

SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

This Superintendent's Contract of Employment ("Contract") is entered this day of July 1, 2021, by and between the **BOARD OF EDUCATION OF THE KENT COUNTY INTERMEDIATE SCHOOL DISTRICT** (hereinafter the "Board" or "ISD") and **RONALD KOEHLER** (hereinafter the "Superintendent").

1. Term. Subject to the extension and termination provisions set forth below, this Contract shall take effect on the 1st day of July, 2021, and continue in force until June 30, 2023. On or before January 1, 2023, the Superintendent will meet with the Board to consider extending his contract for the 2023-24 school year.

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 Section 1229 of the Revised School Code. The Superintendent shall advise the Board in writing of this obligation during the month of February. Any period of extension of this Contract shall be paid at the same rate as is in effect at the time of the extension, unless the Board and the Superintendent mutually agree to a different rate of compensation which would include job performance and job accomplishments as significant factors in determining the rate. The decision not to renew this Contract is at the sole discretion of the Board.

3. Duties. Superintendent 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. Superintendent acknowledges the ultimate authority of the Board with respect to his/her responsibilities and directions related thereto. Superintendent is subject to assignment and transfer to another administrative position of employment in the School District at the discretion of the Board.

4. 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 assigned as required herein, this Contract shall automatically terminate, and the Board shall have no further obligations hereunder.

5. Assignment and 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. It is understood that the Board may revise, change, or modify the duties of the Superintendent at any time. The Superintendent agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board. Further, the Superintendent 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 ISD 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 ISD.

6. Compensation. The Board will compensate the Superintendent for his services in the manner provided below. All compensation may be subject to withholding for taxes and other deductions required by law.

a. Salary. The Board agrees to pay the Superintendent during the term of this Contract in accordance with Board policies and procedures at the following rate:

- i. 2021-22 School Year: Base salary of two hundred fifteen thousand dollars (\$215,000).
- ii. 2022-2023 School Year: Base salary of two hundred nineteen thousand, three hundred dollars (\$219,300).

The annual salary shall be paid in twenty-six (26) biweekly installments beginning with the commencement of the fiscal/contract year (July 1 through June 30).

Should Superintendent be assigned or transferred to another administrative position, the salary paid shall be as established by the Board for that position.

The Board hereby retains the right to increase the annual salary of Superintendent during the term of this Contract. Any such increase shall be reflected in a written amendment to this Contract.

b. Annuity. The ISD agrees to make contributions toward the tax-deferred annuity of the Superintendent's choice, in the amount of

- i. 2021-22 School Year: Ten Percent (10%) of the Superintendent's annual salary, as stated in Paragraph 5(a)(i) of this Contract.
- ii. 2022-23 School Year: Eleven Percent (11%) of the Superintendent's annual salary, as stated in Paragraph 5(a)(ii) of this Contract.

The Superintendent will designate the annuity of his choice by providing written notice to the Finance Director. Annuity contributions will be made by June 30 of each year.

c. Merit Pay. The Board of Education will establish the Superintendent's measurable goals in consultation with the Superintendent. On or before December 31 of each year, the Board will meet with the Superintendent to discuss his job performance and accomplishments. Merit pay shall be paid to the Superintendent for each year of active service under this

Agreement if the Superintendent earns an evaluation rating of effective or highly effective. The Superintendent shall receive the following amounts in annual lump sum payment as merit pay:

- i. 2021-22 School Year: Five percent (5%) of the Superintendent's annual salary set forth in Paragraph 5(a)(i).
- ii. 2022-23 School Year: Five percent (5%) of the Superintendent's annual salary set forth in Paragraph 5(a)(ii).

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. Longevity. The Board shall pay the Superintendent a longevity payment in the amount of
 - i. 2021-22 School Year: Two Percent (2%) of the Superintendent's annual salary, as stated in Paragraph 5(a)(i) of this Contract.
 - ii. 2022-23 School Year: Three Percent (3%) of the Superintendent's annual salary, as stated in Paragraph 5(a)(ii) of this Contract.

This retention compensation shall be paid to the Superintendent on or about June 30 of each year of the contract term and shall be paid in a lump sum payment.

