

**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 June 30, 2025, the Board employs **Johnny Edwards** ("Superintendent") for a three (3)-year period beginning 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.** Superintendent shall faithfully and diligently perform for the School District the duties and obligations customary to the position of Superintendent. The Superintendent agrees to devote [his/her] talents, skills, efforts and abilities toward competently, professionally and proficiently fulfilling all duties and responsibilities of the position. The Superintendent agrees to faithfully perform duties assigned by the Board as may be established or amended by the Board and to comply with the directives of Board. The Superintendent will administer the School District's instructional, personnel, and business affairs, subject to Board direction. The Superintendent accepts the ultimate authority and direction of the Board and with respect to his responsibilities. Further, the Superintendent agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations, Board policies, and by the Board and to carry out the School District's educational programs during the entire term of this Agreement. Further, the Superintendent agrees to devote substantially all of his business time, attention, and services to the diligent, faithful, and competent discharge of his duties on behalf of the School District to enhance the operation of the School District and agrees to use his best efforts to maintain and improve the quality of the programs and services of the School District. The Superintendent will not perform professional services outside his administrative duties or perform work for any other employer or entity without the preapproval of Board.

2. **Qualifications.** The Superintendent represents that he possesses or will obtain and shall maintain all certificates, credentials, and qualifications required by law, including the provisions of Sections 1246 and 1536 of the Revised School Code, the regulations of the Michigan Department of Education, 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, and to maintain current training on the evaluation tool for administrators if evaluating administrators is an assigned function of Superintendent's position.
- B. If at any time the Superintendent fails to maintain all certificates, credentials, continuing education requirements, or qualifications as required herein, this Agreement shall automatically terminate, and the Board shall have no further obligations hereunder.
- 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 within 30 days of completion.

3. **Performance Evaluation.** The Board shall evaluate the Superintendent's performance at least one time per year according to MASB Evaluation Tool and as determined by the Board and presented to the Superintendent in writing no later than June 30 in any given Agreement year. Upon request of the Board, 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. The evaluation process shall comply with Revised School Code Sections 1249 and 1249b (or its successor provisions) and Board policy. The Superintendent shall notify the Board by March 1st of the need to complete the pending evaluation by the contractual deadline.

A. **Appeal Process.** 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.

4. **Compensation.** In consideration of [his/her] 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 salary schedule for the Superintendent position 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. Superintendent shall receive an equivalent cost of living increase as other district administrators.

Administrators' Salary Schedule

Contract Year	Base Salary	TSA
July 1, 2025 – June 30, 2026	\$249,000	\$24,900.00
July 1, 2026 – June 30, 2027	\$261,450	\$25,647.00
July 1, 2027 – June 30, 2028	\$274,523	\$26,416.41

Note: TSA contributions shall be subject to annual three percent (3%) increases starting in Contract year 2026-2027, as already evidenced by the values in the salary schedule above.

A. 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

diligently be determined. Any salary amounts received by the Superintendent in excess of days actually worked during the Agreement year 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/her] 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 adjustment shall not reduce the annual base salary below the minimal base salary and the annuity equal 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 the 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.

B. 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 others as the Superintendent has deemed appropriate and has not relied on any representations by the Board.

C. **Tax-Sheltered Annuity.** For services rendered, the Superintendent shall receive a tax-sheltered annuity payment in the amount of Twenty-Four Thousand and Nine Hundred Dollars (\$24,900.00) for the 2025 – 2026 Contract year; Twenty-Five Thousand Six Hundred and Forty-Seven Dollars (\$25,647.00) for the 2026 – 2027 Contract year; and Twenty-Six Thousand Four Hundred and Sixteen Dollars and Forty-One Cents (\$ 26,416.41) for the 2027 – 2028 Contract year, for an annuity to be selected by the Superintendent from a list of eligible programs approved by the School District. The Superintendent shall own the annuity as required by Section 403(b) of the Internal Revenue Code. 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. Annuity contributions are considered to be a part of total compensation.

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

7. **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 District's per diem expense and reimbursement procedures. Superintendent shall be required to present an itemized account of their reasonable and necessary expenses in accordance with direction of the Board or its

designee. The Board may, at its discretion, supply the Superintendent with a credit card that he shall only use for District-related expenses.

8. **Professional Development.** 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 development 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.

9. **Professional Dues.** Subject to the express approval by the Board, the School District shall pay the Superintendent's association dues for membership in 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 Southwest Michigan First, the School Superintendents Association (AASA), 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.

10. **Transportation.** Subject to the express approval by the Board, the School District shall reimburse the Superintendent for use of his motor vehicle while conducting School District business. Such reimbursement is expressly limited to travel outside of Kalamazoo County and shall be at the then-applicable School District mileage reimbursement rate.

