

SUPERINTENDENT'S EMPLOYMENT CONTRACT
Between

William Kearney

and the Board of Education

of the River Valley School District

This **CONTRACT** is entered into on the **25th day of June 2012**, between the Board of Education of the River Valley School District, referred to as the "Board," and William Kearney as Superintendent, referred to as "Administrator," in this contract.

Because the Board of Education at a meeting held on the **25th day of June 2012**, approved the employment of the Administrator as Superintendent in accordance with the terms and conditions of this contract, and the Administrator desires to be employed by the Board of Education in accordance with the terms and conditions of this contract, the parties in consideration of the mutual promises contained in this contract, agree as follows:

1. **TERM.** This contract shall take effect on the **1st day of July 2012**, and continue in force through the **30th day of June 2015**, subject to extension and termination as provided in Paragraphs 4 and 12. The Administrator shall work a 260 day work year including vacation and holidays as provided in paragraph 8. If the Administrator elects to terminate this contract, the Board of Education requests a minimum six (6) month notice.
2. **DUTIES.** The Administrator represents that he or she meets all Michigan requirements and the qualifications established by the Board of Education for this administrative position. The Administrator agrees to perform the duties of Superintendent in a competent and professional manner in compliance with the laws applicable to the school district and the bylaws, policies, and regulations adopted by the Board of Education.
3. **EVALUATION.** No later than the last day of March, per contract year, the Board of Education shall review with the Administrator his or her performance as Superintendent. The Administrator shall remind the Board of Education of this responsibility in a timely manner. The performance evaluation shall include Student Growth and Assessment as part of the overall evaluation using a mutually agreed upon evaluation tool.
4. **EXTENSION.** The Board of Education, **no later than the 1st day of April 2015**, may extend the contract for an additional period. All other terms and conditions of this contract shall remain unchanged.

The Board of Education in its sole discretion and with or without cause may decline to extend this contract.

5. **TENURE EXCLUSION.** This contract does not confer tenure upon the Administrator in the positions of Superintendent, or any other administrative position in the district.

COMPENSATION. The Board shall pay the said Administrator the annual salary rate. The salary for the 2012-13 school year, based on final negotiations and the Administrative Index, shall be \$103,407.00. The salary shall be paid in twenty-six (26) equal installments. The Board of Education retains the right to adjust the salary during the continuation of this contract, but an adjustment shall not reduce the annual salary below the figures specified in this paragraph.

6. **INSURANCE BENEFITS.** During the term of this contract, the Administrator shall receive the insurance benefits provided by the school district to full-time, professional administrative staff on the same basis as available to those staff members in accord with the Board of Education policy. Insurance benefits are subject to change at any time on the same basis as changed for full-time, professional administrative staff. The Board will contribute a maximum amount toward medical insurance based on the coverage selected (\$5,500 for single, \$11,000 for self +one, and \$15,000 for family). The employee will pay the remaining medical insurance costs. Dental and vision insurance

will be provided at no cost to the employee.

7. **OTHER BENEFITS.** The Administrator is entitled to the following specific benefits:

A. **Holidays.** During the term of this contract, the Administrator shall be provided with eleven and one-half (11 ½) holidays each fiscal year (July 1–June 30) as scheduled by the Board (Independence Day – 1 day, Labor Day – 2 days, Thanksgiving – 2 ½ days, Christmas – 2 days, New Year – 2 days, Good Friday – 1 day, and Memorial Day – 1 day).

B. **Sick Leave and Personal Leave.** Each fiscal year (July 1–June 30) of this Contract, the Administrator shall be provided with twelve (12) days of sick leave and two (2) days of personal leave for use according to Board policy. Unused sick leave days may be accumulated to a maximum of one hundred fifty (150) days maximum accumulation.

C. **Funeral Leave.** Up to five (5) days per death of immediate family member.

Vacation. Twenty (20) days per contract year. The Administrator may carry over up to 20 days for use during the year subsequent to the year earned. The Administrator shall be paid for up to 20 days of unused vacation leave upon termination of this contract. The Superintendent shall be paid on a per diem basis for unused vacation days. This shall be done annually unless the Superintendent elects to carry over the unused days to subsequent years.

The Board does not pay for unused sick or personal business leave days upon separation from employment.

The Superintendent shall maintain a record of the leave days used and report the use of leave days to the payroll clerk for proper processing.

8. **SPECIAL PROVISIONS.**

A. **Business Expenses.** The Board will reimburse the Administrator for reasonable and necessary business-related expenses. Verification of the expenses shall be in the manner determined by the Board, or its designee.

B. **Professional Dues.** The Board will pay one hundred percent (100%) of the Administrator's membership dues/charges to professional, civic or educational organizations that may benefit the district (including local service clubs).

9. **PROFESSIONAL GROWTH OF THE SUPERINTENDENT.** The Board encourages the continuing professional growth of the Superintendent through his participation in:

Conferences, programs and other activities conducted or sponsored by local, state and national school administrators and school board associations.

Seminars and courses offered by public or private educational institutions; and

Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform his professional responsibilities for the school district.

The Board shall permit a reasonable amount of time for the Superintendent to attend to such professional matters and pay for the necessary registration fees, travel and subsistence expenses in accordance with requirements of the Michigan School Code and within the limitations of the annual budget as approved by the Board.

LIABILITY PROTECTION. The Board agrees to pay the premium amount for errors and omissions insurance coverage for Administrator while engaged in the performance of a governmental function and while the Administrator is acting within the scope of his/her authority. The policy limits for this coverage shall be not less than \$5,000,000.00. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of 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 such insurance coverage can not be purchased in the above amounts and/or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall notify Administrator. In that event, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to Administrator as is authorized under MCLA 691.1408 and MCLA 380.11a(3)(d).

The Board shall provide liability insurance for the Administrator to cover legal expenses in defense of claims and payment of judgment resulting from his functioning as Superintendent. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

TERMINATION. If, at any time, the Administrator fails to maintain the credentials and qualifications for the position of Superintendent as required by this contract, the contract shall automatically terminate. The Administrator may be discharged and this contract terminated at any time for just cause, including failure to uphold any Board of Education bylaw, policy, or regulation.

SEVERABILITY. If any provision of this contract is ruled illegal or unenforceable by a court of competent jurisdiction, the remainder of the contract not affected by the ruling shall remain valid and in effect.

GOVERNING LAW. This contract is governed by and shall be interpreted in accord with the law of the State of Michigan.

This represents the complete agreement between the parties. There are no other agreements or understandings, oral and written that induced the parties to enter this contract. Any modification of this contract must be made in writing and signed by the Board's authorized representative and the Superintendent.

We, the parties of the Superintendent's Employment Contract, sign our names and execute this contract as of the day and year written in the opening paragraph.




President, River Valley Board of Education

June 25, 2012
Date



Secretary, River Valley Board of Education

June 25, 2012
Date



Administrator

6/26/12
Date

NEW: 06/18/12