

GRAND HAVEN AREA PUBLIC SCHOOLS

Administrative Staff (Cabinet Level) Contract - Superintendent

THIS AGREEMENT, between the GRAND HAVEN AREA PUBLIC SCHOOLS BOARD OF EDUCATION (the "Board") and KEITH P. KONARSKA (the "Administrator") is made with respect to the following provisions:

1. Contract Term: This Agreement covers Administrator's employment during the following period: July 1, 2011 through June 30, 2014.

In addition, this Agreement shall be subject to renewal or extension on an annual basis in accordance with the following terms and conditions:

- (a) If, but only if, during any given contract year: (i) the Administrator provides each member of the Board with written notice of the full Contract Term provisions of Paragraph 1 of this Agreement during the month of January in said contract year, and (ii) the Board fails to act (on or before April 1 of said contract year) to prevent or avoid the renewal or extension of this Agreement, then and in such event this Agreement shall be renewed or extended for a new three (3) year term as of the next succeeding July 1st.
- (b) If this Agreement is renewed or extended pursuant to subparagraph (a) above, the Salary and Tax-Deferred Annuity payable to the Administrator for any year commencing after June 30, 2012 shall be not less than the 2011-2012 Salary and Tax-Deferred Annuity prescribed in Paragraph 5(a) and 5(b) below, respectively, unless the parties otherwise agree in writing.

2. Assignment and Qualifications: The Administrator shall be initially assigned to the administrative staff (cabinet level) position of Superintendent. The Administrator represents that he holds all certification and qualifications required by law or policy for said assignment. This Agreement shall terminate if any such certification or qualifications are allowed to lapse or expire or if they are suspended or revoked by proper authority. The Administrator is subject to assignment and/or transfer at the discretion of the Board or its authorized administrators.

3. Non-Tenure: The Administrator shall not gain tenure in any administrative position or capacity.

4. Employment Duties: The Administrator shall perform all duties and responsibilities required by The Revised School Code (as amended) and/or by any other applicable law, rule or regulation. The Administrator shall comply with all applicable rules, regulations, policies and directives of the Board (whether issued by the Board or by its authorized administrators); and shall perform all other duties and responsibilities of his assignment(s).

5. Compensation: For services performed pursuant to this Agreement, the Board shall compensate the Administrator in the amounts and in the manner prescribed below:

- (a) Salary: As compensation for services performed pursuant to this Agreement, the Board shall pay Administrator a base annual salary of: \$129,696 (for the period 7/1/11 – 6/30/12). Said salary shall be payable in regular installments of: Twenty-Six (26) per year.
 - (b) Tax-Deferred Annuity: As further compensation for services performed pursuant to this Agreement, the Board shall, during each year of this Agreement (i.e. July 1 through June 30), pay directly into a tax-deferred annuity (of Administrator's choosing) on Administrator's behalf and for Administrator's benefit the following: \$23,345 (for the period 7/1/11 – 6/30/12).
 - (c) Longevity Supplement: As further compensation for services performed pursuant to this Agreement, the Board shall pay the Administrator, during each year of this Agreement (i.e. July 1 through June 30), a longevity supplement equal in amount to: 3% of Administrator's base annual salary times Administrator's years of service to the Board (i.e. \$46,692 in 2011-12 based on 12 years of service).
6. Other Benefits or Provisions: In addition to the foregoing, the Administrator shall receive and/or be subject to the following:

- (a) Retirement Contribution: The Board shall, on behalf of the Administrator, contribute to the Michigan Public School Employees' Retirement System (MPERS), pursuant to the Public School Employees' Retirement Act, such amounts (exclusive of MIP contributions) as are required of it by law.
- (b) Sick Leave: Effective July 1, 2000, the Administrator no longer received an annual allotment of paid sick leave days. Nevertheless, any earned but unused paid sick leave days having been accumulated by the Administrator prior to July 1, 2000 were banked and are available for use (to the extent they remain unused) to continue the Administrator's salary in the event of his inability to work due to illness, injury or disability. If the Administrator suffers a disability which (based on competent medical evidence and verification) is expected to qualify for group long-term disability ("LTD") insurance benefits, and if the Administrator has insufficient paid sick leave banked to satisfy the applicable LTD eligibility waiting or elimination period, then and in such event the Administrator's salary shall nevertheless be continued until the Administrator becomes eligible for LTD benefits; provided, however, that the Administrator's salary shall not be continued for a period longer than ninety (90) calendar days after exhaustion of his banked sick leave accumulation; and provided further that the Administrator's use of banked sick leave shall (regardless of any remaining accumulation) cease at such time as he otherwise becomes eligible for LTD benefits.

