

**ADMINISTRATIVE EMPLOYMENT CONTRACT
SUPERINTENDENT OF SCHOOLS**

The Board of Education (hereinafter called the “Board”) of the Gobles Public Schools, Van Buren and Allegan Counties, Michigan, and Jeff Rehlander have entered into a Contract for the employment of Jeff Rehlander as the Superintendent of Schools of the Gobles Public Schools.

WITNESSETH:

- 1. Employment and Duties.** The parties to this contract are Jeff Rehlander (Superintendent) and the Board, acting as the governing body of the Gobles Public Schools. The parties agree that the duties and responsibilities of the Superintendent are those (a) specified by law, (b) policies of the Gobles Public Schools, (c) other duties endorsed on this contract, and (d) written directives of the Board which are authorized by official Board action. The parties to this contract also agree that the provisions in 1a, 1b, 1c, and 1d relating to the duties and responsibilities of the Superintendent are incorporated herein and made a part of this contract and that the Superintendent will faithfully perform these duties and responsibilities and diligently carry out the educational program and policies of the school district. The parties to this contract further agree that the duties and responsibilities performed by the Superintendent pursuant to this contract constitute a unique position in the school district, and the Superintendent shall therefore not be transferred or reassigned by the Board to another position without his written consent.
- 2. Contract Term.**

 - 2.1 Contract Term.** The term “contract year” as used in this Contract means a period beginning on July 1st of one (1) calendar year and concluding on June 30th of the following calendar year. The Board employs the Superintendent and the Superintendent agrees to be employed by the Board as the Chief Executive Officer of Gobles Public Schools for a period beginning upon Board approval of this Contract as of July 1, 2016, and concluding on June 30, 2019, unless a new contract is executed by the parties or this contract is terminated early as herein provided.
 - 2.2 Contract Extension.** The Board shall review this contract with the SUPERINTENDENT annually, and shall, on or before April 1st of each ensuing year, take official action determining whether or not it is extended for an additional year and notify the SUPERINTENDENT of its action in writing. The parties agree that the term of this contract shall automatically be extended one (1) school year on June 30, 2016, effective the next day on July 1, and then each successive June 30, unless a party gives the other written notice on or before the preceding April 1 that the party does not agree to the automatic extension of this contract. The parties agree this shall result in a continuous three (3) year contract, unless one party provides timely written notice to the other.
 - 2.3 Duration of Services.** The SUPERINTENDENT shall provide professional services as Superintendent pursuant to this Agreement for 52 weeks during the contract year.
 - 2.4 Non-renewal.** The Board shall give the SUPERINTENDENT such notice of non-renewal of contract as may be required by law.

2.5 Early Termination. This contract may be terminated prior to the contract expiration date if:

A. The SUPERINTENDENT shall:

1. Fail to possess or continue to possess any qualification required by law or administrative rule, including an appropriate SUPERINTENDENT'S certificate;
2. Be convicted of a felony or of a crime involving moral turpitude;
3. Resign on the giving of sixty (60) calendar days written notice prior to June 30, or such other period as shall be mutually agreeable;
4. Be unable to perform the normal duties of his position by reason of disability for a period or periods aggregating three hundred sixty-five (365) calendar days during a contract term period upon written notice of the Administrator or his personal representative;
5. Die; or if

B. The SUPERINTENDENT materially breaches the terms of this Contract. The Superintendent shall be subject to discharge for good and just cause, but the Board shall not arbitrarily or capriciously dismiss him/her. No discharge shall be effective until written charges shall be served upon him and he has an opportunity for a fair hearing before the Board after (10) days notice in writing. Said hearing shall be public or private at the option of the Superintendent. At such hearing, he may have legal counsel at his own expense.

3. Compensation.

3.1 Base Salary. The SUPERINTENDENT'S annual base salary shall be one hundred twenty thousand two hundred seventy four dollars (\$120,274.00) for each full year of the contract term to be paid in substantially equal biweekly installments.

3.2 Compensation Adjustment. Except as the parties may otherwise mutually agree, the parties agree to meet after the annual performance review and prior to the beginning of a new fiscal year to adjust the compensation for the ensuing contract year in accordance with the then current Management Compensation Plan.

3.3 Fringe Benefits. The SUPERINTENDENT shall be given such fringe benefits as are set forth under the attached Special Endorsements or as may be authorized by the Board from time to time per year for each year of employment as Superintendent.

