

**SOUTH LYON COMMUNITY SCHOOLS  
CONTRACT OF EMPLOYMENT – ASSISTANT SUPERINTENDENT**

Pursuant to Section 1229(2) of the Revised School Code, the **Board of Education (“Board”)** of the **South Lyon Community Schools (“District”)** employs **BEN KIRBY (“Administrator”)** for a **two (2)** year period beginning **July 1, 2019** and ending on **June 30, 2021**, according to the terms and conditions of this Contract of Employment as specifically described below. Any extension of this Contract requires the Board’s express approval.

1. **Duties.** The Administrator shall faithfully and diligently perform the duties of **Assistant Superintendent For Administrative Services** as required by law and as prescribed by the Board, as well as those duties that may be further established, modified, or amended from time to time by the Board and under the supervision and direction of the Superintendent.

- A. The Administrator acknowledges the ultimate authority of the Board as to his/her duties and agrees to faithfully perform those duties and to diligently implement the Board’s policies and education programs.
- B. The Administrator is subject to assignment and transfer to another administrative position of employment with the District at the discretion of the Superintendent or Board. In the event of such assignment/transfer, the Administrator’s salary, annuity, and other group benefits shall be those as stated in this Contract, or as such other terms that may be mutually agreed by the Administrator and Board pursuant to ¶ 5.D. and ¶ 23.B.

2. **Qualifications.** The Administrator represents that he/she possesses and will maintain all certificates, credentials, and qualifications required by law, including Sections 1246 and 1536 of the Revised School Code, Michigan Department of Education regulations, and those required by the Board to serve in the position assigned.

- A. As a condition of his/her continued employment, the Administrator also agrees to meet all continuing education requirements for the position assigned, as may be required by law or by the Michigan State Board of Education, and/or the Michigan Superintendent of Public Instruction.
- B. If at any time the Administrator fails to maintain all certificates, credentials, continuing education requirements, or qualifications for the assigned administrative position, this Contract shall automatically terminate and the Board shall have no further obligation under its terms.

3. **Performance.** The Administrator agrees to devote his/her talents, skills, efforts, and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned, including compliance with the directives of the Superintendent to carry out the Board’s policies and educational programs.

- A. The Administrator agrees to comply with and fulfill all responsibilities and tasks for which he/she is responsible as required by state and federal law, as well as by the Board through its policies and regulations, and by the Superintendent through his/her directives.
- B. The Administrator pledges to use his/her best efforts to maintain and improve the quality of District operations and to constantly promote efficiency in all areas of the Administrator’s responsibility.

- C. The Administrator agrees to diligently and competently discharge his/her duties on behalf of the District to enhance its operations and will use his/her best efforts to maintain and improve the quality of the District's programs and services.

4. **Performance Evaluation.** The Administrator's performance shall be evaluated by the Superintendent or designee, at least annually. For central office-level school administrators who are regularly involved in instructional matters, this evaluation process shall comply with Section 1249b of the Revised School Code (or its successor provision), using multiple rating categories that take into account student growth data as a significant factor. See MCL 380.1249b.

5. **Compensation.** The Administrator shall be paid at an annual (12-month) salary rate of not less than **(\$132,880)** in consideration of his/her performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board and Superintendent.

