

## **CONTRACT OF EMPLOYMENT**

### **Suttons Bay Public Schools District Administrator/Early Childhood Director**

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 16th day of June, 2025, hereby employs Administrator for a period of five (5) years commencing on July 1, 2025 and ending on June 30, 2030, according to the terms and conditions as described and set forth herein as follows:

1. **Duties.** Administrator shall faithfully perform the duties of District Administrator/Early Childhood Director as prescribed by the Board and as may be established, modified and/or amended from time to time by the Board.

- a. Administrator acknowledges the ultimate authority of the Board with respect to his responsibilities and directions related thereto.
- b. 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 devote substantially all 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.
- c. 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.

2. **Qualifications.** 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. **Compensation.** In consideration of his performance of the duties and responsibilities in conformance with the requirements and expectations of the Board, Administrator shall be paid at an annual salary rate not less than that reflected in the District’s salary schedule (Appendix A) for the Administrator/Early Childhood Director position for the corresponding Contract years. To ensure compliance with guidance issued by the Michigan Office of Retirement Services (ORS)

on reportable income, the parties agree to establish a salary schedule to reflect Administrator's salary for the position assigned. The salary schedule shall be attached to this Contract as Appendix A.

The Board and Administrator agree that all items under this Section are direct compensation for services that Administrator provides to the School District and the Board in the role of Administrator. The parties acknowledge that the Michigan Public School Employees' Retirement Services will determine what compensation constitutes countable compensation for the purposes of computing Administrator's retirement benefits.

If, at any time, ORS reimburses contributions made from wages/compensation in this Contract or from previous contracts between the Board and the Administrator, reimbursement of the Administrator's contribution will be credited to the Administrator's 401(a), 403(b) or 457 plan with no cash option given.

**a. Base Salary:**

- i. Administrator's annual salary is based on 260 workdays in the Contract year, inclusive of the District's legal holidays.
- ii. Administrator's annual salary shall be in twenty-six (26) equal bi-weekly installments during the applicable twelve (12) month period of July 1-June 30.
- iii. The Board retains the right to additionally increase Administrator's annual salary during the term of this Contract, but in no event shall the annual salary be less than that for the previous Contract year unless such reduction is part of an overall reduction in wages due to economic limitations.
- iv. Any adjustment 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 part of this Contract.
- v. Consistent with Section 1250 of the Revised School Code, the Administrator's job performance and job accomplishment will be significant factors in determining any adjustment to the Administrator's compensation. See MCL 380.1250.
- vi. Administrator will only see a step increase from year to year with an overall "Effective" evaluation. In the event that the Superintendent is rated "Effective", the Board shall annually consider and may, at the board's discretion, add one (1) additional year to the end of the contract.

- b. Annuity:** Administrator shall receive a non-elective employer-paid contribution to a 403(b) or 401(a) plan equivalent to ten percent (10%) of the base salary, plus an additional one percent (1%) of base salary starting with the first pay period in July of each subsequent Contract year, capped at twenty percent (20%). This payment shall be made to an approved provider of Administrator's choice.

4. **Other Benefits:**

- a. **Vehicle Stipend.** Administrator is entitled to a vehicle allowance for “local” travel in the amount of \$750 per month, to be paid the first pay date of each month for the duration of this Contract.
- b. **Cellular Phone.** 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.
- c. **Paid Leave Time.**
  1. **Paid Holidays:** Administrator will receive the following paid holidays: New Year’s Day; Good Friday; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; the Friday immediately following 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. Note: If any of these dates become a school day, Administrator is expected to work on those dates.
  2. **Paid Time Off (PTO):** Administrator will receive thirty (30) PTO days per Contract year, no more than ten (10) of which may be carried over to the following Contract year. If Administrator has more than ten (10) PTO days remaining at the end of a Contract year, any days in excess of ten (10) will be paid out at Administrator’s current per diem rate.

Administrator’s accrued leave balances existing on the effective date of this Contract, including vacation leave and sick leave, will be converted into a consolidated PTO bank that will be accounted for and maintained separately from PTO granted under Paragraph 4.c.2.ii of this Contract. Administrator may use PTO from this consolidated bank in lieu of PTO granted pursuant to Paragraph 4.c.2.ii of this Contract and Administrator must deplete the PTO in this consolidated bank at a rate of at least twenty percent (20%), but not more than eighty percent (80%) per year over the five-year term of this Contract. The administrator may choose to deplete up to 50 days of the accrued PTO bank days by taking the PTO day(s) at his per diem rate. Any amount remaining in the consolidated PTO bank at the end of this Contract shall be forfeit.

PTO from the consolidated bank may for the purposes set out in Paragraph 4.c.3 of this Contract. PTO usage and accrual shall be documented and reported annually or upon request to Administrator and the Board.

3. PTO may be taken for the following reasons and subject to the following conditions:
  - PTO days may be used for personal business, personal illness, family illness, bereavement, or vacation.

- PTO taken for reasons other than personal or family illness shall not be taken on the day immediately preceding or following a scheduled holiday or school closure period unless there is an extenuating circumstance.
- Administrator must notify the Board in writing at least five (5) calendar days before using more than two (2) consecutive PTO days for reasons other than personal illness.

PTO should coincide with school vacation dates to the extent that is reasonable and feasible. There is no additional compensation for days worked beyond the 260 days contracted, unless approved in advance by the Board.

