

**Superintendent's Contract of Employment
Between
Kevin Robydek
And the Board of Education
of Potterville Public School District**

This contract is entered into on the 1st day of July, 2018, between the Board of Education of the Potterville Public School District, referred to as the "Board of Education," and Mr. Kevin Robydek as Superintendent, referred to also as "Administrator," in this contract.

Because the Board of Education at a meeting held on the 14th day of May, 2018, 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 to the following:

1. **TERM.** This contract shall take effect on the 1st day of July, 2018 and continue in force through the last day of June, 2021. The initial period of the Contract shall be for a three (3) year period starting from July 1, 2018 and subject to extension and termination as provided in Paragraphs 4 and 12.

2. **DUTIES.**

- The Administrator represents that he/she possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the provisions of Sections 1246 and 1536 of the Revised School Code, the regulations of the Michigan Department of Education, and those required by the Board of Education to serve in the position assigned. The Administrator agrees, as a condition of his continued employment, to meet all certification and continuing education requirements for the position assigned, as are and may be required by law or by the Michigan Board of Education. If at any time the 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.
- The Administrator agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. The Administrator agrees to faithfully perform those duties assigned by the Board of Education and to comply with the directives of the Board of Education with respect thereto. The Administrator further agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations, and by the Board of Education, to carry out the educational programs and policies of the School District during the entire term of this Contract. The Administrator agrees to devote substantially all of his business time, attention and services to the diligent, faithful and competent discharge of his duties on behalf of the School District to enhance the operation of the School District and agrees to use his best efforts to maintain and improve the quality of the programs and services of the School District.
- The Administrator agrees to attend each meeting of the Board, with exceptions noted in Board policy allowing for evaluation and negotiation deliberations pertaining to the Superintendent. The Administrator agrees to present his recommendations to the Board on any subject under consideration by the Board.
- The Administrator agrees to serve, at the request of the Board President, as a non-voting member of any Committee/Ad Hoc Committee.

3. **EVALUATION.**

- Annually, no later than the last day of May of each year during the term of this contract, the Board of Education shall review with the Administrator his performance as Superintendent

as required by MCL 380.1249 and MCL 380.1249b. The Administrator shall remind the Board of Education of this responsibility in the March regular meeting of the Board. The administrator shall provide written evaluation input, per the Administrators evaluation tool in use by the Board, during any Board of Education meeting in the month of April. A written copy of the evaluation shall be delivered to the Administrator and he/she shall have the right to make written reaction or response to the evaluation if desired. This response shall become a permanent attachment to the Administrator's file.

- The Administrator's performance shall be evaluated by the Board of Education not less than defined above using multiple rating categories that take into account data on student growth and performance as a significant factor as required by MCL 380.1249 and 380.1249b. The Board and the Administrator will meet to discuss and determine performance standards and district goals, prior to commencement of the evaluation process. Criteria upon which the Administrator shall be evaluated will be communicated to the Administrator by the Board of Education prior to the initiation of the evaluation process.
- Consistent with Section 1250 of the Revised School Code, in addition to the base salary as provided above, the Superintendent shall be eligible for performance incentive compensation at the end of each contract year. Prior to the start of each school year the Board of Education and the Superintendent shall meet in order to establish a set of mutually agreed upon goals and objectives. Based upon an evaluation and determination of the Superintendent's success in meeting those goals and receiving a score of Highly Effective, the Superintendent may receive compensation of up to two percent of his annual base salary. The precise amount of performance incentive compensation shall be determined annually by the School Board via the Administrators performance evaluation, the criteria of which shall be mutually agreed upon by the parties.
- If deemed necessary by the Board, an improvement plan will be created that shall include specific recommendations for areas of improvement, for all instances where the Board deems via performance evaluation to be Minimally Effective or Ineffective. The criteria for determining if the Administrator has satisfactorily made improvements in the areas of concern will be clearly defined in the improvement plan and the Board will assess the progress made towards improvement in a special review conducted six months after the implementation of the improvement plan.

4. **EXTENSION.** This contract may be extended by option of the Board of Education.

The Board of Education shall, no later than the last day of June of each year during the term of this contract, take action to extend the contract for an additional one (1) year period if desired by the Board. 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 for an additional year at this time as well. The Administrator shall issue a written reminder to the Board of Education regarding the contract extension during the April meeting of the Board.

