

REETHS-PUFFER SCHOOLS

SUPERINTENDENT’S CONTRACT FOR EMPLOYMENT

It is hereby agreed by and between the Board of Education of the Reeths-Puffer Schools (hereinafter “Board”) and Steven L. Edwards (hereinafter “Superintendent”) 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 18th day of September, 2017 has and does hereby employ the said Steven L. Edwards for a six (6) year period commencing on July 1, 2017 and ending on June 30, 2023, according to the terms and conditions as prescribed and set forth herein as follows:

1. DUTIES

The 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. The Superintendent acknowledges the ultimate authority of the Board with respect to his responsibilities and directions related hereto.

The Superintendent represents that he possesses, 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 are and may be required by law and/or 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 obligation hereunder.

The Superintendent agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position of superintendent. Additionally, 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 polices of the School District during the entire term of this Contract. The Superintendent agrees to devote substantially all of his business time, attention and services to the diligent, faithful and competent discharge of his duties on behalf of the School district to enhance the operation of the School district and agrees to use his best efforts to maintain and improve the quality of the programs and services of the School District.

2. EVALUATION

The Superintendent’s performance shall be evaluated by the Board annually, not later than June 30.

3. TENURE

The Superintendent agrees that he shall not be deemed to be granted continuing tenure in the position of superintendent. Nor shall the decision of the Board not to continue or renew the employment of the Superintendent for any subsequent period be deemed a breach of this Agreement or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

4. PROFESSIONAL LIABILITY

The Board agrees to pay the premium amount for errors and omissions insurance coverage for Administrator while engaged in the performance of a governmental function and while the Administrator is acting within the scope of his/her authority. The policy limits for this coverage shall be not less than \$6,000,000. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of Administrator. 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 above amounts and/or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify Administrator. In that event, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to Administrator as is authorized under MCL 691.1408 and MCL 380.11a (3)(d).

5. COMPENSATION

The Superintendent shall be paid at an annual (12 Month) salary rate of not less than **One Hundred Twenty One Thousand One Hundred Fifty-Six Dollars (\$121,156)** in consideration of his performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board. As additional remuneration for service, the Board shall annually remit on behalf of the Superintendent the amount of Thirty-Six Thousand Dollars (\$36,000) into a non-elective employer-contributed tax-deferred annuities designated by the Superintendent.

The annual salary and annuity remittances shall be disbursed in equal bi-weekly installments on the School District's regular payroll.

The Board retains the right to increase the annual salary of the Superintendent during the term of this Contract. Any increase in salary made during the term of this Contract shall be prospective only, and must be in the form of a written amendment executed by the Superintendent and authorized representatives of the Board.

6. The Superintendent is employed on the basis of fifty-two (52) weeks of work per contract/fiscal year (July 1 through June 30) as scheduled by the Board. The Superintendent shall be granted vacation time of thirty (30) days per fiscal year and personal days of five (5) per fiscal year. Vacation days must be used within the fiscal year for which they are made available; however, with permission by the Board President, vacation days may be carried over to the following fiscal year. The Superintendent may, at his discretion, be compensated on a per diem basis for up to 10 unused vacation days annually. Any unused personal days during the fiscal year may be added to accumulated sick days. The Superintendent shall schedule vacation and personal 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 President.

7. 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 the Superintendent and his eligible dependents for the following insurance programs:
 - Health, Dental, Vision, and Long-Term Disability insurance as provided to other administrative employees. The Superintendent will pay the same co-pay as other Administrators toward Health, Dental, and Vision Coverage.
 - Life insurance equal to two times annual salary offered by the District
8. The Board reserves the right to change the identity of the insurance carrier, policyholder or third party administrator for any of the above coverage(s) as determined by the Board, is maintained during the term of this Agreement. The Board shall not be required to remit premiums for any insurance coverage(s) 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 remitting the premium payments required to provide the above-described insurance coverage(s), shall be relieved from all liability with respect to insurance benefits.
9. The Superintendent is entitled to the following holidays for which no service to the School District is required: January 1, Memorial Day, July 4, Labor Day, Thanksgiving Day and Friday Following, December 24, 25 and 31.
10. The Superintendent shall be eligible to be reimbursed for travel out of Muskegon County, all meals and lodging in accordance with per diem expense and reimbursement standards and procedures established by the Board. Any expense to be incurred by the Superintendent for out-of-district travel shall be submitted in advance for review and approval by the Board President. The Superintendent 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 approval by Board, the fees and dues for membership in appropriate professional and civic organizations shall be paid by the Board. Subject to prior approval by the Board President, the Superintendent 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 himself in relation thereto not prepaid by the Board.