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

- d. **Business Expenses.** 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-Northwest Ed 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 the direction of the Board or its designee.
- e. **Professional Dues.** 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, 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.
- f. **Tuition.** 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.

5. **Evaluation.** Administrator's performance shall be evaluated by the Board at least annually and presented to the Administrator in writing no later than June 30th in any given Contract year. The evaluation process shall comply with Revised School Code Sections 1249 and 1249b (or its successor provisions), and Board policy. Administrator shall notify the Board by March 1st of the need to complete the pending evaluation by the contractual deadline.

If Administrator receives an evaluation rating of "needing support," he may appeal the evaluation process and rating to the Board. The appeal must be submitted in writing to the Board President within 15 calendar days after Administrator is informed of the rating and must include the specific reason(s) for the appeal and the remedy sought. The Board will consider Administrator's appeal at either a regular or special Board meeting, as determined by the Board President, within 30 calendar days of the Board President's receipt of the appeal. The Board will consider the appeal in either open or closed session, at the election of Administrator.

Administrator may present witnesses, information, and evidence in support of his appeal. The Board's decision on appeal is final.

6. **Termination by Board.** The Board shall be entitled to terminate Administrator's employment at any time during the term of this Contract when it determines that he has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, has materially breached the terms and conditions of this Contract, or for other reasons specified by the Board that are not arbitrary or capricious. If the Board undertakes to dismiss Administrator pursuant to this Paragraph, Administrator shall be entitled to written notice of charges and an opportunity for a hearing before the Board. This hearing shall be public or private at the Administrator's option. The Administrator may have legal counsel attend this hearing, at the Administrator's expense.

In the event of termination of employment for reasons listed in section 6 and/or for reasons that are not arbitrary or capricious, after a hearing before the Board, this Contract shall automatically terminate and the Board shall have no further obligation under this Contract.

The foregoing standard 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.

7. **Nonrenewal.** 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 Administrator's contract expire, it must provide the Administrator 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 Administrator's contract is automatically renewed for an additional one (1) year period.

8. **Resignation.** Administrator 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 Administrator forfeiting accrued PTO days.

9. **Incapacity.** In the event of Administrator's permanent mental and/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. Administrator shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the leave period to be unpaid. Upon utilizing leave under this provision, Administrator shall furnish medical certification to the Board (or its designee) demonstrating the necessity for the leave.

If the Board (or designee) has reason to doubt the validity of the medical certification supplied by Administrator, it may require a second opinion, at Board expense. Administrator may request a ninety (90) work day unpaid leave extension in the event of his physical and/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 Administrator will be able to resume his

duties at the conclusion of the extended leave interval. Medical certification shall be supplied by Administrator as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

If Administrator is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), his employment and this Contract may be terminated at the option of the Board. However, no such termination shall occur where restoration after leave is required by the Family and Medical Leave Act.

Prior to resuming duty after an unpaid leave of absence for a serious health condition, Administrator shall provide the Board a fitness for duty certification from Administrator's health care provider. A second opinion may be required by the Board, at its expense, unless the securing of the second opinion in this context is precluded by the Family and Medical Leave Act.

**10. No Tenure.** 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.

**11. Medical Examinations.** 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.

**12. Insurance.** 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:

**MEDICAL**    MESSA ABC Plan 1 (Full Family)  
                    20% coinsurance  
                    3-Tier Rx w/ mandatory mail  
                    Deductible \$1,400/\$2,800

**DENTAL** 100X/80/80/80:\$3000/\$1200:2 (Full Family)

**VISION** VSP 3 (Full Family)

**LIFE** 2X Salary

**AD&D** 2X Salary

**DISABILITY LTD** 70% Max \$5,000

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.

**Errors and Omissions Policy:** 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 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).

**13. Insurance Contracts.** 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.

14. **Assignment.** For reasons that are not arbitrary or capricious, the Administrator is subject to assignment and transfer to another administrative position of employment at the Board's discretion. In the event of such assignment/transfer, the Administrator's salary and other benefits shall be those as stated in this Contract, or as such other terms that may be mutually agreed by the Administrator and the Board.

15. **Arbitration.** If a dispute arises between the Parties relating to discharge of the Administrator during this Contract, the Parties agree to submit such 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 691.1681 *et seq.* and MCR 3.602. Michigan law shall govern the interpretation of this Contract. The Parties intend that this dispute resolution shall be inclusive of all contract and statutory claims advanced by the Administrator arising from the Administrator's discharge during 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 Administrator 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 Administrator. This agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings. The Administrator acknowledges [he/she] is waiving [his/her] right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, the Administrator shall have the right to representation by counsel of [his/her] choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery and the right to a fair hearing. However, the Administrator, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings. The arbitrator's Decision and Award shall be final and binding, and judgment thereon may be entered in a state court with competent jurisdiction.

16. **Arbitrator's Fee.** Notwithstanding the fact that the AAA National Rules for the Resolution of Employment Disputes may have a different arrangement for payment of the arbitrator's fees and costs, the Parties expressly state their intent that the arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and the Administrator. 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 Administrator's discharge during the term of this Contract and to enforce award.

17. **Entire Agreement.** 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.

18. **Voidability.** 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).

19. **Limitations.** 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 lawsuit, it is the intent of the parties 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.

20. **Authorization.** 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 June 16, 2025, 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: \_\_\_\_\_

\_\_\_\_\_  
Chris Dejong, President  
SBPS Board of Education

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

\_\_\_\_\_  
Greg Gurka, Secretary  
SBPS Board of Education

