

VICKSBURG COMMUNITY SCHOOLS

EMPLOYMENT AGREEMENT

FOR THE

SUPERINTENDENT

THE AGREEMENT entered into this 1st day of July 2019, by and between the **Vicksburg Community Schools** and **KEEVIN J. O'NEILL**, an individual.

WITNESSETH:

The general purpose and objective of this Agreement is to set forth the salary, terms, working conditions, and responsibilities of the Superintendent for the Vicksburg Community Schools and to establish the policy governing the basic operational procedures between the Board of Education and the Superintendent, including the principles involving the delegation of authority. It is the intention of the Board of Education to make available to all employees, who are not covered by a collective bargaining agreement, a "Right of Appeal" relative to policy and procedures from the operating management level downward. It is further the intention of the Board of Education to provide for an understanding relating to the flow of information from residents of the School District, when received by a Board member, for action by operating management and to define the relationship that will exist between the Board of Education and the Superintendent, who is employed by the Board of Education on behalf of the Vicksburg Community Schools.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and of the mutual benefits herein provided, the Vicksburg Community Schools, herein referred to as the "Board" and Keevin J. O'Neill, herein referred to as the "Superintendent," agree as follows:

The Superintendent is expected to produce results and furnish the Board, at least annually, information in a manner which indicates the Board's policies, plans, and programs are being implemented and carried out. The Superintendent's performance cannot be of the best, unless he is given latitude to exercise his independent judgement in executing policies of the Board. The Board acknowledges that obligation and hereby gives the Superintendent that latitude of judgement and discretion which is within the scope of applicable law and necessary in connection with the performance of operating management functions and in carrying out all of the policies of the Board.

Section 2: All complaints received by a Board member relative to the Superintendent of school operations shall be communicated to the Superintendent or his designated representative. If relayed to a designated representative, such management staff member or other supervisor shall notify the Board member and the Superintendent, in writing, of the action taken and the final disposition of the matter.

Section 3: The Superintendent shall keep the Board adequately informed on all procedures developed for the prompt handling of requests or complaints received by a Board member and related to operating management or other requests or complaints received by other personnel.

Section 4: It shall be the policy of the Board to refrain, as individuals, from discussing management problems with personnel who work for the School District, except in cases where the Board may deem it necessary to confer with personnel at regular or special meetings of the Board.

Section 5: It shall be distinctly understood that the “flow” of authority for the management of the School District shall pass through the Superintendent, and the Superintendent shall be the connecting link between the Board and the employed personnel.

ARTICLE I – BOARD RESPONSIBILITIES

Section 1: It is understood and agreed that good management is the most important factor in the success of the Vicksburg Community Schools. The Board of Education is solely responsible for the management of the School District and that the policies, plans, and programs of the Board of Education are implemented through the Superintendent.

Section 2: The Board shall have the authority to employ and remove from employment the Superintendent for good and sufficient cause. Likewise, the Board shall have the responsibility of evaluating the performance of the Superintendent and shall perform said evaluation at least on an annual basis. Said evaluation shall occur no later than the 4th Monday of March, in a closed session with the Board of Education, unless the Superintendent requests an open session. Said Superintendent shall have a reasonable opportunity to correct any deficiencies, which may be from time to time identified. The results of the review shall be in writing. If the review is not completed by April 1, or such later time as agreed upon in writing, the Superintendent’s performance shall be conclusively presumed to have been satisfactory.

ARTICLE II – SUPERINTENDENT RESPONSIBILITIES

Section 1: The Board recognizes its responsibility for delegation of responsibility to the Superintendent relative to the execution of policies, plans, and programs and delegation of commensurate authority for their execution will be automatically granted, unless expressly reserved to the Board at the time of their enactment. The Superintendent shall have the authority to hire additional or replacement personnel, promote, lay off, discipline or terminate personnel, and provide for training and development of employees in accordance with applicable law and/or Board policy. The salary, wages, benefits and working conditions of all employees must have the concurrence of the Board. The Superintendent shall be responsible for the economical and expeditious execution of the policies, plans, and programs of the Board.

Section 2: The Superintendent shall be regarded as the educational leader and chief administrator of the School District and will be expected to formulate recommendations in the areas requiring policy development and appropriate action by the Board.

Section 3: The Superintendent will be expected to formulate and provide appropriate justification for all work plans and programs submitted to the Board for their adoption.

Section 4: The Superintendent will be expected to judicially use all discretionary authority contained in approved policies, plans, and programs. Reports on the use of delegated authority concerning the status of all educational and athletic programs, student and academic discipline, parental and community support and involvement, equipment procurement and maintenance, facility maintenance, personnel administration and employee relations programs and other pertinent matters may be required at scheduled intervals and at other times as deemed necessary by the Board.

Section 5: The Superintendent shall be responsible for establishing administrative directives required for effective operations and personnel administration. The number and scope of such internal directives will be at the Superintendent's discretion. However, it is the Board's intention that one such internal administrative bulletin will enable individual employees, who are not covered by a collective bargaining agreement, to seek redress and/or suitable explanation of management of supervisory actions. It is further intended that such right of appeal will go no higher than the Board of Education, but through channels and/or defined organization levels. At his discretion, the Superintendent may use the assistance of Board-approved outside consultants or specialists in an advisory capacity to find a suitable solution to problems confronting the Board of Education.

