

**TECUMSEH PUBLIC SCHOOL DISTRICT
CONTRACT OF EMPLOYMENT - SUPERINTENDENT**

Pursuant to Section 1229(1) of the Revised School Code and in accordance with the action found in the minutes of the Board of Education (the "Board") of the **Tecumseh Public School District** ("School District") meeting held on **June 27, 2016** the Board employs **Kelly Coffin, Ed.D.** ("Superintendent") for a three (3)-year period beginning **July 1, 2016** and ending on June 30, 2017, according to the terms and conditions of this Contract of Employment as specifically described below. Any extension of this Contract beyond the **June 30, 2019** expiration date requires the express approval of the Board

1. **Duties.** Kelly Coffin shall faithfully and diligently perform the duties of Superintendent as required by law and as prescribed by the Board, as well as those duties that may be further established, modified, or amended from time to time by the Board.

A. The Superintendent acknowledges the ultimate authority of the Board as to her duties and agrees to faithfully perform those duties and to diligently implement the Board's policies and education programs, including but not limited to:

i. Implementation of the School District's Strategic Plan.

ii. Completion of the annual evaluation for each District administrator who directly reports to the Superintendent, and oversight responsibility for the evaluations of the remaining administrators;

iii. Organization of the administrative staff, subject to Board approval;

iv. Oversight of the District's financial management and marketing efforts.

B. Recognizing that positive community relations are an important facet of the Superintendent's duties, the Superintendent shall actively participate in community activities.

2. **Qualifications.** The Superintendent represents that she possesses and shall maintain all certificates, credentials, and qualifications required by law, including Michigan Department of Education Regulations, and those required by the Board to serve in the position assigned.

A. As a condition of her continued employment, the Superintendent also agrees to meet all continuing education requirements for the position assigned, as may be required by law or by the Michigan State Board of Education.

B. If at any time the Superintendent fails to maintain all certificates, credentials, continuing education requirements, or qualifications for the assigned administrative position, this Contract shall automatically terminate and the Board shall have no further contractual obligations.

3. **Performance.** The Superintendent agrees to devote her talents, skills, efforts, and abilities toward competently and proficiently performing all duties and responsibilities of the position assigned, including compliance with the directives of the Board to carry out its policies and educational programs.

A. The Superintendent pledges to use her best efforts to maintain and improve the quality of School District operations and to constantly promote efficiency in all areas of her responsibility.

B. The Superintendent further agrees to comply with and fulfill all responsibilities and tasks for which she is responsible as required by state and federal law, as well as by the Board through its policies, regulations, and directives.

4. **Performance Evaluation.** The Superintendent's performance shall be evaluated by the Board, at least annually. This evaluation process shall comply with Section 1249 of the Revised School Code, using multiple rating categories that take into account student growth data as a significant factor. See MCL 380.1249.

5. **Compensation.** The Superintendent shall be paid at an annual (12-month) salary rate of One Hundred Forty-One Thousand Nine Hundred and Sixty Dollars (\$141,960.00) in consideration of her performance of the duties and responsibilities of the position Superintendent of Schools in conformance with the requirements and expectations of the Board.

A. The annual salary shall be paid in bi-weekly installments, beginning with the commencement of the contract year (July 1-June 30) and consistent with the normal District payroll cycles unless otherwise agreed in writing by the parties.

B. The Board retains the right to review and adjust the Superintendent's annual salary, but such adjustment shall not reduce the annual salary below the initial amount specified for the 2013-2014 Contract year.

C. Any adjustment in salary made during the term of this Contract shall be in the form of a written amendment and, when executed by the Superintendent and the Board, shall become a part of this Contract.

D. Consistent with Section 1250 of the Revised School Code, the Superintendent's job performance and job accomplishment as reflected in her annual evaluation will be significant factors in determining any adjustment to the Superintendent's compensation. See MCL 380.1250.

E. The Superintendent, in her discretion, may designate any amount of her salary to be paid to an annuity of her choice. It is expressly recognized that any such annuity is inclusive of the Superintendent's salary and not an additional obligation of the District.

6. **Assignment and Transfer.** The Superintendent is subject to assignment and transfer to another position of administrative employment in the School District at the Board's discretion. If the Board assigns or transfers the Superintendent to another administrative position in the School District, the salary paid shall be that of the Superintendent's position.

