

**BROWN CITY COMMUNITY SCHOOLS  
ADMINISTRATIVE CONTRACT  
BETWEEN  
NEIL KOHLER, SUPERINTENDENT**

**2017-2018 2018-2019 2019-2020  
School Years**

**THIS CONTRACT OF EMPLOYMENT** (subsequently referred to as “Contract” or “Agreement”) constitutes an agreement by and between the Board of Education of Brown City Community Schools (“Board of Education”, “Board” or “School District”) and Neil Kohler as Superintendent (“Superintendent”), collectively, the “parties.” The terms of the Contract are provided below.

1. **TERM.** The Superintendent is employed for the period from July 1, 2017 through June 30, 2020, subject to extension, nonrenewal and discharge as provided in this Contract.
  
2. **QUALIFICATIONS.** The Superintendent represents that he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the rules and regulations of the Department of Education, and those required by the Board to serve in the position of Superintendent. The Superintendent shall furnish and maintain for the duration of this Contract in the central administrative offices evidence that the Superintendent satisfies the requirements for holding the position of the Superintendent or for such other position assigned by the Board. If at any time the Superintendent fails to maintain all certificates, credentials and qualifications for the position of Superintendent as required under this Contract, or fails to satisfy applicable continuing education requirements, this Contract shall automatically terminate and the Board shall have no further obligations under this Contract.
  
3. **DUTIES.** The Superintendent agrees to devote his talents, skills, efforts and abilities toward competently, proficiently and faithfully fulfilling all duties and responsibilities of the position of the Superintendent as required and assigned by the Board. The Superintendent agrees to comply with the directives of the Board and to comply with and fulfill all responsibilities and tasks required by state and federal law, rules and regulations and to carry out the educational programs and policies of the School District. He will act

as an advisor to the Board on matters pertaining to the administration of the School District and he will inform the Board as to administrative action taken on its behalf. The Superintendent shall recommend, 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 School District.

4. **CONTRACT EXTENSION.** The Contract may be extended either by option of the Board of Education or by operation of law as follows:

A. **Board Option.**

(i) 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. The Superintendent annually shall advise the Board of Education of this obligation, in writing, during the month of February.

(ii) The Board of Education may elect to extend this Contract for an additional period. In exercising this option, the Board may establish the annual salary to be paid to the Superintendent for the school year included in the extension, but such salary may not be reduced without written consent by the Superintendent and approved by the Board. Unless otherwise agreed by the parties in writing, all other terms and conditions of this Contract will remain unchanged.

(iii) The Board in its sole discretion, and with or without cause, may choose not to extend or not to renew this Contract for an additional period(s).

B. **Operation of Law / Nonrenewal.**

(i) Unless the Board of Education gives written notice of nonrenewal of this Contract to the Superintendent 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 Section 1229 of

the Revised School Code. The Superintendent annually shall advise the Board of Education of this obligation, in writing, during the month of February.

- (ii) The Board is not required to wait for the annual evaluation to be conducted (No. 12.A.) in order to exercise its authority under Section 1229 of the Revised School Code should it elect to nonrenewal of the Contract.

5. **COMPENSATION.**

A. **Salary.** The Superintendent shall be paid an annual salary of:

|                  |             |
|------------------|-------------|
| <b>2017-2018</b> | \$95,000    |
| <b>2018-2019</b> | \$97,000    |
| <b>2019-2020</b> | \$108,000 ✓ |

Less applicable taxes and withholdings, in consideration of his performance of the duties and responsibilities of the position of Superintendent consistent with this Contract. Payment shall be in twenty-six (26) equal bi-weekly installments during the applicable twelve (12) month contract period July 1 through June 30. Compensation for each successive twelve (12) month period of this Contract shall be determined by mutual agreement between the Board and the Superintendent on or before July 1 of such period, provided, however, that in the event of their inability to agree, the Superintendent's annual rate of compensation shall not be reduced below the amount of the previous year. Any adjustment in salary made during the term of this Contract shall be in the form of a written amendment, and when executed by the Superintendent and on behalf of the Board, shall become a part of this Contract.

