

CONTRACT OF EMPLOYMENT
Between
William Kerr
And
PECK COMMUNITY SCHOOLS

This Agreement is entered into on the 1st day of July, 2018, by and between William Kerr (hereinafter referred to as "Administrator") and the Peck Community Schools of Sanilac County, Michigan (hereinafter referred to as the "School District").

Whereas, the parties are mutually agreeable to entering into this contract for the employment of William Kerr as Superintendent of Schools and Secondary Principal.

It Is Agreed As Follows:

1. **Length of Contract:** The School District agrees to employ William Kerr as Superintendent/Secondary Principal for a term of three years commencing on the 1st day of July, 2018, and continuing through the 30th day of June 2021. This contract will be extended only by mutual agreement of both parties as permitted under the terms of this agreement.
2. **Work Year:** The work year is fifty-two (52) weeks, July 1 to June 30. The annual salary shall be paid in twenty-six (26) equal installments beginning with the fiscal and contract year of July 1 to June 30. The number of days worked or hours per day will be flexible and determined by said Administrator, and subject to Board approval.
3. **Salary and Merit Compensation:** The School District agrees to pay the Administrator the following salary beginning on July 1, 2018, of Eighty-Five Thousand Dollars (\$85,000.00). The Administrator's salary shall be paid in equal installments.

2019-2020 salary to be 87,000*

2020-2021 salary to be 89,000*

*provided an effective or highly effective evaluation is achieved.

The Board hereby retains the right to increase the annual salary of Administrator during the term of this contract. Consistent with the provisions of the Section 1250 of the Revised School Code, Administrator's job performance and job accomplishments will be significant factors in determining any adjustment to Administrator's compensation. Any increase in salary made during the term of this Contract shall be in the form of a written amendment and when executed by Administrator and the Board, shall become part of this contract.

4. **Fringe Benefits:**
 - The Administrator shall be afforded the emergency and sick leave of absence benefits granted to year round employees established by the Board of Education of the District. Leave time shall be paid at the end of each school year at the rate of \$40.00 per day for those days accumulated over 100. Severance pay shall be paid at \$40.00 per day for all unused

sick leave upon resignation from the District. In the event of death, the amount will be paid to the estate.

- The Administrator shall be allowed twenty-two (22) vacation days each school year. All scheduling of vacation is subject to the approval of the Board. Vacation time shall be paid at the end of each school year at a per diem rate for vacation days accumulated over 100. All unused vacation time will be paid at a per diem rate upon resignation from the District. In the event of death, the amount will be paid to the estate.
 - Administrator shall receive health insurance subject to the requirements of the Publicly Funded Health Insurance Contribution Act, 2011 PA 152, or in lieu of health insurance, receive \$350.00 per month, vision insurance, life insurance in the amount of \$200,000, Delta Dental; negotiated LTD; cancer insurance.
 - The School District shall cover conference fees and professional dues; professional development up to \$2,000 per year. Conferences shall be approved by the Board.
5. **Automobile Expenses:** The Administrator will be reimbursed for mileage at the district rate for school business only. It will be the responsibility of the Administrator to maintain a log of miles traveled and the purposes.
 6. **Holidays:** The Administrator shall not be required to work on the following ten (10) holidays. Fourth of July, Labor Day, Thanksgiving and the Friday following Thanksgiving, Christmas Eve, Christmas Day and New Year's Eve, New Year's Day, Easter Day, Memorial Day.
 7. **Attendance at Board of Education Meetings:** The Administrator, as Superintendent, shall, if physically able, attend all regular meetings and special meetings of the Board of Education, unless excused by the Board President or directed by the Board President not to attend, and submit at such meetings full, accurate and complete reports or records of his administration.
 8. **Administrator's Duties:** The administrator represents that he/she possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the provisions of sections 1246 and 1536 of the revised school code, the regulations of the Michigan Department of Education, and those required by the board of education to serve in the position assigned. The administrator agrees, as a condition of his/her continued employment, to meet all certification and continuing education requirements for the position assigned, as are and may be required by law or by the Michigan Board of Education. If at any time the administrator fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this contract shall automatically terminate and the board shall have no further obligation hereunder.

The Administrator shall faithfully execute the Policies, Procedures and directives of the Board of Education, as they may be amended, from time to time. As

Superintendent he will also act as an advisor to the Board of Education on matters pertaining to the school administration or to the School District, and he will promptly report to the Board of Education all facts and information that would materially affect the business of the School District. He shall fulfill all of the duties and obligations incumbent upon him as the executive head of the School District, or in such other position to which the Administrator may be assigned. The Administrator further warrants, represents and affirms: that he will perform his duties to the satisfaction of the Board of Education and that he will perform his duties in accordance with the law and with such care and skill as is necessary to prevent injury to the property, good will and interests of the School District.