The Board will pay tuition and book costs for Ed.S. coursework for the Superintendent. Other educational fees may be paid for the Superintendent upon prior Board approval.

11. Beginning on June 29, 2015 and repeating each June 29 (at the end of each subsequently completed school year by the Superintendent), a sum of \$20,000 in deferred compensation will be credited/allocated/earned by Superintendent for previous years' work. Upon separation from the District, the Superintendent and Board Representative shall agree upon whether or not the distribution of accrued total will be over a 1, 2, or 3 year period.
12. Upon resigning from the District with fifteen (15) or more years of service to the District and upon concurrently retiring under the Michigan Public School Employees Retirement Act, the Superintendent shall be eligible for both of the following severance benefits:
 - A. Payment for unused accumulated sick leave at eighty-Five Dollars (\$85.00) per day.
 - B. Contribution of a lump sum amount of Seventeen Thousand Dollars (\$17,000) to a 403b non-elective employer-contributed annuity. This remittance shall be subject to and made in accordance with applicable regulations of the Internal Revenue Service. If any amount of the annuity contribution under this provision would cause the Superintendent to exceed his applicable contribution limit under Section 415C of the Internal Revenue Code for the Superintendent's limitation year, the portion of the annuity contribution in excess of the Superintendent's contribution shall be deferred up to one year, into the next succeeding limitation year, and at that time such excess amount shall be paid into the Superintendent's designated 403b product as a non-elective employer contribution.

The Superintendent is entirely and exclusively responsible for any taxation consequences associated with payment, contribution withdrawal of any amounts contributed by the board to a 403B annuity and agrees to indemnify and hold harmless the District and its Board of Education from any and all amounts of tax liabilities, assessments or penalties in connection therewith.

13. TERMINATION PROVISIONS

The Board shall be entitled to terminate the Superintendent's employment at any time during the term of this Contract when it determines that the Superintendent has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if the Superintendent materially breaches the terms and conditions of this Contract, or for other causes found to be sufficient by the Board.

The forgoing standards for termination of this Contract during its term shall not be applicable to non-renewal of this Contract at the expiration of its term, which decision is discretionary with the Board.

In the event that the Board undertakes to dismiss the Superintendent during the term of this Contract, he shall be entitled to written notice of charges and an opportunity for a hearing before the Board. In the event of termination of employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

14. DISPUTE RESOLUTION

In the event of a dispute between the parties relating to any provision of this Agreement, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this Agreement, the parties hereby agree to submit such to binding arbitration. Such arbitration shall be conducted under the rules of, and administered by, the American Arbitration Association. The arbitrator's fee and the expense of the American Arbitration Association shall be paid for by the Board of Education. All parties are entitled to have representation of their own designation. The cost for such representation shall be paid for by the District.

- 16. This Contract contains the entire agreement and understanding by and between the Board and the Superintendent with respect to the employment of the Superintendent and no representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect. All prior agreements pertaining to, connected with, or arising in any manner out of the employment of the Superintendent by the board, are hereby terminated and shall hereto after be of no force or effect whatsoever. Provided, that this contract is voidable pursuant to the provisions of the Revised School Code pertaining to criminal record 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 and reflected in minutes, and signed by the Superintendent 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 or at any other time.

- 17. 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).

- 18. This Agreement is executed on behalf of the Reeths-Puffer Schools pursuant to the authority granted as contained in the resolution of the Board adopted on July 24, 2017 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 set above written.

Date: 7/24/17

St (a)
Superintendent

Reeths-Puffer Schools Board of Education

Date: 7/24/17

By Ku Kelly
President

By _____
Secretary