

**Evart Public Schools
Contract Of Employment
Superintendent**

Pursuant to Section 1229(1) of the Revised School Code and in accordance with the action found in the minutes of the **Board of Education (Board) of the Evart Public Schools (District)** meeting held on May 15th 2024, the Board employs Daniel Boyer (**Superintendent**) according to the terms and conditions set forth in this Agreement.

Terms

1. **Duration.** This Contract shall be for a two (2) year period beginning on July 1, 2024, and ending on June 30, 2026, subject to extension and termination as described below. A Contract year runs from July through June.

2. **Extension.** On or before March 31st of each Contract year, the Board shall determine whether to extend the Contract for an additional year. The Board shall notify the Superintendent of its action no later than March 31st of the Contract year. By February 1st of each year, the Superintendent shall, in writing, advise the Board of its duties under this provision. The Board in its sole discretion may decline to extend this Contract.

3. **Qualifications.** The Superintendent represents that he possesses and will maintain all certificates, approvals, credentials, and qualifications required by law, including Revised School Code Sections 1246 and 1536, the regulations of the Michigan Department of Education, and those required by the Board to serve in the position assigned. The Superintendent agrees, as a condition of continued employment, to meet and maintain all certification and continuing education requirements for the position assigned, and as may be required by law and/or by administrative regulation. If the Superintendent fails to maintain all certificates, credentials, continuing education requirements, or qualifications for the assigned administrative position, this Contract shall automatically terminate, and the Board will have no further obligation.

4. **Duties.** The Superintendent shall faithfully and diligently perform the duties of Superintendent as required by law and as prescribed by the Board through its policies, regulations, and directives, as well as those duties that may be further established, modified, or amended from time to time by the Board.

- A. The Superintendent acknowledges the Board's ultimate authority to determine his duties and related directions.
- B. As the District's chief operating officer, the Superintendent will administer the District's instructional, personnel, and business affairs, subject to Board direction.
- C. The Superintendent is subject to assignment and transfer to another administrative position of employment in the District at the Board's discretion.

- D. The Superintendent will apprise the Board of information which may be of importance to its members.
- E. The Superintendent will prepare all Board meeting agendas in cooperation with the Board President.
- F. The Superintendent will promote good community relations and represent the District in working with other organizations, school staff, the public, and news media.
- G. The Superintendent will prepare an annual budget, submit it to the Board of Education for approval no later than June 30th of each calendar year, and direct expenditures within the limits of the Board approved budget.
- H. The Superintendent will develop organizational goals in cooperation with the Board and other interested parties and keep the Board informed of progress toward the goals.
- I. The Superintendent will devote his full working time and best efforts to perform these duties for the District and will not engage in other gainful employment without prior written approval from the Board. (The Superintendent may undertake speaking engagements, teaching, writing, lecturing, or other professional activities which are not inconsistent with the full performance of his duties as Superintendent.)

Compensation

5. **Compensation.** For performance of the duties under this Contract, the Superintendent shall receive a salary of One Hundred Twenty Thousand Dollars (\$120,000.00) from July 1, 2024 through June 30, 2025. for an annual (12 month) salary of Two Hundred Sixty (260) workdays for the 2024- 2025 Contract Year. This salary will be remitted on the District's regular payroll.

- A. The Superintendent's annual salary shall be paid in twenty-six (26) substantially equal bi-weekly installments beginning with the commencement of the Contract year (July 1 through June 30).
- B. The Superintendent's per diem rate is calculated by dividing by 260 the annual base salary only (excluding from this formula any additional pay or benefits).
- C. Upon the Superintendent's employment separation from the District during any Contract year, his salary shall be adjusted to reflect payment, on a per diem basis without fringe benefit values, for the number of days on which services were rendered during the Contract year. Any amount due to the Superintendent upon separation shall be remitted by the Board as soon as the amount can be determined diligently. Any wage or benefit amount received by the Superintendent exceeding days worked during the Contract year shall be deducted from the Superintendent's remaining wages. By executing this Contract, the Superintendent gives his written consent for such deduction.

