MILLINGTON COMMUNITY SCHOOLS ADMINISTRATOR'S CONTRACT OF EMPLOYMENT

THIS AGREEMENT, entered into this 1st day of July 2025, between the Millington Board of Education, hereinafter called "Board" and Stephen Bouvy, hereinafter called "Administrator."

- 1. The Board agrees to employ the Administrator as **Superintendent** of its schools for a term of three (3) years, zero (0) months and zero (0) days from July 1, 2025 to and including June 30, 2028. The Administrator shall be employed to work 260 days for a period of fifty-two (52) weeks each fiscal year (i.e. July 1-June 30).
- 2. 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/her responsibilities and directions related thereto. Administrator is subject to assignment and transfer to another administrative or instructional position of employment in the School District at the discretion of the Board.
- 3. Administrator represents that he/she 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/her continued employment, to meet and maintain 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.
- 4. Administrator agrees to devote his/her 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 that he/she will diligently and competently discharge his/her duties on behalf of the School District to enhance the operation of the School District and will use his/her best efforts to maintain and improve the quality of the programs and services of the School District.
- 5. The District agrees that it shall defend, hold harmless and indemnify the Administrator from any and all demands, claims, suits, actions and legal proceedings brought against the Administrator in his/her individual capacity, or in his/her official capacity as agent and employee of the District, provided the incident arose while the superintendent was acting in the scope of his/her employment, excluding criminal litigations and excluding actions brought against the administrator by the District.
- 6. The school district agrees to grant the employee the following compensation:
 - a. The Board agrees to pay the Administrator for the Administrator's services during each of said contract years in equal bi-weekly installments. The Administrator's annual base salary for the period of July 01, 2025 to June 30, 2028 is \$127,518 for Superintendent duties assigned by the Board which may be paid all or in part through regular payroll with the remainder being paid through Board approved and Board paid annuities at the Administrator's discretion (to the extent permitted by law). Salary adjustments may thereafter be implemented pursuant to Paragraph 9 of this contract.
 - b. As additional compensation the employee shall receive 5% of his base salary to be contributed to an annuity program (through Board approved companies) or for the purchase of MPSERS generic years, military time or other time available to the Administrator through the retirement system. The Board hereby retains the right to increase the annual salary of Administrator during the term of this Contract. Any such increase shall be reflected in a written amendment to 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.

- 7. Benefits. During the term of this Agreement, the Superintendent shall receive the benefits as described below:
 - a. The Board will provide the Administrator and his family health care benefits.
 - b. The Board will provide the Administrator and his/her family with dental benefits.
 - c. The Board will provide the Administrator and his/her family with vision benefits.
 - d. The Board will provide the Administrator a term life insurance policy with a face value not to exceed two times the Administrator's base salary.
 - e. The Board will provide the Administrator with a short-term disability policy.
 - f. The Board will provide long term disability benefits with the following provisions:
 - i. Begin at three months after onset
 - ii. 66 2/3% of the normal monthly earnings.
 - g. The employee shall be granted fifteen (15) days leave per year for sickness, disability or personal business for self and/or family, accumulated to 150 days, five (5) of these days each year can be used for personal business. At the separation of employment, the Administrator shall be paid at the rate of \$125 per day for any unused accumulated sick days.
 - h. **Holidays**. The following shall be observed as (11) paid holidays: Labor Day (2), Thanksgiving (2), Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Good Friday, Memorial Day, and Independence Day.
 - i. **Bereavement:** Up to five (5) days not charged against sick leave will be allowed for any immediate family bereavement. Immediate family shall be interpreted to mean spouse, parents, brother, sister, children, all-in-laws, grandparents or grandchildren, step children and step parents.
 - j. The school district agrees to grant the employee 20 days paid vacation time per school year.
 - k. He shall have the reasonable membership dues for the professional association related to his/her position paid by the Board (region, state, national).
 - 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-district travel shall be submitted in advance for review and approval by the Board.
 Administrator shall be required to present an itemized account of his/her reasonable and necessary expenses
 in accordance with direction of the Board or its designee.
 - m. Upon the request of the Board the Administrator agrees to have annually, a comprehensive medical/mental examination including drug screening reasonably related to the duties he/she will be required to perform, the cost of which shall be borne by the District.
- 8. During the month of January of each year of said contract, the Administrator must provide written notification to the Board President that evaluations and possible salary adjustments must be completed by the Regular Board Meeting in June of each year.

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 causes that are not arbitrary or capricious, as determined by the Board.

- 9. This contract shall be deemed to have been extended for a period of one additional year unless the Board shall have given written notice of non-renewal to the Administrator ninety (90) days prior to its expiration date as required by Section 1229 of the Michigan School Code; MCL 380 1229; MSA 15.41229. The Board is under no obligation to take action in regard to contract extension beyond the requirements as stated in the Michigan School Code, Section 1229 MCL 380.1229; MSA 15.41229.
- 10. It is mutually understood and agreed that this contract does not confer tenure upon the Superintendent in the above described position or any other Administrative position within the district.
- 11. This Agreement contains the entire agreement of the parties hereto, and supersedes any prior written or oral agreements, understandings or discussions and, may not be altered, modified or rescinded by any prior or contemporaneous statement or understanding of each party, or any person on their behalf. This contract supersedes all previous agreements, either written or verbal, between Millington Board of Education and the Administrator.

IN WITNESS WHEREOF, the parties hereto have set their hands this day and year.

BOARD OR ITS DESIGNATE:

BY:

Casey Hendricks, BOARD PRESIDENT

July 1, 2025

DATE

BY:

Stephen Bouvy, SUPERINTENDENT

July 1, 2025

DATE