

KEARSLEY COMMUNITY SCHOOLS SUPERINTENDENT'S CONTRACT

This contract is made and entered into as of the 1st day of July, 2019 between the Board of Education of the Kearsley Community School District, hereinafter referred to as the "Board of Education", and **Kevin Walworth**, hereinafter referred to as "Administrator".

WHEREAS, the Board of Education approved the employment of the Administrator as Superintendent in accordance with the terms and conditions of this contract; and

WHEREAS, the Administrator desires to be employed by the Board of Education in accordance with the terms and conditions of this contract;

NOW, THEREFORE, in consideration of the mutual promises contained in this contract, it is agreed between the parties as follows:

1. Term:

This contract shall take effect on July 1, 2019 and continue in force thereafter through July 31, 2022, subject to extension or termination as provided in Paragraphs 3 and 11.

2. Duties:

The Administrator represents that he meets all Michigan requirements for the Office of Superintendent and holds all certificates required by law, if any, or by the Board of Education, or by regulation of the Michigan Department of Education, for employment by the Board of Education in this administrative position. Failure to maintain the required certificates and qualifications shall result in automatic termination of this contract and the Board of Education will have no further obligations under this contract. Further, the Administrator shall meet or seek to meet any additional qualifications recommended by the North Central Association of Colleges and Schools (NCA) and the Board shall reimburse the Administrator for any tuition costs incurred to meet this requirement. The Administrator agrees to perform the duties of Superintendent in a competent and professional manner as prescribed by the School Code or the State Board of Education and as may be established, modified and/or amended from time to time by the Board of Education.

3. Extension:

The Board of Education may elect to extend the contract for additional one (1) year periods. Any such contract extension shall be subject to the Administrator's agreement.

The Board of Education in its sole discretion and with or without cause may decline to extend this contract for an additional year.

4. Tenure Exclusion:

This contract does not confer tenure upon the Administrator in the position of Superintendent or any other administrative position in the district.

5. Professional Liability:

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 within the scope of his employment and excluding criminal litigations. The Board shall provide public liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgements resulting from his functioning as Superintendent and will reimburse him for any portion of such expense and judgments not covered by insurance. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

6. Professional Growth:

The Superintendent may attend professional meetings at the local, state, and national levels. The attendance of said attendance shall be paid by the District.

The District shall reimburse the Superintendent for all reasonable expenses resulting from the performance of his duties as Superintendent.

7. Professional Dues:

The District shall pay the Association dues of the Superintendent for the American Association of School Administrators, The Michigan Association of School Administrators and the M.A.S.A. Region in which the School District is located, as well as other appropriate affiliations as approved.

8. Compensation:

The Board of Education shall pay to the Administrator a basic salary of **One Hundred Fifty-Two Thousand, Seven Hundred Sixty-One (\$152,761)** for 2019-2020. This salary will be adjusted according to any percentage increase/decrease in the teacher pay for the 2019-2020 school year. In addition to the basic salary for each of the school years of this contract, the Administrator shall receive, as salary, the following:

A. \$10,000 for the school fiscal year 2019-2020 toward an annuity selected by the Administrator.

B. Compensation of \$750.00 for merit pay based upon an effective evaluation.

C. Compensation on the salary schedule is based on job accomplishments and job performance as measured by the year-end evaluation rating in which student growth and assessment data is a significant factor. Administrators otherwise eligible for salary, step or lane advancement shall not advance if they receive a Minimally Effective or Ineffective rating for two years.

9. The Board of Education agrees to buy back vacation time at a rate of \$150.00 per day for up to five (5) days totally.

10. Benefits:

During the term of this contract, the Administrator shall receive all benefits generally provided by the school district to full-time professional administrative staff on the same basis as available to those staff members in accordance with the Board of Education policy, including vacation leave, sick leave, disability leave, full family health insurance or cash option of \$3,000 annually, and retirement benefits. The district shall pay the premium/taxes/fees towards the MESSA ABC Plan 1 (or comparable insurance provided to teachers) subject to the hard cap limits for single, 2 person and full family per PA 152. Should the premium/taxes/fees be less than the maximum allowed under PA25, the district will deposit the difference into the individual's HSA account the first business day in January. All employee contributions shall be made through payroll deduction, on a pre-tax basis.

In addition, the Board of Education agrees to furnish the Superintendent with a Group Term life insurance policy plan that provides two and a half (2½) times the annual salary to a maximum of \$300,000, mileage reimbursement at the approved IRS rate, thirty (30) vacation days and three (3) personal days exclusive of legal holidays.

11. Disability:

The Board of Education shall be entitled to terminate this contract during its term in the event of the Administrator's inability to perform his position responsibilities for a period of sixty (60) consecutive days or more due to mental or physical disability.

12. Termination Provision:

The Superintendent shall be subject to discharge for good and just cause, but the Board shall not arbitrarily and capriciously dismiss him. No discharge shall be effective until written charges have been served upon him and he shall have the opportunity for a fair hearing before the Board after ten (10) days notice in writing. Said hearing shall be public or private at the option of the Superintendent. At such hearing, he may have legal counsel at his own expense.

13. Medical Examination:

The Administrator agrees to have a comprehensive medical examination every year by a physician selected by the Administrator and approved by the Board President. A statement of the examining physician certifying to the physical competency of the Administrator shall annually be submitted to the President of the Board of Education and shall be treated as confidential information. The cost of said medical examination and reports shall be paid by the Board of Education.

14. Review:

The parties acknowledge that they have had the opportunity to have this contract reviewed by their legal counsel prior to execution.

15. Severability Clause:

The provisions of this contract are severable and if any part of this contract is found to be null, void or inoperative, the other paragraphs, or portions thereof, shall remain fully valid and enforceable.

16. Complete Agreement:

This agreement sets forth the entire agreement between the parties and fully supersedes any and all prior agreements, representations and/or understandings between the parties. All prior agreements, representations and/or understandings between the parties are hereby extinguished. The Administrator acknowledges and agrees that in executing this Agreement he is not relying on any representation by the Board of Education not set forth in this Agreement.

17. Modification:


The terms of this Agreement may not be revised by oral and/or written statements made by individual Board of Education members or any other representative or agent of the Board of Education. No change or modification of this contract shall be valid or binding unless it has formally been approved by the Board of Education and is in writing and signed by the Administrator.

18. Arbitration:

Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim; dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

19. This contract was approved by the Board of Education May 13, 2019 at a regular Board of Education meeting.


IN WITNESS WHEREOF, the parties have duly executed this Superintendent's Contract on the 13th day of May, 2019.



DesRae Joubran, Board of Education President



Kevin Walworth, Superintendent



Dr. Charles Wade, Board of Education Secretary