

Bedford Public Schools Employment Contract

Superintendent of Education

This AGREEMENT made and entered into this 11th day of April 2013, by and between the BEDFORD PUBLIC SCHOOLS (the "District"), a governmental entity organized and existing under the laws of the State of Michigan, and MARK R. KLEINHANS (the "Administrator") (collectively referred to as "the Parties") is as follows:

1. **Duration of Employment Contract.** The District employs the Administrator and the Administrator accepts employment to **start no later than July 1, 2013 through June 30, 2016**. The work year is two-hundred sixty (260) duty days. This amount will be used for the per diem calculation.
2. **Job Title.** The Administrator is assigned to the position of Superintendent of Education. The Administrator shall be subject to assignment and transfer at the discretion of the Board of Education (the "Board"). Such assignment or transfer shall not abrogate the salary section or reduce the defined duration of the contract, while the contract is in effect.
3. **Job Duties, Job Performance/Evaluation, and Professional Responsibilities.** The Administrator agrees during the term of this Agreement to perform competently and efficiently the duties of the position as prescribed by the Board and the laws of the state of Michigan and to faithfully observe and implement the policies adopted under the rules, regulations, and directives issued by the Board and the State for the governance of the District and implementation of its educational program. In addition, the Superintendent shall coordinate all facets and departments of the District under such guidelines as are now established by the District.
 - A. The Administrator shall be evaluated in accordance with applicable laws and procedures as established by the Board.
4. **Reports to the Board.** The Administrator shall report to the Board, at regular intervals and at such other times as the Board shall direct, the progress of the Administrator's supervision and direction of the system, and shall recommend to the Board the establishment of new and changed policies when, in the opinion of the Administrator, such recommendations will increase the efficiency of operation of the District or shall provide a better system of public education.
5. **Right to Assign Employees.** The Administrator shall have the right to assign employees, subject to review of the Board.
6. **Administrator Representations.** The Administrator represents to the District that the Administrator is qualified under the laws of the State of Michigan to act as Superintendent of Education. The Administrator agrees to conform to all provisions of law relative to the qualifications of Superintendent of Education and will perform all of the duties thereof as required by law, during the life of this Agreement.

The Administrator represents to the District that the Administrator meets and will maintain the standards for Superintendent of Education as defined by the North Central Association of Colleges and Schools.
7. **Exclusivity Clause.** The Administrator agrees to devote full-time efforts to the duties of Superintendent of Education except for:

A. Twenty-four (24) vacation days (prorated and earned at a 2.0 days per calendar month) are loaded each July 1.

- i. It is the intent of the parties that the Administrator shall take vacation days during times that are least disruptive to the District and during the year that the vacation is earned.
- ii. A maximum of ten (10) days vacation may be carried over into a succeeding school year.
- iii. Up to seven (7) additional unused vacation days may be compensated at the Administrator's current per diem.
- iv. Maximum accrued vacation days shall not exceed thirty-four (34).
- v. Upon the resignation or retirement of the Administrator from this position, up to ten (10) days of accrued, but unused, vacation days may be converted to a cash payment at the Administrator's current per diem. That could total seventeen (17) total days (10 accrued vacation days plus 7 converted vacation days).

8. **Tenure.** The Administrator does not have tenure as **SUPERINTENDENT OF EDUCATION** or in any other administrative capacity in the District, nor does the Administrator have tenure in any other non-classroom teaching capacity.

9. **Professional Development, Continuing Education and Professional Memberships.**

- A. The Administrator is encouraged to represent the District at conferences and the District recognizes the importance of the Administrator's attendance at such conferences. The Board, at its option, may require prior approval before conference attendance.
- B. The District shall pay the reasonable expenses of the Administrator incurred in attending the conference.
- C. The Administrator may enroll in a course related to their duties and responsibilities and, only with prior Board approval, shall receive full reimbursement for tuition and fees upon successful completion of the course. The Board shall not unreasonably withhold approval, and shall not withhold approval if the course is required for the Administrator to keep any certificate required to perform his duties as Superintendent.
- D. The District shall pay the cost of the Administrator's membership in a national Administrative Association and any state and/or local affiliate thereof.

10. **Administrator's Health.**

- A. The Administrator is encouraged to work towards good personal health and the District recognizes and supports the Administrator's goal of good personal health.
- B. The Administrator shall have an annual physical examination by a licensed physician, and the District shall pay for that part not covered by the District's medical insurance up to one-hundred fifty dollars (\$150).

11. **Sick Days and Bereavement.**

- A. The Administrator shall be credited with one (1) sick day for each month of employment for personal illness or disability.
- B. Such sick leave days may accumulate to a maximum of one-hundred (100) days.

