

JUNE 2020

**SHELBY PUBLIC SCHOOLS**  
**Contract of Employment**  
**Superintendent of Schools**

It is hereby mutually agreed and between the Shelby Public Schools Board of Education (hereinafter "Board") and **Timothy D. Reeves** (hereinafter "Superintendent") that, pursuant to Section 1229 of the Revised School Code of the State of Michigan, MCL 380.1229 (Public Act 289 of 1995), the Board has and does hereby employ **Timothy D. Reeves** as its Superintendent of Schools from **July 1, 2020 through June 30, 2023**, according to the terms and conditions as described and set forth in this Contract as follows:

1. **Term.** The Board agrees to employ Timothy D. Reeves as Superintendent of Shelby Public Schools for a term of three (3) years from July 1, 2020 through June 30, 2023. This Contract is subject to extension, non-renewal and termination as described herein.

In the event the Superintendent is rated Effective or Highly Effective as of December 31, 2020, the Contract shall at that time be extended for an additional one year so that the contract term remains at three years. In each subsequent year, commencing in December 2021, a year-end rating of Effective or Highly Effective shall extend the term by one additional year, so that the term of the Superintendent's Contract is consistently maintained at three years. Superintendent shall perform the duties of Superintendent of Schools as prescribed by the Revised School Code of the State of Michigan, by the rules and regulations of the State Board of Education and as may be established, modified and/or amended from time to time by the Board.

2. **Qualifications.** Superintendent represents that he/she possesses, holds, maintains, and will maintain all certificates, credentials and qualifications required by law to serve in the position of Superintendent of Schools. If, at any time, the Superintendent fails to maintain all certificates, credentials and qualifications for the position of Superintendent of Schools as required herein, this Contract shall automatically terminate, and the Board shall have no further obligations hereunder.
3. **Duties.** The Superintendent agrees during the period of this Contract to faithfully perform his/her duties and obligations in such capacities for the school district including, but not limited to, those duties required by the Michigan Revised School Code. He/she will act as an advisor to the Board on matters pertaining to the school administration or the School District and he/she will inform the Board as to administrative action taken on its behalf. The Superintendent shall recommend, effect, or cause to be effected, the policies and programs of the Board of Education as may be adopted. He/she will faithfully and diligently fulfill all duties and obligations incumbent upon him/her as the executive head of the school system and School District. Further, the Superintendent pledges to use his/her best efforts to maintain and improve the quality of the operation of the School District and consistently promotes efficiency in all areas of his responsibility. The Board recognizes that the Superintendent is expected to shoulder his/her share of professional responsibilities outside of the District on behalf of the educational community at large. This would in no way be construed as a conflict with his/her duties as Superintendent.
4. **Compensation.** For the 2020-2021, the Superintendent shall be paid a salary of One Hundred and Fourteen Thousand Four Hundred Dollars (\$114,400.00) in consideration for his/her performance of the duties and responsibilities of the position of Superintendent of Schools in conformance with the requirements and expectations of the Board as set forth herein. The annual salary shall be paid in twenty-six (26) bi-weekly installments during the applicable twelve (12)

month period July 1 through June 30. Each subsequent year of this Contract, provided the Superintendent is rated Effective or Highly Effective on his/her annual performance evaluation, the Board shall increase the annual salary by 4% effective July 1 of each subsequent year. The Board hereby retains the right to adjust the annual salary of the Superintendent during the term of this contract and that any such salary adjustment shall not reduce the salary below the minimum annual salary prescribed herein above. Any adjustment in salary made during the term of this contract shall be dependent on the Superintendent maintaining an Effective or Highly Effective rating on his/her year-end performance evaluation and be in the form of a written amendment and, when executed by the Superintendent and the Board, shall become a part of this Contract.

Also, as part of the Superintendent's compensation for service, the Board will contribute an annual amount (i.e. July 1 - June 30) of 4% of his/her salary to a non-elective 403(b) tax deferred annuity. Superintendent is responsible for assuring that the annuity contribution is within pertinent IRS contribution limits. Each year of this Contract, the contribution will increase by 3% of the Superintendent's base salary. The contribution will be a non-elective employer paid contribution.