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

6. **BASE COMPENSATION.** The Board of Education shall pay to the Administrator an annual salary of \$95,000.00. The salary shall be paid in 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.

7. **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.

8. **OTHER BENEFITS.** The administrator is entitled to the following specific benefits:

- The Administrator is employed on the basis of a fifty-two (52) weeks of work per contract/fiscal year (July 1 – June 30) as scheduled by the Board. The Administrator shall be granted vacation time of twenty (20) work days per contract/fiscal year. The Administrator shall schedule the use of vacation days in a manner that minimizes the impact and interference with the orderly operation and business of the School District. Vacation days must be used within the contract/fiscal year for which they are made available absent written consent from the Board to carry over any unused vacation time. The Administrator shall not receive any additional compensation in lieu of use of vacation days without the express agreement of the Board. The Administrator shall be granted one (1) additional vacation day per year of contract extension up to a maximum of twenty-five (25) work days per contract/fiscal year.
- The Administrator shall be granted three (3) personal business days per the contract year for the purposes of conducting personal business which cannot take place during normal business hours. These personal days will not be carried over into any new contract year.
- The Administrator shall also be granted three (3) bereavement days per contract year for the death of a family member or close personal friend. These bereavement days will not be carried over into any new contract year.
- The Administrator shall be granted five (5) sick days per the contract year for use as the result of illness or disability. The Administrator shall be granted one (1) additional sick day per year of contract extension up to a maximum of eight (8) sick days per Contract/fiscal year. The Administrator shall not be eligible to receive payment or remuneration, either during the term of the Contract or at its expiration, for any accumulated but unused sick time. The maximum amount of sick days carried contract year to contract year shall be "6".
- Beginning with the 2018-2019 fiscal year, the District shall contribute an amount equal to two percent of the Administrator's base salary to a qualifying 403(b) investment/retirement plan. With an annual evaluation score of Effective or Highly Effective, the District will increase this amount one percent per contract year, up to a maximum of five percent. The District, upon request of the Administrator, shall withhold additional funds to be contributed to this plan, subject to IRS rules and regulations regarding 403(b) contributions. The Administrator shall be the sole owner of the 403(b) plan and this fund will remain in possession of the Administrator upon termination of employment.
- The District shall provide a term life insurance policy for the amount equal to two times the Administrator's annual base salary.
- The Administrator is entitled to the following holidays for which no service to the District is required: Fourth of July, Labor Day, Thanksgiving Day and the Day following, Christmas Eve Day, Christmas Day, and New Year's Eve Day and the Day following and Memorial Day.

9. SPECIAL PROVISIONS.

- **Physical Examination.** As a condition precedent to the duties and obligations under this contract, the Superintendent agrees to have a comprehensive medical examination and to provide the Board of Education with a doctor's verification indicating the physical competency of the individual to perform the duties of the position. Thereafter, the Superintendent agrees to have a comprehensive medical examination at any point wherein there is a legitimate basis to question his fitness for duty. The Superintendent agrees to supply the Board of Education with a doctor's verification of such, as previously specified. It is agreed that the doctor's verification shall be treated as confidential information by the Board of Education.

- **Disablement.** Should the Superintendent be unable to perform any or all of the duties outlined herein by reason of illness, accident, or other causes beyond the individual's control for period in excess of their accumulated sick leave and unused vacation time, the Board of Education may in its discretion make a proportionate deduction from the salary hereinbefore stipulated. If such a disability continues for more than one year or if said disability is considered permanent, irreparable, or of such a nature as to make performance of their duties impossible, the Board of Education may, at its option, terminate this agreement whereupon the respective duties, rights, and obligation hereunder shall terminate. Death of the superintendent terminates this contract.
- **Indemnity Clause.** The Board of Education agrees that it shall defend, hold harmless and indemnify the Administrator from any and all demands, claims, suits, actions and legal proceedings brought against the Administrator in his individual capacity, or in his official capacity as agent and employee of the District, provided the incident arose while the Administrator was acting within the scope of this employment and excluding criminal litigations. This provision shall not apply to any legal actions or controversies between the Administrator and the Board of Education.

