

**Potterville Public Schools
Contract of Employment - Superintendent**

Pursuant to Section 1229(1) of the Revised School Code and in accordance with the action found in the January 3, 2022, meeting minutes of the **Board of Education** ("Board") of the **Potterville Public Schools** ("School District"), the Board employs **Kevin Robydek** ("Superintendent") for a four-year period effective July 1, 2022, and ending on June 30, 2026, according to the terms and conditions of this Contract of Employment as specifically described below.

1. **Duties.** Superintendent shall faithfully and diligently perform the duties of Superintendent as required by law and as prescribed by the Board, as well as those duties that may be further established, modified, or amended from time to time by the Board.

- A. The Superintendent acknowledges the ultimate authority of the Board as to his duties and agrees to faithfully perform those duties and to diligently implement the Board's policies, regulations, rules, directives, and education programs.
- B. The Superintendent is subject to assignment and transfer to another position of administrative employment in the School District at the Board's discretion.

2. **Qualifications.** The Superintendent represents that he possesses and will maintain all certificates, credentials, and qualifications required by law, including, but not limited to, Revised School Code Sections 1246 and 1536, applicable administrative regulations, and those required by the Board to serve in the position assigned, including, but not limited to Board Policy.

- A. As a condition of continued employment, the Superintendent also agrees to meet all certification and continuing education requirements for the position assigned, as may be required by law, including applicable administrative regulations.
- B. If at any time the Superintendent fails to maintain all certificates, credentials, continuing education requirements, or qualifications for the assigned administrative position, this Contract shall automatically terminate, and the Board shall have no further obligation.

3. **Performance.** The Superintendent will devote his talents, skills, efforts, and abilities toward competently and proficiently performing all duties and responsibilities of the position assigned, including compliance with the directives of the Board to carry out its policies and educational programs.

- A. The Superintendent will comply with and fulfill all responsibilities and tasks for which he is responsible as required by state and federal law and regulation, as well as by the Board through its policies, regulations, and directives.
- B. The Superintendent will use his best efforts to maintain and improve the quality of School District operations and to constantly promote efficiency in all areas of his responsibility.
- C. The Superintendent will diligently and competently discharge his duties on behalf of the School District to enhance its operations and will use his best efforts to maintain and improve the quality of the School District's programs and services.
- D. The Superintendent will attend each meeting of the Board, with exceptions noted in Board policy allowing for evaluation and negotiation deliberations pertaining to the Superintendent. The Superintendent agrees to present his recommendations to the Board on any subject under consideration by the Board.

- E. The Superintendent agrees to serve, at the request of the Board President, as a non-voting member of any Committee/Ad Hoc Committee.

4. **Performance Evaluation.** The Superintendent's job performance shall be evaluated by the Board in writing and at least annually and no later than December 31st of each Contract year. The evaluation shall comply with Section 1249 and 1249b of the Revised School Code (or its successor provisions). See MCL 380.1249 and 380.1249b.

- A. The Superintendent shall annually provide a written reminder to the Board of its evaluation obligation at the March regular meeting of the Board.
- B. The Superintendent shall provide written evaluation input, per the Superintendent evaluation tool in use by the Board, during any Board meeting in the month of April.
- C. A written copy of the final evaluation shall be delivered to the Superintendent, and he/she shall have the right to submit a response or rebuttal to the evaluation, if desired, which shall become a permanent attachment to the Superintendent's file.
- D. If the Superintendent receives a final year-end performance evaluation rating of Minimally Effective or Ineffective, the Board may create an improvement plan for the Superintendent that will include specific recommendations for areas of improvement. The improvement plan will include the criteria for determining if the Superintendent has made improvements. The Board will review the Superintendent's progress in the improvement plan at least six months after the implementation of the improvement plan.

5. **Contract Extension.** This Contract may be extended either by Board option or operation of law as follows:

- A. The Board may, no later than the last day of December each year during the term of this Contract, take action to extend the contract for an additional one (1) year period if the Superintendent receives a highly effective or effective rating on their evaluation. If the contract is extended an additional year, all other terms and conditions of this contract will remain unchanged unless an agreement is reached by the Board and the Superintendent to modify any aspect of the agreement the following year.
- B. The Board may decline to extend this Contract for an additional year in its sole discretion and with or without cause.
- C. The Superintendent shall provide the Board with a written reminder regarding contract extension during the October Board meeting.

