

**SOUTH HAVEN PUBLIC SCHOOLS
CONTRACT OF EMPLOYMENT - SUPERINTENDENT**

Pursuant to Section 1229(1) of the Revised School Code and in accordance with the action found in the minutes of the Board of Education (the "Board") of the **South Haven Public Schools** ("School District") meeting held on November 13, 2018, the Board employs **Kevin Schooley** ("Superintendent") for a three and one half (3½) year term commencing on January 2, 2019 and ending on June 30, 2022, according to the terms and conditions of this Contract of Employment as specifically described below. Any extension of this Contract requires the express approval of the Board.

1. **Duties.** Kevin Schooley shall faithfully and diligently perform the duties of Superintendent as required by law and as prescribed by the Board, as well as those duties that may be further established, modified, or amended from time to time by the Board.

- A. The Superintendent acknowledges the ultimate authority of the Board as to his duties and agrees to faithfully perform those duties and to diligently implement the Board's policies and education programs.
- B. The Superintendent is subject to assignment and transfer to another administrative position of employment with the District at the Board's discretion. In the event of such assignment/transfer, the Superintendent's salary, annuity, and other group benefits shall be those as stated in this Contract, or as such other terms that may be mutually agreed by the Superintendent and Board pursuant to ¶ 6.D. and ¶ 17.B.

2. **Performance.** The Superintendent agrees to devote his time, talents, skills, efforts, and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned, including compliance with the directives of the Board to carry out its policies and educational programs.

- A. The Superintendent agrees to comply with and fulfill all responsibilities and tasks for which he is responsible as required by state and federal law, as well as by the Board through its policies, regulations, and directives.
- B. The Superintendent pledges to use his best efforts to maintain and improve the quality of School District operations and to constantly promote efficiency in all areas of his responsibility.
- C. The Superintendent agrees that he will diligently and competently discharge his duties on behalf of the School District to enhance its operations and will use his best efforts to maintain and improve the quality of the District's programs and services.
- D. The Superintendent shall act as an advisor to the Board on matters pertaining to school administration, and shall inform the Board about administrative action taken on its behalf.

3. **Performance Evaluation.** The Superintendent's performance shall be evaluated by the Board, at least annually. This evaluation process shall comply with Section 1249b of the Revised School Code (or its successor provision), using multiple rating categories that take into account student growth data as a significant factor. See MCL 380.1249b. The Superintendent shall annually and in a timely manner provide written notice to the Board of its responsibility to evaluate his performance.

4. **Qualifications.** The Superintendent represents that he possesses and will maintain all certificates, credentials, and qualifications required by law, including Sections 1246 and 1536 of the Revised School Code, Michigan Department of Education regulations, and those required by the Board to serve in the position assigned.

- A. As a condition of his continued employment, the Superintendent also agrees to meet all continuing education requirements for the position assigned, as may be required by law or by the Michigan State Board of Education, and/or the Michigan Superintendent of Public Instruction
- B. If at any time the Superintendent fails to maintain all certificates, credentials, continuing education requirements, or qualifications for the assigned administrative position, this Contract shall automatically terminate and the Board shall have no further obligation under its terms.

5. **Residency.** The Superintendent shall establish and maintain his residence no further than twenty (20) miles from the School District's nearest boundary line, unless otherwise approved by the Board. This residency requirement is a condition of employment. If the Superintendent fails to satisfy this residency requirement, the Board has the right to immediately terminate this Contract.

6. **Compensation.** The Superintendent shall be paid at an annual (12-month) salary rate of not less than One Hundred Thirty-Five Thousand Dollars (\$135,000.00) in consideration of his performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board. Due to the Superintendent's mid-year start date, this salary amount shall be pro-rated for the 2018-2019 school year, ending on June 30, 2019.

- A. The annual salary shall be paid in twenty-four (24) equal bi-weekly installments, beginning with the commencement of the Contract year (July 1 - June 30).
- B. The Board retains the right to additionally increase the Superintendent's annual salary during the term of this Contract, but in no event shall the salary be less than that for the previous Contract year.
- C. Consistent with Section 1250 of the Revised School Code, the Superintendent's job performance and job accomplishment will be significant factors in determining any adjustment to the Superintendent's compensation. See MCL 380.1250.
- D. Any adjustment in salary made during the term of this Contract shall be in the form of a written amendment and, when executed by the Superintendent and the Board, shall become a part of this Contract.

