



WEST IRON COUNTY PUBLIC SCHOOLS

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Kevin Schmutzler
Superintendent

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WEST IRON COUNTY PUBLIC SCHOOLS

Superintendent Employment Contract

THIS CONTRACT, between the WEST IRON COUNTY PUBLIC SCHOOL BOARD OF EDUCATION ("Board") and **Kevin Schmutzler** ("Superintendent"), is made with respect to the following provisions:

Contract Period: The Contract covers Administrator's employment with the Board during the contract term beginning: **July 1, 2023** and ending **June 30, 2026**.

Qualifications/Assignment: Superintendent represents that he/she holds all certification and qualifications required by law or policy for the administrative staff assignment of: **Superintendent**. This Contract shall terminate if any such certification or qualifications are allowed to lapse or expire or if they are suspended or revoked.

1. Employment Duties: Superintendent shall comply with all applicable requirements and provisions of The Revised School Code ("School Code"), of any other law, rule or regulation, and of all rules, regulations, policies or directives of the Board (whether issued by the Board or its authorized administrators); and Superintendent shall conscientiously perform all duties and responsibilities of his/her assignment(s), whether prescribed by law, by the Board, or by its authorized administrators.
2. Non-Tenure: Superintendent shall not gain tenure in any administrative position or capacity.
3. Compensation: The Board shall compensate Superintendent, for services performed pursuant to this Contract, as follows:
 - a. Base Annual Salary:

| | | |
|---------|-----------|---------------|
| 2023-24 | \$115,000 | |
| 2024-25 | \$118,450 | (3% increase) |
| 2025-26 | \$122,004 | (3% increase) |

 - Payable in 26 installments.
 - If less than full time, fractional employment is: N/A
 - b. Superintendent base annual salary includes:
 - Paid Vacation Days: 30 days/year (prorated for partial year)
 - 10 days of unused vacation time may be reimbursed at daily wage.
 - Paid Personal Days: 3 per fiscal year (prorated for partial year). Paid personal days to be used or lost (i.e. no carryover or accumulation), and to be taken at mutually agreeable times.

- Paid holidays: July 4th, Friday before Labor Day (if school is not in session), Labor Day, Hunting Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Good Friday, and Memorial Day.
 - Designated holidays may be changed by the Board from time to time.
 - If prevented from taking a designated holiday, a mutually acceptable alternate day will be provided.
 - c. Other Compensation: (if any, specify on Exhibit A): See Attached.
 - d. The Board retains the right to open the contract on an annual basis to adjust the Superintendent's annual salary and other compensation during the term of this Contract. Any such adjustment shall not reduce the annual salary or other compensation below the amounts stated in this Contract unless otherwise mutually agreed by the Administrator. Any adjustment in salary or other compensation made during the term of this Contract shall be in the form of a written amendment and, when executed by the Superintendent and the Board, shall become a part of this Contract. Unless expressly stated in writing, any such adjustment amendment for salary or other compensation shall not be considered a new Contract or an extension of the Contract's termination date.
4. Other Benefits or Provisions: In addition to the foregoing, Superintendent shall receive and/or be subject to the following:
- Group Health Insurance: Superintendent and his/her eligible dependents shall be entitled to such group health insurance as is uniformly made available by the Board to its full-time administrative staff.
 - For the medical benefit plan (i.e. health) portion of such insurance coverage, the Board shall pay such portion of the premium or cost as is allowed by the "hard cap" limits of Act 152 of 2011 (MCL 15.561-15.569, as amended), with the balance of any premium or cost being paid by Superintendent.
 - All insurance premium or cost co-payments required of Superintendent shall be paid by payroll deduction if possible, or otherwise by Superintendent's timely payment to the District.
 - Pursuant to the District's §125 Plan (i.e. § of the IRC), Superintendent may elect (in writing) to waive such group health insurance (e.g. due to the availability of coverage through a spouse, etc.) and, in such event, Superintendent shall receive cash-in-lieu of insurance in the amount of \$7,400 per year.
- a. Group Life: Superintendent shall be entitled to such group term life insurance as is uniformly made available by the Board to its full-time administrative staff. Unless a different level of coverage is prescribed by the Board for its administrative staff, Superintendent's group term life insurance shall be in the amount of \$35,000 with AD&D.
– Life Insurance policy will be provided by the Board in the amount of two times the superintendent's annual salary.
- b. Paid Sick Leave: Superintendent shall be granted fifteen (15) paid sick days (i.e. without loss of compensation) per fiscal year (prorated for partial year) for illness. Unused paid sick days may be accumulated. Superintendent shall be paid for his/her remaining sick day accumulation at the rate of Fifty-Five Dollars (\$55.00) per day if Superintendent leaves the District on good terms.

- c. Short Term Disability: The district does not provide short term disability, but if a needed extended leave is necessary, Superintendent could exhaust personal leave, sick time and vacation time. If any time is needed beyond these means, time off will be unpaid. Health plan premiums shall be made on behalf of the Superintendent during this interval to the extent required by law.
 - d. Group Long Term Disability: The district will provide Long Term Disability for Superintendent as is uniformly made available by the Board to its full-time administrative staff. Unless a different level of coverage is prescribed by the Board for its administrative staff, the administrators Long Term Disability will be based in accordance to monthly earnings.
 - e. Vehicle Allowance. The Superintendent shall receive a monthly vehicle allowance of three hundred dollars (\$300). This payment shall be made in twenty-six (26) substantially equal pays.
 - f. Reimbursed Expenses. Consistent with Board Policy, the 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.
 - g. Paid Professional Membership(s): As approved by the Board or noted on attached Exhibit A.
 - h. Other Benefits: (if any specified on Exhibit A).
 - i. Eligibility for and provision of any and all benefits shall be subject to such terms and conditions as the Board and/or any insurance program/carrier/provider may prescribe.
5. The Superintendent's job performance shall be evaluated by the Board in writing annually no later than December 31st.
6. Termination Provisions: 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 an opportunity for a fair hearing before the Board after ten (10) days' notice in writing. At such hearing, he may have legal counsel at his own expense.
7. Renewal/Non-Renewal: The Board may (but need not), in its sole discretion, renew (reissue) this Contract on an annual basis. This contract shall, however, be subject to renewal and/or non-renewal in accordance with the terms and conditions prescribed in Section 1229 of the Revised School Code.
8. Entire Agreement: Except for any supplemental provisions (if any) expressly set forth in the attached Exhibit A (which is incorporated in and made a part of this Contract by reference), this Contract represents the entire agreement between the parties and supersedes any and all previous agreements between them.

IN WITNESS WHEREOF, Administrator

has executed this Contract this _____
day of _____, _____.

IN WITNESS WHEREOF, Board

has executed this Contract this _____
day of _____, _____.

WEST IRON COUNTY PUBLIC

Superintendent Signature

SCHOOLS BOARD OF EDUCATION

Its President (Signature)

Its Secretary (Signature)

EXHIBIT A

Supplement to Administrative Contract

3 c. Other Compensation Provision:

- **Tax-Deferred Annuity:** As further compensation for services rendered, the Board shall, during each year of this contract (i.e. July 1-June 30), pay directly into a tax-deferred annuity (of Administrator's choosing) on Administrator's behalf and for Administrator's benefit the sum of 5% of salary.
The employee may choose a post-tax option, such as the Roth or 529 Plan. The employee understands that state and federal taxes are their responsibility and the district will have the added FICA responsibility.
- **Cell Phone Reimbursement:** \$75.00/month

4 f. Other Benefit Provisions:

- **MASA membership** paid by the Board.
- **Professional Development:** The School District shall pay for the Superintendent to attend MASA & AASA professional development/meetings at local and state levels, the expenses for two (2) conferences per year 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 require approval by the Board President and are consistent with Board policy. The Superintendent's time away from the District and his administrative responsibilities shall be limited and reasonable as determined by the Board.
- **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.
 - If such insurance coverage cannot be purchased at a reasonable premium rate, the Board has the right to discontinue said coverage and will notify the Superintendent. 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(2)(d).