

## CONTRACT OF EMPLOYMENT

### Superintendent

It is hereby agreed by and between the Board of Education of the Bay-Arenac Intermediate School District (hereinafter "Board") and Deborah Kadish (hereinafter "Superintendent") that pursuant to Section 1229(1) of the Revised School Code, the Board in accordance with its action found in the minutes of its meeting held June 17, 2019, has and does hereby employ the said Superintendent for a four (4) year period commencing on July 1, 2019 and ending on June 30, 2024, according to the terms and conditions as described and set forth herein as follows:

1. Superintendent shall perform the duties of Superintendent as prescribed by the Board and as may be established, modified and/or amended from time to time by the Board. Superintendent acknowledges the ultimate authority of the Board with respect to her responsibilities and directions related thereto. Superintendent is subject to assignment and transfer to another administrative position of employment in the School District at the discretion of the Board.

2. Superintendent represents that she possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the provisions of Sections 1246 and 1536 of the Revised School Code, the regulations of the Michigan Department of Education, and those required by the Board to serve in the position assigned. Superintendent agrees, as a condition of her continued employment, to meet all certification and continuing education requirements for the position assigned, as are and may be required by law and/or by the State Board of Education. If at any time Superintendent fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

3. Superintendent agrees to devote her talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Superintendent agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, Superintendent agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board to carry out the educational programs and policies of the School District during the entire term of this Contract. Superintendent agrees to devote substantially all of her business time, attention and services to the diligent, faithful and competent discharge of her duties on behalf of the School District to enhance the operation of the School District and agrees to use her best efforts to maintain and improve the quality of the programs and services of the School District.

4. Superintendent shall be paid at an annual (twelve month) salary rate of not less than One Hundred Fifty Seven Thousand Four Hundred Sixty Dollars (\$157,460.00) for the 2019-2020 school year, in consideration of her performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board.

Should Superintendent be assigned or transferred to another administrative position, the salary paid shall be as established by the Board for that position. The annual salary shall be paid in twenty-six (26) equal bi-weekly installments beginning with the commencement of the fiscal/contract year (July 1 - June 30).

The Board hereby retains the right to increase the annual salary of Superintendent during the term of this Contract. Consistent with the provisions of Section 1250 of the Revised School Code, Superintendent's job performance and job accomplishments will be significant factors in determining any adjustment to Superintendent's compensation. Any increase in salary made during the term of this Contract shall be in the form of a written amendment and when executed by Superintendent and the Board, shall become a part of this Contract.

5. The Board shall contribute to an IRS Section 403b or 457 account of the Superintendent's choosing, an amount not less than Seven Thousand Five Hundred Dollars (\$7,500) annually during the term of this contract. The Board shall review the amount paid and at its discretion may adjust the amount.

6. Superintendent is employed on the basis of fifty-two (52) weeks of work per contract/fiscal year (July 1 through June 30) as scheduled by the Board. Superintendent shall be granted vacation time of twenty-five (25) days per fiscal year. Ten (10) vacation days may be carried over per fiscal year and shall not exceed twenty (20) days. Superintendent shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District. All scheduling of vacation is subject to the approval of the Board.

Superintendent may elect to receive salary in lieu of accumulated vacation days, to a maximum of ten (10) days per year. Vacation days redeemed in this fashion shall not be subject to Board contributions to the Michigan Public School Employees Retirement System where to do so would violate MCLA 388.1764a, or its successor provision.

7. Superintendent will have up to two (2) days, non-accumulative, per contract year, to utilize for personal business. In addition, up to five (5) days leave will be granted in case of the death of the Superintendent's spouse, children, step-children, parents, mother-in-law, father-in-law, brothers or sisters, grandparents or grandchildren. Up to three (3) days leaves will be granted in case of the death of spouse's brother, spouse's sister and spouse's grandparents.

8. Superintendent's performance shall be evaluated by the Board at least annually using multiple rating categories that take into account data on student growth as a significant factor.

9. The Board shall be entitled to terminate the Superintendent's employment at any time during the term of this Contract when it determines that Superintendent has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, if Superintendent materially breaches the terms and conditions of this Contract, or for other causes that are not arbitrary or capricious.