- D. Any wage overpayment not recoverable by the Board through wage deduction shall be remitted to the Board by the Superintendent within three (3) business days of separation from employment. If not paid in this manner, the Superintendent agrees that judgment may be entered against him in any Michigan court of competent jurisdiction for such amount(s).
- E. The Board retains the right to adjust the Superintendent's annual salary during the term of the Contract. Any such salary adjustment shall not reduce the annual salary below the minimum annual salary prescribed above. 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 Superintendent and the Board, and shall become a part of this Contract. Any increase in salary for 2025-2026 contract year shall be consistent with the percentage increase received by the teachers association.

Fringe Benefits

6. **Insurance.** Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder, or third-party administrator, the District shall make medical benefit plan cost payments, premium payments, and representative premium payments on behalf of Superintendent and his eligible dependents for the following insurance programs:

Health, Dental, Vision, Long-Term Disability: The Superintendent will select one of the available insurance options offered by the District.

Health Insurance: The medical benefit plan costs may change annually. The Superintendent must pay any medical benefit plan costs exceeding the employer portion through payroll deduction. In addition to out-of-pocket contributions, the Superintendent must pay the annual deductible amount as specified by the insurance provider.

Term Life/ADD: \$240,000.

7. **Insurance Contracts.** 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, as determined by the Board, is maintained during the term of this Contract.

A. The Board is not required to remit medical benefit plan cost payments, premium payments, or representative premium payments for any insurance coverages for the Superintendent and his eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder, or third-party administrator. If an underwriter, policyholder, or third-party administrator declines enrollment of the Superintendent or his dependents in the coverages specified above, the Board will undertake reasonable efforts in cooperation with the Superintendent to identify alternative insurance plans or coverages in which the Superintendent

or his eligible dependents may be accepted for enrollment. If accepted for enrollment in such plans, the Board will remit the regular medical benefit plan cost payments, premium payments, and representative premium payments for coverage.

- 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 Superintendent is responsible for completing and submitting all forms and documents needed to receive the above-described insurance coverage.
- D. The Board, by payment of the medical benefit plan cost payments, premium payments, and representative premium payments required to provide the above described insurance coverage, shall be relieved from all liability as to insurance benefits.

8. ***Errors and Omissions/Educators Legal Liability/General Liability Insurance.*** The District will pay the premium amount for errors and omissions and/or educators legal liability coverage as well as comprehensive general liability coverage for Superintendent while engaged in the performance of a governmental function and while Superintendent is acting within the scope of his authority.

- A. The aggregate policy limits for errors and omissions/educators legal liability coverage shall be not less than \$1,000,000 inclusive of defense costs, charges, and expenses.
- B. The aggregate policy limits for comprehensive general liability insurance shall not be less than \$1,000,000.
- C. The Superintendent shall have the right to access copies of insurance policies, documents, claim forms, and related documents.
- D. The terms of the above insurance policies shall control as to the Superintendent's defense and indemnity. The Board's sole obligation is limited to the payment of premium amounts for the above coverage. If that coverage cannot be purchased in the above amounts and/or reasonable premium rates, the Board has the right to discontinue that coverage and shall notify the Superintendent. In that event, the Board will, on a case-by-case basis, consider providing legal defense and/or indemnification to the Superintendent as authorized by MCL 691.1408 and MCL 380.601a(1)(d).

9. ***Reimbursed Expenses.*** The District shall reimburse the Superintendent for all actual, necessary, and reasonable expenses incurred from the performance of his administrative duties, including travel, meals, and lodging in accordance with the District's per diem expense and

reimbursement procedures. Reimbursement will be made upon approval of the Treasurer or the Board after the Superintendent's submission of receipts and related expenditure reports.

No District Funds will be used for reimbursement of alcoholic beverages or for golf greens fees.

10. **Mileage Reimbursement.** The District shall also reimburse the Superintendent at the applicable IRS rate per mile for out of district school business trips. Mileage reimbursement reports must be submitted to the Business Office monthly.

11. **Professional Dues.** The District shall pay the Superintendent's dues for membership in the American Association of School Administrators (AASA), the Michigan Association of School Administrators (MASA), and the MASA region in which the District is located. Upon appropriate notice to and approval of the Board President, the District will also pay the reasonable dues and fees necessary to support the Superintendent's membership in other national, state, and local educational and civic organizations as deemed appropriate by the parties for the Superintendent's role as an educational leader of the District. In addition, the Board agrees to pay the Administrative certification fee.