Upon retirement qualifying for full retirement benefits under MPERS, the Administrator shall be paid (at Administrator's per diem rate) for one-half (1/2) of Administrator's then remaining unused sick leave bank (if any).

- (c) Personal Days: The Administrator shall be allowed sixteen (16) paid personal days per year (July 1 through June 30) to be taken at times which do not interfere with the

Administrator's duties. These days shall not accumulate or carry over from year to year.

(d) Group Insurance: The Administrator shall be allowed to participate in the following group insurance programs provided and paid for by the Board with respect to its administrative staff (cabinet level) employees:

(i) Health, Dental and Vision Insurance: Including eligible dependents and post-retirement dental and vision benefits to age 65 (or other eligibility for full Social Security benefits). If the Administrator is eligible to participate in the health insurance program but elects not to participate in that program pursuant to the District's Section 125 Plan, the Administrator shall then receive a cash payment in lieu of health insurance. The cash payment shall be in an amount equal to the health insurance single subscriber premium.

(ii) Long-Term Disability Insurance: With a ninety (90) day waiting or elimination period and a 70% benefit level.

(iii) Term Life Insurance: In the amount of \$250,000.

The Administrator's eligibility for and receipt of benefits shall be subject to such terms and conditions as the Board and/or the insurance program/carrier may prescribe.

(e) Terminal Pay: Upon the Administrator's retirement pursuant to the MPSERS, the Board shall pay to the Administrator an amount equal to \$350 for each year of service to the Board.

(f) Retirement Supplement: After ten (10) or more years of service to the Board, and upon retirement qualifying for full retirement benefits under the MPSERS, the Administrator shall receive a supplemental retirement payment of \$3,000 per year until the retiree becomes eligible for full Social Security benefits. Upon retirement (as herein provided), the Administrator may elect to receive an annual payment of \$700 per year in lieu of receiving Board paid post-retirement dental and vision insurance pursuant to Paragraph 6(d)(i) above.

(g) Paid Vacations: The Administrator shall be entitled to five weeks (i.e. 25 working days) paid vacation time per year (July 1 through June 30). In recognition of years of service to the Board as a cabinet level administrator, the Administrator will be granted additional paid vacation time as follows:

- One (1) additional day after 10 years as a cabinet level administrator.
- Two (2) additional days after 15 years as a cabinet level administrator.
- Three (3) additional days after 20 years as a cabinet level administrator.

District-wide break or vacation days and holidays not listed below will be charged against the Administrator's vacation allowance.

To the extent permitted by the District's Section 125 Plan, up to but not exceeding (unless approved by the Board President in writing) eight (8) paid vacation days per year (i.e. July 1 through June 30) may be taken in the form of extra pay (in lieu of taking paid time off). As a condition of receiving this benefit, however, the Administrator must make an irrevocable written election to "cash out" such paid vacation days (in lieu of taking the paid time off), and such election must be made in the school year preceding the school year during which the paid vacation time will be earned and "cashed out." In the alternative, earned but unused paid vacation time may be accumulated and carried over from one year to the next (i.e. July 1 through June 30) up to (but not exceeding) an aggregate total of five weeks (i.e. 25 working days); and, upon the Administrator's separation from employment, up to but not exceeding seven weeks (i.e. 35 working days) of earned but unused paid vacation time will be paid to the Administrator. Notwithstanding the foregoing limitation on vacation carryover, if the Administrator is unable (due to work constraints imposed by the Board) to use his entire vacation allotment during a given year (i.e. July 1 through June 30), then and in such event the Administrator may (with the Board's prior approval) carry over up to (but not exceeding) an additional twenty (20) working days for a period not exceeding one (1) year - i.e. any additional vacation carryover permitted pursuant to this sentence must be used by the following June 30th.

If the Administrator has earned paid vacation time which: (i) has not been used, (ii) will not be "cashed out" (in the manner prescribed above), (iii) cannot be carried over to the next year, and (iv) will otherwise be lost, then and in such event such earned but unused paid vacation time will instead be added to the Administrator's paid sick leave bank.

- (h) Paid Holidays: The Administrator shall receive the following duty free paid holidays: Independence Day, Labor Day, Thanksgiving, Day After Thanksgiving, Christmas (together with the day before or after Christmas), New Year's (together with the day before or after New Year's), Memorial Day, and a Floating Holiday.
- (i) Professional Organizations: The Board shall pay the Administrator's dues, up to but not exceeding \$450 per year, for the Administrator's participation in job-related professional organizations designated by the Administrator. The organizations designated by the Administrator shall be subject to approval or disapproval by the Superintendent (in the case of cabinet level administrators other than the Superintendent) or by the Board (in the case of the Superintendent). If the Administrator's position reasonably requires membership in professional organizations whose aggregate dues exceed \$450 per year, any such excess shall only be paid by the Board if it is approved in advance by the Superintendent (for other cabinet level administrators) or by the Board (for the Superintendent).
- (j) Mileage: When required to use his privately-owned vehicle for school purposes, the Board shall reimburse the Administrator at the rate determined by the Board, but not

less than the maximum rate (per mile) allowed (without taxation) by the Internal Revenue Service. Such reimbursement shall be made upon receipt of such documentation as the Board may reasonably require.

- (k) Other: Other benefits and/or provisions (if any) shall be as prescribed in the attached Addendum (if any).

7. Renewal, Non-Renewal and Termination: This Agreement shall be subject to renewal and/or non-renewal in accordance with the terms and conditions prescribed in The Revised School Code (as amended). In addition, because the Administrator is expressly prohibited from engaging in any conduct involving moral turpitude, the Board may void this Agreement in the event of such conduct. Furthermore, this Agreement shall be subject to termination at any time for just and reasonable cause.

8. Miscellaneous: This Agreement represents the entire agreement between the parties and supersedes any and all previous understandings or agreements (whether oral or written) between them. The Administrator may not rely upon any employment-related representation (whether made before or after the date of this Agreement) unless such representation is expressly set forth in this Agreement or an authorized written amendment to this Agreement. The headings or captions used in this Agreement are for purposes of convenience only and shall not be construed to alter, modify or be a part of the Agreement's terms. The various provisions of this Agreement shall be deemed to be severable, so that if any provision is lawfully determined to be invalid or unenforceable, such determination shall not affect the validity and enforceability of the Agreement's remaining provisions.

IN WITNESS THEREOF, the Administrator
has executed this Agreement this
10th day of October, 2011.

Administrator:

[Signature]
(Signature)

16075 Dana Lane
(Address)

Grand Haven, MI 49417
(City, State, Zip)

616-846-9683
(Telephone Number)

IN WITNESS THEREOF, the Board
has executed this Agreement this
11th day of October, 2011.

Board: GRAND HAVEN AREA PUBLIC
SCHOOLS BOARD OF EDUCATION

[Signature], President
(Signature)

[Signature], Secretary
(Signature)

Addendum (to Superintendent's Contract):

- A. Service Club. The Board shall, on the Superintendent's behalf, pay the dues and other costs associated with the Superintendent's membership in a local service club (e.g. Rotary).
- B. Residence. The Superintendent shall, throughout his employment, reside in the District.
- C. Evaluation. The Board shall, at least annually, review with the Superintendent his performance as superintendent of schools, including (without limitation) his progress in meeting desired goals or objectives and his working relationships with the Board, the staff and the community.