

SUPERINTENDENT'S EMPLOYMENT CONTRACT
BETWEEN
DR. KEVIN D. MILLER
AND THE
BOARD OF EDUCATION
OF CROSWELL-LEXINGTON COMMUNITY SCHOOLS

This contract is made and entered into as of the 17th day of April, 2012, between the Board of Education of Croswell-Lexington Community Schools, hereinafter referred to as the "Board of Education;" and Dr. Kevin D. Miller, as Superintendent, hereinafter referred to as the "Administrator."

Whereas, the Board of Education at a meeting held on the 17th day of April, 2012, approved the extension of 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, 2012, and continue in force thereafter through the 30th day of June, 2015, subject to extension and termination as provided in Paragraphs 4 and 7.
2. **Duties.** The Administrator represents that he meets all Michigan requirements and holds all certificates necessary for employment by the Board of Education in this administrative position. 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 policies and regulations adopted by the Board of Education.
3. **Evaluation.** Once each year, an appointed committee of Board members and the Superintendent shall meet for the purpose of reviewing a written evaluation of the performance of the Superintendent, and to express recommendations and observations on how such performance might be improved. The time and date of the meeting shall be agreed to by the parties sufficiently in advance of the meeting to permit adequate preparation for a constructive exchange of views. The written Superintendent performance evaluation shall be completed by the Board by the April board meeting each year.
4. **Tenure Exclusion.** This contract does not confer tenure upon the Administrator in the position of Superintendent or any other administrative position in the district.

5. **Compensation.** For the period commencing July 1, 2012, and ending June 30, 2015, compensation shall include salary of \$124,300. Any salary increase for each year of this contract shall be increased at the same percentage rate as the salaries in the Croswell-Lexington Administrative Association's Master Contract Agreement.

6. **Benefits.**

A. During the term of this contract, the Administrator shall receive the health, dental, vision, and long-term disability insurance benefits generally provided by the school district to full-time, professional administrative staff on the same basis as available to those staff members in accordance with the Board of Education policy. Such benefits are subject to change at any time on the same basis as changed for full-time, professional administrative staff.

B. Life Insurance: The Board of Education shall provide life insurance coverage in the amount of \$150,000.

C. Sick Leave Days: The Administrator shall receive twelve (12) paid sick leave days each contract year for sick and bereavement leave. Sick leave days shall be accumulated from year to year up to a total of 120 days. Unused "normal" sick leave days as of the date of the Administrator's separation from employment shall be paid as severance pay at the same rate and maximum as specified in the Croswell-Lexington Administrative Association's Master Contract Agreement. Only those days normally earned under the terms of this contract shall be payable upon separation from service.

D. Vacation: The Administrator shall receive thirty (30) vacation days each contract year for vacation and personal business. Vacation days shall be non-cumulative. Unused vacation days at the end of any contract year shall be forfeited without compensation.

E. Holidays: The Administrator shall receive the following paid holidays: Fourth of July, Friday before Labor Day (if there is no school for teachers), Labor Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Presidents Day Break (if there is no school for teachers), Good Friday, the Monday after Easter (if there is no school for teachers), and Memorial Day.

7. **Termination; Non-renewal.**

A. The Board of Education shall have the right to terminate this Contract during its term for just cause. Prior to termination for just cause, the Administrator shall receive a notice of the charges and shall be entitled to a hearing set by the Board of Education before the Board of Education at which he may be represented by counsel and shall have the right to present witnesses. In the event the Board of Education terminates the Administrator's contract for cause, the Administrator shall have the right to appeal such decision to an arbitrator to be appointed by the American Arbitration Association according to its rules for voluntary labor arbitration with the arbitration hearing to be conducted in the Board of Education offices or such other location as the parties may agree. The arbitrator's sole authority shall be to determine whether just cause

existed for termination of the Administrator's contract. If the arbitrator determines there was not just cause for termination, the sole remedy which may be awarded to the Administrator will be the pay and benefits due to him from the date of termination to the end of the term of this Agreement. Whether or not the Administrator will be reinstated shall be within the discretion of the Board of Education.

B. The Board of Education may non-renew this Contract in accordance with the provisions of the Michigan School Code.

C. Each year the Superintendent's contract shall be extended for one year from the following July, contingent upon having acceptably met the mutually established performance expectations.

8. Other Provisions.

A. For conducting business in accordance with the position of superintendent, the Administrator shall be reimbursed for mileage to destinations outside of Sanilac, St. Clair, Tuscola, Lapeer, and Huron counties at the IRS rate.

B. This contract is based upon a fifty-two (52) week year.

C. For State and Civic organizations mutually agreed to by the Board of Education and the Administrator, professional dues shall be paid by Croswell-Lexington Community Schools on behalf of the Administrator.

D. The Board of Education agrees to pay actual costs for workshops and conferences up to the amount budgeted each year for such costs.

E. The Board of Education agrees to provide a cellular telephone for use by the Administrator subject to mutually agreed limits on calling area and airtime minutes.

F. This Agreement contains the entire agreement between the parties and no agreements or understandings not contained herein shall be enforceable.

G. This Agreement may only be amended by a written document signed by the parties and authorized by the Board of Education.

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

By: Jeffery A Studaker
Jeffery Studaker, President
Croswell-Lexington Board of Education

John Sprowl
John Sprowl, Vice President,
Croswell – Lexington Board of Education

Linda France
Linda France, Treasurer
Croswell – Lexington Board of Education

Laurie Ebner
Laurie Ebner, Secretary
Croswell – Lexington Board of Education

Katie Gordon
Katie Gordon, Trustee
Croswell – Lexington Board of Education

Jill Prouse
Jill Prouse, Trustee
Croswell – Lexington Board of Education

Lyle Clarkson
Lyle Clarkson, Trustee
Croswell – Lexington Board of Education

By: Kevin Miller
Dr. Kevin Miller, Superintendent
Croswell-Lexington Community Schools

Date: 4/17/12