12. **Professional Growth.** To encourage and foster continued professional growth, the Superintendent may attend appropriate professional meetings, conferences, or workshops at the local and state levels, as well as training related to professional development and certification. The District shall pay the Superintendent's reasonable expenses related to that attendance including registration fees, tuition, travel, lodging, and meal expenses for himself in accordance with Board policy. The District shall budget professional growth costs for at least the MASA Fall and Mid-Winter Conferences. The Superintendent may attend appropriate professional meetings at the national level, the expenses of which will be paid by the District only with prior approval from the Board President.

13. **Sick Leave.** Superintendent shall receive twelve (12) paid sick leave days per Contract year for personal illness or disability. Superintendent may accumulate up to ninety (90) unused sick leave days. No payment for unused sick leave days will be made upon the Superintendent's employment termination.

14. **Personal Business Leave.** The Superintendent shall receive four (4) days per Contract year to conduct personal business which cannot otherwise be conducted during the regular business day. These days do not accumulate from year to year and are not subject to payout.

15. **Bereavement leave.** The Superintendent shall be allowed up to five (5) days per Contract year for the purpose of attending to a death in the immediate family. Additional days may be granted with the approval of the Board President. Funeral leave for others may be taken, subject to the approval by the Board, or its designee, but such days will be deducted from the Superintendent's sick leave.

16. **Medical Examination.** The District will pay the cost of an annual physical examination to the extent that cost is not covered by the Superintendent's health insurance. The Superintendent 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, the Superintendent shall authorize the release of medical information necessary to determine if the Superintendent can perform 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 the Superintendent 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.

17. **Disability Leave.** In the event of the Superintendent's mental and/or physical incapacity to perform the duties of his office, he shall be granted an initial leave of ninety (90) workdays for the purpose of recovery. The Superintendent shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the ninety (90) workday period to be unpaid. Health plan premium payments shall be made on behalf of the Superintendent during this interval to the extent required by law. Upon using leave under this provision, the Superintendent shall furnish medical certification to the Board (or its designee) for the leave's necessity.

- A. If the Board (or designee) has reason to doubt the validity of the medical certification supplied by the Superintendent, the Board may require a second opinion, at Board expense.
- B. If the Superintendent is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any extension), his employment and this Contract may be terminated at the Board's option. No such termination shall occur where restoration after leave is required by the Family and Medical Leave Act.
- C. Before resumption of duty after an unpaid leave of absence for a serious health condition, the Superintendent shall provide to the Board a fitness for duty certification from the Superintendent'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.

18. **Vacation.** The Superintendent's employment is based on the fifty-two (52) weeks of work per Contract year (July 1 through June 30) as scheduled by the Board. The Superintendent shall be granted paid vacation time of twenty (20) days per Contract year, exclusive of the holidays listed below.

- A. The Superintendent shall schedule use of vacation days in a manner to minimize interference with the District's orderly operation.
- B. The Superintendent shall provide advance notice to the Board President of vacation or other planned absences of more than three (3) consecutive business days or when the Superintendent anticipates being absent from a Board meeting.
- C. Vacation days must be used with the Contract year for which they are made

available. The Superintendent shall not receive additional compensation for unused vacation days without the Board's approval.

19. **Holidays.** The Superintendent is entitled to the following paid holidays for which no service to the District is required: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve. The Superintendent will also be entitled to the following paid holidays if school is not in session: President's Day, Good Friday, Safety Day.

Conditions

20. **No Tenure in Position.** This Contract does not grant the Superintendent continuing tenure in the administrative 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 District. The Board's decision not to continue or renew the Superintendent'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 a breach of this Contract or a discharge or demotion under the Michigan Teachers' Tenure Act.

21. **Performance Evaluation.** The Superintendent's performance shall be evaluated by the Board at least annually. The annual evaluation process will be completed no later than March 31st. This evaluation process shall comply with Revised School Code Section 1249b (or its successor provision), and Board Policy. The Superintendent shall notify the Board by February 1st of the need to complete the pending evaluation by the contractual deadline.

