

Employment Contract

THIS AGREEMENT ("Agreement") is entered into this the 19th day of December, 2016, by and between the St. Clair County Regional Educational Service Agency ("RESA"), 499 Range Road, Marysville, Michigan 48040 and Kevin D. Miller (the "Superintendent") 3744 Estates Drive, Fort Gratiot, MI 48059.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. **Term.** Kevin D. Miller shall be employed by the RESA in the capacity as its Superintendent for the period of April 1, 2017 through June 30, 2020, subject to the terms set forth herein.

2. **Duties and Qualifications.** The Superintendent represents and agrees that he meets and shall meet in the future all legal requirements of the state of Michigan whether by statute, rule or regulation and the qualifications established by the RESA Board of Education for the position. The Superintendent shall be responsible for the entire management and operation of the St. Clair County RESA as such duties are assigned and determined by the RESA Board of Education. The Superintendent agrees to devote his full and best efforts to perform such duties in a competent and professional manner and in compliance with the laws of the state of Michigan, the bylaws, policies, and regulations adopted by the RESA Board of Education and the rules and regulations of the State Department of Education and any other state administrative agency which has jurisdiction over the position or the operations of the RESA.

3. **Assignment of Duties.** The RESA Board of Education, consistent with its policies and procedures, shall be the sole determiner of the assignment of the duties and responsibilities of the Superintendent. However, if the RESA Board of Education reassigns the duties and responsibilities of the Superintendent, he shall suffer no loss in pay.

4. **Exclusion of Tenure in Position.** This contract does not confer tenure upon the Superintendent in the position of Superintendent or any other administrative position and any such administrative tenure is specifically excluded.

5. **Evaluation.** The Superintendent's job performance shall be subject to periodic evaluation at the discretion of the Board of Education.

6. **Compensation.** The Superintendent's salary, for the period from April 1, 2017, through March 30, 2018, shall be \$155,000, which shall be payable on the standard pay cycle of the RESA. The RESA shall pay the employer's payroll tax and retirement contribution based upon the Superintendent's salary, as it does for every eligible employee of the RESA.

The Superintendent's salary for the years 2018-2020 shall be increased at a rate at least equal to those provided to any of its employee groups. The Superintendent's annual salary and other financial incentives for the remaining years of this agreement will be increased by the same percentage as RESA's non-union, at will employees.

7. **Benefits.** RESA agrees to and shall provide the Superintendent with the benefit package provided to the administrative personnel employed by RESA. In the event of any conflicts between this Agreement and the administrative benefits, the terms of this Agreement shall control.

8. **Vacation.** The Superintendent shall be employed on the basis of a fifty-two (52) week work year and shall receive thirty-five (35) days paid vacation during each year of this Agreement. At no time during the period covered by this Agreement, will the total number of vacation days available for the Superintendent's use, exceed 70 days.

9. **Professional Development.** The Superintendent shall be entitled to attend professional conferences at the expense of RESA consistent with Board policy. RESA shall pay for reasonable professional dues and subscriptions for the Superintendent and provide a cellular telephone or other similar device, in the furtherance of his duties.

10. **Car Allowance.** RESA shall provide the Superintendent with a monthly car allowance. During the 2017-2018 school year the amount paid will be \$800 per month, and during the remaining period covered by this Agreement the amount paid will increase by three percent (3%). The Superintendent will not receive any mileage or maintenance fees in addition to the above allowance during the term of the Agreement.

11. **Indemnification.** The Board and District agree to indemnify, defend, and hold harmless the Superintendent from and against any and all claims, actions, lawsuits, administrative damages, costs, interest, legal fees, or expenses brought against or in any way involving the Superintendent in either his official or individual capacities that arise from or relate to matters or conduct within the scope of his employment or duties under this contract, so long as the action does not emanate from the intentional, reckless, criminal or tortuous conduct of the Superintendent contrary to RESA's interests or public policy.

12. **Termination.** The RESA Board of Education, in its discretion, shall have the right to terminate this Agreement if the Superintendent, at any time during this Agreement, fails to maintain any credentials or certification required by law for his position. The Superintendent may be discharged for cause during the term of this Agreement, examples of which are acts of moral turpitude, dishonesty, fraud, insubordination or if the Superintendent materially breaches the terms and conditions of this Agreement. No discharge shall be effective until written charges are served upon the Superintendent and he shall have the opportunity for a hearing

before the RESA Board of Education within ten (10) days of receipt of such charges. At such hearing, the Superintendent shall have the right to be represented by counsel and the hearing may be held in a closed hearing if requested in writing by the Superintendent. In the event of a change in the law such that the hearing must be open, it shall be so conducted. If this Agreement is terminated during the course of its term, pursuant to the terms found in this section, the Board shall have no further obligation hereunder.