- A. The annual salary shall be paid in twenty-four (24) equal bi-weekly installments, beginning with the commencement of the Contract year (July 1 - June 30). For contracts beginning after July 1, the annual salary will be prorated and will be spread equally among remaining pay dates.
- B. The Board retains the right to additionally increase the Administrator's annual salary during the term of this Contract, but in no event shall the salary be less than that for the previous Contract year.
- C. For central office-level school administrators who are regularly involved in instructional matters, consistent with Section 1250 of the Revised School Code and Board Policy 3136 (Performance-Based Compensation), 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.
- D. Any adjustment in salary made during the term of this Contract shall be in the form of a written amendment and, when executed by the Administrator and the Board, shall become a part of this Contract.
- E. As part of his/her total salary compensation, the Administrator shall also receive a tax-deferred annuity payment in the amount of nine percent (9%) of his/her annual salary rate for an annuity to be selected by the Administrator from a list of eligible programs approved by the District. The Board shall make this payment by October 1 of each Contract year. For contracts beginning after July 1, the annuity will be prorated and paid on the second pay in April.
- F. The Administrator, the Board, and the District intend that all items of remuneration listed in ¶ 5 ("Compensation") be treated as "compensation" as defined by the Michigan Public School Employees Retirement Act, MCL 38.1303a, and will be included in the Administrator's final average compensation reported to the Michigan Office of Retirement Services.
- G. If the Administrator separates his/her employment with the District during the contract year, the Administrator's salary shall be adjusted to reflect payment on a per diem basis for the number of days on which services were actually rendered during that contract year. Any amounts due to the Administrator upon separation shall be remitted as soon as such amounts can diligently be determined and processed. Any remuneration received by the Administrator which exceeds this per diem calculation shall be deducted from the Administrator's remaining wages. By executing this contract, the Administrator gives his/her written consent for such

deductions. Any overpayment not recoverable through wage deduction shall be remitted by the Administrator within three (3) business days of separation from employment. If not paid in this manner, the Administrator agrees that judgment may be entered against him/her in any court of competent jurisdiction for such amount.

6. **Reimbursed Expenses.** The District shall reimburse the Administrator for all reasonable expenses resulting from the performance of his/her duties as Administrator, including travel, meals, and lodging in accordance with the District's per diem expense and reimbursement procedures.

7. **Professional Development.** Subject to approval of the Superintendent or designee, the Administrator may attend appropriate professional meetings, conferences, or workshops at the local, state, and national levels, as well as training related to professional development and certification. The District shall pay the Administrator's reasonable expenses related to said attendance including registration fees, tuition, travel, lodging, and meal expenses.

8. **Professional Dues.** The School District shall pay the Administrator's association dues for membership in the appropriate professional organization, with the total cost not to exceed the cost of a MEMSPA membership unless that additional amount is approved in writing by the Superintendent.

9. **Insurance Programs.** Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder, or third-party administrator, the Board shall make premium payments on behalf of the Administrator and his/her eligible dependents for the insurance programs, subject to possible modification as stated in ¶ 10 below.

- A. Health and hospitalization insurance
- B. Dental insurance
- C. Vision insurance
- D. Term life insurance with benefits for up to two (2) times the Administrator's annual salary, to include an accidental death and dismemberment provision. The Administrator shall be permitted to purchase (at his/her cost) additional life insurance
- E. Long-term disability insurance

If the Administrator elects to not be covered by health and hospitalization insurance, he/she shall instead receive a cash in lieu payment in the same amount as other District employees (**\$2,356.96 for 2019-2020**), which amount shall be increased annually by 62.5% of the District's increased per pupil funding rate. This amount shall be distributed annually in cash (divided equally among the 24 pays or in a lump sum as the Administrator may elect).

The Administrator agrees that the Board has the right to allocate to the Administrator responsibility for a portion of the benefit plan costs for the insurance coverage specified above, as may be determined by the Board, in its discretion. This contribution, however, shall not be less than the statutory "hard cap" amount necessary to comply with the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. The Board will notify the Administrator of the amount for which he/she is responsible in excess of the Board-paid benefit plan costs contributions. The Administrator agrees that the amount of benefit plan costs contributions designated by the Board as the Administrator's responsibility shall be payroll-deducted from the Administrator's compensation.

10. **Insurance Contracts.** The Board reserves the right to change the identity of the insurance carrier, policyholder, or third-party administrator for any of the coverage for the plans and programs identified in ¶ 9, provided that comparable coverage (as determined by the Board) is maintained during the term of this Contract.

- A. The Board shall not be required to remit premiums for any insurance coverage for the Administrator and his/her eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder, or third-party administrator.
- B. 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.
- C. The Administrator is responsible for ensuring the completion of all forms and documents needed to receive the above-described insurance coverage.
- D. The District, by remitting the premium payments required to provide the above-described insurance coverage(s), shall be relieved from all liability as to insurance benefits.

