

Contract of Employment

Dr. John Ritzler

It is hereby agreed by and between the Board of Education of the Cassopolis Public Schools (hereinafter "Board") and Dr. John Ritzler (hereinafter "Administrator") that pursuant to Section 1229(1) of the Revised School Code, the Board in accordance with its action found in the minutes of its meeting held on the 29th day of November, 2021, has and does hereby employ Dr. John Ritzler for a term commencing on January 3, 2022 and ending on June 30, 2025, according to the terms and conditions as described and set forth herein as follows:

1. Administrator shall perform the duties of Superintendent as prescribed by the Board and 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.
2. Administrator represents that he 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 to serve in the position assigned. Administrator agrees, as a condition of the continued employment, to meet all certification and continuing education requirements for the position assigned, as are and may be required by law and/or the State Board 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 School District during the entire term of this Contract. Administrator agrees to devote substantially all 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 effort to maintain and improve the quality of the programs and services of the School District.

4. The Board of Education shall pay the Superintendent a base compensation of \$70,000 as a salary paid in 26 equal installments, and in addition, a \$53,825 paid as a non-elective employer contribution made to a district approved employer 403(b)/401(a) plan of the superintendent's choosing. The contract shall be prorated in the event of less than a full school year of employment. Upon an "Effective" or "Highly Effective" evaluation total base compensation amount will increase annually by 2%. 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. In consideration of his performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board.

5. Administrator is employed based on fifty-two (52) weeks of work per contract/fiscal year (July 1 through June 30) as scheduled by the Board. Administrator shall be granted vacation time of twenty (20) days per fiscal year, which days shall be earned at a rate of 1.67 days per month. Administrator will be paid his per diem rate (yearly salary/260 workdays) for unused vacation days, with a cap of 10 days per year. Payment for unused vacation days shall be made in the first payroll of July proceeding the year that days go unused. Administrator shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District. All scheduling of vacation is subject to the approval of the Board or its designee.

6. The Board shall review this contract with the Superintendent annually and shall evaluate performance and decide on contract extension on or before June 30 of every contract year.

7. This Agreement may be extended by agreement of the parties or by operation of law. The Board shall review this Contract with the Superintendent annually, and shall, on or before the first Board meeting in February of each ensuing year, take official action determining whether or not it is extended for an additional year and notify the Superintendent of its action in writing. In the last year of this contract, the Board will make every effort to notify Administrator no later than January 1 of the year the contract is ending that it is considering non-renewal of this contract. A failure to provide such notification by January 1 will not, however, restrict the Board's ability to non-renew pursuant to state law or paragraph 9 of this contract. Should the Board of Education choose to non-renew this Agreement consistent with paragraph 9 but without notification by January 1, the Board of Education will provide three months' severance pay to Administrator following the end of the contractual period.

8. This employment contract may be terminated by: mutual agreement of the parties; retirement of the employee; death of the employee; or reasons that are not arbitrary or capricious. In the event that the Board undertakes to dismiss Administrator during the term of this Contract, he shall be entitled to written notice of charges and an opportunity address the charges before the Board.

9. Pursuant to Section 1229 of the Revised School Code, if the Board of Education intends to let the Superintendent's contract expire, it must provide the Superintendent with written notification of the Board's decision not to renew the contract at least ninety (90) days prior to the contract's expiration date. If the Board does not comply with this requirement, the Superintendent's contract is automatically renewed for an additional one (1) year period.

10. 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) workdays for purpose of recovery. The Administrator shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the ninety (90) workday period to be unpaid. Upon utilizing leave under this provision, Administrator shall furnish medical certification to the Board (or its designee) respecting the necessity for the leave.

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

Administrator may request a ninety (90) workday 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 a verified prognosis that Administrator will be able to resume his duties at the conclusion 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 Administrator is unable to or does not resume work at the conclusion of a leave taken under the 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.

11. 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.

12. 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 immediate family for enrollment in the following insurance programs:
 - a. Health coverage provided by the Board for the Administrator and his immediate family. The District will contribute the state hard cap. The Administrator shall be responsible for any annual premium in excess of the premium amount. The Administrator may pay his required premium on a pre-tax basis under the District's Section 125 Plan. Any portion of the premium that the Administrator is obligated to pay which is not paid under the District Section 125 Plan shall be paid through payroll deduction.
 - b. A qualified group term life insurance policy, including AD+D, in the fact amount of 1 V2 times the annual salary of the Administrator with a carrier to be selected by the Board.
 - c. Dental Insurance Plan as determined by the Board will be provided for the Administrator and immediate family.
 - d. Vision coverage will be provided for the Administrator and immediate family.