3.4 Compensation Reduction.

- A. If the contract is terminated early by reason of the happening of events **4.5 A, 1, 2, 3, 5, or 4.5 B**, compensation shall end as of the date of termination.
- B. If the SUPERINTENDENT is disabled from providing services, compensation shall continue for the period of disability or until the Contract is terminated in accordance with **4.5 A, 4**, provided, however, that if the SUPERINTENDENT shall receive disability benefits pursuant to one or more insurance policies paid for by the Board, compensation payments shall be reduced by the amount of any such disability benefits received by the SUPERINTENDENT.
- C. The Board is authorized to make such payroll deductions as may be required by law or as authorized by the SUPERINTENDENT.
- D. If the SUPERINTENDENT is paid compensation, which is in excess of compensation earned to the date of termination of employment, the SUPERINTENDENT agrees to reimburse the Board in an amount equal to such unearned compensation.

4. Assignability. This Contract is for personal professional services and may not be assigned or transferred by the SUPERINTENDENT or by the Board.

5. Contract Administration.

- A. **Notice.** Any notice to the SUPERINTENDENT may be given in any reasonable manner. Written notice by certified mail, postage prepaid, to the last written address given the Board by the SUPERINTENDENT shall constitute reasonable notice.
- B. **Dispute Resolution.** In the event of a dispute between 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 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 initially. Ultimately these expenses shall be born by the losing party. If the arbitrator does not find in favor of either one of the parties the arbitrator's fee and the American Arbitration Association shall be shared equally.
- C. **Personnel Records.** The Board shall cause an official personnel file to be created and maintained for the SUPERINTENDENT in the District Office.
- D. **Employment Regulations.** The Board reserves the right to establish from time to time reasonable employment regulations in writing which are authorized by official Board action and which are not contrary to the express terms of this Contract.

- E. Performance Review.** The Board shall meet on or before March 1st with the Superintendent at such time (s) and date (s) mutually agreeable to both parties, for the purposes of reviewing the performance of the Superintendent. The Board and Superintendent will agree to develop an evaluation procedure and document that is mutually agreeable to both parties, clear cut, and part of Board policy.
- F. Professional Liability.** The Board shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions or legal proceedings brought against him, either in his official capacity as agent or employee of the Board or in his individual capacity, provided the incident arose while he was acting within the scope of his employment with the Board. All actions, choices, and decisions made, which are customarily and usually considered within the authority and responsibility of a Michigan public school superintendent or which were made under apparent authority of statute or applicable common law or were specifically or impliedly authorized by the Board, shall be considered within the scope of employment for purposes of this provision with the exceptions:
1. Any action in which the SUPERINTENDENT shall have been determined to have been guilty of intentional misconduct or gross negligence;
 2. Any action in which the SUPERINTENDENT shall have been determined to have been guilty of negligence arising out of a breach of duty following notice of termination, unless the Board shall otherwise decide; or
 3. Any action in which the SUPERINTENDENT shall have failed to notify the School District of a claim within a reasonable time or shall have failed to cooperate in the defense of such claim, but only to the extent that the defense of such action shall have been prejudiced by reason of such failure to give notice or to cooperate.
- G. Interpretation.** Each of the provisions of this Contract shall be subject and subordinate to the obligations of either party under applicable law or regulations. If any provision shall be prohibited by or be deemed invalid under such applicable law or regulations, such provisions shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract.
- H. Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to employment rights granted and obligations assumed. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

- I. Additional Terms.** Any additional terms attached hereto as Special Endorsements pages 5 through 9 shall constitute a part of this Contract.

IN WITNESS WHEREOF, The parties have executed in duplicate originals of this Administrative Employment Contract as of July 1, 2016.

SUPERINTENDENT:

Jeffery Rehlander

BOARD:

GOBLES PUBLIC SCHOOLS,
VAN BUREN AND ALLEGAN COUNTIES,
MICHIGAN

By _____
Terry Doyle

By _____
Paula Sipes

SPECIAL ENDORSEMENTS

- 1. Assignment.** The SUPERINTENDENT is hereby assigned to serve as Superintendent of Schools of Gobles Public Schools and as Chief Executive Officer of the Board.

- 2. Duties.** The SUPERINTENDENT is directly responsible to the Board. As Chief Executive Officer of the Board, the SUPERINTENDENT will be responsible for the management and operation of the School District. In addition to those duties imposed by law, the SUPERINTENDENT shall:
 - A. Possess the power to initiate the development of policy for the approval of the Board.
 - B. Be held responsible for and have the authority to make rules not in conflict with applicable law or policies of the Board.
 - C. Make the necessary reports to the Board in order to keep the Board fully informed.
 - D. Appoint, assign, transfer, or suspend all employees of the Board, except as otherwise provided by law and policies of the Board. All appointments and suspensions shall be reported to the Board for approval.
 - E. Direct, assign, and assist all employees in the performance of their duties.
 - F. Be responsible for the improvement of curriculum by directing the professional staff in the evaluation of the curriculum and upon the basis of the findings recommend necessary revisions to the Board for approval.
 - G. Recruit the best qualified teachers and administrators possible for staff vacancies.
 - H. Annually prepared a budget showing the estimated expenses and revenues for the ensuing year.
 - I. Be responsible for the administration and daily monitoring of the current budget and keeping the Board fully informed of the financial status of the School District.
 - J. Keep the records of all employees up-to-date and on file in his office.
 - K. Apply the adopted salary schedule(s) to all employees.
 - L. Make recommendations to the Board relative to building needs of the School District.
 - M. Be responsible for interpretation of the School District to the community.
 - N. Cause the transportation system to be organized so as to efficiently and economically serve the needs of the children of the School District.

Within the Board policy the SUPERINTENDENT will have complete freedom to organize, reorganize, and arrange the administrative and supervisory staff, which in his judgment best serves the School District. The administration of instruction and business affairs will be lodged with the SUPERINTENDENT and administered by him with the assistance of his staff. Also, the responsibility for selection, placement, and transfer of personnel shall be vested in the SUPERINTENDENT and his staff.

3. Insurance Benefits and limitations set forth hereafter are as follows:

- A. MESSA Choices II health insurance with \$10/\$20 drug card, or equivalent for the Superintendent and his dependents as defined by the IRS code, at a rate not to exceed the state mandated CAP as follows:

FF----\$16,751.23
M+----\$12,845.04
SS----\$6,142.11

- B. Delta Dental Insurance: Plan 100/90/90 with an annual limit of \$1,000 per person per contract year on all services except Orthodontics. Orthodontics services have an \$800 per person total per lifetime limit.
- C. Vision Insurance: The Board will pay the total premium for the MESSA VSPIII-Plus vision program or equivalent for the administrator and his eligible dependents.
- D. The Superintendent will receive a qualified group term life insurance policy with a carrier to be selected by the Board in the face amount of (2 and 1/2) times the annual base salary of the Superintendent rounded to the nearest thousand.
- E. A short-term and a long-term disability plan, with a carrier or carriers to be selected by the Board, provided that eligibility for such coverage is conditioned upon election of major medical insurance pursuant to subsection A above.

4. If the Administrator elects to forego any or all of the insurance plans set forth above in 3. A, B, C, D, and/or E. a sum equal to the actual cost of these insurance benefits minus the district's cost for MPSRS and FICA shall be added to the Administrator's base salary as additional cash compensation. If administrator selects this option he or she is only eligible for that level of benefit as provided by the Internal Revenue Code.

- A. The foregoing insurance benefits shall be subject to the express terms, conditions, and limitations set forth in the respective master Contracts issued by the insurance carriers to the Board, and the Board - by payment of the premiums required to provide the insurance coverage - shall be relieved from all liability with respect to the benefits provided by the insurance coverage herein described. 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 or if such benefit is not available at the standard rate provided by the carrier through

which other administrators are receiving such benefits provided by the Board. In the event of denial of any insurance coverage, the Board is relieved of any further liability with respect to the insurance benefits denied.

- B The Board reserves the right to change insurance administrators and/or underwriters during the term of this Agreement with prior notice to the SUPERINTENDENT, provided, however, that equivalent coverage according to the plan certificate booklet(s) is maintained in the conversion.
- C. If the Board changes insurance underwriters, the SUPERINTENDENT shall be given the opportunity to continue with the current insurance carrier, provided that the insurance plan is made available by the carrier and provided further that the SUPERINTENDENT reimburses the Board for the difference in the cost, if any.

5. **Tax Sheltered Annuity.** The Board shall pay a sum of \$100.00 per month towards the purchase of a tax sheltered annuity in the name of the Superintendent.

6. **Vacation.** The SUPERINTENDENT will be entitled to twenty (20) days of vacation per calendar year, five (5) of which may be taken during the school year with the knowledge of the Board. During the school year, the SUPERINTENDENT will be allowed to follow the same school calendar as other certified personnel unless the SUPERINTENDENT'S presence is required by virtue of the SUPERINTENDENT'S assigned duties. The SUPERINTENDENT shall have the right to carry over up to twenty (20) vacation days from one Contract year to the next with the prior approval of the Board. In no event will the SUPERINTENDENT be permitted to accrue more than thirty (30) vacation days.

Upon retirement or separation from the Gobles Public School district the SUPERINTENDENT may elect to be paid for up to thirty (30) earned but unused vacation days at the SUPERINTENDENT'S per diem rate (using the salary of the year in which the vacation days were earned). Should the SUPERINTENDENT be employed less than the full 12 months of the Contract year, vacation days will be prorated to the termination date of the Contract. Repayment of any vacation days used but not earned would be addressed in the final payment to the SUPERINTENDENT.

7. **Sick Days.** Except as hereinafter provided, the SUPERINTENDENT shall be entitled to one (1) day of sick leave for each month of employment. Sick days may not be claimed for more than three (3) consecutive days without written consent by the Board President. If appropriate written approval has not been given, any sick days claimed over three (3) will be deducted from vacation days. Earned sick days shall be accumulative to a maximum of one hundred (100) days. A SUPERINTENDENT previously employed by the Gobles School District will be allowed to carry over into the Administrative position all accumulated sick days earned in the Gobles School District. At the commencement of employment, the SUPERINTENDENT shall be credited with thirty (30) sick days, which can be used in the event of any long-term illness or disability. It is understood and agreed that as unused sick days accrue, there shall be a pro rata reduction in the initial credit of thirty (30) days, it being the intention of the parties that at the time the SUPERINTENDENT accrues thirty (30) or more unused sick days, this provision shall become null and void.

- 8. Unused Leave Days.** A SUPERINTENDENT who has been employed by the School District for ten (10) or more years, and who has accrued one hundred (100) sick days shall continue to earn sick days in accordance with Section B above; however, the Board agrees to pay \$30.00 for each such sick day earned during a Contract year above the maximum of one hundred (100) days. Payment shall be made on the first scheduled pay date in July following the Contract year during which the sick days were earned and only if the SUPERINTENDENT is currently employed. A SUPERINTENDENT who has been employed by the School District for ten (10) or more years, either as an administrator, teacher, or some combination of both, shall be eligible to receive payment for up to one hundred (100) accrued but unused sick days (at the rate of \$30.00 for each such sick day accrued) upon the SUPERINTENDENT'S voluntary termination, retirement or death. If at the time of the SUPERINTENDENT'S termination he or she is charged with any crime or with committing other misconduct, payment will be withheld pending resolution of the charges. If the charges are dropped or the SUPERINTENDENT is found innocent, the withheld payment will then be made.
- 9. Funeral Leave.** The SUPERINTENDENT shall be entitled to receive up to three (3) day's leave with pay due to the death of a member of her immediate family. For the purpose of this provision, the term "immediate family" shall mean spouse, father, and mother, father-in-law, mother-in-law, brother, sister, grandparents, grandchildren, brother-in-law, sister-in-law or child of the SUPERINTENDENT. The SUPERINTENDENT may elect to take up to two (2) additional leave days with the prior knowledge and consent of the Board President or designee, which days shall be charged against accrued leave days.
- 10. Professional Development.** The Board, in recognition of the benefits to the School District to be derived from the continuing professional development of the SUPERINTENDENT, encourages the SUPERINTENDENT'S involvement in professional activities. Membership dues shall be paid by the Board for the SUPERINTENDENT'S local, state, and national professional administrative organizations, provided that with prior knowledge and approval of the Board, membership dues of different or other professional organizations may be paid by the Board from time to time as the Board deems advisable. Reasonable expenses incurred in attending professional conferences shall be paid by the Board if such expenses are submitted in accordance with applicable policies and regulations. The SUPERINTENDENT, with prior approval for the Board of Education, will be permitted to attend local, state, and national professional conferences each fiscal year.
- 11. Reimbursed Expenses.** The SUPERINTENDENT shall be eligible to be reimbursed for meals and out-of-pocket expenses incurred in the discharge of his or her duties in accordance with reimbursement procedures and allowances adopted from time to time by the Board. All expenses must be supported with appropriate documentation. Daily meal cost shall not exceed \$60 per day. Whenever possible the SUPERINTENDENT is expected to use a school own vehicle when traveling on school related business. However, if a school own vehicle is not available the SUPERINTENDENT will be paid mileage at the per mile rate allowed by the IRS.

12. Medical Examinations. The Board may require the SUPERINTENDENT to receive a medical examination biennially in order:

- A. To determine the existence of any condition which might impair the ability of the SUPERINTENDENT to properly discharge his professional duties, or
- B. To determine the existence of any condition which might be detrimental to the health of students or other employees of the School District.

If the Board shall require a medical examination, it shall pay costs not covered by insurance, provided that the examining physician and/or medical facilities are satisfactory to it. The physician's report shall be limited to the determination of the conditions set forth in A and B above and the basis for any such determination.

13. Place of Residence. It is understood and agreed that the SUPERINTENDENT shall reside within twenty (20) miles or less of the School District. It is also understood that this requirement is dependent upon the Superintendent being able to sell his current residence first.

14. SUPERINTENDENT'S Performance Review Document - Exhibit A