

EMPLOYMENT AGREEMENT
(Superintendent)

THIS AGREEMENT made and entered into as of the 10th day of December, 2018, by and between the **COLUMBIA SCHOOL DISTRICT**, Jackson County, Michigan (the "District"), and **PAMELA L. CAMPBELL**, of Columbia School District ("Superintendent")

W I T N E S S E T H:

The District agrees to employ **PAMELA L. CAMPBELL**, as Superintendent of Schools of the District on the terms and conditions set forth in this Agreement.

1. Term. The term of employment shall be for the period from December 15, 2018 to and including June 30, 2022 (the "term"). On or before December 1 of each year of the term, the Board of Education may extend the term of this Agreement for an additional one (1) year period. The Board of Education in its sole discretion and with or without cause may decline to extend this contract for an additional year.

2. Duties. During the term and any extension or renewal thereof, Superintendent agrees to:

- (a) serve the District as its Superintendent of Schools and perform the duties required by law;
- (b) obey, fulfill and implement the policies of the Board of Education of the District;
- (c) carry out or cause to be carried out the educational program and policies of the District as the chief operating officer;
- (d) keep the Board of Education cognizant of information which may be of importance to its members;
- (e) prepare agendas for each regular and special meeting of the Board of Education in cooperation with the Board President;
- (f) promote good community relations;

- (g) prepare an annual budget, submit it to the Board of Education for approval in a timely manner, and direct expenditures within the limits of the Board approved budget;
- (h) represent the District in dealing with other organizations, school staff, the public, and news media;
- (i) develop organizational goals in cooperation with the Board of Education and other interested parties and keep the Board informed of progress toward the goals; and
- (j) devote her full working time and best efforts in the performance of such duties for the District and to engage in no other gainful employment unless it is approved in advance by the Board of Education in writing. (Superintendent may undertake speaking engagements, teaching, writing, lecturing, or other professional activities which are not inconsistent with the full performance of her duties as Superintendent).

3. Certification and Qualifications. Superintendent represents that Superintendent has and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Department of Education and those required by the Board to serve in the position of Superintendent of Schools. If at any time Superintendent fails to maintain all certificates, credentials and qualifications for the position of Superintendent of Schools, including the completion of continuing education requirements as required by Section 1246 of the Revised School Code, this Agreement and Superintendent's employment shall automatically terminate and the Board shall have no further obligations hereunder. Superintendent shall be permitted to arrange her working hours to complete the continuing education requirements of Section 1246 as long as she is otherwise able to perform her duties and responsibilities as Superintendent. Tuition and/or registration fees incurred by Superintendent to complete the continuing education requirements will be reimbursed by the District. Reimbursements will take place upon submission of supporting documents.

4. Salary. The District will pay the Superintendent a salary of \$116,269 for the period from December 10, 2018 through June 30, 2022 and not less than \$116,269 for each succeeding year of the term. The salary shall be payable in substantially equal bi-weekly installments. The Board of Education retains the right to adjust the salary during the continuation of this Agreement, but an adjustment shall not reduce the annual salary below \$116,269. Compensation for future years shall be based on job performance and job accomplishment, including student growth, as required by Section 1250 of the Revised School Code.

5. Insurance and Other Benefits. The District shall provide Superintendent with the following benefits at its expense except as provided below:

- (a) MESSA Choices PAK C Health Insurance with \$500/\$1000 deductible, \$20 office visit copay and \$20/\$25/\$50 prescription copay, or other health insurance plan mutually agreed upon by the parties. The District shall pay not more than 80% of the premium and Superintendent shall pay the remaining 20% percent of the premium by payroll deduction.
- (b) Dental Insurance - 80% Class I and II benefits, 80% Class III benefits with \$1000 lifetime maximum (COB).
- (c) Long-term Disability Insurance - 66-2/3%, 90 calendar day modified fill waiting period, \$7,000 monthly maximum, alcohol/drug and mental/nervous, same as any other illness.
- (d). Vision - full family coverage, VSP 2S.
- (e). \$150,000 Term Life and ADD.