The foregoing standards for termination of this Contract during its term shall not be applicable to non-renewal of this Contract at the expiration of its term, which decision is discretionary with the Board.

In the event that the Board undertakes to dismiss Superintendent during the term of this Contract, she shall be entitled to written notice of charges and an opportunity for a hearing before the Board. In the event of termination of employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

10. In the event of Superintendent's mental and/or physical incapacity to perform the duties of her office, she shall be granted an initial leave of one hundred (100) work days for purpose of recovery. The Superintendent shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the one hundred (100) work day period to be unpaid. Upon utilizing leave under this provision, Superintendent shall furnish medical certification to the Board (or its designee) respecting the necessity for the leave.

If the Board (or designee) has reason to doubt the validity of the medical certification supplied by Superintendent, it may require a second opinion, at Board expense.

Superintendent may request a ninety (90) work day unpaid leave extension in the event of her physical and/or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is a verified prognosis that Superintendent will be able to resume her duties at the conclusion of the extended leave interval. Medical certification shall be supplied by Superintendent as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

If Superintendent is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), her employment and this Contract may be terminated at the option of the Board. However, no such termination shall occur where restoration after leave is required by the Family and Medical Leave Act.

Prior to resumption of duty after an unpaid leave of absence for a serious health condition, Superintendent shall provide to the Board a fitness for duty certification from Superintendent's health care provider. A second opinion may be required by the Board, at its expense, unless the securing of the second opinion in this context is precluded by the Family and Medical Leave Act.

11. Superintendent agrees that she shall not be deemed to be granted continuing tenure in the position initially assigned or to which she may be assigned or transferred or in any capacity other than that of a classroom teacher, should the probationary period required for tenure as a teacher be fulfilled, by virtue of this Contract or any employment assignment (requiring certification) with the School District. Nor shall the decision of the Board not to continue or renew the employment of Superintendent for any subsequent period in any capacity, other than as a classroom teacher, as may be required by the Teachers' Tenure Act, be deemed a breach of this Agreement or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

12. Superintendent shall submit to such medical examinations, supply such information and execute such documents as may be required by any underwriter, policyholder or third party Superintendent providing insurance programs specified under this Contract. Additionally, upon request of the Board, Superintendent shall authorize the release of medical information necessary to determine if Superintendent is capable of performing the essential job functions required by her assignment, with or without reasonable job accommodation(s). Any physical or mental examination or disclosure of such information required of Superintendent by the Board shall be job related and consistent with business necessity. Any medical or psychological examination under this section shall be at Board expense. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.

13. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third party Superintendent, the Board shall make premium payments on behalf of Superintendent and her eligible dependents for enrollment in the following insurance programs:

Health insurance: Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third party Superintendent, the ISD shall make premium payments on behalf of the Superintendent and her eligible dependents as indicated on the attached Appendices A, B & C.

Term life insurance: (Superintendent only): Policy amount of 1.5 times salary, with double indemnity.

Long Term Disability Insurance (Superintendent only)

Superintendent shall contribute toward district health insurance premiums the amount greater than the Board's premium contribution required by law as a condition to participating and enrolling in the above insurance programs. Superintendent hereby authorizes payroll deduction for the above amount.

14. The Board reserves the right to change the identity of the insurance carrier, policyholder or third party Superintendent for any of the above coverages, provided that comparable coverage, as determined by the Board, is maintained during the term of this Agreement. The Board 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 Superintendent. The terms of any contract or policy issued by any insurance company or third-party Superintendent shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. Superintendent is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The Board, by remitting the premium payments required to provide the above-described insurance coverage(s), shall be relieved from all liability with respect to insurance benefits.

15. Superintendent is entitled to the following holidays for which no service to the School District is required:

New Years Day	Day after Thanksgiving
Good Friday	Thanksgiving Day
Memorial Day	Christmas Eve Day
Fourth of July	Christmas Day
Labor Day	New Years Eve Day

16. If Superintendent is absent from duty on account of personal illness or disability, she shall be allowed full pay for a total of one hundred (100) days per contract year. Unused paid leave days hereunder shall be cumulative to a maximum of one hundred (100) days for absence due to personal illness or disability of Superintendent.

