



**SUPERINTENDENT'S 2012-2015  
CONTRACT OF EMPLOYMENT**

This Superintendent's Contract of Employment ("Contract") is entered this 1st day of July, 2012 by and between the BOARD OF EDUCATION OF THE KALAMAZOO REGIONAL EDUCATIONAL SERVICE AGENCY (hereinafter the "Board") and Mr. Ronald Fuller (hereinafter the "Superintendent").

*Service Center*  
1819 E. Milham Ave.  
Portage, MI  
49002

*Early Childhood Education*  
Kalamazoo RESA West Campus  
4606 Croyden Ave.  
Kalamazoo, MI  
49006

*Juvenile Home School*  
1424 Gull Road  
Kalamazoo, MI  
49048

*Lakeside School*  
3921 Oakland Drive  
Kalamazoo, MI  
49008

*Valley Center School*  
3122 Lake St.  
Kalamazoo, MI  
49048

*WoodsEdge Learning Center*  
1501 E. Milham Ave.  
Portage, MI  
49002

*Young Adult Program*  
Kalamazoo RESA West Campus  
4606 Croyden Ave.  
Kalamazoo, MI  
49006

*Youth Opportunities Unlimited*  
422 E. South St.  
Kalamazoo, MI  
49007

1601 S. Burdick St.  
Kalamazoo, MI  
49001

16587 Enterprise Drive  
Three Rivers, MI  
49093

Kalamazoo  
Regional Educational  
Service Agency

1. **Term.** This Contract shall take effect on the 1<sup>st</sup> day of July, 2012, and continue in force through June 30, 2015, subject to extension and termination as set for the below.
2. **Extension.** Unless the Board gives written notice of non-renewal of this Contract to the Superintendent at least ninety (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 Public Act 183 of 1979. The Superintendent shall advise the Board in writing of this obligation during the month of February 2013. Any period of extension of this Contract shall be paid at the same bi-weekly installment rate in effect at the time of the extension, unless the board and the Superintendent mutually agree to a different rate of compensation. The decision not to renew this contract is at the sole discretion of the Board.
3. **Qualifications.** The Superintendent represents that he holds and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Department of Education, and those required by the Board to serve in the position assigned. Additionally, the Superintendent agrees, as a condition of his continued employment, to meet all continuing education requirements for the position assigned, as may be required by the State Board of Education. If at any time the Superintendent fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position as required herein, this Contract shall automatically terminate, and the Board shall have no further obligations hereunder.
4. **Duties.** The Superintendent agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. The Superintendent agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, the Superintendent

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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 Agency for which he is responsible during the entire term of this Contract. The Superintendent pledges to use his best efforts to maintain and improve the quality and efficiency of the operation of the Agency.

It is understood that the Board may change or modify the job duties of the Superintendent at any time. At a minimum, such duties require the Superintendent to serve as chief executive officer and chief administrative officer of the Board. He shall be expected, subject to the Board's desire in a particular matter, to:

- a. Present his recommendations to the Board on any subject under consideration by said Board;
- b. Attend each meeting of the Board;
- c. Serve as an ex-officio non-voting member of each committee established by the Board.

The Superintendent is responsible, subject to Board approval and ratification, for managing, organizing and arranging Agency operations and personnel in a manner that, in his judgment, best serves the Agency. The responsibility for selection, placement, and transfer of personnel is vested in the Superintendent subject to final approval by the Board.

5. **Compensation.** The Board agrees to pay the Superintendent during the term of this Contract in bi-weekly installments paid in accordance with Board policies and procedures.

- a. Compensation for the period between July 1, 2012 and June 30, 2013 shall be at the rate of One Hundred Sixty Eight Thousand One Hundred Forty Dollars (\$168,140.00) per year. 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 to below One Hundred Sixty Eight Thousand One Hundred Forty Dollars (\$168,140.00).

- b. Annuity – The board shall provide the Superintendent each year of this contract with a tax-deferred annuity in the amount of Forty Two Thousand, Seven Hundred and Eighty Nine Dollars (\$42,789.00).**

**6. Benefits.**

- a. Vacation – Thirty (30) working days of vacation will be provided for the Superintendent. The Superintendent shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of the business of the Agency. Carryover of remaining unused vacation days from year to year is not permitted. Unused vacation days will be forfeited.
- b. Hospital, Medical, Dental, Long-Term Disability and Personal Leave – The Board shall provide the Superintendent with the same hospital, medical, long-term disability and personal leave benefits as provided to other administrators employed by the Board.