6. **No Tenure in Position.** In accordance with the Teachers' Tenure Act, the Superintendent is not granted tenure in the position of Superintendent or to any other administrative position in the School District to which he may be assigned, other than that of a classroom teacher, should the probationary period required for tenure as a teacher be fulfilled by virtue of this Contract or any employment assignment requiring certification with the School District.

7. **Compensation.** The Superintendent shall be paid at an annual (12-month period running from July 1 to June 30) base salary rate of not less than One Hundred Twenty-Two Thousand Dollars

(\$122000) for the 2022-2023 school year in consideration of his performance of the duties and responsibilities outlined in this Contract. Off schedule payments or bonuses address below are not added to the Superintendent's annual salary.

- A. **Total Compensation.** The Superintendent's contractual remuneration reflected in Paragraph 7 and its subparts constitutes the total compensation to be paid to the Superintendent for his services, regardless of the hours of service required to perform the job, and no overtime or additional compensation will be paid for such services except as otherwise specifically provided in this Contract.
- B. **Reimbursement.** If the Superintendent receives remuneration under this Contract and leaves the School District's employment, the Superintendent will reimburse the School District for all wages received for which no work was performed.
- C. **Installments.** The Superintendent shall be paid in 24 equal installments.
- D. **Compensation Adjustment.** The Board retains the right to open the contract on an annual basis to adjust the Superintendent's annual salary and other compensation during the term of this Contract. Any such adjustment shall not reduce the annual salary or other compensation below the amounts stated in this Contract unless otherwise mutually agreed by the Superintendent. Any adjustment in salary or other compensation made during the term of this Contract shall be in the form of a written amendment and, when executed by the Superintendent and the Board, shall become a part of this Contract. Unless expressly stated in writing, any such adjustment amendment for salary or other compensation shall not be considered a new Contract or an extension of the Contract's termination date.
- E. **Merit Pay.** Consistent with Section 1250 of the Revised School Code, the Superintendent's job performance and job accomplishment as evaluated pursuant to Paragraph 4 of this Contract will be a significant factor in determining any adjustment to the Superintendent's compensation. See MCL 380.1250.
- If the Superintendent receive a final year-end performance evaluation rating of Highly Effective on his performance evaluation, which will consider his progress towards meeting the established goals and objectives, the Superintendent's annual salary for the next Contract year will increase by three percent (3%).
 - At the end of each Contract year, the Superintendent shall receive a Twenty Five Hundred Dollar (\$2500) performance incentive off schedule payment if he receives a final year-end performance rating of "Effective" or a Thirty Five Hundred Dollar (\$3500) performance incentive payment if he receives a final year-end performance rating of "Highly Effective."
- F. **Longevity Pay.** The Superintendent shall receive an off-schedule longevity payment of one percent (1%) of his annual base salary for every year of service as Superintendent of Potterville Public Schools.
- G. **403(b) Contribution.** The District shall contribute an amount equal to six percent (6%) of the Superintendent's base salary to a qualifying 403(b) investment/retirement plan. If the Superintendent receives a final year-end performance evaluation rating of Effective or Highly Effective during the term of this Contract or any extension under ¶ 5, the District will increase its contribution under this subpart by one percent (1%) to a maximum of twenty percent (20%). The Board, upon the Superintendent's request, shall withhold additional

funds to be contributed to this plan, subject to IRS rules and regulations regarding 403(b) contributions. The Superintendent shall be the sole owner of the 403(b) plan and this fund will be in the Superintendent's possession upon termination of employment.