7. **Reimbursed Expenses.** The School District shall reimburse the Superintendent for the actual and reasonable expenses resulting from the performance of her duties as Superintendent outside of the School District boundaries, including approved travel, meals, and lodging in accordance with the District's per diem expense and reimbursement policy and procedures.

8. **Professional Growth.** The Superintendent may attend appropriate professional meetings, conferences, or workshops, as well as training related to professional advancement and certification at the local and state levels. As approved by the Board, the Superintendent may attend one (1) professional conference at the nation level. The School District shall pay the Superintendent's actual and reasonable expenses related to said attendance including registration fees, tuition, travel, lodging, and meal expenses for herself.

9. **Professional Dues.** The District shall pay the Superintendent's association dues for membership in the American Association of School Administrators (AASA), the Michigan Association of School Administrators (MASA), and the MASA region in which the School District is located. The School District may pay the membership dues for other organizations as approved by the Board.

10. **Residency.** The Superintendent shall establish and maintain her actual residence and legal domicile within twenty (20) miles of the boundaries of the Tecumseh Public School District not later than ninety (90) days after her execution of this Contract and shall continue to comply with this requirement for the duration of this Contract.

11. **Medical Benefit Plans.** Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder, or third-party administrator, the Board shall make premium payments on behalf of the Superintendent and her eligible dependents for the following group medical benefit plans for the same policy or coverage as provided to other District administrators, subject to possible modification as stated in ¶ 13 below.

- A. Health and hospitalization insurance.
- B. Dental insurance.
- C. Vision insurance.

The Board shall pay no more than the statutory hard cap in Section 3 of the Publically Funded Health Insurance Contribution Act, MCL 15.563 (hard cap on health benefit only).

12. **Non-Medical Insurance Programs.** Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder, or third-party administrator, the Board shall make premium payments on behalf of the Superintendent and her eligible dependents for the non-medical insurance programs, subject to possible modification as stated in ¶ 13 below.

- A. Term life insurance in the amount of Two Hundred Thousand Dollars (\$200,000) if the Superintendent is insurable at the standard rate provided by the carrier through which other District administrators receive term life insurance provided by the Board.
- B. Long-term disability (“LTD”) insurance plan with the following provisions:
 - (i) After the Superintendent has been totally disabled for a continuous period of thirty (30) days or expiration of her sick leave benefits as set forth in this Contract (whichever comes later), the LTD insurance plan pays a monthly benefit of 66.67% of the Superintendent’s basic monthly earnings.
 - (ii) The LTD insurance plan’s monthly benefit shall be reduced by the amount of benefits received by the Superintendent through Worker’s Compensation, Social Security, or the Michigan Public School Employees’ Retirement System.

13. **Insurance Contracts.** The Board reserves the right to change the identity of the insurance carrier, policyholder, or third-party administrator for any of the coverages for the plans and programs identified in ¶¶ 11-12, provided that comparable coverage (as determined by the Board) is maintained during the term of this Contract.

A. The Board shall not be required to remit premiums for any insurance coverage for the Superintendent and her eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder, or third-party administrator.

B. The terms of any contract or policy issued by any insurance company or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters.

C. The Superintendent is responsible for ensuring the completion of all forms and documents needed to receive the above-described insurance coverage.

D. 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.

14. **Liability Insurance.** The Board agrees to pay the premium amount for liability insurance coverage for the Superintendent as an insured for acts and omissions that occur while the School District is engaged in the performance of a governmental function and the Superintendent is acting within the scope of her authority.

A. The terms of the errors and omissions insurance policy shall control the Superintendent's defense and indemnity. The Board's sole obligation shall be limited to the payment of premium amounts for the above errors and omissions coverage.

B. If such insurance coverage cannot be purchased in the above amounts or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall notify the Superintendent. In that event, the Board agrees on a case-by-case basis to consider providing legal defense or indemnification to the Superintendent as authorized under MCL 691.1408 and MCL 380.11a(3)(d).

15. Personal Time Off Days. The Superintendent is employed on the basis of fifty-two (52) weeks of work per contract year (July 1-June 30), as scheduled by the Board. The Superintendent shall be granted thirty (30) personal time off ("PTO") days per contract year, in addition to the holidays recognized by the School District and identified in ¶ 16 below.

A. The Superintendent shall schedule use of PTO days in a manner to minimize interference with the District's business and orderly operation. The Superintendent shall inform the Board President before using three (3) consecutive PTO days or when the Superintendent anticipates being absent from a Board of Education meeting.

B. PTO days shall be granted at the beginning of each Contract year and must be used within the Contract year for which they are made available.

C. Unused PTO days shall not accumulate for continued use from year to year, except through September 1st of the immediately succeeding Contract year. As provided in subparagraph D., however, unused PTO days do accumulate for purposes of the per-diem pay-out.

D. Upon severance of employment with the District (except for termination under ¶ 22), the Superintendent shall be paid on a per-diem basis for all unused PTO days up to a maximum of sixty (60) days. The per-diem calculation shall be based on the Superintendent's salary at the time for which the unused PTO days were earned.

16. Holidays. Consistent with the School District's calendar, the Superintendent is entitled to the following holidays for which no service to the School District is required: Labor Day, Thanksgiving and the day after Thanksgiving, Christmas Eve Day and Christmas (or the two days surrounding December 24 and 25 if they fall on a non-work day), New Year's Eve Day, New Year's Day (or the two days surrounding December 31 and January 1 if they fall on a non-work day), Memorial Day, Independence Day. The Superintendent is otherwise expected to work during the School District's Winter, Spring, and Summer Breaks, unless the Superintendent uses PTO days for those absences.

17. Bereavement. The Superintendent shall be entitled to leave up to five (5) days with no loss of pay for a death in the immediate family of the Superintendent or the Superintendent's spouse. Immediate family shall mean spouse, parent, child or step-child, ward, sibling, grandparent, grandchild, parent-in-law, or any other person whom has clearly stood in the same relationship with the Superintendent.

18. **Disability.** In the event of the Superintendent's mental or physical incapacity to perform the duties of her office, she shall be granted an initial leave of ninety (90) work days for purpose of recovery. The Superintendent shall first exhaust any accumulated PTO days, with the balance of the ninety (90) work-day period to be unpaid. Health plan premium payments shall be made on the Superintendent's behalf during this interval to the extent required by law. Upon using leave under this provision, the Superintendent shall furnish medical certification to the Board (or its designee) as to the necessity for the leave.

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

B. The Superintendent may request a ninety (90) work-day unpaid leave extension in the event of her physical 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 the Superintendent will be able to resume her duties at the end of the extended leave interval. Medical certification shall be supplied by the Superintendent as a condition to any leave extension. Any extensions of leave for this purpose shall be at the Board's discretion.

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

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

19. **Medical Examination.** The Superintendent shall submit to such medical examinations (including drug or alcohol tests), supply such information, and execute such documents as may be required by any underwriter, policyholder, or third-party administrator providing insurance programs specified under this Contract, or as may be directed by the Board as described below.

A. The Superintendent shall have an annual comprehensive medical examination by a physician of her choice. The Superintendent shall provide the Board President with a letter from the physician certifying that the Administrator is physically and mentally fit to perform her essential job duties. This letter of certification shall be placed in the Superintendent's personnel file and shall be treated as confidential information. Expenses for this medical examination not covered by insurance shall be reimbursed by the School District.

B. Upon the Board's request, the Superintendent shall authorize the release of medical information necessary to determine if the Superintendent is able to perform the essential job functions required by her assignment, with or without reasonable job accommodation(s). Any physical or psychological examination or disclosure of such information required of the Superintendent by the Board shall be job-related and consistent with business necessity.

C. Any medical or psychological examination under this section shall be at Board expense and, except for the annual medical examination under sub-paragraph A., shall be conducted by appropriate medical personnel of the Board's choice.

20. **No Tenure in Position.** The Superintendent agrees that she shall not be deemed to be granted 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 teacher certification with the District.