11. **Moving Expenses** If the Superintendent elects, in the first two years of employment, to establish residency in the Portage Public Schools, the School District shall pay the Superintendent's reasonable expenses one time to move all customary household items currently located at their residence in Kalamazoo to their residence in the Portage Public Schools, of \$15,000.

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 below.

- Health and hospitalization insurance
- Dental insurance
- Vision insurance

A. 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 benefit plans referenced above. The Superintendent authorizes payroll deduction for the above contribution amount. The Superintendent shall receive other benefits as outlined in the Administrator Handbook unless otherwise covered in this agreement.

B. The Board reserves the right to change the identity of the insurance carrier, policyholder or third-party administrator for any of the above coverage, provided that comparable coverage, as determined by the Board, is maintained during the term of this Agreement. The Board shall not be required to remit premiums for any insurance coverage for Superintendent and his eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder or third-party administrator. 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. Superintendent is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. 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. **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 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 ninety (90) 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 Worker's Compensation, Social Security, or the Michigan Public School Employees' Retirement System.

14. **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 amount or at a reasonable premium rate, the Board will promptly notify the Superintendent of that fact and the parties will promptly meet and confer to reach a mutually agreeable solution to address that situation. 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).

15. **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) hour per week but is expected to work additional hours as required for [his/her] position. The Superintendent

shall be granted vacation time of twenty-eight days per contract year, in addition to the holidays recognized by the School District and identified in ¶ 16 below.

- A. The Superintendent shall schedule use of vacation days in a manner to minimize interference with the District's business and orderly operation. The Superintendent shall notify the Board President of his vacation schedule.
- B. Vacation days must be used within the contract year for which they are made available and shall not accumulate beyond the contract year. With the approval of the Board President, the Superintendent may carry over five (5) unused vacation days into the next contract year.
- C. The Superintendent shall be paid on a per-diem basis for all unused vacation days up to a maximum ten (10) days per contract year, which shall not accumulate beyond the annual 28-day limit.

16. **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.

17. **Personal Business Leave.** The Superintendent shall 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.

18. **Bereavement Leave.** The Superintendent shall be granted up to three (3) days of bereavement days each year to be used for "Immediate Family" to include spouse, children, parents, sibling, parent-in-law, grandchild, grandparent, grandparent-in-law, brother-in-law, sister-in-law, or person living in Superintendent's home not to be deducted from sick leave or vacation days. Bereavement days must be used within the Agreement year for which they are available.

19. **Sick Leave.** The Superintendent is authorized to be absent from duty due to personal or family illness or disability for up to ninety (90) work days per contract year. 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.

20. **Disability Leave.** In the event of the Superintendent's mental or physical incapacity to perform the duties of his office, he/she shall be granted an initial leave of ninety (90) work days for purpose of recovery. The Superintendent shall first exhaust any accumulated sick leave under ¶ 19 before triggering the paid disability leave in ¶ 20. Health plan premium payments shall be made on the Superintendent's behalf 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, 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/ her 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/her 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/her 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.

21. **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/her 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.

22. **No Tenure In Position.** The Superintendent agrees that he shall not be deemed to be granted continuing tenure in the position initially assigned, or in any assignment or transfer to another position other than that as a classroom teacher, should probation as a classroom teacher be fulfilled, by virtue of this Agreement or any subsequent agreement with the 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.

23. **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 nonrenewal 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 not 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) is not a breach of this Agreement or a discharge or demotion under the Michigan Teachers' Tenure Act.

24. **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 reasons that are not arbitrary or capricious, as determined by the Board.

- 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.

25. **Resignation.** The Superintendent shall provide at least ninety (90) days' written notice to the Board of [his/her] intent to resign and terminate this Contract unless the Parties mutually agree to a different timeline. Failure to give the Board at least ninety (90) days' written notice will result in the Superintendent forfeiting accrued vacation days.

26. **Arbitration.** If the Superintendent receives two consecutive "Needing Support" evaluations from the Board, or 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. The Arbitrator's decision 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, 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 and judgment thereon may be entered in the Circuit Court for the Ninth Judicial Circuit of Michigan (Kalamazoo County).

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 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.

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 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.


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 June 30, 2025, 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.

SUPERINTENDENT

Date: June 30, 2025



Superintendent


**PORTAGE PUBLIC SCHOOLS
BOARD OF EDUCATION**

Date: June 30, 2025

By: 

Randy Van Antwerp
Its President

Date: June 30, 2025

By: 

Terri Novaria
Its Secretary