- H. **Retention Bonus.** As an incentive to remain with the District, the Board shall pay the Superintendent an off-schedule retention bonus of Twenty-Five Thousand Dollars (\$25,000) if the Superintendent is employed by the District on June 30, 2026, and the District fund balance was at or above five percent (5%) on June 30 of each year of this agreement. The retention bonus shall be reduced by five thousand dollars (\$5000) for every year the fund balance is below five percent (5%) at the end of the fiscal year (June 30). This retention bonus shall be paid to the Superintendent within ninety (90) days of the date it is earned and shall be paid in a lump sum payment.
- I. **MPSERS.** The Board and the Superintendent agree that all items listed in Paragraph 7 (Compensation) and its subparts are direct compensation in consideration of the contractual duties performed by the Superintendent as well as additional compensation for extra duties as identified by the Contract. Accordingly, the District will pay all applicable MPSERS costs for that compensation as required by law. If ORS reimburses the District for retirement contributions made from compensation set forth in this Contract, or ORS reimbursements from previous contracts entered into between Potterville Public Schools and the Superintendent, the ORS reimbursement will be paid directly to the Superintendent through his 403(b)/401(a) plan with no cash option given.
8. **Reimbursed Expenses.** Consistent with Board Policy, the School District shall reimburse the Superintendent for all reasonable expenses resulting from the performance of his duties as Superintendent, including travel, meals, and lodging in accordance with the School District's per diem expense and reimbursement procedures.
9. **Professional Dues.** The School District shall pay the Superintendent's association dues for membership in the American Association of School Administrators (AASA), the Michigan Association of School Administrators (MASA), and the MASA region in which the School District is located. Subject to prior approval by the Board of Education or its designee the School District will pay the Superintendent's costs of memberships in other appropriate professional organizations.
10. **Professional Development.** The School District shall pay for the Superintendent to attend MASA professional meetings at local and state levels, the expenses of which shall be paid pursuant to Board policy for related registration fees, tuition, travel, lodging, and reasonable meal expense. Other state or national professional development activities or continuing education expenses require approval by the Board of Education or its designee and consistent with Board policy. The Superintendent's time away from the District and his administrative responsibilities shall be limited and reasonable as determined by the Board.
11. **Insurance Programs.** Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder, or third-party administrator, the Board shall make premium payments on behalf of the Superintendent and his eligible dependents for the same insurance benefits or cash in lieu of insurance as provided by the School District to full-time, professional administrative staff on the same basis as is available to those staff members in accord with Board policy and subject to change on the same basis as changed for full-time, professional administrative staff.
- A. Consistent with the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq., the Board is limited to the amount which it may pay for the above-referenced insurance

programs. The Board or designee will notify the Superintendent of the amount for which he is responsible in excess of the Board-paid benefit plan cost contributions.

- B. The Superintendent agrees that the amount of benefit plan cost contributions designated by the Board as the Superintendent's responsibility shall be payroll-deducted from the Superintendent's compensation.
- C. The Board shall provide a term life insurance policy for an amount equal to two times the Superintendent's annual base salary under ¶ 7.
- D. If the Superintendent elects to decline the health insurance he will receive a premium amount equal to full family coverage (as stated in the contribution limits under MCL 15.563, as amended by 2013 Public Act 270) into an insurance policy of his choosing.

12. **Insurance Contracts.** The Board reserves the right to change the identity of the insurance carrier, policyholder, or third-party administrator for any of the coverage for the plans and programs identified above, provided that comparable coverage (as determined by the Board) is maintained during the term of this Contract. Additionally, the Board reserves the right to self-fund any of the benefits listed above.

- A. The Board shall not be required to remit premiums for any insurance coverage for the Superintendent and his eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder, or third-party administrator.
- B. 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.
- C. The Superintendent is responsible for ensuring the completion of all forms and documents needed to receive the above-described insurance coverage.
- D. The Board, by remitting the premium payments required to provide the above-described insurance coverage(s), shall be relieved from all liability with respect to insurance benefits.

13. **Errors and Omissions Insurance.** The Board shall pay the premium amount for errors and omissions insurance coverage which includes the Superintendent while engaged in the performance of a governmental function and while the Superintendent is acting within the scope of his employment authority.

- A. The terms of the errors and omissions insurance policy shall control the Superintendent's defense and indemnity. The Board's sole obligation shall be limited to the payment of premium amounts for the above errors and omissions coverage.

14. **Vacation.** The Superintendent is employed on the basis of fifty-two (52) weeks of work per Contract year (July 1 - June 30), as scheduled by the Board. The Superintendent shall be granted vacation time of twenty-four (24) days per Contract year, in addition to the holidays recognized by the School District and identified below.

- A. The Superintendent shall schedule use of vacation days in a manner to minimize interference with the School District's business and orderly operation. The Superintendent shall not schedule his vacation during a time at which his presence and leadership are critical to the District as determined by the Board President.