7. **Annuity.** As additional remuneration, the Superintendent will receive an annual tax-deferred annuity contribution in the amount of ten percent (10%) of his annual salary for an annuity to be selected by the Superintendent from a list of eligible programs approved by the School District. Beginning in December, 2019, the Board shall make this payment in December of each Contract year. The Superintendent may elect to increase his contribution to this tax-deferred annuity by authorizing the School District to deduct additional sums of money from his bi-weekly paychecks.

8. **Outside Employment.** The Superintendent may not undertake consultative work, speaking engagements, writing, lecturing, or other professional obligations for interests or entities outside of the School District when such activities are not within the scope of duties customarily performed by the

Superintendent and would in any manner impair the time and effort required to be exerted by the Superintendent in discharge of his responsibilities under this Contract. The Board President must give prior consent for the Superintendent to engage in such activities.

9. **Fringe Benefits.** The Superintendent shall receive the fringe benefits set forth in the Fringe Benefit Supplement attached to and made a part of this Contract.

10. **Medical Examination.** The Superintendent shall submit to such medical examinations (including drug or alcohol tests), 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, or as may be directed by the Board to determine the Superintendent's ability to perform the essential job functions required by his assignment, with or without reasonable job accommodation(s).

- A. Upon the Board's request, the Superintendent shall authorize the release of medical information necessary to determine if the Superintendent is able to perform the essential job functions required by his assignment, with or without reasonable job accommodation(s).
- B. Any medical or psychological examination or disclosure of such information required of the Superintendent by the Board shall be job-related and consistent with business necessity.
- C. Any medical or psychological examination under this section shall be at Board expense and shall be conducted by appropriate medical personnel of the Board's choice.
- D. Any information obtained from medical or psychological examinations or inquiries shall be confidential. The Superintendent may receive the results of Board-ordered tests and examinations upon written request.

11. **No Tenure in Position.** The Superintendent agrees that he shall not be deemed to have been granted tenure in the administrative position initially assigned or to which he may be assigned or transferred or in any capacity other than that of a classroom teacher.

12. **Nonrenewal.** The Board's decision not to continue or renew the Superintendent's employment for any subsequent period in any capacity (other than as a classroom teacher as may be required by the Michigan Teachers' Tenure Act) shall not be deemed a breach of this Contract or a discharge or demotion under the Michigan Teachers' Tenure Act.

13. **Suspension and Termination.** The Board is entitled to suspend or terminate the Superintendent's employment at any time during the term of this Contract for any reason that is not arbitrary and capricious.

- A. The foregoing standard for termination of this Contract during its term shall not apply to nonrenewal of this Contract at the expiration of its term, which decision is discretionary with the Board and shall be governed by Section 1229 of the Revised School Code, MCL 380.1229.
- B. If the Board undertakes to suspend or terminate the Superintendent during the term of this Contract, he shall be entitled to a hearing before the Board, which shall be scheduled no sooner than ten (10) calendar days after providing to the Superintendent written notice of the charges. This timeline may be waived if mutually agreed by the parties.

- C. The Superintendent may be represented by legal counsel at this hearing, but at his expense.
- D. If the Board terminates the Superintendent's employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further contractual obligation to the Superintendent.

14. **Contract Termination by Superintendent.** This Contract may be terminated by the Superintendent upon written notice to the Board at least thirty (30) calendar days before the termination date specified in the Superintendent's written notice. The Board, in its sole discretion, may waive part or all of this thirty (30) day notice requirement.

15. **Arbitration.** If an unreconciled dispute relating to any provision of this Contract arises during the term of this Contract, the parties agree to submit such dispute to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association, and shall comply with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.

- A. The parties intend that this process of dispute resolution shall include all contract and statutory claims advanced by the Superintendent arising from his termination during the term of this Contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. However, this agreement to arbitrate does not restrict the Superintendent from filing a claim or charge with any state or federal agency (such as the Equal Employment Opportunity Commission or the Michigan Department of Civil Rights), and does not apply to any claims for unemployment compensation or workers' compensation which may be brought by the Superintendent. Instead, this agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings.
- B. This agreement to arbitrate means that the Superintendent is waiving his right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, the Superintendent has the right to representation by counsel of his choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery, and the right to a fair hearing. However, the Superintendent, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.
- C. The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and the Superintendent, subject to the Superintendent's right to seek to tax such fees as costs against the Board.
- D. Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within one hundred eighty (180) days of the effective date of the Superintendent's termination during the term of this Contract. The arbitrator's Decision and Award shall be final and binding and judgment thereon may be entered in the Van Buren County Circuit.