The foregoing insurance benefits shall be subject to the express terms, conditions and limitations set forth on the Master Contracts issued by the respective carriers to the Board.

The School District will pay the full premium for the above insurance benefits except as limited by the Michigan Publicly Funded Health Insurance Contribution Act (2011 PA 152). Administrator shall pay any premiums required over the School District's contributions allowed by the method selected by the District under 2011 PA 152. Administrator hereby authorize payroll deductions for the above amount. If the Superintendent elects to decline the health insurance, he will receive a premium amount equal to single coverage (up to the hard cap as limited as limited by the Michigan Publicly Funded Health Insurance Contribution Act. 2011 PA 152).

13. Administrator is entitled to the following holidays for which no service to the School District is required: Fall Break, New Year's Day, Martin Luther King, Jr. Day, President's Day, Good Friday, Memorial Day, July 4th, Friday before Labor Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, day before Christmas, Christmas Day, and the day before New Year's Day.

14. If Administrator is absent from duty on account of personal illness or disability, he shall be allowed full pay for a total of eleven (11) days per contract year. Unused paid leave days hereunder shall be cumulative to a maximum of one hundred forty (140) days for absence due to personal illness or disability of Administrator. Administrator may choose to turn in half of the remaining sick days, with a maximum of 5.5 accumulated sick days, at the daily rate of pay each year. The other half of their sick days would carry over to the following year.

Funeral leave exclusive of accumulated sick leave, shall be granted, with pay for a period not to exceed (5) days per incident to attend the funeral of immediate family to include: Spouse, son, daughter, father, mother, brother, sister, grandchildren, stepchildren.

A funeral leave exclusive of accumulated sick leave, shall be granted, with pay for a period not to exceed (2) days per incident to attend the funeral of the following: son-in-law, daughter-in-law, sister-in-law, brother-in-law, mother-in-law, father-in-law, grandparents, stepparent.

Should Administrator not complete a full school year, his annual sick leave for that year shall be prorated. When sick days are needed beyond what an individual has accrued, those additional days shall be deducted from the Administrator's pay. Such compensation will reduce their accumulated days accordingly. Any Administrator retiring, after 15 years of service with the District, as defined by MPSERS, shall receive compensation at the rate of Seventy-Five Dollars {\$75.00) for any unused sick days.

15. Administrator shall be eligible to be reimbursed for travel, meals and lodging in accordance with per diem expense and reimbursement standards and procedures established by the Board. Any expense to be incurred by Administrator for out-of-district travel shall be submitted in advance for review and approval by the Board. Administrator shall be required to present an itemized account of his reasonable and necessary expenses in accordance with direction of the Board or its designee.

Subject to express approval by the Board or its designee, the fees, or dues for membership in appropriate professional organizations shall be paid by the Board. Subject to prior approval by the Board, the Administrator may attend appropriate professional meetings at the local, state, and national levels and shall be reimbursed for any

registration fees, tuition, travel, lodging and/or reasonable meal expenses for herself in relation thereto not prepaid by the Board.

16. The District agrees that it shall defend, hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against Superintendent in his individual capacity, or in his official capacity as agent and employee of the District, provided the incident arose while Superintendent was acting during the course of his employment and within the scope of his authority and duties as Superintendent and are not contrary to established Board policy.

The Board shall provide general liability and errors and omissions insurance coverage to the Administrator in an amount no less than \$1,000,000.00 per occurrence to cover legal expenses in defense of claims and indemnification for judgments and settlements resulting from his functioning as Superintendent. This insurance benefit shall be subject to the express terms, conditions, and limitations set forth in the insurance policy purchased by the Board. The Board may, in its sole discretion, reimburse him for any portion of such expenses not covered by insurance. In no case will individual Board members be considered personally liable for indemnifying the Administrator against such demands, claims, suits, actions, and legal proceedings.

17. In addition, Administrator shall be given three (3) personal leave days at the start of the school year to be taken a full day or half day at a time. Both shall be for the purpose of permitting the Administrator to transact personal business, provided arrangements for leave have been made at least 24 hours in advance.
18. The Administrator shall live within a 20-mile radius of the District.
19. The Board agrees to pay actual cost of tuition and books for classes taken by the Administrator, up to the current charge per graduate credit at Western Michigan University. The Board limits its responsibility to a maximum of six (6) credit hours per year.
20. The Administrator shall devote his time, attention, and energy to the business of the School District. However, he may engage in lecturing and writing activities related to the educational field so long as such activities do not interfere with his duties and responsibilities to the School District. The Board is aware that Administrator teaches classes at the university level and does not consider that activity to be an interference at the current level.