7. Insurance Programs. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder, or third-party administrator, beginning July 1, 2021, the Board shall make premium payments on behalf of the Superintendent and his eligible dependents for the following listed group insurance plans, subject to possible modification as stated below:

- Medical health care benefit plan
- Dental insurance
- Vision insurance
- Long-term disability insurance

Those insurance plans shall be identical to those available to other District administrators. The Board has the right to allocate to the Superintendent the 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. The Board's contribution for the medical benefit plan shall not be less than the statutory amount 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 amount of benefit plan cost contributions designated by the Board as the Superintendent's responsibility shall be payroll-deducted from the Superintendent's wages.

If Superintendent makes a voluntary written election not to avail himself of the health /medical coverage offered by the Board, he will instead receive \$440.24, on a monthly basis, under a qualified Section 125 plan, on the further condition that Superintendent furnishes written evidence that he is enrolled in another health/medical benefits plan that meets the minimum value and coverage requirements of the Affordable Care Act.

8. Life Insurance. The Superintendent shall be afforded term life insurance coverage, with a benefit amount of twice the annual salary, on the condition that such life insurance coverage may be obtained at average cost to the ISD based on the Superintendent's age.

9. 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 this contract, provided that comparable coverage (as determined by the Board) is maintained during the term of this Contract.

- a. 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.
- b. 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.
- c. The Superintendent is responsible for ensuring the completion of all forms and documents needed to receive the above-described insurance coverage.
- d. The Board, by remitting the premium payments required to provide the above- described insurance coverage(s), shall be relieved from all liability as to insurance benefits.

10. ***Errors and Omission Insurance***. The Board will 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 Five Million Dollars (\$5 million).

- a. 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.

- b. 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).

11. Other Benefits. The Superintendent shall be entitled to the paid time off as outlined below. For the purposes of calculating the Superintendent's daily rate under this paragraph and its subparts, the parties will use the following equation:

The Superintendent's annual base salary under Paragraph 5(a)(i) or (ii) + annuity under Paragraph 5(b)(i) or (ii) + merit pay under Paragraph 5(c)(i) or (ii) + longevity under Paragraph 5(d)(i) or (ii) = Salary. The Superintendent's per diem rate is calculated by dividing the Superintendent's salary by 235 days (per diem = salary/235).

- i. *Holiday Pay*: The Superintendent will receive holiday pay, at his then-current daily rate, for the following holidays: July 4th, Friday before Labor Day, Labor Day, Thanksgiving, Friday after Thanksgiving, Winter Break, Spring Break, and Memorial Day.
- ii. *Vacation, Personal and Sick/Bereavement Pay*: The Superintendent shall also be entitled to up to 25 vacation, and 12 personal/sick days each school year (July 1 to June 30), which will be paid at the Superintendent's then-current daily rate.
- *Advance Notice*. The Superintendent must notify the Board President, and receive advance approval, before taking vacation and personal days.
 - *Vacation Day Use or Exchange*. Vacation days shall not accumulate and must be used or converted to compensation by July 1. The Superintendent may exchange unused vacation days for compensation received through regular payroll at his at his daily rate. The exchange of unused vacation days must be submitted in writing to the Board President on or before June 1.
 - *Sick Day Accumulation*. The Superintendent accumulated 233 sick days during his previous employment with the Board. Effective July 1, 2021, the Superintendent's pre-existing sick day accumulation will be reinstated and available for his use.
 - *Personal/Sick Day Use or Reimbursement*. Personal/sick days that are unused by June 30 may be added to accumulated sick days. Upon the Superintendent's separation of employment from the ISD, the Board will reimburse the Superintendent for his unused sick days at a rate of one hundred dollars (\$100) for each unused sick day. The Superintendent will receive the sick day reimbursement in the form of compensation received through

regular payroll, Bereavement days do not accumulate and the Superintendent shall not receive any additional compensation in lieu of unused bereavement days.

12. Reimbursed Expenses. The District shall reimburse the Superintendent for all necessary and reasonable expenses incurred 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.

13. Mileage. The Superintendent will be entitled to mileage reimbursement, at the standard Internal Revenue Service rate, for all school-related travel, excluding regular travel to and from his home and any ISD school building at the beginning or end of the workday. To be eligible for mileage reimbursement, the Superintendent must submit appropriate documentation to the Finance Department, in accordance with ISD policy and procedure.