- C. Prior to being eligible for Long-Term Disability Benefits, in the event the Administrator does not have enough sick days earned to provide for coverage during the Long-Term Disability election period, the Administrator may borrow up to an additional ninety (90) sick days from his future accumulation of sick days in case of prolonged illness.
- D. Beginning July 1 of each contract year, the Administrator having no absences chargeable against earned sick days shall receive a bonus of one (1) sick day posted at the end of each six (6) months. Having perfect attendance for the entire contract year, the Administrator will receive a cash payment of two-hundred fifty dollars (\$250.00) for each semester, or a total of five-hundred dollars (\$500.00) for that contract year.
 - i. A maximum of ten (10) days per year may be used for illness within the immediate family.
 - ii. The Administrator shall be allowed up to five (5) days for a death in the immediate family
 - o Immediate family shall be interpreted as father, mother, husband, wife, child, sister, brother, step-relative, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchild, grandparent, legal guardian, or a resident or dependent of the member's immediate household residence. Step-relatives within the definition of the immediate family shall include step-mother, step-father, step-sister, step-brother, step-child, or step-grandchild.

12. **Health, Dental, Life and Liability Insurance.**

- A. Administrator shall be provided health care insurance, the Administrator's spouse, and eligible dependents as defined by the insurance carrier. The level of benefits shall be generally equivalent to MESSA Choices II.

Effective January 1, 2014, Administrator will have the option of moving to MESSA's ABC (Account Based Choices) – Plan 1 Health Savings Account.

Health care contributions will be pursuant to Section (3) (hard cap) of Public Act 152 of 2011. A pre-tax payroll deduction, as permitted by the IRS, shall be available to the Administrator for this purpose.

- B. Administrator may choose one of the following options for insurance coverage:

PAK A

- MESSA's Choices II health insurance
 - o \$500/\$1,000 In-Network Deductible
 - o Saver Rx Program (Prescriptions)
 - o \$20 office visit co-pay
 - o Includes Preventive Care Rider and Hearing Care Rider
 - o \$15,000 negotiated life insurance
- VSP 3 Vision Insurance
- Delta Dental (80/80/60/60/\$600:\$1,000)
- \$20,000 Life Insurance
- Long Term Disability

PAK C

- MESSA's ABC (Account Based Choices) Plan 1 Health Saving Account
 - \$1,250/\$2,500 In-Network Deductible
 - ABC Rx Program (Prescriptions)
 - ~~\$20 office visit co-pay~~
 - Includes Preventive Care Rider and Hearing Care Rider
- VSP 3 Vision Insurance
- Delta Dental (80/80/60/60/\$600:\$1,000)
- \$20,000 Life Insurance
- Long Term Disability

PAK B

- In Lieu of Health Insurance payment of \$175 per Month
 - VSP 3 Vision Insurance
 - Delta Dental (100/90/90/90/\$1,500:\$1,000)
 - \$20,000 Life Insurance
 - Long Term Disability
- C. Should the Administrator die while in the employ of the District, and should the insurance policy permit, dependent coverage health care insurance shall be provided for up to six months.
- D. The Administrator shall be provided Group Term Life Insurance at twice the Administrator's annual salary, capped at two-hundred fifty thousand dollars (\$250,000).
- E. If the carrier allows, the Administrator may purchase additional life insurance at the group rate.
- F. The Administrator shall be covered by the District's "Errors and Omissions" insurance policy. All coverage shall be defined by the insurance policy.

13. Personal Business Days.

- A. The Administrator is provided with three (3) personal business days (prorated as necessary) per year. These are loaded each July 1.
- B. Up to one (1) unused personal business day may be carried over to the succeeding fiscal year, to a maximum of four (4). Remaining unused personal business days shall be added to sick leave days at the end of each contract year.

14. Unused Sick Leave. Upon retirement, accumulated sick leave shall be compensated at seventy-five dollars (\$75) per day, not to exceed one hundred (100) days. In the event the Administrator dies while in the employ of the District, the accumulated sum shall be paid to the Administrator's estate.

15. Military and Jury Pay. The Administrator will be paid the difference between regular salary and jury or National Guard duty pay.

16. Paid Holidays. The following twelve (12) days shall be observed as paid holidays: Labor Day; Thanksgiving Day; the day after Thanksgiving; Christmas Eve Day; Christmas Day; New Year's Eve Day; New Year's Day; Martin Luther King, Jr. Birthday; Presidents' Day; Good Friday; Memorial Day; and Independence Day.

17. **Salary.**

- A. The salary for the 2013-2014 school year will be based upon one hundred thirty thousand dollars (\$130,000.00) and shall remain frozen for the duration of the contract unless mutually determined by the parties.
- B. The salary for the 2014-2015 school year shall be mutually determined by the parties, however, in no case shall it be less than the previous year.
- C. The salary for the 2015-2016 school year shall be mutually determined by the parties, however, in no case shall it be less than the previous year.

