

DAVISON COMMUNITY SCHOOL DISTRICT

Davison, Michigan

SUPERINTENDENT'S CONTRACT

THIS CONTRACT OF EMPLOYMENT, entered into between the Board of Education of the School District of the Davison Community Schools, Genesee and Lapeer Counties, State of Michigan (herein under termed the District), and Kevin Brown (hereinafter termed the Administrator).

WITNESSETH:

1. The District agrees to hire the Administrator, in an administrative capacity, as the Superintendent of Schools or as may be assigned, for the years 2019/2020 through 2022/2023 commencing July 1, 2019, and ending June 30, 2023, and the Administrator agrees to serve the District as Superintendent of Schools, or as may be assigned, for said period and to perform faithfully the duties of his/her position subject to the rules and regulations, duties, and requirements imposed by applicable statutes of the state of Michigan and the educational programs and policies of the district and as directed by the Board of Education from time to time.
2. Compensation: Compensation for services performed by the Administrator as Superintendent of Schools shall be paid by the District and shall consist of an annual salary, non-elective board paid contributions to a TSA*, and longevity pay. The Administrator shall be compensated for his services according to the following schedule. All remuneration in the schedule is to be paid for services performed by the Administrator as Superintendent of Schools.

Year	Annual Salary		Annual Non-Elective Board Paid Contribution to TSA*		Annual Longevity Pay**
	<u>Scheduled</u>	<u>Actual</u>	<u>Scheduled</u>	<u>Actual</u>	
2019/2020	***	\$171,870	***	\$14,854	See below
2020/2021	***		***		
2021/2022	***		***		
2022/2023	***		***		

If the Michigan Public School Employees Retirement System or Office of Retirement Services disallows any salary or compensation amounts for inclusion in the final average compensation, the Board shall provide an attorney for appeals of the determination.

For 2019/2020 through 2022/2023, the Administrator's salary will be paid bi-weekly over twenty-six (26) installments.

The non-elective Board-paid contribution to the TSA will be made in one payment per year by December 31 of each year and is part of the Administrator's compensation (remuneration) for services performed by the Administrator. This contribution shall be made in conformance with the requirements of the Davison Community Schools Tax-Sheltered Annuity Plan and the limitations contained in Internal Revenue Code Sections 403(b) and 415.

* TSA refers to an Internal Revenue Code Section 403(b) tax-sheltered annuity or Internal Revenue Code Section 403(b)(7) custodial account (hereinafter both shall be referred to as "TSA") selected by the Administrator.

**The Administrator shall be paid longevity pay at the same rate and on the same time schedule as employees whose terms and conditions of employment are governed by the Master Agreement between the District and the Davison Education Association. (Reference: The Administrator has 26 years of appropriate Davison experience in 2019/2020.)

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***Annual salary and annual non-elective board paid contribution to TSA for 2020/2021, 2021/2022 and 2022/2023 shall be determined by the Board by April 1, 2020 and shall not be less than the actual annual salary listed above for 2019/2020 unless mutually agreed upon by the District and Administrator.