13. **Arbitration.** The parties agree to submit to binding arbitration any disputes relating to the discharge of the Superintendent during the term of this Agreement. Selection of the arbitrator and arbitration proceedings shall be conducted under the National Rules for Resolution of Employment Disputes of, and administered by, the American Arbitration Association. Such arbitration shall be conducted pursuant to the terms of the Michigan Arbitration Act, MCL 600.5001, et. seq. and MCR 3.602.

The parties intend that such arbitration shall be inclusive of all contract and statutory claims advanced by the Superintendent arising from his discharge during this Agreement's term including, but not limited to, claims of unlawful discrimination and all claims for damages or other relief. This agreement to arbitrate, however, does not restrict the Superintendent from filing a claim 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 claim for unemployment compensation or workers' compensation. Instead, this arbitration agreement applies to those matters.

This arbitration agreement means the Superintendent waives his rights to adjudicate discrimination claims in a judicial forum, and is instead opting to arbitrate those claims. In any such arbitration proceeding, the Superintendent shall have the right to representation by counsel of his choice, the right to appointment of a neutral arbitrator, the right of 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.

The arbitrator's fees and costs imposed by the American Arbitration Association shall be shared equally by the Board and Superintendent, subject to the right of the Superintendent to seek to tax such fees as costs against the Board.

Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within one year of the effective date of the Superintendent's discharge during the term of this Agreement. The decision and award of the arbitrator shall be

final and binding and judgment thereon may be entered in the St. Clair County Circuit Court.

In the event the Board of Education wishes not to renew this Agreement upon its expiration it shall do so by giving notice of non-renewal pursuant to the Michigan Revised School Code. Failure to provide notice of non-renewal by April 1<sup>st</sup> of any year, shall serve to extend this contract for an additional one (1) year.

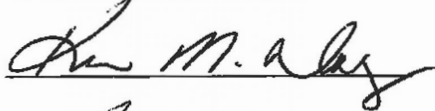

14. **Governing Law.** This Agreement shall be governed by the laws of the state of Michigan.

15. **Entire Agreement.** This written document, except where it references other documents, such as administrative benefits, constitutes the entire agreement of the parties and incorporates all prior agreements and negotiations.

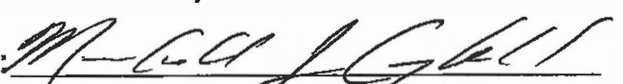
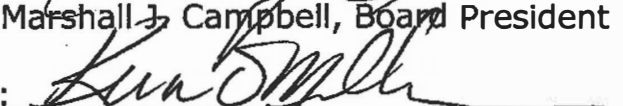
16. **Amendment.** This Agreement may only be amended by a written agreement signed by both parties one of which must be an officer authorized by the RESA Board of Education.

17. **Unenforceable Provision.** In the event any portion of this Agreement shall be determined by a court of competent jurisdiction to be unenforceable by law, the balance of the Agreement shall remain and continue in full force and effect.

Witness:

St. Clair County RESA

By:   
Marshall J. Campbell, Board President  
By:   
Kevin D. Miller, Superintendent

Dated: December 19, 2016

## **Superintendent Contract outline between St. Clair County RESA & Kevin Miller**

**Contract Length:** 3 ¼ years

**Term:** April 1, 2017 - June 30, 2020

**Renewal:** Rolling 3-year contract upon positive evaluation each April

**Salary:** \$155,000 first year, increased in years 2-3 at same rate as union or non-union personnel

**Car allowance:** \$800 per month

**Phone allowance:** \$50 per month

**Sick days:** 18 days per year (same as other full time employees)

**Vacation days:** 35 days per year; cannot roll forward more than 70 at any time

**Other benefits (health insurance, etc.):** same as other administrative personnel

**Payouts upon retirement:** same as other administrative personnel

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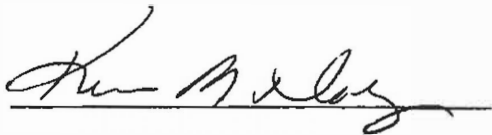
Employment Contract Clarification – Kevin D. Miller

On December 19, 2016, the St. Clair County Regional Educational Service Agency Board of Trustees entered into an employment contract with Kevin D. Miller. The intention of the board of trustees was that Dr. Miller would begin employment as superintendent on April 1, 2017, and that salary and other benefits would become effective April 1, 2017, as well.

This document fulfills and conveys the original intent of the board of trustees in negotiating an employment contract with Kevin D. Miller, superintendent.

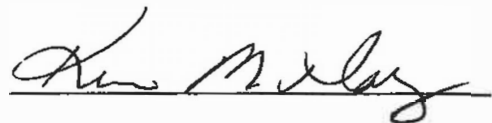
Witness:

St. Clair County RESA

  
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By:

  
\_\_\_\_\_  
Marshall J. Campbell, Board President

  
\_\_\_\_\_

By:

  
\_\_\_\_\_  
Kevin D. Miller, Superintendent

Dated: 5/15/17