11. **Errors and Omissions Insurance.** The Board agrees to pay the premium amount for errors and omissions insurance coverage for the Administrator while engaged in the performance of a governmental function and while the Administrator is acting within the scope of his/her authority. The policy limits for this coverage shall be not less than Five Million Dollars (\$5 million).

- A. The terms of the errors and omissions insurance policy shall control the Administrator's defense and indemnity. The Board's sole obligation shall be limited to the payment of premium amounts for the above errors and omissions coverage.
- B. If such insurance coverage cannot be purchased in the above amount or at a reasonable premium rate, the Board will promptly notify the Administrator of that fact and the parties will promptly meet and confer to reach a mutually agreeable solution to address that situation. In that event, the Board agrees on a case-by-case basis to consider providing legal defense or indemnification to the Administrator as authorized under MCL 691.1408 and MCL 380.11a(3)(d).

12. **Vacation.** The Administrator is employed on the basis of (219) days of work per contract year (July 1 - June 30), as scheduled by the Board. The Administrator shall be granted vacation time of (30) days per contract year, in addition to the holidays recognized by the School District and identified in ¶ 14 below.

- A. The Administrator shall schedule use of vacation days in a manner to minimize interference with the District's business and orderly operation. All vacation scheduling is subject to the approval of the Superintendent or designee.
- B. Vacation days must be used within the contract year for which they are made available and shall not accumulate beyond the contract year.
- C. The Administrator shall be paid annually on a per-diem basis for any unused vacation days up to five (5) for that contract year. In compliance with Section 164a of the State School Aid Act, neither party intends that this monetary payment in lieu of unused vacation be used for the purpose of increasing the Administrator's retirement benefits. See MCL 388.1764a.

13. **Holidays.** Consistent with the School District's calendar, the Administrator is entitled to the following eleven (11) paid holidays for which no service to the District is required: Labor Day, Thanksgiving and the day after Thanksgiving, Christmas Eve Day and Christmas (or the two days surrounding December 24 and 25 if they fall on a non-work day), New Year's Eve Day, New Year's Day

(or the two days surrounding December 31 and January 1 if they fall on a non-work day), MLK Day, Good Friday, Memorial Day, Independence Day.

14. **Sick Leave.** If the Administrator is absent from duty due to family/personal illness, he/she shall be allowed full pay for a total of fourteen (14) days per contract year. Unused sick leave days shall accumulate. Upon employment separation from the District, the Administrator shall be paid one-half (1/2) of his/her accumulated unused leave days, up to a maximum of two hundred fifty (250) days, at the Administrator's then-current per diem rate. This pay-out of unused sick days shall not be made unless the Administrator has accumulated ten (10) years of employment with the District or is separating employment for the purpose of retirement.

15. **Disability Leave.** In the event of the Administrator's mental or physical incapacity to perform the duties of his/her assignment, the Administrator shall be granted an initial paid leave of ninety (90) work days for purpose of recovery. The Administrator shall first exhaust any accumulated sick leave under ¶ 14 before triggering the paid disability leave in ¶ 15. The District shall pay its share of the Administrator's health plan premium during this leave to the extent required by law. Upon using leave under this provision, the Administrator shall furnish medical certification to the Board (or its designee) as to the necessity for the leave.

- A. If the Board (or designee) has reason to doubt the validity of the medical certification supplied by the Administrator, it may require a second opinion, at Board expense.
- B. The Administrator may request a ninety (90) work-day unpaid leave extension in the event of his/her physical 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 the Administrator will be able to resume his/her duties at the end of the extended leave interval. Medical certification shall be supplied by the Administrator as a condition to any leave extension. Any extensions of leave for this purpose shall be at the Board's discretion.
- C. If the Administrator is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any leave extension), his/her employment and this Contract may be terminated at the Board's option. However, no such termination shall occur when restoration after leave is required by the Family and Medical Leave Act.
- D. Before any resumption of duty after an unpaid leave of absence for a serious health condition, the Administrator shall provide to the Board a fitness for duty certification from the Administrator's health care provider. A second opinion may be required by the Board, at its expense, unless the securing of the second opinion is precluded by the Family and Medical Leave Act.

