

## CONTRACT OF EMPLOYMENT

### School Administrator

It is hereby agreed by and between the Board of Education of the Suttons Bay Public Schools (hereinafter “Board”) and Casey Petz (hereinafter “Administrator”) that pursuant to Section 1229(1) of the Revised School Code, the Board in accordance with its action found in the minutes of its meeting held on the 31<sup>st</sup> day of January, 2020, has and does hereby employ the said Administrator for a twenty-three month period commencing on February 1, 2020 and ending on December 31, 2021, according to the terms and conditions as described and set forth herein as follows:

1. Administrator shall perform the duties of Superintendent as prescribed by the Board and as may be established, modified and/or amended from time to time by the Board. Administrator acknowledges the ultimate authority of the Board with respect to his responsibilities and directions related thereto. Administrator is subject to assignment and transfer to another administrative position of employment in the School District at the discretion of the Board.

2. Administrator represents that he possesses, holds and will 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. Administrator agrees, as a condition of his continued employment, to meet all certification and continuing education requirements for the position assigned, as are and may be required by law and/or by the State Board of Education. If at any time Administrator fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

3. Administrator agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Administrator agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, Administrator agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board to carry out the educational programs and policies of the School District during the entire term of this Contract. Administrator 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.

4. Administrator shall be paid the amounts shown below in consideration of his performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board.

Administrator will be contracted to work the following number of days for the salary specified:

- For the period February 1, 2020 through June 30, 2020, the Administrator will be contracted to work 107 days for a total of \$27,500.

- For the period July 1, 2020 through June 30, 2021, the Administrator will be contracted to work a total of 260 days for a total salary of \$100,000 (\$384.62/day).
- For the period July 1, 2021 through December 31, 2021 the Administrator will be contracted to work a total of 132 days for a total base salary of \$50,770 (\$384.62/day). Adjustment to the total base salary for 2021 will follow the professional staff contract stipulations.

Note: One (1) day equals eight (8) hours.

Should Administrator be assigned or transferred to another administrative position, the salary paid shall be as established by the Board for that position.

The Board hereby retains the right to increase the annual salary of Administrator during the term of this Contract. Consistent with the provisions of Section 1250 of the Revised School Code, Administrator's job performance and job accomplishments will be significant factors in determining any adjustment to Administrator's compensation. Any increase in salary made during the term of this Contract shall be in the form of a written amendment and when executed by Administrator and the Board, shall become a part of this Contract.

5. The Administrator position is a year-round (250 day) position (July 1 – June 30). Ten (10) paid holidays are included in the work days. Holidays are defined in section #14 below. The Administrator will be given thirty (30) paid vacation days during the fiscal year (July 1 – June 30) and prorated for shorter term duration. Vacation days will not be carried over from one year to the next.

Non-work days should coincide with school vacation dates, unless permission is granted in advance. There is no additional compensation for days worked beyond the 260 days contracted, unless approved in advance by the Board.

6. Administrator's performance shall be evaluated by the Board at least annually using multiple rating categories that take into account data on student growth as a significant factor.

7. The Board, at its sole discretion, may extend the contract for an additional year upon completion of the annual evaluation. A decision to grant additional contracted days after December 31, 2021 will be made before \_\_\_\_\_, 2021, unless the parties mutually agree to a later date. If the contract is extended a new written contract shall be executed by the parties.

8. The Board shall be entitled to terminate the Administrator's employment at any time during the term of this Contract when it determines that Administrator has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, if Administrator materially breaches the terms and conditions of this Contract, or for other reasons specified by the Board, that are not arbitrary or capricious.

The foregoing standards for termination of this Contract during its term shall not be applicable to non-renewal of this Contract at the expiration of its term, which decision is discretionary with the Board.

In the event that the Board undertakes to dismiss Administrator during the term of this Contract, he shall be entitled to written notice of charges and an opportunity for a hearing before the Board. In the event of termination of employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further obligation under this Contract.

