

Thornapple Kellogg Schools
Contract of Employment - Superintendent

Pursuant to Section 1229(1) of the Revised School Code and in accordance with the action found in May 12, 2025, meeting minutes of the **Board of Education** ("Board") of the **Thornapple Kellogg Schools** ("School District"), the Board employs **Robert Pouch** ("Superintendent") for a period effective July 1, 2025 and ending on June 30, 2028, 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.*** The Superintendent shall faithfully and diligently perform the duties and obligations customary to the position 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. 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, regulations, rules, directives, and education programs.
2. ***Qualifications.*** The Superintendent represents that he possesses and will maintain all certificates, credentials, and qualifications required by law, including, but not limited to, Revised School Code Sections 1246 and 1536, applicable administrative regulations, and those required by the Board to serve in the position assigned, including, but not limited to Board Policy.
 - A. As a condition of continued employment, the Superintendent also agrees to meet all certification and continuing education requirements for the position assigned, as may be required by law, including applicable administrative regulations.
 - B. If at any time the Superintendent fails to maintain all certificates, credentials, continuing education requirements, or qualifications required for the assigned administrative position, this Contract shall automatically terminate, and the Board shall have no further obligation.
 - C. The Superintendent shall supply copies of all current certificates, credentials, and continuing education credits to the Board at least 30 days prior to the first day of employment. The Superintendent shall supply copies of future certificates, credentials, and continuing education credits to the Board with 30 days of completion.
3. ***Performance.*** The Superintendent will devote his talents, skills, efforts, and abilities toward competently and proficiently performing all duties and responsibilities of the position assigned, including compliance with any and all lawful directives of the Board to carry out its policies and educational programs.
 - A. The Superintendent will comply with and fulfill all responsibilities and tasks for which he is required by state and federal law and regulation, as well as by the Board through its lawful policies, regulations, and directives.

- B. The Superintendent will use his best efforts to maintain and improve the quality of School District operations and to promote efficiency in all areas of his responsibility.
 - C. The Superintendent 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 School District's programs and services.
 - D. The Superintendent will be expected to attend meetings of the Board, unless there is good reason for his absence, and to the extent practicable, he provides notice to the Board President. The Superintendent will also not be expected to attend Board meetings for which he is excused under Board policy, such as meetings related to evaluation and negotiation deliberations pertaining to the Superintendent. The Superintendent agrees to present his recommendations to the Board on any subject under consideration by the Board.
 - E. The Superintendent agrees to serve, at the request of the Board President, as a non-voting member of any Committee/Ad Hoc Committee.
4. ***Performance Evaluation.*** The Superintendent's job performance shall be evaluated by the Board in writing and at least annually and no later than May 31 of each Contract year. The evaluation shall comply with Section 1249 and 1249b of the Revised School Code (or its successor provisions). See MCL 380.1249 and 380.1249b.
- A. The Superintendent shall annually provide a written reminder to the Board of its evaluation obligation at the March regular meeting of the Board.
 - B. Upon request of the Board, the Superintendent shall provide proposed criteria for such evaluation and shall fully cooperate with the Board in providing all information necessary for the Board to perform such evaluation.
 - C. A written copy of the final evaluation shall be delivered to the Superintendent, and he shall have the right to submit a response or rebuttal to the evaluation, if desired, which shall become a permanent attachment to the Superintendent's file.
 - D. If the Superintendent receives a final year-end performance evaluation rating of Developing or Needing Support, the Board may create an improvement plan for the Superintendent that will include specific recommendations for areas of improvement. The improvement plan will include the criteria for determining if the Superintendent has made improvements. The Board will review the Superintendent's progress in the improvement plan at least six months after the implementation of the improvement plan. The Board may create an improvement plan before an evaluation rating triggering this paragraph to address performance deficiencies identified by the Board.

- E. The Superintendent shall be evaluated in accordance with the Revised School Code, Act 451 of 1976, as amended. Within fifteen (15) calendar days after Board action on the Superintendent's evaluation rating, the Superintendent may appeal an evaluation rating of "Needing Support." The written appeal must be delivered to the Board President and must identify the specific reason(s) for the appeal as well as the remedy sought. No later than fifteen (15) calendar days after the Board President's receipt of the appeal, a meeting shall be scheduled for the Board to review the Superintendent's appeal. As permitted by the Open Meetings Act, the appeal review may be conducted in closed session at the Superintendent's request. The Board's decision is final and not subject to arbitration.
- 5. **Contract Extension.** This Contract may be extended either by operation of law or by Board option, as follows:

The Board may, no later than the last day of June each year during the term of this Contract, take action to extend the contract for an additional one (1) year period if desired by the Board. All other terms and conditions of this contract shall remain unchanged.

 - A. The Board may decline to extend this Contract for an additional year in its sole discretion and with or without cause.
 - B. The Superintendent shall provide the Board with a written reminder regarding contract extension during the April Board meeting.
- 6. **No Tenure in Position.** In accordance with the Teachers' Tenure Act, the Superintendent is not granted tenure in the position of Superintendent or to any other administrative position in the School District to which he may be assigned, other than that of a classroom teacher, should the probationary period required for tenure as a teacher be fulfilled by virtue of this Contract or any employment assignment requiring certification with the School District. Nor shall a decision of the Board to terminate or non-renew the Superintendent's employment be deemed a discharge or demotion within the meaning of the Teachers' Tenure Act.
- 7. **Compensation.** The Superintendent will be compensated as follows:
 - A. **Base Annual Salary.** In consideration of his performance of the duties and responsibilities of the position, the Superintendent shall be paid at an annual (12-month) salary rate of not less than that reflected in the below Administrator Salary Schedule for the Superintendent classification for the corresponding Agreement years: July 1, 2025 – June 30, 2026; July 1, 2026 – June 30, 2027; July 1, 2027 – June 30, 2028. The annual salary shall be paid in up to twenty-six (26) biweekly installments beginning with the commencement of the fiscal/contract year (July 1 through June 30). Biweekly payments shall not begin until the Superintendent begins work for the fiscal/contract year. This salary

shall be prorated should the Superintendent work less than a full fiscal/contract year.

Administrator's Salary Schedule - Superintendent

Year	Base Salary
July 1, 2025 – June 30, 2026	\$190,000.00
July 1, 2026 – June 30, 2027	\$200,000.00
July 1, 2027 – June 30, 2028	Superintendent's annual salary increase shall be consistent with the TKEA step and on-schedule increase.

- i. Upon separation or unpaid leave of absence of the Superintendent during any Agreement year, his salary shall be adjusted to reflect payment, on a per diem basis, for the number of days on which services were actually and physically rendered during the contract year. Any amounts due to the Superintendent upon separation or commencement of unpaid leave shall be remitted by the Board to the Superintendent as soon as such amounts can be diligently determined. Any salary amounts received by the Superintendent in excess of days actually worked during the Agreement shall be deducted from the Superintendent's remaining wages and the Superintendent, by executing this Agreement, gives his written consent for such deduction. Any wage overpayments not recoverable by the Board through wage deduction shall be remitted to the Board by the Superintendent within three (3) business days of separation from employment. If not paid in this manner, the Superintendent agrees that judgment may be entered against him in any Michigan court of competent jurisdiction for such amount(s). The Board retains the right to adjust the annual salary of the Superintendent during the term of this Agreement. Any such salary adjustments shall not reduce the annual base salary below the minimal base salary to the stated amount of the base salary, unless transferred to another administrative position. Adjustments may be made to provide for a decrease in salary below the previous year, where such reduction is part of an overall reduction in wages due to economic conditions. The Board retains all right to adjust the annual salary of the Superintendent during the second year of this Agreement. Any such salary adjustment shall not reduce the annual salary below the minimum annual salary unless the Superintendent has been transferred or assigned a position at a lower salary rate. Any adjustment in salary made during this Agreement shall be in the form of a written amendment and when executed by the Superintendent and the Board, shall become a part of this Agreement.
- ii. The Board makes no representation as to the advisability or impact of these allotments for the purposes of retirement benefits. The Superintendent has been

provided with an opportunity to consult with legal counsel, financial advisors, retirement advisors, and other as the Superintendent has deemed appropriate and has not relied on any representations by the Board.

- B. **Total Compensation.** The Superintendent's contractual remuneration reflected in Paragraph 7 and its subparts constitutes the total compensation to be paid to the Superintendent for his services, regardless of the hours of service required to perform the job, and no overtime or additional compensation will be paid for such services except as otherwise specifically provided in this Contract.
 - C. **403(b) Contribution.** Each Contract Year, in 26 equal installments consistent with the payroll schedule, the School District shall contribute an amount equal to seven point one percent (7.1%) of the Superintendent's base salary to a qualifying 403(b) investment/retirement plan. The Superintendent shall be the sole owner of the 403(b) plan and this fund will be in the Superintendent's possession upon termination of employment.
 - D. **MPSERS.** The Board and the Superintendent agree that all items listed in Paragraph 7 (Compensation) and its subparts are direct compensation in consideration of the contractual duties performed by the Superintendent as well as additional compensation for extra duties as identified by the Contract. Accordingly, the School District will pay all applicable MPSERS costs for that compensation as required by law. If, at any time, ORS reimburses the School District for retirement contributions made for compensation set forth in this Contract, the School District will remit that reimbursement amount to the Superintendent through his 403(b) plan with no cash option.
- 8. **Reimbursed Expenses.** Subject to the express approval by the Board, the School 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 School District's per diem expense and reimbursement procedures. The Superintendent shall be required to submit an itemized account of their reasonable and necessary expenses to the Board President.
 - 9. **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. Subject to prior approval by the Board President, the School District will pay the Superintendent's costs of memberships in other appropriate professional organizations.
 - 10. **Professional Development.** The School District shall pay for the Superintendent to attend MASA professional meetings at local and state levels, the expenses of which shall be paid pursuant to Board policy for related registration fees, tuition, travel, lodging, and reasonable meal expense. Other state or national professional development activities or continuing education expenses require approval by the Board President and must be consistent with Board policy. The Superintendent's time away from the School

District and his administrative responsibilities shall be limited and reasonable as determined by the Board.

11. ***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 same insurance benefits as provided by the School District to full-time, professional administrative staff and subject to change on the same basis as changed for full-time, professional administrative staff. If the Superintendent elects to decline the insurance benefits from the School District because he has obtained insurance coverage from another source, he will receive a “cash in lieu of insurance benefits” in the amount of Five Thousand Four Hundred Dollars (\$5,400.00) on the conditions (1) the Superintendent voluntarily and in writing opts out of the health plan; and (2) provides documentation to the Board that the Superintendent has other health coverage that meets the minimum value and coverage requirements of the Affordable Care Act.
 - A. The Board agrees to pay the costs of health insurance premiums up to the annual “hard cap” limit that is in place at the start of the medical plan year, as established by MCL 15.563, as amended by 2013 Public Act 270, for cost of health insurance premiums, taxes, and fees, with the employee paying the balance of the cost of health insurance premiums, taxes, and fees via payroll deduction. The Board will notify Superintendent of the amount for which he is responsible in excess of the Board paid benefit plan costs contributions. Superintendent agrees that the amount of benefit plan costs contributions designated by the Board as Superintendent’s responsibility shall be payroll deducted from Superintendent’s compensation.
 - B. The Board shall provide, at no cost to the Superintendent, a term life insurance policy for an amount of Five Hundred Thousand Dollars (\$500,000.00).
12. ***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 above, provided that comparable coverage (as determined by the Board) is maintained during the term of this Contract. Additionally, the Board reserves the right to self-fund any of the benefits listed above.
 - 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 with respect to insurance benefits.
13. ***Errors and Omissions Insurance.*** The Board shall pay the premium amount for errors and omissions insurance coverage which includes the Superintendent while engaged in the performance of a governmental function and while the Superintendent is acting within the scope of his employment authority. 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.
14. ***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 and generally works forty (40) hours per week but is expected to work additional hours as required for his position. The Superintendent shall be granted vacation time of twenty-five (25) days per Contract year, in addition to the holidays recognized by the School District and identified below.
- A. The Superintendent shall schedule use of vacation days in a manner to minimize interference with the School District's business and orderly operation. The Superintendent shall not schedule his vacation during a time at which his presence and leadership are critical to the School District as determined by the Board President.
- B. No more than five (5) unused vacation days from the Contract year may roll over to the following Contract year.
- C. The Superintendent may make a written election to annually redeem up to five (5) unused vacation days, to be paid at his per diem rate. The written election to redeem unused vacation days under this paragraph must be submitted to the Board President no later than June 1 of each Contract year.
- D. When the Superintendent's employment with the School District ends, the School District shall pay the Superintendent for up to ten (10) accrued and unused vacation days at the Superintendent's then per diem rate.
15. ***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: New Year's Eve Day, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving day and the day after Thanksgiving, Christmas Eve Day, and Christmas.
16. ***Personal Business Days.*** The Superintendent shall be granted five (5) personal business days per Contract year. The purpose of personal business days under this Contract is to conduct personal business which cannot take place during normal business hours.