10. **REIMBURSEMENT OF EXPENSES.** The Board of Education shall reimburse the Administrator for all actual and necessary business expenses related to the performance of the Administrator's duties on behalf of the District in accordance with procedures established by the Board. Any reasonable expenses to be incurred by the Administrator for out-of-District travel shall be submitted for review and approval by the Board. The Administrator shall be required to present an itemized account of reasonable and necessary expenses in accordance with the direction of the Board or its designee. This reimbursement clause may be subject to annual review by the Board of Education.

11. **PROFESSIONAL DUES.** The District shall pay the Association dues of the Administrator for the American Association of School Administrators, the Michigan Association of School Administrators and the M.A.S.A Region in which the School District is located as well as other appropriate affiliations as approved by the Board.

12. **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 not be discharged nor this contract terminated for reasons that are arbitrary and capricious. The foregoing standards for termination of this contract during its term shall not be applicable to non-renewal of this contract at the expiration of its term, which decision is discretionary with the Board of Education.

It is further agreed that prior to any dismissal by the Board of Education, the Superintendent shall have the right of written charges, notice of hearing and a fair hearing before the Board of Education. If the individuals so chooses they may be accompanied by legal counsel at the hearing, said legal expenses to be paid for by the Superintendent. Any hearing before the Board of Education will be public unless a private hearing is requested by the Superintendent.

13. **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.

14. **DISPUTE RESOLUTION.** In the event of any dispute between the parties regarding any provision of this Contract, dispute concerning any of the parties' rights or obligations as defined pursuant to this Contract, or any dispute arising from or a result of the Administrator's employment, the parties agree to submit such dispute to binding arbitration. Such arbitration shall be conducted under the rules of and administered by the American Arbitration Association. The arbitrator's fee and expense of the American Arbitration Association shall be shared equally by the parties. The arbitrator shall be the exclusive forum for any complaint, allegation or charge including but not limited to breach of Contract, discrimination, tort, or constitutional claims which may be presented in Federal or State Court or administrative agency. Any such complaint must be filed within nine

(9) months of the events giving rise to the complaint with the American Arbitration Association, in writing, and served on the Board within nine (9) months of the effective date of the Administrator's discharge, non-renewal or alleged violation. All parties are entitled to have representation of their own designation: however, each party shall be responsible for all costs associated with such representation. The decision and award of the arbitrator shall be final and binding on the parties.

15. **RECOVERY OF EXPENSES.** In any adversarial proceedings between the parties arising out of this agreement, the prevailing party will be entitled to recover from the other party, in addition to any other relief awarded, all expenses that the prevailing party incurs in those proceedings, including attorneys' fees and expenses.

16. **RESIDENCY REQUIREMENT.** Consistent with Michigan Law, MCL 15.602, and the Administrator agrees to reside within 20 miles of the nearest District boundary.

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

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

FOR THE BOARD OF EDUCATION



President



Secretary

BY THE ADMINISTRATOR:



**POTTERVILLE PUBLIC SCHOOLS
EMPLOYMENT CONTRACT ADDENDUM
SUPERINTENDENT**

The Potterville Schools Board of Education (the "Board") and Superintendent Kevin Robydek agree to amend paragraph 3 of the Superintendent's Employment Contract as outlined below. Any term or condition not referenced below is controlled by Superintendent Robydek's current Employment Contract in effect from July 1, 2018 to June 30, 2021.

3. Evaluation. The Board shall review and evaluate the Superintendent's performance by December 31 of each calendar year during the term of his contract as required by MCL 380.1249 and MCL 380.1249b. The parties agree that this evaluation schedule satisfies the legal requirement to evaluate the Superintendent annually. The Superintendent shall remind the Board of this responsibility in the October regular meeting of the Board. The Superintendent shall provide written evaluation input, per the Superintendent's evaluation tool in use by the Board, during any Board meeting in the month of April. A written copy of the evaluation shall be delivered to the Superintendent and he/she shall have the right to make written reaction or response to the evaluation if desired. This response shall become a permanent attachment to the Superintendent's file.

This Addendum is executed by authorized officials in accord with official action by the Board at its meeting held on May 4, 2020.

POTTERVILLE PUBLIC SCHOOLS
BOARD OF EDUCATION

By: Stacy Ann Sipes
Its: Board President

SUPERINTENDENT

By: 