16. **Limitations.** The Superintendent agrees that any claim or suit arising out of her employment with the Board must be filed no more than six (6) months after the date of the employment action that is the subject of the claim or suit. The Superintendent understands that the statute of limitations for claims arising out of an employment action may be longer than six (6) months, but agrees to be bound by the six (6) month period of limitation set forth in this Contract and expressly waives any statute of limitations to

the contrary. Should a court of competent jurisdiction determine that this provision allows an unreasonably short period of time to commence a lawsuit, it is the parties' intent that the court will enforce this provision to the extent possible and declare the lawsuit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.

17. **Entire Agreement.** This Contract contains the entire agreement and understanding between the Board and the Superintendent about the Superintendent's employment. Prior or concurrent representations, promises, contracts, or understandings (written or oral) not contained in this Contract have no effect.

- A. Any prior agreement (written or oral) pertaining to the terms of this Contract is cancelled and superseded by this Contract. Provided, however, that this Contract is voidable under the Revised School Code's provisions pertaining to criminal history and records checks.
- B. No change or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board as reflected in its minutes, and signed by the Superintendent and the President and Secretary of the Board.
- C. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provisions of this Contract at such time or at any other time.

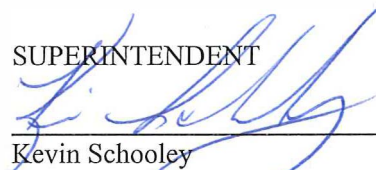
18. **Voidability.** If any provision of this Contract becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Contract shall continue in full force and effect without said provision(s).

19. **Applicable Law.** This Contract shall be governed by and interpreted in accordance with the laws of the State of Michigan.

20. **Authorization.** This Contract is executed on behalf of the School District pursuant to the authority contained in the Board resolution adopted on _____, 2018, the same being incorporated herein by reference.


IN WITNESS WHEREOF, the parties have caused this Contract, including the Fringe Benefit Supplement, to be executed on the day and year noted.

Date: Dec 12, 2018


SUPERINTENDENT

Kevin Schooley

SOUTH HAVEN PUBLIC SCHOOLS
BOARD OF EDUCATION

Date: Dec 12, 2018

By: 
Laura Bos
Its President

Date: Dec 12, 2018

By: 
Corey Davis
Its Secretary

FRINGE BENEFIT SUPPLEMENT

Pursuant to ¶ 9 of the Superintendent's Employment Contract, the Board shall provide the Superintendent with the following fringe benefits.

A. **Insurance Programs.** Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder, or third-party administrator, the Board shall make premium payments on behalf of the Superintendent and his eligible dependents for the listed group insurance plans, subject to possible modification as stated below. Such plans shall be identical to those available to other District administrators.

1. Health and hospitalization insurance
2. Dental insurance
3. Vision insurance
4. Long-term disability insurance

If the Superintendent elects to not be covered by health and hospitalization insurance, he shall instead receive a cash in lieu payment equal to the single subscriber hard cap amount in Section 3 of the Publicly Funded Health Insurance Contribution Act, MCL 15.563 as adjusted by the State Treasurer. This amount shall be distributed annually in cash (divided equally among the 24 pays or in a lump sum as the Superintendent may elect). In addition, the Board's annual contribution to the Superintendent's annuity in ¶ 7 shall be increased by Two Thousand Dollars (\$2,000.00)

The Superintendent agrees that the Board has the right to allocate to the Superintendent responsibility for a portion of the benefit plan costs for the insurance coverage specified above, as may be determined by the Board, in its discretion. This contribution, however, shall not be less than the statutory "hard cap" amount (as adjusted annually by the State Treasurer) necessary to comply with the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. Adjustments will be applied at the beginning of the medical benefit plan coverage year which begins on January 1 of each calendar year. The Board will notify the Superintendent of the amount for which he is responsible in excess of the Board-paid benefit plan costs contributions. The Superintendent agrees that the amount of benefit plan costs contributions designated by the Board as the Superintendent's responsibility shall be payroll-deducted from the Superintendent's compensation.

B. **Insurance Contracts.** The Board reserves the right to change the identity of the insurance carrier, policyholder, or third-party administrator for any of the coverage for the plans and programs identified in ¶ A, provided that comparable coverage (as determined by the Board) is maintained during the term of this Contract.

1. 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.
2. 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.
3. The Superintendent is responsible for ensuring the completion of all forms and documents needed to receive the above-described insurance coverage.

4. The Board, by remitting the premium payments required to provide the above-described insurance coverage(s), shall be relieved from all liability with respect to insurance benefits.