- B. Vacation days must be used within the Contract year for which they are made available and shall not accumulate beyond the Contract year.
 - C. No compensation will be paid to the Superintendent for any unused vacation days upon his separation from employment with the District.
 - D. The Superintendent shall be granted one (1) additional vacation day per year of contract extension up to a maximum of twenty-five (25) vacation days per Contract year.
15. **Holidays.** Consistent with the School District's calendar, the Superintendent is entitled to the following holidays for which no service to the School District is required: New Year's Eve Day, New Year's Day, Good Friday, Memorial Day, Independence Day, Friday before Labor Day, Labor Day, Thanksgiving and the day after Thanksgiving, Christmas Eve Day, and Christmas.
16. **Personal Business Days.** The Superintendent shall be granted three (3) personal business days per Contract year. The purpose of personal business days under this Contract is to conduct personal business which cannot take place during normal business hours.
- A. Unused personal business days shall not accumulate and will not carry over into a new Contract year.
 - B. No compensation will be paid to the Superintendent for any unused personal business days upon his separation from employment with the District.
 - C. The Superintendent shall schedule use of personal business days in a manner to minimize interference with the School District's business and orderly operation.
17. **Bereavement Days.** The Superintendent shall be granted three (3) bereavement days per contract year for the death of a family member or close personal friend. These bereavement days will not carry over into a new Contract year and the Superintendent is not entitled to compensation for unused bereavement days upon his separation from employment with the District.
18. **Sick Days.** The Superintendent shall be granted twelve (12) sick days per Contract year to use for the Superintendent's illness or disability.
- A. Unused sick days shall accumulate up to, but not exceeding, ninety (90) days.
 - B. The Board may, at its discretion, grant additional sick days not to exceed forty-five (45) days in the event of the Superintendent's illness or disability.
 - C. No compensation will be paid to the Superintendent for any unused sick days upon his separation from employment with the District.
19. **Disability Leave.** In the event of the Superintendent's mental or physical incapacity to perform his duties, he shall be granted an initial leave of ninety (90) workdays for purpose of recovery. The Superintendent shall first exhaust any accumulated personal leave and accrued vacation time, with the balance of the ninety (90) work-day period to be unpaid. Health plan premium payments shall be made on behalf of the Superintendent during this interval to the extent required by law. Upon using leave under this provision, the Superintendent shall furnish medical certification to the Board (or its designee) as to the necessity for the leave.

- A. If the Board (or designee) has reason to doubt the validity of the medical certification supplied by the Superintendent, a second opinion may be requested, at Board expense.
 - B. The Superintendent may request a ninety (90) work-day unpaid leave extension in the event of his physical or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is a verified prognosis that the Superintendent will be able to resume his duties at the end of the extended leave interval. Medical certification shall be supplied by the Superintendent as a condition to any leave extension. Any leave extension for this purpose shall be at the Board's discretion.
 - C. If the Superintendent is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any leave extension), his employment and this Contract may be terminated at the Board's option. However, no such termination shall occur when restoration after leave is required by the Family and Medical Leave Act.
 - D. Before any resumption of duty after an unpaid leave of absence for a serious health condition, the Superintendent shall provide to the Board a fitness-for-duty certification from the Superintendent's health care provider. A second opinion may be required by the Board, at its expense, unless the securing of the second opinion is precluded by the Family and Medical Leave Act.
20. **Medical Examination.** The Superintendent shall submit to such medical examinations (including drug or alcohol tests, as well as psychological or psychiatric evaluation), 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 Superintendent's ability to perform the essential job functions required by his assignment, with or without reasonable job accommodation(s).
- A. As a condition precedent to fulfilling the duties and obligations under the Contract, the Superintendent agrees to undergo a comprehensive medical examination and to provide the Board with a physician's verification of his physical ability to perform the essential job functions of his assignment.
 - B. Thereafter, upon the Board's request, the Superintendent agrees to undergo an appropriate medical or psychological examination and shall authorize the release of medical information necessary to determine if the Superintendent is able to perform the essential job functions required by his assignment, with or without reasonable job accommodation(s).
 - C. Any medical or psychological examination or disclosure of such information required of the Superintendent by the Board shall be job-related and consistent with business necessity.
 - D. Any medical or psychological examination under this section shall be at Board expense and shall be conducted by appropriate medical personnel of the Board's choice.
 - E. Any information obtained from medical examinations or inquiries shall be confidential. The Superintendent may receive the results of Board-ordered tests and examinations upon written request.
21. **Nonrenewal.** The Board's decision to discontinue or non-renew the Superintendent's employment for any subsequent period in any capacity (other than as a classroom teacher as may be required by the Michigan Teachers' Tenure Act), shall not be deemed a breach of this Contract or a discharge or

demotion pursuant to the Michigan Teachers' Tenure Act.

