

SUPERINTENDENT'S CONTRACT

THIS AGREEMENT made and entered this 1st day of July, 2019 by and between the **SAGINAW INTERMEDIATE SCHOOL DISTRICT**, (hereinafter the Board), Saginaw, Michigan, and **KATHY STEWART** (hereinafter the Superintendent).

1. The Board agrees to employ **KATHY STEWART** as its Superintendent for the term of four years, beginning **July 1, 2018**, and ending **June 30, 2023**. This contract may be terminated at any time by mutual consent of both parties. The Board shall review this contract with the Superintendent annually, and shall, on or before March 31 of each ensuing year, take official action determining whether or not it is extended for an additional year and notify the Superintendent of its action in writing. If no action is taken by the Board, the contract shall be deemed to have been renewed for an additional year. For the purposes of this section, the contract year shall be July 1 through June 30. Evaluation of the performance of the Superintendent shall be on at least an annual basis prior to March 31 each year. The Board shall evaluate the Superintendent using the criteria and an evaluation process mutually agreed to by the Board and the Superintendent. In the event any part of the evaluation is negative, the charges must be in writing. The Superintendent shall have the opportunity to reply to such charges in writing. Further, the opportunity to answer such charges in an Executive Session of the Board of Education shall be granted.

2. The Superintendent hereby accepts said employment for said term and represents to the Board that she is qualified under the laws of the State of Michigan to act as Superintendent of Schools. The Superintendent agrees to conform to all provisions of law relative to the qualifications of a Superintendent of Schools and to perform all the duties thereof for the Board as required by law during the life of this Agreement. The Superintendent further agrees to perform such professional and managerial duties for the Board as may be requested by the Board. The Superintendent agrees to devote her full time and efforts to her duties as Superintendent of Schools, except for such vacation periods as may be granted to her by the Board and also agrees to accept no other employment during the life of this Agreement. She may, however, become involved in

teaching or consulting as long as such activities do not conflict with her responsibilities as Superintendent.

3. The Board agrees to pay the Superintendent for her services as Superintendent of Schools for the period July 1, 2019 through June 30, 2020, at a base annual rate of \$162,357.00.

The Board hereby retains the right to adjust the annual salary of the Superintendent during the term of this contract. Said salary adjustment shall not reduce the annual salary below the figure stated above unless such decrease is part of a uniform plan affecting salaries of all administrative employees of the school district. In the event the Superintendent becomes disabled, her full salary will be continued for ninety (90) workdays or until the exhaustion of accumulated sick leave, whichever is greater. At that time, she shall be eligible for the established Long Term Disability Plan.

4. It is further agreed between the parties hereto that the Superintendent shall be entitled to twenty (20) vacation days, six (6) personal days, fifteen (15) sick days and ten (10) paid holidays per year. It is further agreed upon for these listed benefits, the same provisions as outlined in the current Saginaw Intermediate School District Administrator's Handbook will apply.

5. Medical and prescription drug coverage for the Superintendent and her dependents will be provided by the District. The terms and conditions of such coverage shall be determined by the District.

6. Dental and vision coverage for the Superintendent and her dependents will be provided by the District. The terms and conditions of such coverage shall be determined by the District.

7. The Board agrees to provide term life insurance in the amount of two times the Superintendent's annual base rate.

8. The Board agrees to an annual contribution to a Tax Sheltered Annuity, identified by the superintendent, in the amount of \$7,300.

9. This contract and/or the performance of services thereunder does not confer tenure upon the Superintendent in an administrative capacity.

10. The Board hereby agrees to provide, insure, and maintain, an automobile for the use of the Superintendent.

11. The Superintendent does hereby agree to have a comprehensive medical examination each year of this contract and cost of said medical examination will be paid by the Board.

12. The Board agrees to pay the Superintendent's professional association, Chamber of Commerce, and local service club dues.

13. The Superintendent is prohibited from engaging in conduct involving moral turpitude. The Saginaw Intermediate School District Board of Education may void the contract of any school administrator who violates the provisions of this section.

14. The Superintendent shall attend appropriate professional meetings and workshops and she may participate in professional activities at the local and state levels. The Superintendent may attend state and national meetings, which shall include those state meetings that the Superintendent deems appropriate and a minimum of one national conference each year. The Superintendent shall be reimbursed for her expenses therewith and for any other expenses out-of-pocket incurred on behalf of the Board.

14. COVENANT NOT TO COMPETE:

Section A: The Superintendent agrees that for a period of one (1) year commencing from the date of termination of her employment with Saginaw Intermediate School District, the Superintendent will not, within the County of Saginaw, the region served by the East Central Michigan Education Consortium or the region served by REMC's 3, 5 & 9, engage in the provision of services that involve the training of professional educators utilizing the specific training concepts, tools, methodologies, and/or knowledge gained through specific training of trainers opportunities provided by Saginaw Intermediate School District. These specific training of trainers opportunities are listed in Section B.

Section B: No specific trainings.

Section C: The Superintendent agrees that in the event of violation of the agreement as noted above, the Superintendent will repay to Saginaw Intermediate School District the total amount of dollars spent for the provision of the aforesaid training including the cost of travel, lodging, meals, materials, registration fees, and tuition costs.

Section D: The Superintendent agrees that for the period of one (1) year commencing from the date of termination of her employment with Saginaw Intermediate

School District, the Superintendent will not, within the County of Saginaw, the region served by the East Central Michigan Education Consortium or the region served by REMC's 3, 5 & 9, engage in the development, revision, repurposing, or marketing of specific educational products developed during her employment with Saginaw Intermediate School District using the resources of Saginaw Intermediate School District. These specific educational products are listed in Section E.

Section E: None to list.

15. The Board agrees, as a further condition of this employment contract, that it shall defend, hold harmless, and indemnify the Superintendent from all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in her individual 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.

16. MODIFICATION OF AGREEMENT:

Upon providing to the Superintendent 14 days written notice, the District reserves the right, in its total discretion, to reopen item 5 of this Agreement for the purpose of modifying or adjusting the Superintendent's health care benefits, levels, coverage, provider, plan, and/or health care contribution shares. All other provisions of this Agreement remain in full force and effect during any reopener period.

IN WITNESS THEREOF the Board has caused its corporate name to be written by the President and Vice-President pursuant to a resolution regularly adopted at a legal meeting of the Board of Education, held the 14th day of August, 2019 and the Superintendent has hereunto subscribed her name the day and year first above written.

SAGINAW INTERMEDIATE SCHOOL BOARD

By: _____
Richard Burmeister, President
Saginaw Intermediate School District
Board of Education

By: _____
Ruth Coppens, Vice-President
Saginaw Intermediate School District
Board of Education

By: _____
Kathy Stewart, Superintendent