C. **Life Insurance.** The Board will pay the premium for term life insurance with benefits for up to two (2) times the Superintendent's annual salary if the Superintendent is insurable at customary rates. The Superintendent shall be permitted to purchase (at his cost) additional life insurance.

D. **Errors and Omissions Insurance.** The Board agrees to pay the premium amount for errors and omissions insurance coverage for the Superintendent while engaged in the performance of a governmental function and while the Superintendent is acting within the scope of his authority. The policy limits for this coverage shall be not less than One Million Dollars (\$1 million).

1. The terms of the errors and omissions insurance policy shall control the Superintendent's defense and indemnity. The Board's sole obligation shall be limited to the payment of premium amounts for the above errors and omissions coverage.
2. If such insurance coverage cannot be purchased in the above amount or at a reasonable premium rate, the Board will promptly notify the Superintendent of that fact and the parties will promptly meet and confer to reach a mutually agreeable solution to address that situation. In that event, the Board agrees on a case-by-case basis to consider providing legal defense or indemnification to the Superintendent as authorized under MCL 691.1408 and MCL 380.11a(3)(d).

E. **Vacation.** The Superintendent is employed on the basis of fifty-two (52) weeks of work per contract year (July 1 - June 30), as scheduled by the Board. The Superintendent shall be granted vacation time of twenty (20) working days per Contract Year, in addition to the holidays recognized by the School District and identified in ¶ F below.

1. The Superintendent shall schedule use of vacation days in a manner to minimize interference with the School District's business and orderly operation. All vacation scheduling is subject to the approval of the Board President.
2. Vacation days must be used within the Contract Year for which they are made available and shall not accumulate beyond the Contract Year.
3. The Superintendent shall be paid annually on a per-diem basis for any unused vacation days up to five (5) for that Contract Year. In compliance with Section 164a of the State School Aid Act, neither party intends that this monetary payment in lieu of unused vacation be used for the purpose of increasing the Superintendent's retirement benefits. See MCL 388.1764a.

F. **Holidays.** Consistent with the School District's calendar, the Superintendent is entitled to the following holidays for which no service to the School District is required: Labor Day, Thanksgiving and the day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Good Friday, Memorial Day, Independence Day. Holidays falling on non-work days will be honored on the closest work day before or after that holiday.

G. **Personal Business Days.** The Superintendent shall receive three (3) personal business days per Contract year, which shall not accumulate.

H. **Sick Leave.** If the Superintendent is absent from duty due to personal illness, he shall be allowed full pay for a total of 12 (twelve) days per Contract year. Unused sick leave days shall accumulate up to two hundred twenty (220) days and are not subject to payout.

I. **Disability Leave.** In the event of the Superintendent's mental 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. The Superintendent shall first exhaust any accumulated sick leave under ¶ H before triggering this paid disability leave. Upon using leave under this provision, the Superintendent shall furnish medical certification to the Board (or its designee) as to the necessity for the leave.

1. If the Board (or designee) has reason to doubt the validity of the medical certification supplied by the Superintendent, it may require a second opinion, at Board expense.
2. The Superintendent may request a ninety (90) work-day unpaid leave extension in the event of her physical or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is a verified prognosis that the Superintendent will be able to resume her duties at the end of the extended leave interval. Medical certification shall be supplied by the Superintendent as a condition to any leave extension. Any extensions of leave for this purpose shall be at the Board's discretion.
3. If the Superintendent is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any leave extension), his employment and this Contract may be terminated at the Board's option. However, no such termination shall occur when restoration after leave is required by the Family and Medical Leave Act.
4. Before any resumption of duty 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, unless the securing of the second opinion is precluded by the Family and Medical Leave Act.

J. **Reimbursed Expenses.** The District shall reimburse the Superintendent for all reasonable expenses resulting from the performance of his duties as Superintendent, including travel, meals, and lodging in accordance with the District's per diem expense and reimbursement procedures.

K. **Professional Development.** Subject to approval by the Board President, the Superintendent may attend appropriate professional meetings, conferences, or workshops at the local, state, and national levels, as well as training related to professional development and certification. The District shall pay the Superintendent's reasonable expenses related to said attendance including registration fees, tuition, travel, lodging, and meal expenses for himself in accordance with Board policy.

L. **Professional Dues.** The School District shall pay the Superintendent's association dues for membership in the American Association of School Administrators (AASA), the Michigan Association of School Administrators (MASA) and the MASA region in which the School District is located. The School District will pay the costs of other memberships for the Superintendent with prior approval from the Board.