16. **Medical Examination.** The Administrator shall submit to such medical examinations (including drug or alcohol tests), 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, or as may be directed by the Board to determine the Administrator's ability to perform the essential job functions required by his/her assignment, with or without reasonable job accommodation(s).

- A. Upon the Board's request, the Administrator shall authorize the release of medical information necessary to determine if the Administrator is able to perform the essential job functions required by her assignment, with or without reasonable job accommodation(s).

- B. Any medical or psychological examination or disclosure of such information required of the Administrator by the Board shall be job-related and consistent with business necessity.
- C. Any medical or psychological examination under this section shall be at Board expense and shall be conducted by appropriate medical personnel of the Board's choice.
- D. Any information obtained from medical or psychological examinations or inquiries shall be confidential. The Administrator may receive the results of Board-ordered tests and examinations upon written request.

17. **Administrator Benefits.** Attachment A. In any case of inconsistency or contradiction, the terms of the Administrator's Contract shall control.

18. **No Tenure in Position.** The Administrator agrees that he/she shall not be deemed to have been granted tenure in the administrative position initially assigned or to which she may be assigned or transferred or in any capacity other than that of a classroom teacher pursuant to the Teachers' Tenure Act.

19. **Layoff.** This contract may be terminated during its term pursuant to a reduction in personnel as determined by the Board. The Administrator shall receive at least thirty (30) days' notice before the effective layoff date.

20. **Nonrenewal.** The Board's decision not to continue or renew the Administrator's employment for any subsequent period in any capacity (other than as a classroom teacher as may be required by the Michigan Teachers' Tenure Act) shall not be deemed a breach of this Contract or a discharge or demotion under the Michigan Teachers' Tenure Act.

21. **Termination.** The Board is entitled to terminate the Administrator's employment at any time during the term of this Contract when it determines that the Administrator has engaged in any act of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if the Administrator materially breaches the terms and conditions of this Contract, or for any other basis that constitutes reasonable and just cause.

- A. The foregoing standard for termination of this Contract during its term shall not apply to nonrenewal of this Contract at the expiration of its term, which decision is discretionary with the Board and shall be governed by Section 1229 of the Revised School Code, MCL 380.1229.
- B. If the Board undertakes to dismiss the 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.
- C. If the Board terminates the Administrator's employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further contractual obligation to the Administrator.

22. **Limitations.** The Administrator agrees that any claim or suit arising out of his/her 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. The 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 in this Contract and expressly 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 parties' intent that the court will 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.

23. **Entire Agreement.** This Contract contains the entire agreement and understanding between the Board and the Administrator about the Administrator's employment. Prior or concurrent representations, promises, contracts, or understandings (written or oral) not contained in this Contract have no effect.

- A. Any prior agreement (written or oral) pertaining to the terms of this Contract is cancelled and superseded by this Contract. Provided, however, that this Contract is voidable under the Revised School Code's provisions pertaining to criminal history and records checks.
- B. No change or modification of this Contract is valid or binding unless it is in writing, approved by official action of the Board as reflected in its minutes, and signed by the Administrator and the Board or its designee.
- C. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provisions of this Contract at such time or at any other time.

24. **Voidability.** If any provision of this Contract 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).

25. **Authorization.** This Contract is executed on behalf of the School District pursuant to the authority contained in the Board resolution adopted on **June 17, 2019** the same being incorporated herein by reference.

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

ADMINISTRATOR

Date: \_\_\_\_\_, 201\_\_

\_\_\_\_\_

BEN KIRBY

SOUTH LYON COMMUNITY SCHOOLS  
BOARD OF EDUCATION

Date: \_\_\_\_\_, 201\_\_

By: \_\_\_\_\_

Melissa Baker  
Its Superintendent