18. **Out-of-District Travel and Expenses.**

- A. The Administrator will be reimbursed for mileage at the then-current IRS standard rate and for other approved expenses at the rate established by the District.
- B. The Board of Education shall provide to the Superintendent a yearly stipend of eight thousand dollars (\$8,000.00) (six hundred sixty-six dollars and sixty-seven cents (\$666.67) per month), subject to applicable tax, withholdings, etc., in addition to wages, fringes, and other compensation. This is to assist the Superintendent with expenses such as the following:
 - Contributions made for School District employee dinners;
 - Receptions;
 - Miscellaneous expenses;
 - Fund-raising solicitations;
 - Service club related costs;
 - Expenses for his/her spouse at school related receptions;
 - Any out of State conferences;
 - Professional periodicals;
 - Continuing Education
 - Other costs associated with performance of duties at the discretion of the Superintendent.
- C. The Board of Education shall reimburse the Superintendent for one-time relocation expenses of up to one thousand three hundred dollars (\$1,300.00), provided the relocation is within the Bedford Public Schools District boundary.

19. **Contract Extension, Non-Renewal and Due Process.**

- A. If the Board does not give timely written notice of the intent to non-renew the Administrator's contract at least ninety (90) days before the contract's termination date, the contract shall be deemed (pursuant to MCL 380.1229) extended for an additional one-year period.
- B. The Administrator shall advise the Board of this obligation during the month of February of the final year of this contract.
- C. If the Administrator desires to extend the contract for an additional year beyond the expiration date of the contract as stated elsewhere in this Agreement, the Administrator must give written notice, accompanied by a receipt of said notice, to the Board President or Board Secretary prior to one-hundred twenty (120) days before the termination date of this Agreement. If all of the conditions specified in this paragraph are

met, and if the Board does not give written notice of intent not to extend the contract prior to ninety (90) days before the termination date of this Agreement, the contract shall be deemed to be extended for an additional year. The non-renewal procedures shall be governed exclusively by MCL 380.1229, and shall not be subject to the discharge procedure or grievance procedure of this Agreement.

20. **Discharge and Due Process Requirements.**

- A. During the term of this Agreement, the Administrator shall be subject to discharge for only a reason which is not arbitrary or capricious.
- B. No discharge shall be effective until written charges have been properly served upon the Administrator, and written proof of service is received by the District.
- C. Upon written request, within ten (10) days following discharge, the Administrator shall have an opportunity for a meeting with a Board committee regarding such discharge.
 - i. The Administrator may have legal counsel present at their own expense.
 - ii. Should the Administrator not be satisfied with the Board's decision, the Administrator may appeal such decision to arbitration in writing within ten (10) days.
 - iii. The Arbitrator will be selected and conduct the hearing in accordance with the Voluntary Rules of the American Arbitration Association.
 - iv. The fees and expenses of the Arbitrator shall be shared equally by the parties.
 - v. The Arbitrator's decision shall be final and binding on the parties.

21. **Dispute Resolution - Arbitration Clause.** Any and all claims by the Administrator that there has been a violation, misinterpretation, or misapplication of any provision of this agreement will be adjudicated exclusively through the grievance procedure as noted herein:


- A. The grievance shall be reduced to writing and submitted to the Vice President of the Board within twenty (20) days of the alleged grievance.
- B. In the event the grievance is not resolved in the step outlined above, the grievant may submit the grievance to the Board Secretary within ten days.
- C. Within fourteen (14) working days of the receipt of the grievance, the Board or its designee shall meet with the Administrator in an effort to resolve the grievance. A disposition of the grievance in writing by the Board shall be made not later than ten working days thereafter.
- D. If the Administrator is not satisfied with the Board's disposition of the grievance, or if a disposition has not been made within the period above, the Administrator may seek relief by invoking arbitration in writing within ten (10) days in accordance with the Voluntary Arbitration Rules of the American Arbitration Association. The fees and expenses of the Arbitrator shall be shared equally by the parties. The Arbitrator's decision shall be final and binding on the parties.

22. **Applicable Law.** If any provision of the Agreement is contrary to law, then only that provision is deemed not valid with remainder being deemed valid. This contract and all the terms and conditions contained herein will be covered by the laws of the State of Michigan.

This Agreement constitutes the sole and entire existing contract between the parties and supersedes and cancels all prior agreements, all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the Parties.

I, Mark R. Kleinhans have read and understand the provisions and conditions of my employment with Bedford Public Schools as stated herein and my signature below signifies my agreement to abide by this agreement and any attachments.

Signed this 12th day of April, 2013



Mark R. Kleinhans
Superintendent of Education

 4-12-2013
Mike Smith, President (Date)
Bedford Board of Education