3. The Administrator represents that he/she holds all certificates and credentials required by the law and by the District to accept this administrative position. The Administrator shall timely enroll in and satisfactorily complete all continuing education units and/or classes required by law or Michigan Department of Education regulations for the purpose of renewing or retaining certification, or, if the Administrator is considered "grand parented" in lieu of certification under the law, all continuing education units and/or classes required by law or Michigan Department of Education regulations for the purpose of being eligible for continued employment as an Administrator. It is further agreed that in the case these certificates and credentials authorizing him/her to hold said position shall expire by limitation and shall not be immediately renewed, or in the case said certificate shall be suspended or revoked by proper legal authority, or, if the Administrator is considered "grand parented" in lieu of certification under the law and the Administrator fails to comply with the required continuing education requirements set forth by law or the Michigan Department of Education which authorize him/her to hold said position, then in these cases this contract shall terminate and the Administrator shall not be entitled to any compensation for said services thereafter rendered, unless otherwise determined by the Board of Education.
4. The Administrator shall be subject to assignment and transfer at the discretion of the Board of Education of the District to a position for which the Administrator is properly certified or eligible for certification.
5. The Administrator shall not be deemed to be granted continuing tenure in the Administrator's position established by virtue of his/her contract of employment or in any other administrative capacity to which he/she may be assigned.
6. The Administrator shall, upon direction of the District and for good reason, be required to submit to a physical and mental examination by a licensed physician, who shall be selected by the District, and the cost of which shall be paid by the District. The doctor's written report will be submitted to the Board of Education. The Administrator will have the right to seek independent examination, at his/her own expense, and may submit that report to the Board of Education.
7. It is agreed and understood that the Administrator shall be evaluated as to his/her professional service annually. Said Administrator shall be given a copy of this evaluation by December 31.
8. Unless the Board of Education gives written notice to the Administrator at least thirty (30) days prior to the termination date of this agreement of non-renewal of this contract (all as more particularly set forth in MCLA 380.1229), then this agreement shall be renewed for an additional one (1) year period, subject to all of the covenants and conditions of this agreement during such extended term.
9. The Administrator shall be subject to discharge during the term of this agreement for justifiable reason(s), but the Board shall not arbitrarily or capriciously dismiss him/her. Justifiable reason(s) will include but not be limited to acts of moral turpitude, misconduct, substantial failure to perform, or if the Administrator violates any of the terms or covenants of this agreement. No discharge shall be effective until written charges have been served upon him/her, and he/she shall have an opportunity for a fair hearing before the board after five (5) days' notice in writing to the Administrator. At such hearing, he/she may have legal counsel at his/her own expense.

Discharge under this clause shall be in accordance with legal requirements and due process under the law.

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10. For benefits and work schedule, refer to the attached Appendix.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals.

BOARD OF EDUCATION OF THE
SCHOOL DISTRICT OF
DAVISON COMMUNITY SCHOOLS

Date: June 24, 2019

BY


President

Date: June 24, 2019

BY



Secretary

EMPLOYEE

Date:

6/24/19

BY


Administrator

**DAVISON COMMUNITY SCHOOL DISTRICT
SUPERINTENDENT EMPLOYMENT CONTRACT APPENDIX
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This Appendix is to be attached to the Administrator's Contract of Kevin Brown, which is dated July 1, 2019.

1. INSURANCE PROTECTION

a. LTD, VISION AND DENTAL INSURANCE

The Administrator shall be afforded LTD, vision and dental insurance, coverage to be the same as teachers as outlined in the Master Agreement between the District and the Davison Education Association.

The Early Retirement Life Insurance Program is available for purchase, at cost, to any qualifying administrative retiree, subject to the provisions of the carrier.

b. HEALTH INSURANCE AND CAFETERIA PLAN

The Administrator shall participate in the Davison Community Schools Cafeteria Plan and shall be offered the Cash Option in the amount of \$2,500 annually or the Health Option. The Health Option shall be:

MESSA Choices with the following provisions:

\$500/\$1000 In-Network Deductible
Saver Rx
\$20/\$25/\$50 Office Visit/Urgent Care/Emergency Room

OR

MESSA ABC Plan 1 HDHP/HSA
\$1350/\$2700 In-Network Deductible
ABC Rx

OR

MESSA Essentials
\$375/\$750 In-Network Deductible
EbM Rx \$25/\$50/\$200 OV/UC/ER
20% In-Network Coinsurance

The District shall pay up to \$17,911.98 annually toward the full-family premium for the selected Health Option.