14. Professional Development. The Superintendent may attend appropriate professional meetings, conferences, or workshops at the local and state levels, as well as training related to professional development and certification. The District shall pay the Superintendent's reasonable expenses related to that attendance including registration fees, tuition, travel, lodging, and meal expenses for herself in accordance with Board policy. The Superintendent may attend appropriate professional meetings at the national level, the expenses of which will be paid by the District only with prior approval from the Board President.

15. Professional Organizations. The 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 District is located. Upon appropriate notice to and approval of the Board President, the District will also pay the reasonable dues and fees necessary to support the Superintendent's membership in other national, state and local educational and civic organizations as deemed appropriate by the parties for the Superintendent's role as an educational leader of the District.

16. Outside Activities. The Superintendent may undertake non-ISD 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 personal or 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 attendant to the performance of outside activities.

17. Evaluation. The Board shall evaluate the Superintendent's performance in accordance with Sections 1249 and 1249b of the Revised School Code and Board policy. The evaluation process shall include but is not limited to a conference with the Superintendent.

In the event the Board determines that the performance of the Superintendent is ineffective, the Board shall describe in writing, in reasonable detail, specific instances of ineffective performance.

The evaluation shall include recommendations as to areas where the Board deems performance to be ineffective and an action plan addressing such areas. The Superintendent shall have the right to make a written response to the evaluation, which shall be attached to the Board's written evaluation.

18. 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 that assignment, with or without reasonable job accommodation(s).

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).

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.

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.

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.

19. Disability or Incapacity. 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 this contract 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.

- a. 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. The Superintendent may request a ninety (90) work-day unpaid leave extension in the event of his 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 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. Any extensions of leave for this purpose shall be at the Board's discretion.
- b. 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.

- c. 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.

20. 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) is not a breach of this Contract or a discharge or demotion under the Michigan Teachers' Tenure Act.

21. 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 a material breach of this Contract or for any reason that is not arbitrary or 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.

22. Contract Termination by Superintendent. This Contract may be terminated by the Superintendent upon written notice to the Board at least ninety (90) 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 ninety (90) day notice requirement.

23. Tenure. It is mutually understood and agreed that this Contract does not confer tenure upon the Superintendent in the position of Superintendent or any other administrative or

teaching position in the ISD.

24. No Representations. The Board has allocated wages/compensation under this Contract between salary, merit pay, longevity, and annuity contributions, as requested by the Superintendent. Board makes no representations as to the advisability or impact of these allocations for purposes of the Superintendent's tax, retirement, or financial planning. Board provides no assurances for purposes of retirement benefits. The Superintendent has been provided an opportunity to consult with legal counsel, financial advisors, retirement advisors, and others as the Superintendent deemed appropriate in requesting these allocations and has not relied on any representations by Board.

25. Arbitration. If a dispute arises between the parties relating to discharge of the Superintendent during this Contract, the parties agree to 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 dispute resolution shall be inclusive of all contract and statutory claims advanced by the Superintendent arising from the Superintendent's discharge during this Contract. 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. This agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings. The Superintendent acknowledges he 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 shall have the right to representation by counsel of his choice, the right to appointment of a neutral arbitrator, 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.

The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by Board and the Superintendent, subject to the right of the Superintendent to seek to tax such fees as costs against Board. Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on Board within one hundred eighty (180) days of the effective date of the Superintendent's discharge during the term of this Contract and to enforce the award.

26. Limitations Period. The Superintendent agrees that any claim or suit arising out of his employment with the Board must be filed no later 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 twelve (12) 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 should 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.

27. Entire Agreement. This Contract contains the entire agreement and understanding between the Board and the Superintendent about his employment with the District. 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 Board President and Secretary.
- 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.

28. Severability. 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).

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

30. Counterparts. This Contract may be executed in one or more counterparts, including by electronic signature, each of which shall be deemed to be an original, but all of which constitute one and the same agreement.

31. Authorization. This Contract is executed on behalf of the District pursuant to the authority contained in the Board motion adopted on June 14, 2021, the same being incorporated herein by reference.

KENT COUNTY INTERMEDIATE SCHOOL

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DISTRICT

Dated: 7-19-21.

By Andrea Hainle
_____, Its President

SUPERINTENDENT

Dated: June 30, 2021.

Ronald Koehler

Ronald Koehler