The Superintendent and Board agree that all items under Section 3 of this Contract are direct compensation for duties of the role as Superintendent and the District will pay all applicable MPSERS costs. If at any time there is a reimbursement from the Office of Retirement Services ("ORS") for contributions made from reportable wages in this Contract, or reimbursements from the ORS not yet paid from previous agreements entered into between Shelby Public Schools and Timothy Reeves, they will be paid back (employer and employee) to Timothy Reeves through a 403(b)/401(a) plan with no cash option given.

5. **Vacation.** Superintendent is employed on the basis of fifty-two (52) weeks of work per fiscal year (July 1 through June 30) as scheduled by the Board. Superintendent shall be granted vacation time of thirty (30) days per fiscal year. Unused vacation days may be carried over and vacation days shall be capped at ninety (90) days. Superintendent may turn in up to ten (10) vacation days at the end of each fiscal year in exchange for his/her current per diem rate. Upon resignation or retirement from the District, the Superintendent will receive a lump sum payout of up to ninety (90) unused vacation days at the per diem rate at the time of resignation or retirement. Per diem will be calculated based on total compensation being reported to MPSERS divided by 260 days. This payout will be paid into a non-elective 403(b)/401(a) tax deferred account with no cash option. Superintendent shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District. Upon signing this Contract prior to the start of the 2020/2021 school year, the Superintendent will be granted a one-time additional twenty (20) vacation days which will be added to the Superintendent's bank of accumulated vacation days.
6. **Performance Evaluation.** Superintendent's evaluation shall be in full compliance with applicable provisions of the Revised School Code and shall be completed and presented in writing no later than December 31st of each year. The evaluations are to include job performance and job accomplishments as a significant factor and should be based in part on goals and objectives. Said goals and objectives, including student achievement, will be presented to the Superintendent in writing prior to the year of evaluation. The Superintendent shall inform the Board of Education annually, but no later than November 30th of each year, of its opportunity to review and evaluate his performance according to the evaluation process in place on the initial date of this Contract, unless there is mutual agreement to modify the process.

7. **Termination.** The Board shall be entitled to terminate this Contract during its term in the event of the Superintendent's inability to perform the responsibilities of this position for a period of ninety (90) consecutive days due to mental or physical disability.

The Board shall be entitled to terminate the Superintendent's employment at any time during the term of this Contract for reasons which are not arbitrary or capricious, including but not limited to, moral turpitude. No discharge shall be effective until written charges have been served upon him/her and he/she shall have an opportunity for a fair hearing before the Board after ten (10) days' notice in writing. Said hearing shall be public or private at the option of the Superintendent. At such hearing, he/she may have legal counsel at his/her own expense.

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 of Education. Nonrenewal shall be as prescribed under Section 1229 of the revised School Code MCL 380.1229.

8. **No Tenure.** Superintendent agrees that he/she shall not be deemed to be granted continuing tenure in the position of Superintendent of Schools by virtue of this Contract or any employment assignment of this School District. The Superintendent shall be deemed to have been granted continuing tenure as an active classroom teacher in accordance with the provisions of the Michigan Teacher Tenure Act.

9. **Medical Examination.** Superintendent shall submit to such medical examinations, supply such information, and execute such documentation as may be required by any underwriters, policyholders, or third-party administrators providing insurance programs specified under this Contract. Additionally, the Board may request release of medical information necessary to determine if the Superintendent is capable of performing the duties required in his/her assignment. The Board may require the Superintendent to have a comprehensive medical examination as may be deemed necessary. If such an examination is required, a statement shall be filed with the Secretary of the Board certifying to the physical fitness and mental capacity of the Superintendent to perform his duties. Medical information provided under this Contract shall be treated as confidential by the Board. Should the Board exercise its prerogative to this provision, the cost of services for said examination shall be borne by the School District.

