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## SUPERINTENDENT'S CONTRACT

THIS CONTRACT, entered into this 7<sup>th</sup> day of June 2012, between the Board of Education, hereinafter called "District" and Richard A. Weigel, hereinafter called "Administrator."

### TERM

The District will employ the Administrator for a period from July 1, 2011 to June 30, 2016.

The District's Board of Education may take official action to determine whether or not to extend the term of this Agreement for an additional school year on or before April 1<sup>st</sup> of the first year of this Agreement and on or before April 1<sup>st</sup> of each succeeding year; provided, the term of this Agreement will not be extended except by official and affirmative action of the District's Board of Education in a public meeting held in conformity with the Open Meetings Act.

### TENURE

The Administrator will not have or acquire tenure in his current or any other administrative or assigned capacity. The District's failure to continue the Administrator's employment after the term of this Agreement, or re-employ him in another capacity, will not be considered a breach of this Agreement.

### QUALIFICATIONS

The Administrator represents and warrants that he meets, and will continue to meet, at least the minimum qualifications and certifications required by law to serve in his current assignment and any other administrative or other position to which he may be assigned.

### Certification

The administrator shall fully comply with the applicable rules and regulations of the Michigan Department of Education relative to certification. The responsibility of obtaining, retaining or maintaining the necessary certification rests with the administrator with the support of the Board of Education. The Board of Education supports the Administrator to obtain Michigan Superintendent Certification with the days of attendance and financial support for the Administrator to work with MASB to obtain the new Superintendent Certification in Michigan.

### DUTIES

The Administrator will competently and faithfully perform his duties, as required by law, and any additional duties or tasks assigned by the District's Board of Education. The Administrator will serve as the District's Chief Executive Officer. As such, the Administrator is granted the authority to organize and re-organize the District's personnel

and financial functions, subject only to the law, the District's legal obligations and the directives of the District's Board of Education. The Administrator will have the right to attend all Board of Education meetings, including meetings closed to members of the public, to provide input and advice to the Board of Education. The Administrator will obey, comply with and fulfill all Board policies and administrative regulations and all of the decisions and directives of the District's Board of Education. The Administrator is employed specifically and solely to perform the duties of Superintendent of Schools for the District. The Administrator cannot be reassigned from the position of Superintendent to another position without the mutual express written consent of the Superintendent and the Board.

### **SALARY AND OTHER COMPENSATION**

For his services, the School District agrees to pay the Administrator a salary of \$125,000 prorated for the 2011-2012 school year and the same salary for the 2012-2016 school year. (It is noted that the administrator took a voluntary 8% pay reduction and the current salary is \$115,000). Said salary is to be paid in bi-weekly installments, subject to deductions for withholding taxes, other deductions required by law and other amounts authorized by the Administrator with the approval of the Board of Education or its designee. The amount of such salary may be adjusted by action of the Board of Education from time to time, but shall in no event during the term hereof be less than that above fixed unless voluntary by administrator. For the 2012-2013 school year, and any subsequent years of employment, the Administrator's salary shall be reviewed by the Board of Education for the purpose of improvement. Such adjustments shall be made pursuant to a lawful Board resolution, and they shall be in the form of a written addendum to this Contract or a new Contract.

The Administrator will also receive the following additional compensation for his services:

- Tax Sheltered Annuity of the Administrator's choice equal to 7% of the base salary for the 2011-2012 school year and an increase of 2% each year up to a total of 15%
- The District will pay the Administrator a degree stipend in the amount of \$1500 at the completion of each school year of active service under this Agreement if he holds a doctoral degree from an accredited college or university.
- The District will pay the Administrator a merit pay stipend in the amount of \$1500 at the completion of each school year of active service under this Agreement if he meets the measurable goals mutually established by the Administrator and the District's Board of Education.

### **Legal Assistance**

The Administrator and the District intend that each item of salary and other compensation in this Section of the Agreement will be included by the Michigan Public School Employees Retirement System (MPSERS) in the Administrator's final average

compensation for retirement purposes. To effectuate this intent, the District will, if MPERS excludes any such item of salary or other compensation from the Administrator's final average compensation, reimburse the Administrator for the reasonable attorney fees and costs incurred challenging MPERS decision.

### **FRINGE BENEFITS**

#### **Medical and Health Insurance**

The District will provide the Administrator with the same medical, hospitalization, prescription, dental, vision, short term disability, long term disability and life insurance benefits the District provides to the other administrators or to members of the Michigan Education Association, whichever is more comprehensive.

#### **Additional Life or Other Insurance**

The District will pay the premiums for a term life insurance policy on the Administrator's life with a death benefit of four (4) times the annual salary. The District, by payment of these premiums, will be relieved from all liability for the benefits provided and, in particular, the insurance company's failure to provide benefits will not be considered a breach of this Agreement by the District. The term life insurance policy provided shall be owned by the Administrator, with the Administrator having the sole right to determine the beneficiary(ies) under the life insurance policy.

#### **Sick Days**

The District will provide the Administrator with fully compensated leave days for sickness/accident of a temporary nature not to exceed twelve (12) days per year, time for Bereavement not to exceed four (4) days per year, time for personal business not to exceed three (3) days per year, and holidays as determined by the district wide calendar.

The Administrator may carry over earned but unused sick days from school year to school year with the total accumulation not to exceed 60 days.

The Administrator will be compensated for all earned but unused sick days at 50% of daily rate.

#### **Vacation Days**

The District will provide the Administrator with fully compensated vacation days: for 2011-2012, thirty (30) days and the same number of days for continuing years. The District will provide the Administrator with the same paid holidays afforded other administrators. No more than ten (10) vacation days each year may be carried over into the next fiscal year unless written as a statement from the Board president.