The Board reserves the right to change the identity of the insurance carrier, policyholder or third-party administrator for any of its benefit programs 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 coverage for the Superintendent 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. The Superintendent is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The Board, by payment of the premium payments required to provide the above-described insurance coverage, shall be relieved from all liability with respect to insurance benefits.

- c. Life Insurance – The Board shall provide the Superintendent with term life insurance in the amount of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000). The Superintendent may elect to purchase an alternative life insurance policy at a cost not greater than that of Kalamazoo RESA's current carrier.
- d. Retirement – The Board shall pay the Superintendent's mandatory retirement contribution to the Michigan Public School Employees Retirement System or an equivalent amount to an annuity at the choice of the Superintendent.

- e. **Automobile** – The Board shall provide the Superintendent with a monthly automobile allowance of \$600.
  - f. **Professional Growth** – To encourage and foster continued professional growth, the Board shall pay the Superintendent's expenses to attend appropriate seminars or conferences approved by the Board.
  - g. **Organizations** – The Board shall pay the Superintendent's membership and dues in appropriate regional, state and national professional organizations approved by the Board.
  - h. **Reimbursement** – The Superintendent shall be eligible to be reimbursed for all reasonable expenses he incurs resulting from the performance of his duties under this Contract in accordance with the reimbursement procedures established by the Board.
  - i. **Other Benefits** – The Superintendent shall receive any and all other fringe benefits that the Board authorizes and approves for Administrators of the Agency which are not specifically covered by this Contract.
7. **Outside Activities.** The Superintendent may undertake non-district related activities (e.g. consultative work, speaking engagements, teaching, writings, lecturing) provided prior approval is received from the Board. If the Superintendent receives compensation for such activities, he will be required to use vacation time to cover the time missed from work. 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 attributed to the performance of outside activities.
8. **Evaluation.** The Board shall formally evaluate the Superintendent's performance not less than once each school year and completed no later than March 31 of such year. The evaluation process shall include but is not limited to a conference with the Superintendent.

Evaluation of the Superintendent's performance will include, but is not limited to, the following factors:

- a. Leadership in education
- b. Business and finance matters
- c. Employee relations
- d. Community relations
- e. Relationships with the Board of Education

In the event the Board in good faith establishes specific objectives against which the Superintendent's performance will be evaluated, both the objectives and the time within the objectives are to be attained shall be identified to the Superintendent.

If the results of the evaluation are, in the opinion of the Board, indicative that the Superintendent is meeting the performance expectations desired by the Board, then the Board shall notify the Superintendent in writing within thirty (30) days that his Contract will be extended for an additional year.

9. **Medical Examination.** The Superintendent shall, if required by the Board, and not less than once annually during employment, provide the Board with a report or reports of examinations by medical personnel for the purpose of determining that the Superintendent is capable of performing the essential job functions required by his assignment. Examinations necessary to obtain such report(s) shall be at Board expense. Examinations may include but are not limited to, at the Board's option, history, physical examination, psychological or psychiatric evaluation, lab tests, x-rays or any other test requested by the Board for any lawful purpose. By executing this Contract, the Superintendent hereby authorizes the release of any medical information by such medical personnel to the Board and authorizes the Board and any of its agents to provide the medical personnel with any and all information concerning the Superintendent's employment and any other pertinent information they may have, personal or otherwise. Any information obtained from medical or psychological examinations or inquires shall be considered and treated as confidential.

The Superintendent 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.

10. **Disability or Incapacity.** In the event of the Superintendent's mental and/or physical incapacity to perform the duties of his assignment, he shall be granted an initial leave up to ninety (90) work days for purpose of recovery. The Superintendent shall first exhaust any accrued vacation time. This leave time shall also be considered as leave time taken under the Family Medical Leave Act. Health plan premium payments shall be made on behalf of the Superintendent during this interval to the extent required by law. In order to utilize leave under this provision, the Superintendent shall first furnish medical certification to the Board (or its designee) respecting the necessity for

the leave. This certification, from the Superintendent's health care provider, shall include:

- a. The date the serious health condition commenced and the health care provider's best medical judgment concerning the probable duration of the condition including the probable duration of the Superintendent's present incapacity.
- b. Diagnosis of the serious health condition.
- c. A statement of regimen of treatment.
- d. An indication of whether inpatient hospitalization is required.
- e. An opinion of whether or not the Superintendent is able to perform the essential functions of this position.

The Board (or designee) may require a second opinion, at Board expense, by a physical selected by the Board.

