

Superintendent
CONTRACT OF EMPLOYMENT between
Paw Paw Public Schools
And
Richard Reo
July 1, 2020-June 30, 2023

This Contract is entered into by and between the Board of Education of the Paw Paw Public School District (hereinafter "Board") and Richard Reo (hereinafter "Administrator"). The Board in accordance with its action found in the minutes of its meeting held on June 22, 2020, hereby employs Richard Reo for a period commencing on July 1, 2020 and ending on June 30, 2023, according to the following terms and conditions.

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 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.

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 that he will diligently and competently discharge his duties on behalf of the School District to enhance the operation of the School District and will use his best efforts to maintain and improve the quality of the programs and services of the School District.

4. Administrator shall be paid at an annual (twelve month) salary rate of not less than One Hundred Twenty Thousand Dollars (\$120,000) in consideration of his performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board. This salary rate, and any other benefits, will beginning on July 1, 2020 and concluding on June 30, 2023. The annual salary shall be paid in twenty-six (26) equal bi-weekly installments beginning with the commencement of the fiscal/contract year (July 1 - June 30).

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. 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.

As part of the Administrator's remuneration for service under this Contract, the District shall contribute nine percent (9%) of the Administrator's base salary to a 403(b) annuity program selected by Administrator from the programs available to District employees. Annuity contributions made by the Board on behalf of Administrator shall be on a monthly (or more frequent) basis. Administrator may elect to increase his contribution to the annuity program by authorizing the Board to deduct additional sums from his compensation. All such annuity contributions will be made subject to and in accordance with the District's policy regulating annuities.

5. Administrator is employed on the basis of fifty-two (52) weeks of work per contract/fiscal year (July 1 through June 30). Administrator shall be granted vacation time of 25 days per contract/fiscal year. Administrator shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District. All scheduling of vacation, community service work and personal business is subject to the approval of the Board of Education President.

With written permission of the Board of Education President, Administrator shall be allowed to accumulate a maximum of ten (10) unused vacation days to the following contract/fiscal year, additionally he may elect, in writing, to be paid for a maximum of another ten (10) unused vacation days at the conclusion of the contract/fiscal year in which those days initially accrue. At no time will Administrator be allowed to have a total more than forty (40) credited vacation days (i.e., accumulated vacation days plus current contract/fiscal year allotment). Compensation for unused vacation days will be paid if elected by Administrator, at the end of the contract/fiscal year in which those days accrued. The per diem rate for this compensation will be calculated by dividing Administrator's annual salary by 260 days. Payment for unused vacation days shall not be subject to District contributions under the Michigan Public School Employees Retirement Act.

Administrator shall be entitled up to three (3) days per contract/fiscal year for purposes of performing community service work.

Administrator shall be granted two (2) personal business days per contract/fiscal year to use at his discretion.

6. Administrator's performance shall be evaluated by the Board not less than annually.

7. 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.

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/she 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.

8. In the event of Administrator's mental and/or physical incapacity to perform the duties of his/her office, he/she shall be granted an initial leave of ninety (90) workdays for purpose of recovery. The Administrator shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the ninety (90) workday period to be unpaid. Upon utilizing leave under this provision, Administrator shall furnish medical certification to the Board (or its designee) respecting 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/her 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/her 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/her 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 resumption of duty after an unpaid leave of absence for a serious health condition, Administrator shall provide to 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.

9. Administrator agrees that he/she 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.

10. 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.

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

- A. Health insurance. The District shall provide a group health and hospitalization insurance plan for the Administrator and his dependents. Such plan shall be identical to that available to other administrators in the District.
- B. Dental insurance. The District shall provide a group dental insurance plan for the Administrator and his dependents. Such plan will be identical to that available to other administrators in the District.
- C. Term life insurance (administrator only). The District shall provide a term life insurance policy for the Administrator. The coverage of this policy shall be at least equal to one and one-half (1 -1/2) times the Administrator's then existing annual salary. However, the term life insurance policy only guarantees up to \$150,000 and anything beyond that amount will be subject to Evidence of Insurability and approval with a maximum benefit of \$200,000. The beneficiary of said policy and/or policies shall be designated by the Administrator.
- D. Vision insurance. The District shall provide the Administrator with Vision Insurance - such plan shall be identical to that available to other administrators in the District.
- E. Long Term Disability insurance. The District shall provide the Administrator with a long-term disability plan. Such plan shall be identical to that available to other administrators in the District.