The District reserves the right to change the identity of the insurance carrier, policyholder, or third-party administrator for any of the above coverages, provided that comparable coverage, as determined by the District, is maintained during the term of this Agreement. The District shall not be required to remit premiums for

any insurance coverages for Superintendent and her eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder, or third-party administrator.

6. Tax Deferred Annuity. The Superintendent may elect to defer a portion of Superintendent's salary up to the maximum amount excludable from Superintendent's federal gross income under Section 402(g) of the Internal Revenue Code of 1954, as amended, to purchase a tax shelter annuity contract for Superintendent from a mutually acceptable insurance company, which contract qualifies for income tax treatment under Section 403(b) of the Internal Revenue Code of 1986, as amended.

7. Holidays, Vacation and Leaves of Absence. Superintendent is entitled to the following holidays, vacation and leaves of absence:

- (a) Superintendent shall be entitled to the following holidays: New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday following Thanksgiving, Christmas Eve Day, Christmas Day and New Year's Eve Day.
- (b) Superintendent shall be granted twenty (20) workdays of vacation, exclusive of the above holidays, during each year of this Agreement. Vacation periods shall be selected by Superintendent during periods of time least disruptive to the operations of the District. Vacation days must be used within the fiscal year for which they are made available and Superintendent shall not receive any additional compensation in lieu of use of vacation days without the express agreement of the Board.
- (c) Superintendent shall be granted forty-five (45) workdays of paid sick leave for the two year term of this Agreement which she may use for personal illness or disability; provided, however, if Superintendent is permanently disabled as defined in the long-term disability policy, she shall be granted sufficient sick days with pay until the long-term disability benefits begin at the end of the waiting period. There shall be no carry over or accumulation of unused sick days and no payment for unused sick days upon termination of employment or this Agreement for any reason.

8. Automobile Expense and Allowance. Superintendent shall receive a monthly automobile allowance of Three Hundred (\$300.00) Dollars. District shall also reimburse Superintendent at the applicable IRS rate per mile for school business trips beyond a thirty-five (35) mile radius from the District's administrative offices. On or before January 15 of each year, Superintendent shall provide the District with an adequate accounting of her school business automobile expenses for the preceding calendar year. If the expenses for such year are less than the allowance and expenses paid in such year, the difference shall be reported as additional compensation as required by applicable IRS regulations. If the expenses for such year are more than the allowance and expenses paid, the Superintendent may deduct the difference on her personal income tax return as permitted by applicable IRS regulations but no additional payment or reimbursement shall be due. Superintendent shall use her own automobile for school purposes and shall receive no mileage or other reimbursement from the District for such use other than as provided above.

9. Business Expense. Actual and necessary expenses incurred by Superintendent in the discharge of official duties or in the performance of functions authorized by the Board of Education and not addressed in other provisions of this Agreement, shall be reimbursed upon submission of receipts and reports of expenditures; provided, however, no District funds will be used for alcoholic beverages and no reimbursement shall be made therefor. All such expenses must be approved by the Treasurer of the Board of Education.

10. Professional Meetings. The Superintendent shall be expected to attend professional education meetings at the local, state and national levels, the reasonable

expense of which shall be paid by the District as approved by the Treasurer; provided that national meetings shall be approved by the President.

11. Professional Dues. The District shall pay the Association dues of the Superintendent for the American Association of School Administrators, the Michigan Association of School Administrators, and others approved by the Board..

12. Evaluation. Before March 1 of each year of this Agreement, the Board shall list in writing the goals to be achieved by the Superintendent during each year. The Board of Education and the Superintendent shall agree on the length of time for her to accomplish the goals, the resources provided the Superintendent and the means of measurement used in determining whether or not the goals have been met. If the Board of Education and the Superintendent are unable to agree on such matters, the ultimate decision shall rest with the Board. The written goals and the Superintendent's written job description shall be the primary tools used by the Board in evaluating the Superintendent's performance. If the Board desires to add an area not included in the goals or job description, it may be added as a goal for the following year. The evaluation shall be a rigorous, transparent and fair performance evaluation system that complies with Section 1249 of the Revised School Code that takes into account student growth as a significant factor.

