAS**, on September 10, 2007 the Board of Education and the Superintendent executed an employment contract effective September 4, 2007 through June 30, 2010;

**WHEREAS**, the Board of Education desires to extend this Agreement to June 30, 2015;

**NOW, THEREFORE**, in consideration of the mutual promises contained in this contract, it is agreed between the parties, as follows:

1. **Term**. This Agreement shall take effect on the 12th day of December, 2011 and continue through the Thirtieth (30<sup>th</sup>) day of June, 2015 subject to extension and termination as provided in Paragraphs 4 and 5.

2. **Duties**. The Superintendent represents that she shall meet all Michigan requirements and hold all certificates necessary for employment by the District as Superintendent. The Superintendent agrees to perform the duties of Superintendent in a competent and professional manner in compliance with the laws applicable to the District and the policies and regulations adopted by the Board of Education. The Superintendent shall have charge of the administration of the schools under the direction of the Board of Education and the District. The Superintendent will act as an advisor to the Board on matters pertaining to school administration or the school district, and she will inform the Board of significant administrative action taken on its behalf.

3. **Evaluation**. The Board of Education shall, annually by February 28 of each year, review with the Superintendent her performance as Superintendent, using a mutually agreed upon narrative evaluation process with mutually agreed upon goals and objectives. A written copy of the evaluation shall be provided to the Superintendent within thirty (30) days of the evaluation. The Board agrees that all matters concerning the performance of the Superintendent will be brought to her attention promptly and discussed as appropriate at that time.

4. **Extension**. This Agreement may be extended either by option of the Board of Education or by operation of law, as follows:

A. **Board Option.** The Board of Education may, no later than the 1st day of March, in every school year, extend this Agreement for an additional period of time, up to 5 years and no less than one year. This Agreement shall be automatically renewed for an additional one-year period unless the Board of Education gives the Superintendent written notice of its decision to prevent this automatic renewal at least ninety (90) days prior to July 1 of each year of this Agreement. The Superintendent shall, by certified mail to each member, advise the Board of Education of the existence of this automatic renewal clause during the month of January of each year of this Agreement. The Board of Education in its sole discretion and with or without cause may decline to extend this Agreement for an additional year.

B. **Operation of Law.** The Board of Education shall provide the Superintendent with at least ninety (90) days notice of non-renewal of this Agreement. If written notice of non-renewal of this Agreement is not given at least ninety (90) days before July 1 of the final year, the Agreement shall be automatically renewed for an additional one (1) year period. The Superintendent shall advise the Board of Education of this obligation in writing during the month of January of the year in which the contract terminates.

5. **Termination/Dispute Resolution.** This Agreement may be terminated by the Board of Education at any time during its term in the event of the Superintendent's death, retirement, voluntary resignation of employment, or for just cause. For purposes of this Agreement, termination for just cause shall mean: (a) the Superintendent engaging in misconduct or a violation of Board of Education policies or directives; (b) gross negligence, breach of this Agreement, fraud, dishonesty; or the Superintendent's conviction of a felony; (c) failure to satisfy the continuing education requirements established by the State of Michigan Board of Education.

The Superintendent shall be afforded an opportunity for a hearing before the Board of Education regarding termination if she desires. This hearing may be conducted in private session of the Board of Education at the option of the Superintendent. The Superintendent shall be permitted to attend this hearing with a legal representative of her own choosing at her personal expense.

In the 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 the Agreement, the parties hereby agree to submit such to binding arbitration. Such arbitration shall be conducted under the labor arbitration rules of, and administered by, the American Arbitration Association for labor disputes which shall include discovery and subpoena powers. The arbitrator's fee and the expense of the American Arbitration Association shall be mutually shared by both parties. All parties are entitled to have representation of their own designation; however each party shall be responsible for the costs of such respective representation.

The Superintendent may terminate this Agreement by giving the Board of Education at least thirty (30) days written notice of resignation or upon mutual agreement. Upon receipt of a notice of resignation from the Superintendent, the Board of Education will take immediate action to seek a replacement. Any notice of resignation given after July 1 of any fiscal year and intended to be effective prior to June 30 of such fiscal year need not be accepted for up to ninety

(90) days after notice is received by the Board of Education, unless otherwise mutually agreed to in writing.

6. **Tenure Exclusion.** This contract does not confer tenure upon the Superintendent in the position of the Superintendent or any other administrative position in the District.