ARTICLE III – OPERATING PROCEDURES

Section 1: The Board recognizes that efficient management of the School District can exist only through mutual understanding and complete cooperation between the Board and the Superintendent. The Superintendent shall provide full and complete information to the Board concerning all matters connected with the operation and management of the School District as may be required by the Board.

ARTICLE IV – TERMS AND CONDITIONS

Section 1: The Board hereby employs Keevin J. O'Neill as its Superintendent of Schools and Keevin J. O'Neill hereby accepts employment by the Board of Education of the Vicksburg Community Schools of Kalamazoo County as its Superintendent upon the terms and conditions set for therein.

Section 2: The terms of this Employment Agreement shall be from July 1, 2019 through June 30, 2022, subject to such further extensions as may be agreed upon by the parties. Based on a satisfactory evaluation, the renewal or extension of this Employment Agreement shall be placed on the Board agenda no later than

the fourth Monday of the month of March. In the event either party hereto does not agree to renew or extend this contract upon its expiration, said party shall give the other party ninety (90) days written notice prior to the expiration date referred to above. The failure of either party to serve upon the other party the required ninety (90) days written notice shall automatically extend this Agreement for one (1) calendar year. The Board recognizes the right of the Superintendent to pursue other job opportunities as part of his career development and that the Superintendent may terminate this Agreement upon giving one hundred eighty (180) days advanced written notice to the President of the Board of Education of the Vicksburg Community Schools.

Section 3: For all services rendered by the Superintendent, the Board shall compensate the Superintendent with a proration annualized salary of **(\$137,436) One Hundred Thirty-Seven Thousand Four Hundred Thirty-Six Dollars** payable in twenty-six (26) equal bi-weekly installments. Said salary shall also be subject to an increase effective as of July 1 each calendar year as determined by the Board. The base annual salary for any subsequent contract year shall not be less than the base annual salary set forth above, unless mutually agreed upon between the parties hereto and shall become effective July 1 of that contract year.

Section 4: The Superintendent shall participate in the Vicksburg Community Schools Administrative Incentive Goal Program, as specified by the Board President and qualify for an annual goals bonus on the basis of completed Board approved incentive goals as funded on an annual basis by the Board of Education.

Section 5: Second party shall receive an Employer paid 403(b) contribution in the amount of **ten thousand dollars (\$10,000)**, eight hundred thirty-three dollars thirty-three cents (\$833.33) per month. Monthly payment shall be made to a qualified plan chosen by the second party for the duration of this contract. Note that this contribution is provided as a fringe benefit and may not be paid in any other form than as written above.

Section 6: The Superintendent shall have the privilege of and shall participate in any present or future pension, retirement or other compensation or incentive plans, hospitalization plan, twelve (12) sick leave days per year cumulative to ninety-five (95) days, two (2) days per year of which may be used for personal business, and similar employee fringe benefit plans, on the same basis as other administrators, as adopted by the Board for the benefit of management team members.

Section 7: The Superintendent shall be entitled each contract year to a vacation of four (4) weeks per year as per Board Policy. Up to one-week unused vacation may be paid out at the end of the year, with Board President approval.

Section 8: The Superintendent shall be furnished with an office, administrative support, automobile or automobile allowance, appropriate gasoline and/or credit cards, and such other facilities, equipment and services suitable to his position and adequate for the performance of his duties. The Board agrees to pay the

Superintendent's professional dues in the American and Michigan Associations of School Administrators and other professional affiliations as mutually deemed appropriate.

Section 9: The Superintendent is hereby authorized to incur reasonable expenses for and in the performance of his duties, including attending hearings and out-of-state conferences and conventions, subject to approval of the Board. The Superintendent shall be authorized to attend state-wide school-related workshops and state conventions of the Michigan School Boards Association on behalf of the School District, including reasonable and necessary expenses for travel, and similar items, subject to approval of the Board. The Board shall provide for the reimbursement of all reasonable and necessary out-of-pocket expenses incurred while representing the Board, upon the presentation by the Superintendent of an itemized account of such expenditures in accordance with Board direction.

Section 10: The Superintendent shall not obtain tenure in the District as an administrator by virtue of employment in the District.

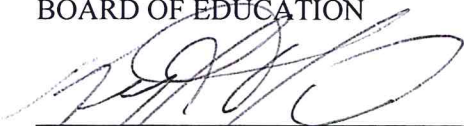
Section 11: Any kind of claim arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration in the Village of Vicksburg, Michigan, in accordance with the rules then pertaining to the American Arbitration Association. The decision of the arbitrator shall be final and binding upon the parties hereto and judgement upon the award rendered may be entered in any court having jurisdiction thereof.

Section 12: This Employment Agreement contains the entire agreement of the parties. It may not be changed orally, but only by an agreement in writing, signed by the parties against whom enforcement of any waiver, change, modification, extension or discharge is sought.


IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

VICKSBURG COMMUNITY SCHOOLS

BOARD OF EDUCATION



Keevin J. O'Neill, Superintendent



Virgil C. Knowles, President