13. Notice of Nonrenewal. The Superintendent shall give at least ninety (90) days' notice in writing to the District of the Superintendent's intention to terminate this Agreement. Notice of nonrenewal by the District shall be given at least ninety (90) days before the expiration of the term of this Agreement, as required by Section 1229(1) of the

Revised School Code. This Agreement shall be renewed for an additional one-year period if such notice of nonrenewal is not given as provided in Section 1229(1).

14. Tenure. Continuing tenure of Superintendent in any administrative or supervisory capacity is hereby specifically withheld.

15. Medical Examination. The District agrees to pay the cost of an annual physical examination to the extent such cost is not covered by the Superintendent's health insurance. The District may request release of medical information necessary to determine if Superintendent is capable of performing the duties required in her assignment. The District may require that the Superintendent have a comprehensive medical examination as may be necessary and to the extent permitted by the Americans With Disabilities Act. Medical information provided under this Agreement shall be treated as confidential by the District. If the District exercises its prerogative to require a medical examination, the cost thereof shall be paid by the District to the extent not covered by health insurance provided by the District.

16. Assignment. This Agreement is for personal services and is not assignable.

17. Termination for Cause. This Agreement may be terminated at any time for just cause by either the Superintendent or the District. Just cause includes, but is not limited to, the failure of either party to perform the duties or satisfy the obligations herein set forth. Superintendent shall have the right to written charges, notice of hearing, and a fair hearing before the Board of Education, including the right to be heard and present witnesses. If the Superintendent chooses to be accompanied by legal counsel at the hearing, the cost shall be the Superintendent's responsibility.

18. Professional Liability Protection. The District shall indemnify the Superintendent against expenses (including attorneys' fees) and amounts paid in settlement actually and reasonably incurred by her in connection with the defense of any civil, criminal or administrative action, suit or proceeding in which she is made a party or with which she is threatened, by reason of being or because of any act as Superintendent within the course and scope of her duties and employment hereunder if she acted in good faith and in a manner she reasonably believed to be in or not opposed to the best interest of the District, and with respect to any criminal action or proceeding, had no reasonable cause to believe her conduct was unlawful. Notwithstanding the foregoing, she shall not be entitled to any indemnification in relation to matters to which she shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of her duties.

19. Arbitration and Governing Law.

A. Any and all disputes including termination for cause under this Agreement shall be submitted to binding arbitration pursuant to the labor arbitration rules of the American Arbitration Association within ninety (90) days after the party filing for arbitration knows or should have known of the alleged breach of this Agreement. Michigan courts may enter judgment upon and enforce any award entered by the arbitrator within the arbitrator's authority.

B. Michigan law shall govern this Agreement and the sole and exclusive remedy under this Agreement shall be monetary damages for any alleged breach. No equitable relief of any kind, including reinstatement, may be granted for any

violation of this Agreement, except as necessary to pay a monetary award granted pursuant to binding arbitration.

C. The scope of the arbitrator's authority is limited exclusively to the issue of whether a breach of contract occurred and, if so, the measure of monetary damages, which shall not be greater than the value of the salary and benefits remaining at the time of the alleged breach. The arbitrator has no authority to reinstate in the event of a termination of employment.

20. Amendment. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be amended, renewed or extended except by an instrument in writing (addendum or otherwise), duly adopted and executed by the parties.

21. Savings Clause. The provisions of this Agreement are several and if any part of the Agreement is found to be null, void or inoperative, the other paragraphs, or portions thereof, shall remain fully valid and enforceable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

IN THE PRESENCE OF:

**COLUMBIA SCHOOL DISTRICT,
JACKSON COUNTY, MICHIGAN**

Monika Cook

By: [Signature]
Its: President

Monika Cook

By: [Signature]
Its: Treasurer/Human Resource Committee

Monika Cook

[Signature]
Pamela L. Campbell, Superintendent