B. **Job Performance.**

- (i) Pursuant to Section 1250 of the Revised School Code, the Superintendent's job performance and job accomplishments shall be a significant factor in determining compensation and additional compensation. Accordingly,

annual performance-based pay \$2,000 per contract year (July 1-June 30) may be earned during each year of this Contract and paid in the last paycheck in June of the contract year in which it was earned provided the Superintendent received a rating “Effective” or “Highly Effective” on his annual evaluation by the Board for that contract year.

C. Tuition

- (i) The school board agrees to pay up to \$8,000 for the first two years of this contract (2017/18 & 2018/19) in order for the Superintendent to further his certifications for the position. This amount will be re-allocated (within this contract), through negotiations, on or before June 1, 2019. Funds reallocated to salary, effective July 1, 2019.

5. **FRINGE BENEFITS.**

Such additional items shall include the following.

1. Professional Growth-The Superintendent may attend meetings at the local and state levels for professional development applicable to the Superintendent’s duties and responsibilities under this contract. The Superintendent shall be eligible to be reimbursed for travel, meals, and lodging in accordance with the expense and reimbursement procedures established by the Board. The Superintendent shall be required to present an itemized account of his reasonable and necessary expenses. The Superintendent shall demonstrate his efforts toward professional development for himself.
- ii. Professional Dues-The School District shall pay the association dues of the Superintendent for the American Association of School Administrators, the Michigan Association of School Administrators and related MASA regional association, the Michigan Association of Secondary School Principals. The Board shall pay the dues of any other professional organization deemed appropriate by the Superintendent and approved by the Board.

- iii. Service Organizations-The School District shall pay the membership dues and costs associated with the Superintendent being an active member of the Brown City Rotary Club.
- iv. The Superintendent shall be afforded 13 sick days/3 personal days. Upon termination of the Superintendents employment with the district, the Superintendent shall be paid for any unused accumulated sick leave at a rate of Forty (40) Dollars for each accumulated sick day. The maximum days accumulated shall not exceed 240 days.
- v. The Superintendent shall be afforded Twenty (20) vacation days per year. These shall be in addition to the holidays recognized by the District. Any remaining unused may not be carried over to next school year.
- vi. Board paid term life insurance in the amount of \$200,000.
- vii. Long-term disability insurance policy equal to that offered to district secretarial employees.
- viii. Leave privileges, Bereavement Leave, health, dental & vision insurance will be equal to or greater than those provided for the teaching staff. Any necessary employee contribution will be payroll deducted.
- ix. Superintendent will receive the Full Family State Cap for his health insurance policy.
- x. ~~Mobile Phone The school district shall carry the contract and cost of phone for the Superintendent to be provided with use of a mobile phone which shall be the property of the school.~~ Amount of \$1,000 reallocated to salary, mobile phone no longer a fringe benefit (one-time, effective July 1, 2019).

## 6. EVALUATION

- a. Annual Evaluation. The Board shall evaluate the Superintendent's performance annually, but not later than the December regular scheduled Board Meeting of each year, and subsequently shall review with the Superintendent the written evaluation of his performance. Beginning with April 2018, the Superintendent shall annually advise the Board of Education in writing of this obligation during October prior to the Board's regular October meeting.

The evaluation instrument and process shall be mutually agreed upon. The evaluation shall be in written form. The Board shall determine the evaluation instrument and process if mutual agreement cannot be reached. Before the beginning of each year of this Contract, the Board and the Superintendent shall meet to discuss performance standards for the upcoming contract year.

b. Performance.

1. In the event the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe, in writing in reasonable detail, specific instances of unsatisfactory performance. A copy of the written evaluation shall be delivered to the Superintendent who may provide a written response to the evaluation. This response shall become a permanent attachment to the Superintendent's personnel file.
11. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance to be unsatisfactory. Within 10 business days of the delivery of the written evaluation to the Superintendent, the Board shall meet with the Superintendent to discuss the evaluation.
111. While the Superintendent shall be given a full and complete opportunity to correct and improve upon such deficiencies or areas of unsatisfactory performance, such opportunity shall not override the Board's right under Section 1229 of the Revised School Code to nonrenewal of this Agreement or to discharge the Superintendent under No. 13.B., immediately below.

7. TERMINATION PROVISION

- a. The Superintendent shall be subject to discharge for good and just cause, but the Board shall not arbitrarily and capriciously dismiss him/her. No discharge shall be effective until written charges have been served upon him/her and he/she have an opportunity for a fair hearing before the Board after ten (10) days' notice in writing. Said hearing shall be public or private at the option of the

Superintendent. At such hearing, he/she may have legal counsel at his/her own expense.

- b. In the event of termination of this contract and should the Superintendent then have leave or accrued sick time or other authorized absences with pay which have not been used, the Board agrees to reimburse and pay the Superintendent therefore in the pro-rated daily rate premised upon the Superintendent's then existing annual compensation as referred to herein.

## **8. DISPUTE RESOLUTION**

- a. In the event of a dispute between the parties relating to any provision of this 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. Such arbitration shall be conducted under the labor arbitration rules of, and administered by, the American Arbitration Association. 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.

## **9. COOPERATION**

- a. The Board and the Superintendent will work together for the benefit of the School District.

## **10. BREACH**

- a. In the event of a breach on the part of either party to this agreement, nothing contained herein shall be construed to render the obligations of either party under this agreement null and void.

## **11. PROFESSIONAL LIABILITY**

- a. The district agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in his individual capacity, or in his official capacity as agent and employee of the District, provided the incident arose while Superintendent was acting within the scope of his employment and excluding criminal litigation. The Board shall provide public liability insurance

for the Superintendent to cover legal expenses in defense of claims and payments of judgments resulting from his functioning as Superintendent and will reimburse him for any portion of such expense and judgments personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

**12. MEDICAL EXAMINATION**

- a. The Board requires that the Superintendent have a comprehensive medical examination biannually. The School District will reimburse costs directly associated with the exam not covered by health insurance. The Superintendent shall pay all other expenses. A physician of the Superintendent's choice, who shall be approved by the Board, shall perform the exam. A statement certifying to the physical and mental competency of the Superintendent shall be submitted to the President of the Board and shall be treated as confidential information.

**13. TRANSFER**

- a. In the event the Board of Education or State require Superintendent to add responsibilities outside of the Brown City School District, Superintendent may move back to High School Principal position if an acceptable agreement between the Superintendent and Board of Education is unable to be reached.

**14. TENURE EXCLUSION**

- a. The above named person shall not acquire tenure as an administrator in the position of Superintendent, in any non-classroom position or in any other nonteaching position to which he may be assigned.

**15. OUTSIDE ACTIVITIES**

- a. The Superintendent may only undertake non-district related activities (*e.g.*, consultative work, speaking engagements, teaching, writings, lecturing) if prior approval is received from the Board. If the Superintendent receives compensation for such activities, he will be required to report such activity to the Board President and use vacation time to cover the time missed from work for the School District.



In the event the Board, in its sole discretion, determines that any such activity interferes with the Superintendent's satisfactory performance or the time necessary for the Superintendent's satisfactory performance of duties, the Board may require that the Superintendent cease some or all of such outside activities. In no case will the Board be responsible for any expense incurred by the Superintendent to the performance of outside activities or loss of income if the Board requires a reduction or cessation of the performance of outside activities.

16. ENFORCEABILITY

- a. 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 provisions; provided, however, that no such severability shall be effective if it materially changes the economic benefit of the Contract to any party.

In witness where of the parties hereto have set their hands on the day and year written below.

BROWN CITY SCHOOLS BOARD OF EDUCATION

DATE: 5.20.19



Alan Burgess, President

Brown City Community School Superintendent



Jim Seidell, Secretary

 5.20.19

Neil Kohler

Date