21. **Non-renewal.** The Board, in its sole discretion, may act to non-renew this Contract beyond its stated expiration date. Any action taken by the Board to non-renew this Contract shall comply with Section 1229 of the Revised School Code. The Board's decision not to non-renew the Superintendent's employment for any subsequent period in any capacity (other than as a classroom teacher as may be required by the Michigan Teachers' Tenure Act) shall not be deemed a breach of this Contract or a discharge or demotion under the Michigan Teachers' Tenure Act.

22. **Termination.** The Board is entitled to terminate the Superintendent's employment at any time during the term of this Contract when it determines that the Superintendent has engaged in any act of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, failing to serve as a positive role model for students and staff, or if the Superintendent materially breaches the terms and conditions of this Contract, or for any other reason that is not arbitrary or capricious.

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

B. If the Board undertakes to dismiss the 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. Unless waived by the Superintendent, the hearing shall be conducted by the Board no sooner than ten (10) calendars from receipt of the written charges. The Superintendent may have legal counsel at the hearing at her own expense.

C. If the Board terminates the Superintendent's employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further contractual obligation to the Superintendent.

23. **Arbitration.** In the event of any dispute between the parties relating to the Superintendent's discharge arises during the term of this Contract, the parties agree to submit such dispute to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association. Arbitration under this provision shall be conducted pursuant to the terms of the Michigan Arbitration Act, MCL 600.5001 et seq. and MCR 3.602.

A. The parties intend that this process of dispute resolution shall be inclusive of all Contract and statutory claims advanced by the Superintendent arising from her discharge during the term of this Contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. However, this agreement to arbitrate does not restrict the Superintendent from filing a claim or charge with any state or federal agency (such as the Equal Employment Opportunity Commission or the Michigan Department of Civil Rights), and does not apply to any claims for unemployment compensation or worker's compensation which may be brought by the Superintendent. Instead, this agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings.

B. This agreement to arbitrate means that the Superintendent is waiving her right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, the Superintendent shall have the right to representation by counsel of her choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery, and the right to a fair hearing. However, the Superintendent, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.

C. The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and the Superintendent.

D. Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within ten (10) days of the effective date of the Superintendent's discharge.

E. The arbitrator shall have no authority to modify, alter, add to, or subtract from the terms of this Contract.

F. The arbitrator's Decision and Award shall be final and binding and judgment thereon may be entered in the Lenawee County Circuit Court, pursuant to MCL 600.5001.

24. **Entire Agreement.** This Contract contains the entire agreement and understanding between the Board and the Superintendent about the Superintendent's employment. Prior or concurrent representations, promises, contracts, or understandings (written or oral) not contained in this Contract have no effect.

A. Any prior agreement (written or oral) pertaining to the terms of this Contract is canceled and superceded by this Contract. Provided, however, that this Contract is voidable under the Revised School Code's provisions pertaining to criminal history and records checks.

B. No change or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board as reflected in its minutes, and signed by the Superintendent and the President and Secretary of the Board.

C. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provisions of this Contract at such time or at any other time.

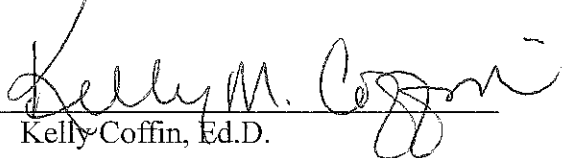
25. **Voidability.** If any provision of this Contract becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Contract shall continue in full force and effect without said provision(s).

26. **Authorization.** This Contract is executed on behalf of the School District pursuant to the authority contained in the Board resolution adopted on June 27, 2016, the same being incorporated herein by reference.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on the dates indicated below.

SUPERINTENDENT

Date: June 27, 2016



Kelly Coffin, Ed.D.

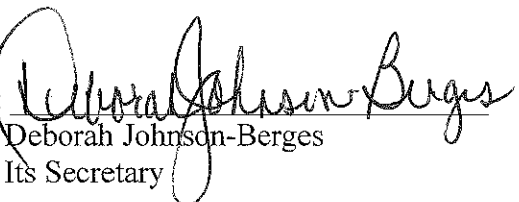
**TECUMSEH PUBLIC SCHOOLS
BOARD OF EDUCATION**

Date: June 27, 2016

By: 

Kimberly Amstutz-Wild
Its President

Date: June 27, 2016

By: 

Deborah Johnson-Berges
Its Secretary