Within fifteen (15) calendar days after Board action on the Superintendent's evaluation rating, the Superintendent may appeal a rating of needing support. The written appeal must be delivered to the Board President and must identify the specific reason(s) for the appeal as well as the remedy sought. No later than fifteen (15) calendar days after the Board President's receipt of the appeal, a meeting shall be scheduled for the Board to review the Superintendent's appeal. As permitted by the Open Meetings Act, the appeal review may be conducted in closed session at the Superintendent's request. The Board's decision is final and is not subject to arbitration.

22. **Resignation.** The Superintendent shall provide at least ninety (90) days' written notice to the Board of his intent to resign and terminate this Contract.

23. **Non-renewal.** As required by Revised School Code Section 1229(1), notice of non renewal shall be provided to the Superintendent at least ninety (90) days before the Contract's expiration. The Board's decision not to renew the Superintendent'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) is not a breach of this Contract or a discharge or demotion under the Michigan Teachers' Tenure Act.

24. **Termination.** The Board is entitled to terminate the Superintendent's employment for just cause at any time during the term of this Contract.

- A. If the Board undertakes to dismiss the Superintendent during the term of this Contract, the Board shall provide the Superintendent with written notice of the charges and an opportunity for a hearing before the Board.
- B. The Superintendent may be represented by legal counsel at the Board hearing, but at his expense. All fees relating to the Superintendent's legal counsel are the Superintendent's sole responsibility.
- C. If the Superintendent's employment is terminated during the term of this Contract, this Contract shall automatically terminate, and the Board shall have no further obligation.
- D. The foregoing standards for termination of this Contract during its term do not apply to non-renewal of this Contract at the expiration of its term, which decision is discretionary with the Board.

25. **Arbitration.** If an unreconciled dispute relating to any Contract provision arises during the term of this Contract, the parties agree to submit that dispute to binding arbitration, except for any appeal of the Superintendent's performance evaluation. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes administered by the American Arbitration Association (AAA), except as expressly stated below. This arbitration shall also comply with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.

- A. The parties intend that this dispute resolution process include all contractual, statutory, and contractual claims advanced by the Superintendent arising from his termination during the term of this Contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. Accordingly, the Superintendent waives the right to adjudicate those claims in a judicial forum and instead opts to arbitrate those claims.
- B. Notwithstanding the fact that the AAA National Rules for the Resolution of Employment Disputes may have a different arrangement for payment of the arbitrator's fee and AAA costs, the parties expressly state their intent that the arbitrator's fees and costs imposed through the American Arbitration Association shall be shared equally by the Board and the Superintendent.
- C. Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within ninety (90) days of the effective date of the Superintendent's termination or after the party filing for arbitration knows or should have known of the alleged Contract breach.
- D. Michigan law shall govern the interpretation of this Contract.

breach. No equitable relief of any kind, including reinstatement, may be issued for Contract breach.

- F. The scope of the arbitrator's authority is limited exclusively to whether a Contract breach occurred and, if so, the measure of monetary damages, which shall not be greater than the value of the salary and benefits remaining at the time of the alleged breach.
- G. The arbitrator's Decision and Award shall be final and binding, and judgment thereon may be entered in the County Circuit Court with jurisdiction.

26. **Limitations.** The Superintendent agrees that any claim or suit arising from the Superintendent'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. The Superintendent 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. If a court of competent jurisdiction determines that this provision allows an unreasonably short period of time to commence a lawsuit, it is the parties' intent that the court 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.


27. **Entire Agreement.** This Contract contains the entire agreement and understanding between the Board and the Superintendent as to the Superintendent's employment with the District. Any representation, promise, contract, or understanding, written or oral, not in this Contract, have no effect.

- A. Any prior agreements (written or oral) pertaining to the terms of this Contract is canceled and superseded by this Contract.
- B. No change or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board as reflected in its minutes, and signed by Superintendent and the Board President and Secretary.
- C. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provision of this Contract.


28. **Severability.** 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 that provision(s).

29. **Applicable Law.** This Contract shall be governed by and interpreted in accordance with Michigan law.

30. **Authorization.** This Contract is executed on behalf of the Ewart Public Schools Board of Education pursuant to the authority contained in the Board motion adopted on May 15th, 2024, the same being incorporated by reference.

Date: 5/15, 2024  **Superintendent**
Evart Public Schools Board of Education

Date: 5-15-24, 2024  Alan Bengry, Board
President

Date: 5/15/24 2024  Karen Pylman, Board
Secretary