- A. Unused personal business days shall not accumulate and will not carry over into a new Contract year.
 - B. No compensation will be paid to the Superintendent for any unused personal business days upon his separation from employment with the School District.
 - C. The Superintendent shall schedule use of personal business days in a manner to minimize interference with the School District's business and orderly operation.
17. ***Bereavement Days.*** The Superintendent shall be granted five (5) bereavement days per Contract year for the death of an immediate family member or close personal friend. These bereavement days will not carry over into a new Contract year, and the Superintendent is not entitled to compensation for unused bereavement days upon his separation from employment with the School District.
18. ***Sick Days.*** The Superintendent shall be granted fifteen (15) sick days per Contract year to use for the Superintendent's illness or disability. The first 72 hours of sick leave that qualify for the Earned Sick Time Act ("ESTA") may be used for ESTA purposes as long as ESTA remains in effect.
- A. Unused sick days shall accumulate up to, but not exceeding, ninety (90) days.
 - B. The Board may, at its discretion, grant additional sick days not to exceed forty-five (45) days in the event of the Superintendent's illness or disability.
 - C. The Superintendent shall be compensated for up to fifteen (15) unused sick days at a rate of One Hundred Twenty-Five Dollars (\$125.00) per day upon his separation from employment with the School District.
19. ***Disability Leave.*** In the event of the Superintendent's mental or physical incapacity to perform his duties, he shall be granted an initial leave of ninety (90) work days for purpose of recovery. The Superintendent shall first exhaust any accumulated personal business days, sick days and accrued vacation time, with the balance of the ninety (90) work-day period to be unpaid. Health plan premium payments shall be made on behalf of the Superintendent during this interval to the extent required by law. 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, a second opinion may be requested, at Board expense.
 - B. 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. Medical certification shall be supplied by the Superintendent as a condition to any leave extension. Any leave

extension for this purpose shall be at the Board's discretion and consistent with state and federal law.

- C. 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 continued leave or restoration after leave is required by the Americans with Disabilities Act or Family and Medical Leave Act.
 - D. 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 or other law.
20. **Medical Examination.** As a condition of coverage, the Superintendent shall submit to such medical examinations (including drug or alcohol tests as well as psychological or psychiatric evaluations), 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. During the Superintendent's employment, the Board reserves the right to direct the Superintendent to respond to disability-related inquiries or undergo a medical examination consistent with the Americans with Disabilities Act. Any information obtained from medical examinations or inquiries shall be confidential.
- 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 where permitted the Americans with Disabilities Act.
21. **Nonrenewal.** Pursuant to Revised School Code Section 1229(1), the Board shall provide notice of nonrenewal to the Superintendent at least ninety (90) days before the Agreement's expiration. If written notice of non-renewal is not given at least ninety (90) days before termination of the Agreement, the Agreement is renewed for an additional one (1) year period. The Board's decision to discontinue or non-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 pursuant to the Michigan Teachers' Tenure Act.
22. **Termination by the Board.** The Board is 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 any act of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, or if the Superintendent materially breaches the terms and conditions 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 does 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 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. The Superintendent may be accompanied by legal counsel at the hearing, and the cost of such counsel shall be paid by the Superintendent.
 - C. If the Board lawfully 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.
23. **Arbitration.** If a dispute relating to the Superintendent's termination 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 and at his expense, 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 on the parties. Judgment thereon may be entered in the Barry County Circuit Court pursuant to MCL 691.1681.
24. **Limitations.** The Superintendent agrees that any claim or suit for breach of this Contract or otherwise arising out of his 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 this contractual six (6) month limitations period and 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.
25. **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.
26. **Separability.** Whenever possible, this Contract shall be interpreted in a manner to be effective and valid according to Michigan law. 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).
27. **Governing Law.** This Contract is governed by and shall be interpreted in accord with the laws of the State of Michigan.
28. **Jurisdiction/Venue.** The proper jurisdiction and venue for any action to enforce this Contract or interpret its terms is the Circuit Court for the 5th Judicial Circuit of Michigan (Barry County) (except as the parties have otherwise agreed to arbitration as provided above).

29. **Residency Requirement.** Consistent with MCL 15.602, the Superintendent agrees to reside within twenty-five (25) miles of the nearest School District boundary.
30. **Authorization.** This Contract is executed on behalf of the School District pursuant to the authority contained in the Board resolution adopted on May 12, 2025, the same to be incorporated by reference.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on the date noted.

Date: _____, 2025

Superintendent

Robert Pouch

Date: _____, 2025

Thornapple Kellogg Schools
Board of Education

By: _____
David Smith
Its: President

Date: _____, 2025

By: _____
Brenda Hess
Its: Secretary