22. **Termination by the Board.** The Board is entitled to terminate the Superintendent's employment at any time during the term of this Contract for any reason that is not arbitrary or capricious.

A. The foregoing standard for termination of this Contract during its term does not apply to nonrenewal of this Contract at the expiration of its term, which decision is discretionary with the Board and shall be governed by Section 1229 of the Revised School Code, MCL 380.1229.

B. If the Board undertakes to dismiss the Superintendent during the term of this Contract, he shall be entitled to written notice of charges and an opportunity for a hearing before the Board. The Superintendent may be accompanied by legal counsel at the hearing, and the cost of such counsel shall be paid by the Superintendent.

C. If the Board terminates the Superintendent's employment during the term of this Contract, this Contract shall automatically terminate, and the Board shall have no further contractual obligation to the Superintendent.

23. **Arbitration.** If a dispute relating to the Superintendent's termination arises during the term of this Contract, the parties agree to submit such dispute to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association, and shall comply with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.

A. The parties intend that this process of dispute resolution shall include all contract and statutory claims advanced by the Superintendent arising from his termination during the term of this Contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. However, this agreement to arbitrate does not restrict the Superintendent from filing a claim or charge with any state or federal agency (such as the Equal Employment Opportunity Commission or the Michigan Department of Civil Rights), and does not apply to any claims for unemployment compensation or workers' compensation which may be brought by the Superintendent. Instead, this agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings.

B. This agreement to arbitrate means that the Superintendent is waiving his right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, the Superintendent has the right to representation by counsel of his choice and at his expense, the right to appointment of a neutral arbitrator, the right to reasonable discovery, and the right to a fair hearing. However, the Superintendent, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.

C. The arbitrator's fee and the costs imposed by the American Arbitration Association shall be paid by each party.

D. 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 Superintendent's termination during the term of this Contract. The arbitrator's decision and award shall be final and binding on the parties. Judgment thereon

may be entered in the Eaton County Circuit Court pursuant to MCL 691.1681.

24. **Limitations.** The Superintendent agrees that any claim or suit for breach of this Contract or otherwise arising out of his employment with the Board must be filed no more than six (6) months after the date of the employment action that is the subject of the claim or suit. The Superintendent understands that the statute of limitations for claims arising out of an employment action may be longer than six (6) months, but agrees to be bound by this contractual six (6) month limitations period and waives any statute of limitations to the contrary. Should a court of competent jurisdiction determine that this provision allows an unreasonably short period of time to commence a lawsuit, it is the parties' intent that the court will enforce this provision to the extent possible and declare the lawsuit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.
25. **Entire Agreement.** This Contract contains the entire agreement and understanding between the Board and the Superintendent about the Superintendent's employment. Prior or concurrent representations, promises, contracts, or understandings (written or oral) not contained in this Contract have no effect.
 - A. Any prior agreement (written or oral) pertaining to the terms of this Contract is cancelled and superseded by this Contract, provided, however, that this Contract is voidable under the Revised School Code's provisions pertaining to criminal history and records checks.
 - B. No change or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board as reflected in its minutes, and signed by the Superintendent and the President and Secretary of the Board.
 - C. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provisions of this Contract at such time or at any other time.
26. **Separability.** Whenever possible, this Contract shall be interpreted in a manner to be effective and valid according to Michigan law. If any provision of this Contract becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Contract shall continue in full force and effect without said provision(s).
27. **Governing Law.** This Contract is governed by and shall be interpreted in accord with the laws of the State of Michigan.
28. **Jurisdiction/Venue.** The proper jurisdiction and venue for any action to enforce this Contract or interpret its terms is the Eaton County Circuit Court, State of Michigan (except as the parties have otherwise agreed to arbitration as provided above).
29. **Residency Requirement.** Consistent with MCL 15.602, the Superintendent agrees to reside within 20 miles of the nearest District boundary.
30. **Authorization.** This Contract is executed on behalf of the School District pursuant to the authority contained in the Board resolution adopted on January 3, 2022, the same to be incorporated by reference.


IN WITNESS WHEREOF, the parties have caused this Contract to be executed on the date noted.

Date: 1/21, 2022


Date: 1/21, 2022

Date: 1/21, 2022


Superintendent



Kevin Robydek
Pottersville Public Schools
Board of Education

By: 

Stacy Ann Sipes
Its: President

By: 

Ashley Harris
Its: Secretary