

**Watervliet Public Schools
Superintendent Contract**

THIS CONTRACT, entered into this first day of July, 2012, between the Board of Education, hereinafter called the "Board" and Kevin Schooley, hereinafter called the "Superintendent".

WITNESSETH:

1. DUTIES:

The Superintendent agrees, during the period of this Contract, to faithfully perform his duties and obligations in such capacity for the School District including, but not limited to, those duties required by Section 1229 of the Revised School code, as amended. He will act as an advisor to the Board on matters pertaining to the school administration of the School District, and he will inform the Board as to administrative action taken on its behalf. The Superintendent shall recommended effect, or cause to be effected, the policies and programs of the Board of Education as may be adopted. He will faithfully and diligently fulfill all the duties and obligations incumbent upon him as the executive head of the administrative section of the school system and the School District.

2. TERMS:

The Board agrees to employ Kevin Schooley as Superintendent of its schools for the term of three (3) years from July 1, 2012 to and including June 30, 2015.

3. TERMINATION OF CONTRACT:

The Board shall be entitled to terminate Superintendent's employment at any time during the term of this Contract for acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or just cause if the Superintendent materially breaches the terms and conditions of this Agreement. In the event that the Board undertakes to dismiss Superintendent during this contract, he shall be entitled to written notice of charges and an opportunity for a hearing before the board. In the event of termination of employment during the term of this Agreement, this contract shall automatically terminate and the Board shall have no further obligation hereunder.

This contract may be non-renewed at its conclusion at the discretion of the Board.

4. ARBITRATION:

In the event of any dispute between the parties relating to discharge or nonrenewal of Superintendent during the term of this Contract, the parties hereby agree to submit to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under 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 Superintendent arising from Superintendent's discharge during the term of the Contract including, but not limited to, claims of unlawful discrimination and all claims for damages or other relief. The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and Superintendent. Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within ninety (90) days of the effective date of Superintendent's discharge or nonrenewal.

The parties are entitled to have legal or other representation of their own designation, and each party shall be responsible for its own costs incurred in connection with such representation. The Decision and Award of the arbitrator shall be final and binding and judgment thereon may be entered in the County Circuit Court.

5. EVALUATION

The Board shall evaluate the Superintendent at least annually, using the criteria and an evaluation process set by the Board.

6. TENURE:

The Superintendent shall not be deemed to be granted continuing tenure in the position of Superintendent or any other position.

7. PROFESSIONAL GROWTH:

The Superintendent may attend professional meetings at local and state levels. The Superintendent may attend national meetings, only if granted permission by the Board of Education. The expenses of said attendance shall be paid by the District.

8. PROFESSIONAL DUES:

The District shall pay the Association dues of the Superintendent for the American Association of School Administrators, the Michigan Association of School Administrators, and the MASA Region in which the School District is located as well as other appropriate affiliations as approved.

9. MEDICAL EXAMINATION:

The Superintendent agrees to have a comprehensive medical examination once every other year. A statement certifying to the physical competency of the Superintendent shall be submitted to the President of the Board of Education and shall be treated as confidential information. The cost of said physical examination and report shall be paid by the Board, to the extent not covered by health insurance provided by the Board.

10. COMPENSATION:

The Board agrees to pay the Superintendent for his services during each year of said Contract in twenty-six (26) equal installments. Compensation for the 2012-13 contract year shall be One Hundred Eleven Thousand, Two Hundred Forty (\$111,240). Compensation for the 2013-2014 school year will be determined by the Board in July, 2013, but shall not be less than the 2012-2013 compensation. Compensation for the 2014-2015 school year shall be determined by the Board in July, 2014 but shall not be less than the 2013-2014 compensation.

The Superintendent shall annually receive additional compensation of \$6379.92 to be set aside in a tax sheltered annuity or additional salary. If the Superintendent receives health insurance through the district he shall no longer be eligible for the annuity. The Superintendent shall receive a car allowance of \$5100 per contract year.

11. FRINGE BENEFITS:

The Board of Education shall pay \$1815.96 annually for LTD, vision, dental, and life insurance.

The Board reserves the right to change the identity of the insurance carrier, policy holder or third party administrator for any of the above coverage, provided that comparable coverage as determined by the Board and administration, is maintained during the term of the Agreement. The Board shall not be required to remit premiums for any insurance coverage for Administrator and his eligible dependents if enrolled or coverage is denied by the insurance underwriter, policyholder or third party administrator. The terms of any contract or policy issued by any insurance company or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. The Superintendent is responsible for assuring completion of all forms and documents needed to receive the above described insurance coverage. The Board, by payment of the premium payments required to provide the above described insurance coverage, shall be relieved from all liability with respect to insurance benefits.

12. WORK YEAR:

The Superintendent shall be entitled to four (4) weeks of vacation each year. He shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of the business of the School District.

The Superintendent shall have the option of carrying forward to the following year four weeks of vacation time. Accumulated vacation eligibility, however, shall not exceed four(4) weeks any one (1) year.

If the Superintendent resigns, retires or is discharged during the Contract term, he shall not be eligible for payment of remaining unused vacation days.

13. SICK LEAVE:

The Superintendent shall be granted twelve (12) sick days per year. Sick leave may accumulate to 90 days. In the case of a long term illness, the Board will continue salary up to the accumulated sick leave.

The Board may demand proof of illness upon any use of sick leave. After an extended illness or injury, the Board may request a doctor's clearance to return to work. Unused sick days, upon resignation, discharge or retirement, shall be forfeited.

14. TRANSPORTATION:

If the Superintendent travels 50 or more miles outside the Watervliet School District limits on district related business, he shall be reimbursed at the IRS mileage rates for such mileage.

15. RESIDENCY:

Superintendent shall establish and maintain his family residence within a twenty mile radius of the boundaries of the Watervliet School District unless such condition is a violation of the law.

16. CONTRACT VALIDITY:

This Contract of Employment contains the entire agreement and understanding by and between the Board and Superintendent with respect to employment of Superintendent and no representations, promises, and contacts or understandings, written or oral, not contained herein, shall be of any force or effect. All prior agreements pertaining to, connected with, or arising in any manner out of the employment of the Superintendent by the Board, are hereby terminated and shall hereafter be of no force or effect whatsoever. No change or modification of this Contract of Employment shall be valid or binding unless it is in writing and signed by the Superintendent and the Board. No valid waiver of any provision of this Contract at any time, shall be deemed a waiver of any other provision of this Contract at such time or at any other time.

17. CHANGES IN CONTRACT:

If any provisions of this Agreement become or is declared by a Court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provisions, provided however, that no such severability shall be in effect if it materially changes the economic benefit of the Agreement to any party.

Darrell Day, President
Watervliet Board of Education

Dated:

Kevin Schooley, Superintendent

Dated: