

BERRIEN REGIONAL EDUCATION SERVICE AGENCY
2016/2017 CONTRACT OF EMPLOYMENT

It is hereby agreed by and between the Board of Education of the Berrien Regional Education Service Agency (hereinafter "Board" or "Berrien RESA") and **KEVIN M. IVERS** (hereinafter "Administrator") that, pursuant to Sections 601a(1)(d), 623(1)(b), 634 and 1229(1) of the Revised School Code of the State of Michigan (or their successor provisions), the Board in accordance with its action found in the minutes of its meeting held on the 20th day of April, 2016, has and does hereby employ **KEVIN M. IVERS** for a three (3) year period commencing on July 1, 2016, and ending on June 30, 2019 according to the terms and conditions as described and set forth herein as follows:

1. Administrator shall perform the duties of the Superintendent as prescribed by the Board pursuant to the Revised School Code of the State of Michigan as may be established, modified and/or amended from time to time by the Board. Administrator acknowledges the ultimate authority of the Board with respect to his responsibilities and directions related thereto.

Administrator is subject to assignment and transfer to another position of administrative employment in the Berrien RESA at the discretion of the Board without loss of salary during the term of this Contract.

2. Administrator represents that he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the Revised School Code, regulations of the Department of Education, and those required by the Board to serve in the position assigned. Additionally, Administrator agrees, as a condition of his continued employment, to meet all continuing education requirements for the position assigned, as may be required by the Michigan Department of Education. If at any time Administrator fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.
3. Administrator agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Administrator agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, Administrator agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board to carry out the educational programs and policies of the Berrien RESA during the entire term of this Agreement. Further, Administrator pledges to use his best efforts to maintain and improve the quality of the operation of the Berrien RESA and constantly promote efficiency in all areas of his responsibility.
4. Compensation - The Board will pay Administrator an annual (i.e. July 1 - June 30) salary of One Hundred Fifty Thousand Six Hundred Twenty-six Dollars (\$150,626) for 2016/2017. Also, as part of Administrator's compensation for service, the Board will contribute an annual amount (i.e. July 1 - June 30) of Twenty-four Thousand Dollars (\$24,000) to a non-elective 403(b) tax deferred annuity. Administrator is responsible for assuring that the annuity contribution is within pertinent IRS contribution limits.

The Board hereby retains the right to adjust the compensation of the Administrator during the term of his Contract. Any such adjustments shall not reduce Administrator's compensation below the minimum annual compensation for service prescribed herein above. Any adjustment in compensation made during the term of this Contract shall be in the form of a written amendment and, when executed by Administrator and the Board, shall become part of this Contract.

5. Administrator shall be given use of a Berrien RESA gasoline credit card.

6. For each year of satisfactory service, the following longevity pay will be added to the base salary: \$1,500 per year.
7. Administrator is employed on the basis of fifty-two (52) weeks of work per fiscal year (July 1 through June 30) as scheduled by the Board. Administrator shall be granted vacation time of twenty-five (25) days per fiscal year. Vacation days may be accumulated to a maximum of fifty (50) days. Administrator shall not receive any additional compensation in lieu of use of vacation days without the express agreement of the Board. Administrator shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the Berrien RESA.
8. Administrator's performance shall be evaluated by the Board prior to June 30 of each year. At the conclusion of this evaluation, the Board may consider an extension of the contract. Failure by the Board to complete the evaluation by June 30 without an extension in writing signed by the Board and the Administrator shall constitute a satisfactory evaluation and the contract will be extended for an additional year.
9. The Board shall be entitled to terminate the Administrator's employment at any time during the term of this contract for acts of moral turpitude, misconduct, dishonestly, fraud, insubordination, incompetency, or if Administrator materially breaches the terms and conditions of this Contract or for other causes found to be sufficient by the Board. The foregoing standards for termination of this Contract during its term shall not be applicable to non-renewal of this Contract at its expiration or to non-extension of this Contract during its term, which decisions are discretionary with the Board.

No termination of the Administrator during the term of this Contract shall be effective until written charges have been served upon the Administrator. He shall have an opportunity for a fair hearing before the Board after ten (10) days written notice. Said hearing shall be public or private at Administrator's option (to the extent permitted by the Open Meetings Act). Administrator may have legal counsel at this hearing at his expense. In the event of termination of Administrator's employment during the term of this Contract, this Contract shall become void on the effective date of termination, and the Board shall have no further obligation hereunder.

10. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third-party administrator, the Board shall make premium payments on behalf of Administrator and his eligible dependents for the following insurance programs:
 - Health insurance: ASR or comparable as established by the Board
 - Dental insurance: ASR or comparable as established by the Board
 - Term life insurance: Two and one-half times compensation
 - Vision insurance: ASR or comparable as established by the Board
 - Long Term Disability: (Administrator only) as established by the Board

Administrator shall be responsible to pay co-pay per month, as determined by the Board, towards the health insurance premium beginning July 1, 2016 and continuing through June 30, 2017, and consents to payroll deduction of those amounts. This amount may be adjusted annually.

10. The Board reserves the right to change the identity of the insurance carrier, policyholder or third-party administrator for any of the above coverages, provided that comparable coverage, as determined by the Board, is maintained during the term of this Contract. The Board shall not be required to remit premiums for any insurance coverages for Administrator and his eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder or third-party administrator.

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. Administrator is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The Berrien RESA, by payment of the premium amounts required to provide the above-described insurance coverages, shall be relieved from all liability with respect to insurance benefits.

11. Administrator is entitled to the holidays established by the Board at its annual organizational meeting.
12. Administrator shall be entitled to earn twelve (12) sick days per contract year (July 1-June 30). Unused sick leave days shall be cumulative to a maximum of one hundred-twenty (120). Administrator shall have the annual opportunity to redeem up to ten (10) unused sick days per contract year at Administrator's full daily rate. (Total comp ÷ 217 = daily rate.)
13. In the event of Administrator's mental and/or physical incapacity to perform the duties of his office, he shall be granted an initial leave of ninety (90) work days for purpose of recovery. Administrator shall first exhaust any accumulated sick 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 Administrator during this interval. Upon utilizing leave under this provision, Administrator shall furnish medical certification to the Board respecting the necessity for the leave.

If the Board has reason to doubt the validity of the medical certification supplied by Administrator, it may require a second opinion, at Board expense.

Administrator may request a ninety (90) work day unpaid leave extension in the event of his physical and/or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is reasonable likelihood that Administrator will be able to resume his duties at the end of the extended leave interval. Medical certification shall be supplied by Administrator as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

If the Administrator is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), his employment and this Contract may be terminated at the option of the Board. However, no such termination shall occur where restoration after leave is required by the Family and Medical Leave Act.

Prior to resumption of duty after an unpaid leave of absence for a serious health condition, Administrator shall provide to the Board a fitness for duty certification from Administrator's health care provider. A second opinion may be required by the Board, at its expense, unless the securing of the second opinion in this context is precluded by the Family and Medical Leave Act.

14. Administrator agrees that he shall not be deemed to be granted continuing tenure in the position initially assigned or to which he may be assigned or transferred or in any capacity 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 Berrien RESA. Nor shall the decision of the Board not to continue or renew the employment of Administrator for any subsequent period in any capacity, other than as a classroom teacher, as may be required by the Teachers' Tenure Act, be deemed a breach of this Contract or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.
15. Administrator shall submit to such medical examinations, 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. Additionally, upon request of the Board, Administrator shall authorize the release of medical information necessary to determine if Administrator is capable of performing the essential job functions required by his assignment, with or without reasonable accommodation. Any physical or mental examination or disclosure of such information required of Administrator by the Board shall be job related and consistent with business necessity. Any medical or psychological examination under this section shall be at Board expense. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.
16. The Board agrees to pay the premium amount for errors and omissions insurance coverage for Administrator while he is engaged in the performance of a governmental function and is acting within the scope of his authority. The terms of the errors and omissions insurance policy shall be controlling respecting the defense and indemnity of the Administrator. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions coverage. In the event that litigation is brought against the Administrator which is excluded from insurance coverage, the Board agrees, on a case-by-case basis, to consider providing legal defense and/or indemnification to the Administrator to the extent authorized under MCL 691.1403 and MCL 380.601a(1)(d).
17. Administrator shall be reimbursed for travel (excluding expenses pre-paid or reimbursed under paragraph five of this agreement), meals, and lodging in accordance with expense and reimbursement standards and procedures established by the Board. Administrator shall be required to present an itemized account of his reasonable and necessary expenses.

Membership fees or dues for membership in appropriate professional organizations and local service clubs shall be paid by the Board. Administrator may attend appropriate professional meetings at the local, state, and national levels and shall be reimbursed for any registration fees, travel, lodging and/or reasonable meal expenses for himself in relation thereto not prepaid by the Board.

18. This Contract contains the entire agreement and understanding by and between the Board and Administrator with respect to the employment of Administrator and no representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect.

All prior agreements pertaining to, connected with, or arising in any manner out of the employment of Administrator by the Board, are hereby terminated and shall hereafter be of no force or effect whatsoever. No change or modification of this Contract shall be valid or binding unless it is in writing and signed by Administrator and the Board. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provision of this Contract at such time or at any other time.

19. If any provisions of this Contract becomes or is declared by a Court of competent jurisdiction to be illegal, unenforceable or void, or becomes invalid due to legislative enactment, this Contract shall continue in full force and effect without said provision(s). If any term of this Contract is determined not to be legally enforceable as written, the provision will be enforced to the extent permitted by law.
20. This Contract is executed on behalf of Berrien RESA pursuant to the authority granted as contained in the resolution of the Board adopted on April 20, 2016, the same being incorporated herein by reference.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

ADMINISTRATOR

Date: 5-9-16

Kevin M. Ivers
Kevin M. Ivers

BERRIEN REGIONAL EDUCATION SERVICE
AGENCY BOARD OF EDUCATION

Date: 5-9-16

By Sharon Kalling
President (for the Board)