District Hard Cap insurance payments toward the premium will be adjusted to increase at the same rate as the state hard cap as established by PA152.

c. TERM LIFE INSURANCE

Group term-life insurance coverage will be provided by the Board for the Administrator in the amount of \$300,000, the carrier to be determined by the Board.

d. LIABILITY PROTECTION

Liability insurance protection in the amount of three (3) million dollars will be provided by the Board of Education for the Administrator. The carrier will be determined by the Board. Coverage will be determined by the policy.

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2. ELECTIVE TAX-SHELTERED ANNUITY

The administrator may elect to make elective compensation reduction agreement contributions to Internal Revenue Code Section 403(b) tax-sheltered annuity or Internal Revenue Code Section 403(b)(7) custodial account (hereinafter both shall be referred to as "TSA") in conformance with the Davison Community Schools Tax-Sheltered Annuity Plan and the limitations contained in Internal Revenue Code Sections 402(g), 403(b) and 415.

3. MEMBERSHIP TO PROFESSIONAL ORGANIZATIONS

The Administrator shall receive paid membership to professional associations as agreed to by the President of the Board of Education of the District.

4. PROFESSIONAL CONFERENCE EXPENSES

Expenses for conferences attended with the approval of the President of the Board of Education, will be paid if substantiated by voucher/receipt. Reimbursable expenses are registration, lodging, meal allowance, and transportation costs.

The District shall pay the costs (including registration/tuition, books, and related fees) for workshops, conferences, and college classes taken in fulfillment of the Administrator's state or District mandated continuing education requirements. In the case of college classes, the Administrator shall be reimbursed by the District for these costs upon presentation of the grade report and proper receipts and/or proof of payment by the Administrator. A grade of "B" or better shall be required for reimbursement. In the case of pass/fail classes, a passing grade (e.g. "S" or "P") shall be considered equivalent to a grade of "B" or better. Payment for non-credit bearing workshops/conferences may be made by the district on a prepayment or reimbursement basis, at the discretion of the District.

5. WORK SCHEDULE

- a. The Administrator shall actually work for a period of 222 days each fiscal year beginning July 1 through June 30. These work days shall be determined by the President of the Board of Education.
- b. The following are considered paid holidays for the Administrator: Good Friday, Monday following Easter, Memorial Day, July 4, Labor Day, Thanksgiving Day, Friday following Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day. Vacation days are non-accumulative except when authorized by the President of the Board of Education, and may be substituted by other days as determined by the President of the Board of Education. In any year that one of the paid holidays listed above falls on a regular school day, a different day may be substituted as a paid holiday.
- c. The Administrator shall receive twelve (12) sick days annually. Two (2) additional days may be used annually for personal days. Three (3) additional days may be used annually for bereavement days. Appeals for additional days may be made to the Board of Education. Sick days are accumulative up to the number of days allowed for teachers in the District. Upon resignation or retirement, the Administrator shall be paid an amount equal to that paid to a teacher upon retirement or resignation (as outlined in the Master Agreement between the Davison Education Association and the District) for each unused sick leave day he/she has accumulated up to the maximum allowed for teachers. Personal days are non-accumulative. The Administrator shall be paid annually for unused personal days at the same rate paid to teachers.

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- d. The Administrator shall be eligible to participate in an administrative sick bank. In 1996/1997 (or the first year thereafter that an individual is hired as an administrator) the administrator will donate five (5) of his/her sick days to the bank. Future contributions to maintain the administrative sick bank will be determined by a committee comprised of one Board of Education Member, one Central Office Administrator, and one representative of the Building Administrators. The Administrator shall have access to the administrative sick bank under the same terms as teachers access the teacher sick bank. The above referenced committee shall meet when necessary to review and act on Administrator sick bank use requests.

6. MILEAGE

The District shall reimburse the Administrator at the rate of mileage allowed by the Internal Revenue Service for personal vehicle operation while carrying out his/her official duties during his/her employment under this contract.


IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals.

BOARD OF EDUCATION OF THE
SCHOOL DISTRICT OF
DAVISON COMMUNITY SCHOOLS

Date: June 24, 2019


BY 
President

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