10. **Insurance Benefits.** The Board shall provide the Superintendent and his/her eligible dependents the following insurances or as determined by the Board:

- \$1491.03 per month full family; \$1105.74 per month for two-person; and \$546.71 per month for single subscriber health insurance, Priority Health 90% HMO or 90% POS with a fully funded H.S.A., along with Delta Dental and VSP 2 Silver Vision through MESSA Pak plans. The Board's contribution shall reflect the insurance cap as established by the State Publicly Funded Health Insurance Contribution Act. Any cost greater than the Board's medical insurance contribution shall be subject to payroll deduction. This payment will be by payroll deduction with the employee's option to utilize the district's 125 Plan, consistent with the IRS Code.

Long term disability at 66 2/3% of the monthly salary with a sixty (60) day calendar waiting period.

Term Life Insurance in the amount of two times the annual salary with AD and D benefits.

? 60%  
OUTSIDE  
MESSA

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 is maintained during the term of this Contract. The terms of any contract or policies issued by any insurance company or third-party administrators shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. The Superintendent is responsible for assuring completion of all forms and documents needed to receive the above described insurance coverage. The School District, by payment of the premium required to provide the above described insurance coverage, shall be relieved from all liability with respect to insurance benefits.

11. **Holidays.** The Superintendent is entitled to the following holidays for which no services to the School District are required: July 4, Friday before Labor Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve Day, Christmas Day, New Years Eve Day, New Years Day and Memorial Day.
12. **Sick Leave.** If Superintendent is absent from duty on account of personal illness or disability, he/she shall be allowed full pay for a total of fifteen (15) days per Contract year, cumulative to a maximum of ninety (90) days. Upon resignation or retirement from the District, the Superintendent will receive a payout of up to ninety (90) unused sick days at 50% of the per diem rate at the time of resignation or retirement. Per diem will be calculated based on 50% total compensation being reported to MPSERS divided by 260 days. The payout of the sick leave will have a vesting schedule of 1/3 vested upon each year of this Contract. Upon the completion of the third year of this Contract (2022-2023), the sick leave buy-out will be fully vested and eligible to be paid upon resignation or retirement. This buyout will be paid into an employer-paid 403(b)/401(a) with no cash option given.
13. **Reimbursements.** Superintendent shall be eligible to be reimbursed for travel, meals, and lodging in accordance with reimbursement procedures established by the Board. Any expenses to be incurred by Superintendent for out-of-district travel shall be submitted for review and approval by the Board. Superintendent shall be required to present an itemized account of reasonable and necessary expenses in accordance with direction of the Board.

Superintendent is eligible for reimbursement for 6 graduate credits and/or approved professional development via state level associations every five years based on record of actual completion of the credits. Payment will be made upon receipt of transcripts.

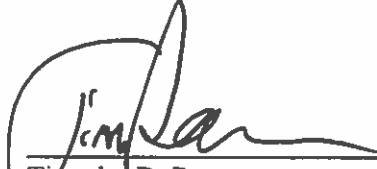
The Board shall pay the dues for membership in reasonable professional associations at his/her request.

14. **Entire Agreement.** This Contract of employment contains the entire agreement and understanding by and between the Board and Superintendent with respect to the employment of the Superintendent and no representations, promises, contracts or understandings, written or oral, not contained herein shall be of any force or effect. All prior agreements pertaining to, connected with, or arising in any manner out of employment of the Superintendent by the Board is hereby terminated and shall hereafter be of no force or effect whatsoever. No change or modification of this Contract of employment shall be valid or binding unless it is in writing and signed by the Superintendent and by the Board President and Board Secretary. No waiver of any provisions of this Contract shall be valid unless it is in writing and signed by the Superintendent and the Board President and Board Secretary. 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 any other time.

15. **Severability.** If any provision of this Contract becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this agreement shall continue in full force and effect without said provisions; provided, however, that no such severability shall be effective if it materially changes the economic benefit of this Contract to any party.
16. **Governing Law.** This Contract is executed on behalf of the School District pursuant to the authority granted under the laws of the State of Michigan.

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

6/15/20  
Date

  
\_\_\_\_\_  
Timothy D. Reeves  
Superintendent, SHELBY PUBLIC SCHOOLS

6/15/20  
Date

  
\_\_\_\_\_  
Steven J. Vinko  
President, Shelby Public Schools Board of Education

6/15/20  
Date

  
\_\_\_\_\_  
Ruth A. Myers  
Secretary, Shelby Public Schools Board of Education