9. **Right to Suspend, Discharge, Promote or Transfer Employees:** The Administrator, as Superintendent, or his designee, shall recommend, in writing, as required by the Board of Education, such teachers or other employees for employment, promotion, transfers or other actions, as may be required, in his opinion, for the efficient operation of the school system. The Administrator, as Superintendent, or his designee, may suspend any employee, with or without pay, whenever such action, in his opinion, is justified and necessary, and in conjunction with and subject to Board Policy and the Michigan Teachers' Tenure Act, and he shall promptly notify the Board of Education of such action. The Administrator, as Superintendent, or his designee, is authorized to accept the resignation of employees of the School District.
10. **Exclusion of Non Classroom Tenure:** It is agreed that Bill Kerr shall not have any right of continuing tenure in any position which is defined as other than a classroom position, under the Michigan Teacher Tenure Act, or any successor statute. Tenure is not obtained in any administrative position.
11. **Reimbursement for Expenses:** Subject to express approval by the Board, the Administrator shall be reimbursed for dues in connection with appropriate professional and local civic and community organizations and shall be reimbursed for reasonable, necessary and receipted expenses incurred in attendance at appropriate educational and professional meetings at the local and state level.
12. **Evaluation:** The evaluation procedure used by the Board will be mutually agreed upon between the Board and the Administrator, including appropriate forms and in accordance with current State law. A written evaluation shall be provided to the Administrator before March 31 each year during term of this contract, at the Board's discretion.

Failure to evaluate the Administrator does not constitute a breach of the contract so long as the Administrator's performance is satisfactory. If there is a breach of this contract, the Board must be notified by the Administrator immediately, but not less than 14 calendar days of the occurrence of the breach. If notice is not provided, there is no requirement for the Board to act.
13. **Extension:** The Board of Education, no later than March 31 of each year during the term of this contract, may extend the contract for an additional one-year period. In exercising this option, the Board of Education also shall establish the annual salary to be paid to the Administrator for the school year included in the extension. All other terms and conditions of this contract shall remain unchanged. The Board of Education in its sole discretion and with or without cause may

decline to extend this contract for an additional year by: (1) voting to not extend the contract or (2) not taking action on extending the contract.

14. **Renewal:** 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.
15. **Early Termination of Contract for Just Cause:** This Contract may terminate prior to the expiration date by mutual agreement of the School District and Administrator. Absent mutual agreement, the Board may terminate the Administrator's employment at any time during the term of this Contract when it determines that the Administrator has engaged in any act of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, or if the Administrator materially breaches the terms and conditions of this Contract, or for any other reason that is not arbitrary or capricious. If the Board undertakes to dismiss the Administrator during the term of this Contract, she shall be entitled to written notice of charges and an opportunity for a hearing before the Board. If this contract is terminated prior to the expiration date, there shall be no further obligation on the part of the Board to provide or any further right of the Administrator to receive, any further compensation and/or benefits of any kind beyond the last day of employment. This contract may also be terminated in the event the Administrator is disabled from performing the essential functions of his position.
16. **Medical Examination.** The Administrator will 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 to determine the Administrator's ability to perform the essential job functions required by his assignment, with or without reasonable job accommodation(s). Upon the Board's request, the Administrator will authorize the release of medical information necessary to determine if the Administrator is able to perform the essential job functions required by his assignment, with or without reasonable job accommodation(s). Any physical or psychological examination or disclosure of such information required of the Administrator by the Board will be job-related and consistent with business necessity. Any medical or psychological examination under this section shall be at Board expense and will be conducted by appropriate medical personnel of the Board's choice. Any information obtained from medical or psychological examinations or inquiries will be confidential. The Administrator may receive the results of Board-ordered tests and examinations upon written request.
17. **Errors and Omissions Insurance.** The Board will pay the premium amount for errors and omissions insurance coverage for the Administrator while engaged in the performance of a governmental function and while the Administrator is acting within the scope of his authority. The policy limits for this coverage will be not less than two million dollars. The terms of the errors and omissions insurance policy will control the Administrator's defense and indemnity. The Board's sole obligation will be limited to the payment of premium amounts for the above errors and omissions coverage. If such insurance coverage cannot be purchased in the above amount or at a reasonable premium rate, the Board will promptly notify Administrator of that fact

and the parties will promptly meet and confer to reach a mutually agreeable solution to address that situation. In that event, the Board will on a case-by-case basis consider providing legal defense or indemnification to the Administrator as authorized under MCL 691.1408 and MCL 380.11a(3)(d).

18. **Severability:** If any provision of this contract is ruled illegal or unenforceable by a court of competent jurisdiction, the remainder of the contract not affected by the ruling shall remain valid and in effect.
19. **Dispute Resolution:** In the event of a dispute between the parties relating to any provision of the Agreement, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this Agreement, the parties hereby agree to submit such to binding arbitration rules of, and administered by, the American Arbitration Association. The parties intend that this process of dispute resolution shall be inclusive of all contract and statutory claims advanced by the Administrator arising from the Administrator's discharge during the term of this Contract. The arbitrator's fee and the expense of the American Arbitration Association shall be shared equally by the parties. All parties are entitled to have representation of their own designation; however, each party shall be responsible for the costs of such respective representation. Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within one hundred eighty (180) days of the effective date of the Administrator's discharge during the term of this contract. The Decision and Award of the arbitrator shall be final and binding and judgment thereon may be entered in the Circuit Court for the 24th Judicial Circuit of Michigan (Sanilac County), pursuant to MCL 600.5001.
20. **Governing Law:** This contract is governed by and shall be interpreted in accord with the law of the State of Michigan.
21. **Amendment of Contract:** This Contract may be amended only in writing and approved by official action of the Board reflected in its minutes, and signed by the Administrator and the Board of Education representatives who have been given express authority by the Board of Education. This provision cannot be waived. This written employment contract contains the entire agreement and understanding between the Board and the Administrator with respect of the employment of the Administrator and no prior or concurrent representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect.