

**PORTAGE PUBLIC SCHOOLS
CONTRACT OF EMPLOYMENT - SUPERINTENDENT**

Pursuant to Section 1229(1) of the Revised School Code and in accordance with the action found in the minutes of the Board of Education (the "Board") of the **Portage Public Schools** ("School District") meeting held on March 26, 2012, the Board employs **Richard Perry** ("Superintendent") for a two (2)-year period beginning July 1, 2012 and ending on June 30, 2014, 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.** Richard Perry shall faithfully and diligently perform the duties 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.

- A. 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 and education programs.
- B. The Superintendent shall recommend, effect, or cause to be effected, the Board's policies, rules, regulations, bylaws, and programs as may be needed.
- C. Subject to Board policy and prior notice to the Board, the Superintendent may organize, reorganize, and arrange administrative and supervisory staff which in his judgment best serves the School District.
- D. As the chief executive officer of the School District, the Superintendent shall administer the School District's instructional and business affairs with the assistance of staff.
- E. The responsibility for selection, placement, and transfer of School District personnel is vested with the Superintendent and his staff and shall be implemented in a manner consistent with applicable legal standards, contractual obligations, and Board policy.
- F. So that the Superintendent may investigate and make appropriate recommendations, the Board (individually and collectively), shall refer promptly to the Superintendent all significant criticisms, complaints, and suggestions called to its attention.
- G. The Superintendent is subject to assignment and transfer to another position of administrative employment in the School District at the Board's discretion.

2. **Qualifications.** The Superintendent represents that he possesses and shall maintain all certificates, credentials, and qualifications required by law, including Michigan Department of Education Regulations, and those required by the Board to serve in the position assigned.

- A. As a condition of his continued employment, the Superintendent also agrees to meet all continuing education requirements for the position assigned, as may be required by law or by the Michigan State Board of Education.
 - B. If at any time the Superintendent fails to maintain all certificates, credentials, continuing education requirements, or qualifications for the assigned administrative position, this Contract shall automatically terminate and the Board shall have no further contractual obligations.
3. **Performance.** The Superintendent agrees to devote his talents, skills, efforts, and abilities toward competently and proficiently performing all duties and responsibilities of the position assigned, including compliance with the directives of the Board to carry out its policies and educational programs.
- A. The Superintendent pledges to use his best efforts to maintain and improve the quality of School District operations and to constantly promote efficiency in all areas of his responsibility.
 - B. The Superintendent further agrees to comply with and fulfill all responsibilities and tasks for which he is responsible as required by state and federal law, as well as by the Board through its policies, regulations, and directives.
4. **Performance Evaluation.** The Superintendent's performance shall be evaluated by the Board, at least annually, and pursuant to Board Policy 3.12. This evaluation process shall comply with Section 1249 of the Revised School Code, using multiple rating categories that take into account student growth data as a significant factor. See MCL 380.1249.
5. **Compensation.** The Superintendent shall be paid at an annual (12-month) salary rate of not less than One Hundred Forty-Five Thousand Dollars (\$145,000.00) in consideration of his performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board.
- A. The annual salary shall be paid in twenty-six (26) equal bi-weekly installments, beginning with the commencement of the contract year (July 1-June 30).
 - B. The Board retains the right to increase the Superintendent's annual salary during the term of this Contract.
 - C. Consistent with Section 1250 of the Revised School Code, the Superintendent's job performance and job accomplishment will be significant factors in determining any adjustment to the Superintendent's compensation. See MCL 380.1250.
 - D. Any adjustment in salary 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.

E. If the Board assigns or transfers the Superintendent to another administrative position in the School District, the salary paid shall be as established by the Board for that administrative position.

6. **Tax-Sheltered Annuity.** The Superintendent shall receive a tax-sheltered annuity payment in the amount of Eighteen Thousand Eight Hundred Fifty Dollars (\$18,850.00), for an annuity to be selected by the Superintendent from a list of eligible programs approved by the School District. The Superintendent may elect to increase his contribution to the tax-sheltered annuity program by authorizing the School District to deduct additional sums of money from his bi-weekly paychecks.

7. **Retirement Fund.** The School District shall pay, on the Superintendent's behalf, the required contribution to the Michigan Public Employees' Retirement Fund, commonly referred to as the Non-Contributory Plan.

8. **Reimbursed Expenses.** 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 per diem expense and reimbursement procedures. The Board shall supply the Superintendent with a credit card that he shall use for District-related expenses.

9. **Professional Growth.** Subject to approval by the Board President, the Superintendent may attend appropriate professional meetings, conferences, or workshops at the local, state, and national levels, as well as training related to professional advancement and certification. The School District shall pay the Superintendent's reasonable expenses related to said attendance including registration fees, tuition, travel, lodging, and meal expenses for himself.

10. **Professional Dues.** The 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. The School District shall also pay the Superintendent's membership in the International Association of Supervision and Curriculum Development (ASCD), the Portage Chamber of Commerce, and a local service organization of the Superintendent's choosing. The School District will pay the costs of other memberships for the Superintendent with the Board President's approval.

11. **Transportation.** The School District shall reimburse the Superintendent for use of his motor vehicle while conducting School District business. Such reimbursement is limited to travel outside of Kalamazoo County and shall be at the then-applicable School District mileage reimbursement rate.

12. **Medical Benefit Plans.** 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 following group medical benefit plans, subject to possible modification as stated in ¶ 14 below.

A. Health and hospitalization insurance.

B. Dental insurance.

C. Vision insurance.

The Superintendent shall contribute twenty percent (20%) or whatever employee premium contributions are required by law per month (whichever amount is greater), as a condition to enrolling and participating in the medical benefit plans referenced above. The Superintendent authorizes payroll deduction for the above contribution amount.

13. **Non-Medical 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 non-medical insurance programs, subject to possible modification as stated in ¶ 14 below.

A. Term life insurance in the amount of two (2) times the Superintendent's annual salary.

The Superintendent may apply all or a portion of the premium of the term life insurance policy towards a whole life insurance policy selected by the Superintendent. The beneficiary or said policies shall be designated by the Superintendent.

B. Long-term disability ("LTD") insurance plan with the following provisions:

(i) After the Superintendent has been totally disabled for a continuous period of thirty (30) days or expiration of his sick leave benefits as set forth in this Contract (whichever comes later), the LTD insurance plan pays a monthly benefit of 66.67% of the Superintendent's basic monthly earnings.

(ii) The LTD insurance plan's monthly benefit shall be reduced by the amount of benefits received by the Superintendent through Workers' Compensation, Social Security, or the Michigan Public School Employees' Retirement System.

14. **Insurance Contracts.** The Board reserves the right to change the identity of the insurance carrier, policyholder, or third-party administrator for any of the coverages for the plans and programs identified in ¶¶ 12-13, provided that comparable coverage (as determined by the Board) is maintained during the term of this Contract.

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.

15. **Errors and Omissions Insurance.** The Board agrees to pay the premium amount for errors and omissions insurance coverage for the Superintendent while engaged in the performance of a governmental function and while the Superintendent is acting within the scope of his authority. The policy limits for this coverage shall be not less than five million dollars (\$5 million).

- A. 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.
- B. If such insurance coverage cannot be purchased in the above amounts or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall 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(3)(d).

16. **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. 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 in ¶ 17 below.

- A. The Superintendent shall schedule use of vacation days in a manner to minimize interference with the District's business and orderly operation. All vacation scheduling is subject to the Board's approval.
- B. Vacation days must be used within the contract year for which they are made available and shall not accumulate beyond the contract year.
- C. The Superintendent shall be paid on a per-diem basis for all unused vacation days up to a maximum of five (5) days per contract year, which shall not accumulate beyond the annual 5-day limit.

17. **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: Labor Day, Thanksgiving and the day after Thanksgiving, Christmas Eve Day and Christmas (or the two days surrounding December 24 and 25 if they fall on a non-work day), New Year's Eve Day, New Year's Day (or the two days surrounding December 31 and January 1 if they fall on a non-work day), Spring Friday, Memorial Day, Independence Day.