#### **Car Allowance**

The District will provide the Administrator a monthly car allowance of \$600 in recognition of his need to frequently travel within the District on District business. The District will provide a gas allowance of 600 gallons each year. The District will reimburse the Administrator for any school business travel outside the District beginning at 150 miles at a rate of \$.45/mile.

#### **Business Related Expenses**

The district shall provide the Administrator a stipend of \$4,000, in addition to wages, fringes, and other compensation. This stipend is to assist the Administrator with expenses such as contributions made for School District employee dinners, receptions, and miscellaneous expenses; fund-raising solicitations; expenses for his spouse at school related dinners, receptions, etc. and other costs associated with performance of his duties.

#### **Tuition Reimbursement**

The District will reimburse the Administrator for .5 of the tuition and related expenses incurred completing course work related to his position or duties at an accredited university or college in the State of Michigan.

#### **Required Equipment**

The District will provide for the Administrator a cellular communication device of the Administrator's specifications. Also, the District will purchase a laptop computer of the Administrator's specifications with wireless capacity suitable for conducting the District business from his home and other remote locations. Said computer will be the property of the Administrator and will be upgraded every three years. The District will provide connectivity and wireless application on the district site.

#### **Physical and Mental Examinations**

The Administrator, at his option and at District expense, may elect to take an executive physical once every year by a physician of his choice, the results of which will only be reported to the Administrator.

### **PROFESSIONAL ORGANIZATIONS AND CONFERENCES**

The District will reimburse the Administrator for dues and expenses reasonably incurred in connection with his membership in no more than four (4) professional organizations and one (1) local community or service organization. The District will also reimburse the Administrator for expenses reasonably incurred attending four (4) in-state and three (3) out-of-state professional conferences per school year. The District encourages the Administrator to remain current in practices and involvement in best practice and will reimburse the Administrator for one (1) national conference each year.

### **EVALUATION**

The District's Board of Education may evaluate the Administrator's performance annually no later than March 31.

#### **OUTSIDE EMPLOYMENT**

The District will provide the Administrator with no more than five (5) days for consulting or providing services for other employers or persons. Any additional days as a consultant should be in the interest of promoting the District and will involve the written permission of the President of the Board of Education.

#### **INDEMNIFICATION**

The District will defend the Administrator and indemnify and hold the Administrator harmless from any and all claims, judgments, liabilities, costs and actual attorneys' fees, of a civil nature, but excluding criminal matters, arising from or relating to actions taken or decisions made in good faith and within this scope of his employment. The Administrator shall give the Board of Education notice of any claim for defense and indemnification promptly upon knowledge of any possible claim. The Board of Education will have the right to appoint the attorney and conduct the defense of any such claim. If, in the opinion of the Board of Education, the Administrator fails to fully cooperate in the defense of any claim, then this paragraph of the Agreement shall become null and void. This paragraph survives the termination and expiration date of this contract.

#### **TERMINATION**

The Administrator may terminate this Agreement by giving 90 days written notice to the President of the Board of Education.

The Board of Education may terminate this Agreement during its term, and without further liability to the Administrator under this Agreement or otherwise, for reasonable and just cause, including: the Administrator's failure to follow the Board of Education's policies, regulations, resolutions or directives; the Administrator's material breach of this Agreement; acts of moral turpitude, misconduct, or failure to maintain state certification requirements. The Board of Education may elect not to renew this Agreement in accordance with Section 1229 of the Revised School Code.

#### **DISPUTE RESOLUTION**

The Administrator and the District agree that, except as set forth in the last sentence of this paragraph, any and all disputes or claims arising from or relating to the Administrator's employment with the District or this Agreement, including its negotiation and execution, will be submitted to final and binding arbitration in Berrien County, Michigan, according to the American Arbitration Association's National Rules for the Resolution of Employment Disputes. The Administrator or the District may move for entry of judgment on the arbitrator's award in any court of competent jurisdiction. The Administrator and the District acknowledge and agree that this paragraph precludes them from filing a civil action concerning the disputes covered by the paragraph and,

therefore, waive their right to trial by jury concerning any such disputes. This paragraph does not apply to decisions by the Board of Education or the District to terminate or not to renew the Administrator's employment.

**LIMITATIONS OF CLAIMS OR ACTIONS**

The Administrator and the District agree that any demand for arbitration, administrative complaint or civil action arising from or relating to the Administrator's employment with the District, the termination of the Administrator's employment with the District or this Agreement, including its negotiation and execution, must be filed no later than 180 calendar days from the date on which it accrued or no later than 180 days from the termination of the Administrator's employment with the District, whichever is sooner. The Administrator and the District waive any longer limitations period. This paragraph is not intended to, and should not be construed to, extend any statutory or other limitations period shorter than 180 calendar days.

**WAIVER OF BREACH**

The Board of Education and the District will not waive any breach of any provision of this Agreement except in writing. Such a waiver will not waive future breaches.

**SEVERABILITY**

If any paragraph or provision of this Agreement is illegal or unenforceable under the laws of the United States or the State of Michigan, that paragraph or provision will not be enforceable without invalidating the remaining paragraphs and provisions of this Agreement.

**ENTIRE AGREEMENT**

This Agreement is the parties' entire agreement and supersedes any other understanding or agreement, verbal or written, and may not be modified or amended except by another written agreement signed by the Administrator and approved by the District's Board of Education in a public meeting held in conformity with Michigan's Open Meetings Act.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year above written.

**NILES COMMUNITY SCHOOLS  
BOARD OF EDUCATION**

\_\_\_\_\_  
President

\_\_\_\_\_  
Superintendent

This contract was approved by a vote of the Board at a public meeting on \_\_\_\_\_, 2012 and

the Board action has been made a part of its minutes.

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Secretary