7. **Compensation.** The District shall pay to the Superintendent an annual base salary of \$124,223.00 (one hundred twenty four thousand, two hundred and twenty-three dollars) for the 2011-2012 school year. Additionally, the Superintendent shall annually receive a tax-deferred annuity in an amount equal to five (5) percent of her annual gross base salary. For the remaining term of this Agreement, including any extension, the Superintendent's annual base salary shall be adjusted as required by the Board of Education's salary structure for school administrators. The annual base salary shall be paid in twenty-six (26) equal installments. The Board of Education, at its own choosing and without Superintendent approval, may elect to pay the annual base salary in twenty-four (24) equal installments. The Board of Education retains the right to adjust the annual base salary during the continuation of this Agreement, but an adjustment shall not reduce the annual base salary below the figure stated above.

8. **Benefits.** During the term of this Agreement, the Superintendent shall receive health insurance (with a yearly payment on premium, as determined by law) and dental insurance benefits, bereavement, and personal days equivalent to those provided for in the Master Contract of the Whitmore Lake Education Association and vision benefits as provided to other administrators or as required by law. In addition to such benefits, the Superintendent is entitled to the following benefits:

A. **Vacation.** The Superintendent shall have a total of twenty-five (25) days paid vacation each year during the term of this Agreement.

B. **Life Insurance.** The District shall purchase Term Life Insurance equivalent to 3 (three) times annual base salary.

C. **Holidays.** The Superintendent will receive as a paid holiday the following days:

New Year's Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Eve
July Fourth	Christmas Day
Labor Day	New Year's Eve

D. **Sick Leave.** The District will pay the Superintendent at her current annual base salary rate for any individual, routine sick days and for the first sixty (60) days of any medically established short-term disability preventing her from performing the duties of her employment, less any amounts provided by the long-term disability insurance policy of the District covering administrators. This provision does not confer any right to pay in lieu of unused sick time.

E. **Professional Dues.** The District shall pay dues and professional fees of the Superintendent for the Michigan Association of School Administrators and the MASA region in which the District is located, the American Association of School Administrators, and the Association for Supervision and Development, as well as other appropriate affiliations as approved by the Board of Education.

F. **Merit Incentive.** In addition to the annual base salary set forth in Paragraph 7, during each year of this Agreement, the Board of Education may determine at its sole discretion that the Superintendent is eligible for a merit incentive payment based upon the successful completion of the goals and/or performance objectives mutually agreed upon during the Superintendent's annual evaluation or earlier, in any given year. The merit incentive payment, if any, shall be made no later than August 1 of each year. The amount awarded to the Superintendent, if any, shall not be a permanent adjustment to her base salary, and shall only be payable in that year.

G. **Long Term Disability Insurance.** Subject to the terms and limitations contained in such policy, the District shall provide the Superintendent with long-term disability benefits at a monthly benefit of not less than 66 percent of the Superintendent's annual base salary during periods of long-term disability.

9. **Miscellaneous Provisions.**

A. **Professional Improvement.** The District recognizes the value of attendance by the Superintendent at State and National conferences and meetings and agrees to pay costs associated with such meetings as approved by the Board of Education in the Annual Budget, upon submission of written receipts of all expenses. The Board of Education shall reimburse the Superintendent for all continuing education credit, upon proof of successful completion of coursework.

B. **Expenses.** The District shall pay or reimburse the Superintendent for expenses incurred by the Superintendent in the continuing performance of her duties under this Agreement as permitted by State law and as approved by the Board of Education in the Annual Budget, provided that the Superintendent submits proper receipts or other proofs of all expenditures. The Board of Education shall reimburse the Superintendent for the use of her personal vehicle while on business for the District at a rate established by the IRS for mileage reimbursement. The District will furnish and pay all expenditures related to the use of the Superintendent's cell phone/Blackberry.

C. **Indemnification.** The District agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all suits, countersuits, actions and legal proceedings brought against the Superintendent in her capacity, or in her official capacity as agent and employee of the district, provided the incident arose while the Superintendent was acting within the scope of her employment. The Board shall provide public liability insurance to cover legal expenses in defense of claims and payments of judgments resulting from her functioning as Superintendent and will reimburse her for any portion of such expense 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.

D. **Savings clause.** If any portion of this agreement is determined to be illegal due to conflict with State or Federal law, the remainder of the agreement shall remain in full force and effect. Further, this agreement does not constitute any obligations either written or implied for reemployment beyond the term set forth herein.

**IN WITNESS WHEREOF**, the parties have duly executed this Superintendent's Employment Agreement as of the day and year written in the opening paragraph.

For the Board of Education

By *Byron A. Zayle*  
President

1/9/2012  
Date

By the Superintendent

By *Kimberley A. Hart*

1-4-12  
Date

By *Anne M. Laqueinto*  
Secretary

1-23-12  
Date

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