17. The Superintendent shall be paid travel expenses of \$500.00 per month and shall maintain a mileage log for such travel. Any travel expenses beyond the \$500.00 per month may be considered by the Board for reimbursement. This shall be reviewed on an annual basis.

Superintendent shall be eligible to be reimbursed for travel, meals and lodging in accordance with per diem expense and reimbursement standards and procedures established by the Board. Any expense to be incurred by Superintendent for out-of-district travel shall be submitted in advance for review and approval by the Board. Superintendent shall be required to present an itemized account of her reasonable and necessary expenses in accordance with direction of the Board or its designee.

18. Subject to express approval by the Board, the fees or dues for membership in appropriate professional organizations shall be paid by the Board. Subject to prior approval by the Board, the Superintendent may attend appropriate professional meetings at the local, state and national levels and shall be reimbursed for any registration fees, tuition, travel, lodging and/or reasonable meal expenses for himself/herself in relation thereto not prepaid by the Board.

19. The Board agrees to pay the premium amount for errors and omissions insurance coverage for Superintendent while engaged in the performance of a governmental function and while the Superintendent is acting within the scope of her authority. The policy limits for this coverage shall be not less than \$5,000,000. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of Superintendent. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions coverage. In the event that such insurance coverage cannot be purchased in the above amounts and/or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify Superintendent. In that event, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to Superintendent as is authorized under MCL 691.1408 and MCL 380.11a(3)(d).

20. If the Superintendent resigns with less than ninety (90) days notice for non-medical reasons without mutual consent of the Board, the Board may assess the Superintendent \$10,000 as liquidated damages.

21. This Contract contains the entire agreement and understanding by and between the Board and Superintendent with respect to the employment of Superintendent and no prior or concurrent representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect. All prior contracts or other agreements (written or oral) pertaining to the terms of this contract are cancelled and are superseded by the terms of this contract. Provided, that this contract is voidable pursuant to the provisions of the Revised School Code pertaining to criminal records and criminal history checks.

No amendment to or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board reflected in its minutes, and signed by Superintendent and the President and Secretary of the Board. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provision of this Contract at such time or at any other time.

22. The Board agrees to pay Superintendent Three Hundred Dollars (\$300.00) for each year of service, commencing September 8, 2010, to a maximum of Five Thousand Four Hundred

Dollars (\$5,400.00) upon Superintendent's retirement from the ISD provided that Superintendent is employed with the ISD a minimum of five (5) years and is retiring under the provisions of the Michigan Public School Employees Retirement Act.

23. If the Superintendent gives as least two months' notice of voluntary termination the Superintendent will receive a payment equivalent to 1% of her annual base salary; 2% of her annual base salary for four months' notice and 3% of her annual base salary for six months' notice.

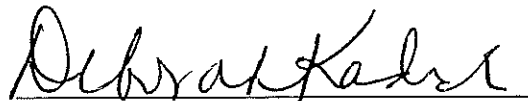
24. If any provision of this Agreement becomes or is declared by a Court of competent jurisdiction to be illegal, unenforceable or void, this Contract shall continue in full force and effect without said provision(s).

25. Superintendent agrees that any claim or suit arising out of Superintendent's employment with the Board must be filed no more than six (6) months after the date of the employment action that is the subject of the claim or suit. Superintendent understands that the statute of limitations for claims arising out of an employment action may be longer than six (6) months, but agrees to be bound by the six (6) month period of limitation set forth herein and waives any statute of limitations to the contrary. Should a court of competent jurisdiction determine that this provision allows an unreasonably short period of time to commence a law suit, it is the intent of the parties that the court enforce this provision to the extent possible and declare the law suit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.

26. This Agreement is executed on behalf of the Bay-Arenac Intermediate School District pursuant to the authority granted as contained in the resolution of the Board adopted on June 17, 2019, the same being incorporated herein by reference.

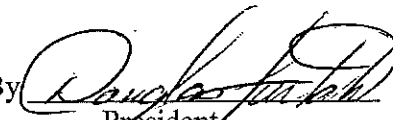
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

Date: July 16, 2019

  
Deborah Kadish, Superintendent

Bay-Arenac Intermediate School District  
Board of Education

Date: July 15, 2019

By   
President