21. This Contract contains the entire agreement and understanding by and between the Board and Administrator with respect to the employment of Administrator and no prior or concurrent representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect. All prior contracts or other agreement (written or oral) pertaining to the terms of this contract are cancelled and are superseded by the terms of this contract. Provided, that this Contract is voidable pursuant to the provisions of the Revised School Code pertaining to criminal records and criminal history checks.

No amendment to or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board reflected in its minutes, and signed by Administrator and the President and Secretary of 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.

22. In the event of any dispute arising out of the employment of Administrator, the parties will submit such 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. Arbitration under this provision shall be conducted pursuant to the terms of the Michigan Arbitration Act, MCL 691.1681 et seq and MCR 3.602.

The parties intend that this process of dispute resolution shall be inclusive of all contract and statutory claims advanced by Administrator arising from Administrator's employment under 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 Administrator 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 Administrator. Instead, this agreement to arbitrate claim applies to those matters which would otherwise be subject to state or federal court proceedings.

This agreement to arbitrate means that Administrator is waiving his rights to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, Administrator shall have 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, Administrator, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.

The arbitrator's fee and the costs imposed by the American Arbitration Association shall be paid by the Board, subject to the right of the Board to seek to tax such fees as costs against the Administrator for a frivolous claim.

Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within one year of the event giving rise to the dispute or of the termination of the contract (including the effective date of a discharge of Administrator during the term of this Contract), whichever comes first. The Decision and Award of the arbitrator shall be final, and binding and judgment thereon may be entered in the 43rd Circuit Court of Michigan (Cass County), pursuant to MCL 691.1681 et seq.

23. If any provision of this Agreement 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).
24. The superintendent and school board agree that all items under the compensation section of this contract are direct compensation for duties of the role as superintendent and the district will pay all applicable MPSERS cost on these items. If at any time there is a reimbursement from the ORS for contributions made from wages in this contract, or reimbursements from the ORS not yet paid from previous contracts entered into between Cassopolis Public Schools and Dr Ritzler, they will all be paid back (employer and employee) to Dr. Ritzler, to the extent permitted by law, through 403(b)/401(a) plan with no cash option given.
25. As further compensation for services performed pursuant to this agreement, for each year of this contract, the Board will make an annuity contribution of 11% of the Administrator's yearly base compensation (all compensation listed under paragraph "4" of this contract) on behalf of the Administrator.

In no event shall the contributions, when added to the contributions in paragraph "4", be made in excess of the Internal Revenue Service limit (over age 50) of \$67,500, for the 403(b), and \$61,000 for a 401(a), for a combined maximum of \$189,500 in the year of 2022 as indexed.

26. As further compensation for services performed pursuant to this agreement, the Board shall, during each year of this agreement, increase the Superintendent's annuity contribution by .5% of salary after the first 6 months and by 1% of salary at the beginning of each subsequent contract year.

27. Merit Pay: As further compensation for services performed pursuant to this agreement, the Board agrees to pay \$1,500 additional compensation for an overall performance appraisal of "effective" or \$2,000 in additional compensation for an overall performance appraisal of "highly effective".

28. This Agreement is executed on behalf of the Cassopolis Public Schools District pursuant to the authority granted as contained in the resolution of the Board adopted on November 29, 2021, 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.

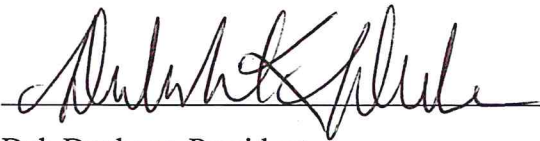
Date: 1-7-22



Dr. John Ritzler

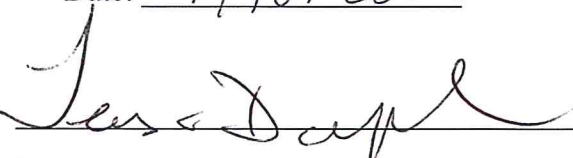
CASSOPOLIS PUBLIC SCHOOLS BOARD OF EDUCATION

Date: 1-7-22



Deb Deubner, President

Date: 1/10/2022



Teresa Dahlgren, Secretary