18. **Authorized Absence.** The Superintendent is authorized to absent from duty due to personal illness or disability consistent with the terms of the Handbook for Administrators, which may be subject to change from time to time.

19. **Personal Business/Leave Days.** At the Board's discretion and approval, the Superintendent may be granted up to three (3) personal leave days with pay per contract year. Unused personal leave days are not deductible from accumulated sick leave and do not accumulate beyond the contract year.

20. **Bereavement.** The Superintendent shall be entitled to receive up to three (3) bereavement leave days with pay, consistent with School District regulation.

21. **Disability.** In the event of the Superintendent's mental or physical incapacity to perform the duties of his office, he shall be granted an initial leave of ninety (90) work days for purpose of recovery. The Superintendent shall first exhaust any accumulated sick leave 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 the Superintendent's behalf during this interval to the extent required by law. Upon utilizing 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, it may require a second opinion, 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, provided that there is a verified prognosis that the Superintendent will be able to resume his duties at the end of the extended leave interval. Medical certification shall be supplied by the Superintendent as a condition to any leave extension. Any extensions of leave for this purpose shall be at the Board's discretion.
- 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 restoration after leave is required by the 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.

22. **Medical Examination.** The Superintendent shall submit to such medical examinations (including drug or alcohol tests), 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, or as may be directed by the Board to determine the Superintendent's ability to perform the essential job functions required by his assignment, with or without reasonable job accommodation(s).

- A. Upon the Board's request, the Superintendent shall authorize the release of medical information necessary to determine if the Superintendent is able to perform the essential job functions required by his assignment, with or without reasonable job accommodation(s).
- B. Any physical or psychological examination or disclosure of such information required of the Superintendent by the Board shall be job-related and consistent with business necessity.
- C. 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.
- D. Any information obtained from medical or psychological examinations or inquiries shall be confidential. The Superintendent may receive the results of Board-ordered tests and examinations upon written request.

23. **Administrator Benefits.** The Superintendent shall be entitled to any other benefits that the Board authorizes and approves for other School District administrators. In any cases of inconsistency or contradiction, the terms of the Superintendent's Contract shall control.

24. **Nonrenewal.** The Board's decision not to continue or 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 under the Michigan Teachers' Tenure Act.

25. **Termination.** 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 other reason that is not arbitrary or capricious.

- A. The foregoing standard for termination of this Contract during its term shall not apply to nonrenewal of this Contract at the expiration of its term, which decision is discretionary with the Board.
- 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.
- C. If the Board 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.

26. **Arbitration.** In the event of any dispute between the parties relating to the Superintendent's discharge 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. Arbitration under this provision shall be conducted pursuant to the terms of the Michigan Arbitration Act, MCL 600.5001 et seq. and MCR 3.602.

- A. The parties intend that this process of dispute resolution shall be inclusive of all contract and statutory claims advanced by the Superintendent arising from his discharge 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 shall have the right to representation by counsel of his choice, 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 discharge during the term of this Contract. The arbitrator's Decision and Award shall be final and binding and judgment thereon may be entered in the Circuit Court for the Ninth Judicial Circuit of Michigan (Kalamazoo County), pursuant to MCL 600.5001.

27. **Limitations.** The Superintendent agrees that any claim or suit 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 the six (6) month period of limitation set forth in this Contract and expressly 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 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.

28. **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 superceded 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.

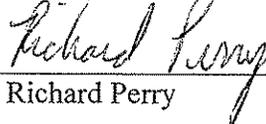
29. **Voidability.** If any provision of this Contract becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Contract shall continue in full force and effect without said provision(s).

30. **Authorization.** This Contract is executed on behalf of the School District pursuant to the authority contained in the Board resolution adopted on March 26, 2012, the same being incorporated herein by reference.

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

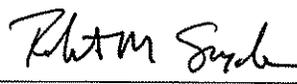
Date: March 26, 2012

SUPERINTENDENT


Richard Perry

Date: March 26, 2012

PORTAGE PUBLIC SCHOOLS
BOARD OF EDUCATION

By: 
Robert Snyder
Its President

Date: March 26, 2012

By: 
Ted Hartridge
Its Secretary