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

Prior to the resumption of duties after an unpaid leave of absence for a serious health condition, the Superintendent shall provide to the Board a fitness for duty certification from the Superintendent's health care provider. A second opinion may be required by the Board, at its expense.

The Superintendent's employment is contingent upon being fit to fully perform the essential responsibilities of this position. In the event the Board determines that the Superintendent is not fit to fully perform his duties at the expiration of a leave period, it may terminate this Contract, and it shall have no further obligations hereunder. Such action by the Board shall not affect any rights the Superintendent may have under group long-term disability coverage.

11. **Errors and Omissions Coverage.** The Board agrees to pay the premium amount for School Board errors and omissions insurance coverage which includes the Superintendent while engaged in the performance of a governmental function and while the Superintendent is acting within the scope

of his authority. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of the Superintendent but in no case shall the coverage be extended to any demands, claims, suits, actions and/or legal proceedings brought against the Board or the School District by the Superintendent. 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 cannot be purchased in the amounts and/or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify the Superintendent. In that event, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to the Superintendent as is authorized under MCLA 691.1408.

12. **Suspension.** Whether pending the procedures set forth in paragraph 15 or pending an investigation of the conduct of the Superintendent, the Board may, in its sole discretion, direct that the Superintendent suspend all or any part of the performance of responsibilities and may assign the performance of such responsibilities to another person or persons. Such suspension of responsibilities shall be without loss of salary or other benefits under this Contract, until the Superintendent is either reinstated or terminated under this Contract.
  
13. **Termination.** The Board may terminate the Superintendent and this Contract at any time during its term hereof or any extension, for any act by the Superintendent of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetence or for any material breach of the terms and conditions of this Contract. The foregoing standards for termination of this Contract during its term do not apply to non-renewal of this Contract at the expiration of its terms, which decision is discretionary with the Board.

In the event the Board undertakes to dismiss the Superintendent during the term of this Contract, the Board shall notify the Superintendent in writing of the charges against him. If the Superintendent wishes to contest the charges, he shall respond in writing to each of the charges and may make a written request for a hearing before the Board within ten (10) days of his receipt of the charges. If the Superintendent does not contest the charges in the time and manner specified, the charges shall be considered admitted, and the Superintendent shall be considered to have waived any right to contest charges. If requested by the Superintendent, a hearing before the Board will be scheduled at a time and place set by the Board not less than seven (7) days or more than thirty (30) days after its receipt of the request. The hearing need not be conducted using formal trial or

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evidentiary procedures, but the Superintendent will be given an opportunity to address the charges. The Board shall notify the Superintendent of its decision in writing within fifteen (15) days of the close of the hearing or, if no hearing is requested, within fifteen (15) days of the Board's receipt of the Superintendent's written response to the charges. The Board's decision shall be final and binding on the parties, provided that it is not arbitrary or capricious.

In the event of termination of the Superintendent's employment during the term of this Contract, this Contract shall automatically terminate, and the Board shall have no further obligation hereunder.

14. **Tenure.** It is mutually understood and agreed that his Contract does not confer tenure upon the Superintendent in the position of Superintendent or any other administrative or teaching position in the District.

15. **Scope of Agreement.** This Contract constitutes the entire agreement by and between the parties and supersedes all prior statements, written or oral, and any prior contracts between the Board and the Superintendent. There are no representations or promises other than as set forth herein which have induced Superintendent to enter into this Contract. Superintendent agrees and understands that no employee or individual Board member is authorized to modify this Contract or enter into a new or different contract of employment. Modifications, additions or deletions to this Contract shall not be binding unless written, authorized by appropriate and lawful Board resolution, and signed by both parties. 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.

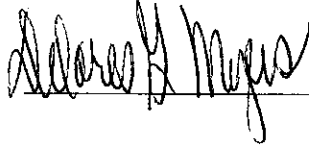
If, during the term of this Contract, a specific clause of the Contract is found to be illegal under state or federal law, the remainder of the Contract shall remain in full force and effect.

16. **Governing Law.** This Contract shall be governed in accordance with the laws of the State of Michigan.



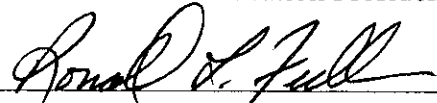
**BOARD OF EDUCATION OF THE KALAMAZOO  
REGIONAL EDUCATIONAL SERVICE AGENCY**

Dated: 6/29/12

By: 

Its: \_\_\_\_\_  
Board of Education President

Dated: 6/27/12

  
Superintendent