

**SUPERINTENDENT'S EMPLOYMENT CONTRACT
BETWEEN
SARAH KETTELHOHN
AND THE
BOARD OF EDUCATION
OF THE
MERRILL COMMUNITY SCHOOL DISTRICT**

This Contract is made and entered into as of the *7th day of May, 2014*, between the Board of Education of the Merrill Community School District, hereinafter referred to as the "Board of Education," and Sarah Kettelhohn as Superintendent, hereinafter referred to as "Administrator."

Whereas, the Board of Education at a meeting held on the *7th day of May, 2014*, approved the employment of the Administrator as Superintendent in accordance with the terms and conditions of this contract; and

Whereas, the Administrator desires to be employed by the Board of Education in accordance with the terms and conditions of this contract;

Now, Therefore, in consideration of the mutual promises contained in this contract, it is agreed between the parties, as follows:

1. **Term.** This contract shall take effect on the *1st day of July, 2014*, and continue in force thereafter through the *30th day of June 2016* subject to extension and termination as provided in Paragraphs 4 and 8.
2. **Duties.** The Administrator shall furnish throughout the life of this contract a valid and appropriate certificate to act as Superintendent in the State of Michigan as directed by the Board of Education and that the Administrator hereby agrees to devote his time, skill, labor and attention to said employment during the term of his contract, provided, however, that the Administrator, by agreement with the Board of Education may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations. The Administrator agrees to perform the duties of Superintendent in a competent and professional manner in compliance with the laws applicable to the school district and the goals, policies, and regulations adopted by the Board of Education.
3. **Evaluation.** Annually, no later than the last day of March of each year during the term of this contract, the Board of Education shall review with the Administrator his or her performance as Superintendent. The Administrator shall remind the Board of Education of this responsibility, in writing, during the month of January.
4. **Extension.** This contract may be extended either by option of the Board or by operation of law, as follows:
 - A. **Board Option.** The Board of Education, no later than the 30th day of April

of each year during the term of this contract, take official action to extend the contract for an additional one year and advise the Superintendent of its action in writing. If no action is taken by the Board before April 30 the Superintendent is hereby on notice pursuant to MCL § 380.1229 that the Board has resolved that this Employment Agreement shall be renewed for an additional one (1) year period commencing July 1, 2016. In exercising this option, the parties shall, prior to June 1 of same year, establish the annual salary to be paid to the Administrator and any other terms that the parties may mutually agree upon. The Superintendent shall advise the Board six(6) months in advance of her intention to terminate her employment within the term of this agreement.

B. Operation of Law. Unless the Board of Education gives written notice of non-renewal of this contract to the Administrator at least 90 days before the contract's termination date, this contract will, without further action, be automatically renewed for an additional one-year period as provided by Public Act 183 of 1979. The Superintendent annually shall advise the Board of Education of this obligation, in writing, during the month of January.

5. **Tenure Exclusion.** It is mutually understood and agreed between the Board of Education and the Administrator that the position of Superintendent is a non-tenure position under the laws of the State of Michigan and particularly the Michigan Teacher Tenure Act and that the Superintendent shall not be deemed to achieve continuing tenure in any such capacity.

6. **Compensation.** The Board of Education shall pay to the Administrator an *annual salary as follows:*

Salaries and benefits for each year of the contract will be agreed upon by both parties each year.

Continue to pay \$400 per month as a car allowance for length of the contract. If cost of gas increases by an average of 20% from the previous year the car allowance will be \$500 per month.

The salary shall be paid in 26 equal installments. The Board of Education retains the right to adjust the salary during the continuation of this contract, but an adjustment shall not reduce the annual salary below the figures specified in this paragraph.

7. **Insurance Benefits.** During the term of this contract, the Administrator shall receive the insurance benefits provided by the school district to full-time, professional administrative staff on the same basis as available to those staff members in accord with the Board of Education policy and subject to the following limitations; first, this paragraph excludes any insurance benefit specifically set forth in this contract; and second, such insurance

benefits are subject to change at any time on the same basis as changed for full-time, professional administrative staff. (Refer to Addendum A).

Other Benefits. The administrator is entitled to the following specific benefits:

Shall not be required to work on days during the student/teacher school year when school is not required to be in session for teachers.

25 days paid vacation per year, of which, a maximum of 10 days may be carried over into the next year.

10 paid holidays per year as follows: New Year's Day, Memorial Day, Good Friday, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Day before Christmas Day, Christmas Day, and Day before New Year's Day

13 sick days per year accumulative to 90 days.

Upon separation of employment from Merrill Community Schools, the Superintendent shall be paid at per diem rate of seventy (70%) percent unused sick days up to 60 days and 100% of unused vacation days.