9. Additionally, this Contract may be terminated during its term pursuant to a reduction in administrative personnel, as determined by the Board. The Administrator shall be provided at least thirty (30) days prior notice of termination of this Contract in the event of layoff. In the event of a reduction affecting Administrator, this Contract shall be terminated on the effective date of the reduction.

10. The Board specifically reserves the right to non-renew this contract or any extension of the contract regardless of cause or reason. Pursuant to Section 1229 of the Revised School Code, if the Board of Education intends to let the Superintendent's contract expire, it must provide the Superintendent with written notification of the Board's decision not to renew the contract at least ninety (90) days prior to the contract's expiration date. If the Board does not comply with this requirement, the Superintendent's contract is automatically renewed for an additional one (1) year period

11. In the event of Administrator's mental and/or physical incapacity to perform the duties of his office, he will voluntarily terminate this contract, giving five (5) days' notice.

12. Administrator agrees that he shall not be deemed to be granted continuing tenure in the position initially assigned or to which he may be assigned or transferred or in any capacity 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 the decision of the Board not to continue or renew the employment of Administrator for any subsequent period in any capacity, other than as a classroom teacher, as may be required by the Teachers' Tenure Act, be deemed a breach of this Agreement or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

13. Administrator shall submit to such medical examinations, 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. Additionally, upon request of the Board, Administrator shall authorize the release of medical information necessary to determine if Administrator is capable of performing the essential job functions required by his assignment, with or without reasonable job accommodation(s). Any physical or mental examination or disclosure of such information required of administrator by the Board shall be job related and consistent with business necessity. Any medical or psychological examination under this section shall be at Board expense. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.

14. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third party administrator, the Board shall make premium payments on behalf of Administrator and his eligible dependents for enrollment in the following insurance programs:

Health insurance:	<p>Priority Health HMO HSA: \$1,350/\$2,700  Out of Pocket limit (preferred network): \$2,000/\$4,000  Priority Health POS HSA: \$1,500/\$3,000  Out of Pocket limit (preferred network): \$3,000/\$6,000  Co-insurance: 20%</p>
Dental insurance:	<p>Delta Dental (MESSA) 100% diagnostic/preventative  70% basic, 70% major, 70% orthodontics  \$1,200 annual maximum on  diagnostic/preventative/basic/major and \$3,000 lifetime  maximum for orthodontics.</p>
Term life insurance:	\$100,000
Vision insurance:	VSP 2 S (MESSA)
AD& D:	\$100,000
LTD:	50%/Maximum \$2,000

Administrator agrees that the Board has the right to allocate to Administrator responsibility for a portion of the medical benefit plan costs and premiums for the plans and products specified above, as may be determined by the Board. The contributions required of Administrator shall not be less than the amount determined by the Board to be necessary to comply with the Publicly Funded Health Insurance Contribution Act, 2011 PA 152. The Board will notify Administrator of the amounts for which he is responsible in excess of the Board contributed medical benefit plan costs and premiums. To the extent that the medical benefit plan costs and premiums associated with the above plans and products exceed the level of the Board's contributions, Administrator hereby authorizes payroll deduction for all excess medical benefit plan costs and premium amounts required to maintain enrollment.

If Administrator makes a voluntary written election not to avail himself of the health/medical coverage offered by the Board, he will instead receive an amount equal to the hard cap for a single person, on a monthly basis, under a qualified Section 125 plan, on the further condition that Administrator furnishes written evidence that he is enrolled in another health/medical benefits plan that meets the minimum value and coverage requirements of the Affordable Care Act.

15. The Board reserves the right to change the identity of the insurance carrier, policyholder or third party administrator for any of the above coverages, 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 coverages for Administrator 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. Administrator 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.