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 \$400, 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.

12. 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 Contract. The Board shall not be required to remit medical benefit plan costs or 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 medical benefit costs and premium contributions

required under this Contract to provide the above-described plans and products, shall be relieved from all liability with respect to insurance benefits.

13. Administrator is entitled to the following holidays for which no service to the School District is required:

- Independence Day (Friday or Monday if it falls on a weekend)
- Labor Day
- Thanksgiving Day
- The Day after Thanksgiving
- Christmas Day (Friday or Monday if it falls on a weekend)
- One Day adjoining Christmas Day
- New Year's Day (Friday or Monday if it falls on a weekend)
- One Day adjoining New Year's Day
- Good Friday (or Friday during Spring Break if school is in session on Good Friday)
- Memorial Day

14. Administrator shall earn 13 sick days per contract year. The days for the year will be added to the Administrator's sick bank at the start of the school year. Sick leave days are available to be used for personal or family illness, or for the death of a family member, relative, or friend. Unused paid leave days hereunder shall be cumulative to a maximum of 150 days for absence due to personal illness or disability of Administrator.

15. Administrator shall be eligible to be reimbursed for travel (except for car mileage), 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 President. 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.

Subject to approval by the Board President, the fees or dues for membership in three (3) appropriate professional organizations shall be paid by the Board. The District shall pay the Association dues of the Administrator for the American Association of School Administrators (AASA), the Michigan Association of School Administrators (MASA) and MASA Region in which the District is located, as well as other appropriate affiliations, if approved.

Subject to prior approval by the Board, the Administrator may attend appropriate professional meetings at the local level. He may attend a total of up to two (2) state and/or national level professional conferences and shall be reimbursed for any registration fees, tuition, travel, lodging and/or reasonable meal expenses for himself in relation thereto not prepaid by the Board. Additional professional meetings/conferences shall be considered for attendance and reimbursement if pre-approved by the Board President.

The District shall reimburse the Administrator for reasonable expenses incurred for successfully completed academic university courses including tuition, fees, and other necessary costs to a maximum of six (6) graduate hours in a fiscal/contract year.

16. 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 \$1 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 380.1 la3)(d).

17. 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.

19. 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).

20. 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.

21. **Superintendent Evaluation and Contract Extension Consideration:** Annually, but no later than the last day of December of each year during the term of this contract, the Board of Education shall review with the Superintendent, his performance as Superintendent as required by MCL 380.1249 and MCL 380.1249b. using an evaluation instrument with multiple rating categories, one that takes into account data on student growth as a significant factor and established performance goals, and one that is mutually agreeable and in compliance with the above mentioned laws. Upon completion of the formal evaluation, the Board of Education shall consider a one-year renewal/extension of the contract and take formal action on that consideration by no later than 30 days following the completion of the evaluation.

22. **Merit Compensation:** The Superintendent shall receive an annual merit compensation bonus based upon his performance \$500 if he is rated Highly Effective on his annual evaluation. The Superintendent shall receive \$250 if he is rated Effective on his annual evaluation. The Superintendent shall not receive any bonus if he is rated Minimally Effective or Ineffective on his annual evaluation.

23. This Contract is executed on behalf of the Paw Paw Public School District pursuant to the authority granted as contained in the resolution of the Board adopted on June 22, 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.

Date: _____

ADMINISTRATOR

Current Street address

Current City, State and Zip

Current Home Telephone

Current Cell Telephone

PAW PAW PUBLIC SCHOOLS
BOARD OF EDUCATION

Date: _____

By _____