I. **Leaves of Absence.**

1. Leaves of absence with pay, chargeable to sick leave allowance:
 - a. Maximum of five (5) days per year for critical illness in the immediate family.
 - b. One day for attendance at the funeral service of a relative, other than immediate family, or a close friend.
2. Leaves of absence with pay, not chargeable to sick leave:
 - a. Maximum of five (5) days per year for each death in the immediate family. (Immediate family is described as spouse, children, father, mother and spouse's parents).
 - b. Maximum of two (2) days per year for a death in the non-immediate family.
 - c. Jury duty with pay based on the difference between salary and jury duty fee.
 - d. Court appearances at the request of the Board of Education.
3. The Board in its sole discretion may grant leave of absence without pay. If the Administrator is on a leave of absence without pay, he/she shall not be entitled to fringe benefits.

4. An Administrator eligible under the Family and Medical Leave Act shall be entitled to family and medical leave for up to twelve (12) weeks in accordance with the policies and procedures adopted by the Board.

8. **Termination.**

- A. ***Termination for Just Cause.*** This contract may be terminated by the Board of Education at any time for just cause. Just cause shall include, but shall not be limited to incompetence, failure to comply with any provision of this contract, or personal or professional conduct by the Administrator seriously prejudicial to the interests of the Board of Education. Notice of termination for just cause shall be given by the Board of Education to the Administrator in writing. The Administrator may appear before the Board of Education at its next meeting to dispute whether just cause for termination of this contract exists. By mutual agreement, the Administrator's appearance before the Board of Education may be postponed for up to thirty (30) days. The Board of Education may suspend the Administrator with or without pay, pending termination. The Administrator may be represented by counsel of his own choosing at his own expense. The Board of Education shall consider the presentation of the Administrator and such other evidence as it deems relevant and shall thereafter decide whether there is just cause to terminate the contract.
- B. ***Termination by Disability of the Administrator.*** If the Administrator becomes physically or mentally disabled from performing one or any of his material duties for any period in excess of sixty (60) consecutive calendar days, or is so disabled in excess of ninety (90) calendar days, whether consecutive or not, in any annual contract period, the Board of Education may terminate this contract. If any question arises concerning whether the Administrator is disabled, the Board of Education may require the Administrator to submit to an examination by a physician licensed to practice medicine in Michigan who shall be selected by the Board of Education. Such examination shall be paid for by the Board of Education. The physician will advise the Board of Education whether the Administrator is or is not disabled. If the Administrator disagrees with the determination of that physician, he may submit the opinion of another physician licensed to practice medicine in Michigan, obtained at the Administrator's expense. If this opinion is submitted to the Board of Education within ten (10) days after the Board of Education notifies the Administrator that it has received an opinion that he is disabled, the Board of Education shall consider both medical opinions and such other evidence as it deems relevant, and shall thereafter determine whether the Administrator is or has been disabled. If the Board of Education determines that the Administrator is temporarily disabled, it may require him to take a leave of absence from his duties.
- C. ***Termination by Mutual Agreement.*** This contract may be terminated at any time by mutual agreement of the Board of Education and the Administrator. If written notice of nonrenewal of the contract of a superintendent is not given at least 90 days (April 1st) before the termination of the contract, the contract is renewed for

an additional 1 year period.

D. **Death.** This contract shall terminate if the Administrator dies during the term of the contract or any extension thereof. However, the Administrator's family members covered in the Benefits Section of this contract shall retain right to those benefits that apply to them until other coverage is obtained or a maximum of six (6) months, whichever comes first, from the date of the Administrator's death.

E. If the board or administrator feels at anytime during the contract that the Superintendent position needs to move in a different direction with a different person, the administrator of this contract will be employed in a building administrative position equivalent to her former position. The pay for that building position will be equivalent to the same amount as she left.

10. Special Provisions. The Merrill Community School District agrees to reimburse the Administrator for all his actual and necessary expenses incident to the performance of his job responsibilities according to Michigan Law.

The Administrator shall be reimbursed for all travel and meal expenses related to performing the duties of Superintendent. Reimbursement for these expenses will be based on district policy and the submission of the district expense form.

Whereas the Board supports the continuous professional development of the Superintendent, the Board and Superintendent, jointly, will establish an annual Employee Development Plan which may include national conferences, state conferences and/or other appropriate development activities. The Board will reimburse the superintendent for the tuition of graduate credits, up to six per contract year.

In witness whereof, the parties have duly executed this Superintendent's Employment Contract as of the day and year written in the opening paragraph.

For the Board of Education:

By the Administrator:

President

Secretary

Date

**ADDENDUM A
INSURANCE BENEFITS**

MESSA Major Medical Choices II with XVA2 or Plan B

MESSA Long Term Disability 66 2/3% of the Maximum Eligible Salary

MESSA Life Insurance Life Volume requested \$50,000.00 and Accidental
Death & Dismemberment

MESSA Vision VSP 3

MESSA Dental 80/80/80:1,000.00 Annual Max

Or comparable insurance plan.