16. Administrator is entitled to the following ten (10) holidays for which no service to the School District is required: New Year's Day; Good Friday; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; the Friday immediately following after Thanksgiving Day; Christmas Eve; Christmas Day; and New Year's Eve. If a holiday falls on a Saturday, the holiday shall be taken on the immediately preceding Friday. If the holiday falls on a Sunday, the holiday shall be taken on the immediately following Monday. These are considered paid holidays and will be deducted from the total number of days specified in the contract in paragraph 4 above. Note: If any of these dates become a school day, the Administrator is expected to work on those dates.

17. If Administrator is absent from duty on account of personal illness or disability, he shall be allowed full pay for a total of twelve (12) days per contract year. Unused paid leave days hereunder shall be cumulative to a maximum of 120 days for absence due to personal illness or disability of Administrator. Two (2) personal days may be used during the school year and will be deducted from the sick day total. Administrator may take up to five (5) days for bereavement of an immediate family member and up to three (3) days for other family members. One day of bereavement may be taken for other. Bereavement days will be deducted from accumulated sick time.

18. Administrator shall be eligible to be reimbursed for travel, meals and lodging in accordance with per diem expense and reimbursement standards and procedures established by the Board. Any expense to be incurred by Administrator for out-of-TBA ISD travel shall be submitted in advance for review and approval by the Board. Administrator shall be required to present an itemized account of his reasonable and necessary expenses in accordance with direction of the Board or its designee.

19. Administrator is entitled to a vehicle allowance for "local" travel in the amount of \$500 per month, to be paid the first pay date of each month for the duration of this contract.

20. Administrator is entitled to a district sponsored cellular phone for school business use. The cell phone will be the property of the district and upon separation be surrendered to the district.

21. Subject to express approval by the Board, the fees or dues for membership in appropriate professional organizations shall be paid by the Board. Subject to prior approval by the Board, the Administrator may attend appropriate professional meetings at the local, state and national levels and shall be reimbursed for any registration fees, tuition, travel, lodging and/or reasonable meal expenses for himself/herself in relation thereto not prepaid by the Board.

22. Furthermore, subject to express approval by the Board, tuition for college classes will be paid at 50% of the cost of the tuition for the duration of this contract.

23. The Board agrees to pay the premium amount for errors and omissions insurance coverage for Administrator while engaged in the performance of a governmental function and while the Administrator is acting within the scope of his authority. The policy limits for this coverage shall be not less than \$5,000,000. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of Administrator. The sole obligation undertaken by the Board shall

be limited to the payment of premium amounts for the above errors and omissions coverage. In the event that such insurance coverage cannot be purchased in the above amounts and/or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify Administrator. In that event, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to Administrator as is authorized under MCL 691.1408 and MCL 380.11a(3)(d).

24. This Contract contains the entire agreement and understanding by and between the Board and Administrator with respect to the employment of Administrator and no prior or concurrent representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect. All prior contracts or other agreements (written or oral) pertaining to the terms of this contract are cancelled and are superseded by the terms of this contract. Provided, that this contract is voidable pursuant to the provisions of the Revised School Code pertaining to criminal records and criminal history checks.

No amendment to or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board reflected in its minutes, and signed by Administrator and the President and Secretary of the Board. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provision of this Contract at such time or at any other time.

25. If any provision of this Agreement 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).

26. Administrator agrees that any claim or suit arising out of Administrator's 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. Administrator 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 herein 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 law suit, it is the intent of the parties that the court enforce this provision to the extent possible and declare the law suit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.

27. This Agreement is executed on behalf of the Suttons Bay Public School District pursuant to the authority granted as contained in the resolution of the Board adopted on January 31, 2020, the same being incorporated herein by reference.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

**ADMINISTRATOR**

Date: \_\_\_\_\_

\_\_\_\_\_  
Casey Petz

**BOARD OF EDUCATION**

Date: \_\_\_\_\_

\_\_\_\_\_  
Thor Mikesell  
Suttons Bay Public Schools  
Board of Education  
President

Date: \_\_\_\_\_

\_\_\_\_\_  
Jen Porter  
Suttons Bay Public Schools  
Board of Education  
Secretary