

BUCKLEY COMMUNITY SCHOOLS
CONTRACT OF EMPLOYMENT
SUPERINTENDENT

It is hereby agreed by and between the Board of Education of the Buckley Community Schools (hereinafter called "Board") and Richard Heitmeyer (hereinafter called "Superintendent") the Board hereby employs the Superintendent for two years, commencing July 1, 2012, and ending June 30, 2014.

1. The Board agrees to employ the Administrator as its Superintendent for the term of two years from July 1, 2012, to June 30, 2014.
2. The Superintendent represents that he possesses, holds, and will maintain all certificates, credentials, and qualifications required by law including the regulations of the Department of Education, and those required by the Board to serve in the position of Superintendent of Schools. If at any time the Superintendent fails to maintain all certificates, credentials, and qualifications for the position of Superintendent of Schools as required herein, this Contract shall automatically terminate and the Board shall have no further obligations hereunder.
3. The Superintendent agrees to faithfully perform all duties and obligations as prescribed by the Board and as may be established modified and/or amended from time to time by the Board. The Superintendent will act as an advisor to the Board on matters pertaining to the school administration or School District, and will inform the Board of all administrative action taken on its behalf. The Superintendent shall recommend, effect, or cause to be effected, the policies and programs of the Board of Education. The Superintendent agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board, and to carry out the educational programs and policies of the School District during the entire term of this agreement. Further, the Superintendent pledges to use his best efforts to maintain and improve the quality of the operation of the School District and constantly promotes efficiency in all areas of his responsibility.
4. The Board shall be entitled to terminate the Superintendent's employment in the event of the Superintendent's inability to perform his duties for a period of ninety (90) days due to mental or physical disability. The Board shall also be entitled to terminate the Superintendent's employment at any time for acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, or if the Superintendent materially breaches the terms and conditions of this Agreement. In the event of termination of employment this Contract shall terminate and the Board shall have no obligation for further compensation.
5. The District agrees to pay the Administrator a sum based upon a twelve-month annual salary of \$87,975 to June 30, 2013, subsequent payments to be made every two (2) weeks until the contract expires. The salary for 2013-2014 is to be negotiated.

6. Leave Privileges:

- Three (3) personal leave days per year to accumulate to ten (10).
- Twenty (20) days paid vacation with ten (10) days to be taken during the regular school holiday time period, per year.
- Twelve (12) days paid holidays. [New Year's Day, New Year's Eve, Good Friday (contingent upon teacher contract), Memorial Day, July 4 and the day after, Labor Day, Thanksgiving Day and the day after, Christmas Eve, Christmas Day and the day after].
- Twelve (12) sick days to accumulative to a maximum of one-hundred eighty (180) days.

7. Insurance and Fringe Benefits

The Board shall provide the Superintendent with Simply Blue Blue Cross/Blue Shield Set Seg Health Insurance with a \$5/25/50 prescription card and MESSA PAK B or its equivalent; Negotiated Long Term Disability (70%); Negotiated Life with AD & D (\$50,000); VSP 3 and Delta Dental (70/70/70: \$1000.00). The Board of Education will pay up to \$5,500 for a single subscriber, \$11,000 for a two-person subscriber, or \$15,000 for a full-family subscriber on the Health Insurance.

OR

Superintendent has the option of taking \$600.00 per month in Lieu of Insurance for the period of this contract.

8. \$400.00 will be paid every month for mileage.
9. The Board shall review this contract with the Superintendent annually, and shall, on or before March 31 of each ensuing year, take official action determining whether or not it is extended for an additional year and notify the Superintendent of its action in writing.
10. It is mutually understood and agreed that this contract does not confer tenure upon the Administrator in the above-described position or any other administrative position with the Buckley Community School.
11. 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, Superintendent shall authorize the release of medical information necessary to determine if Superintendent is capable of performing the essential job functions required by his assignment, with or without reasonable job accommodations. 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 a Board expense. Any information obtained from medical or psychological

examinations or inquiries shall be considered and treated as confidential.

In the event of the Superintendents mental and/or physical incapacity to perform the duties of his office, he shall be granted an initial leave of ninety (90) workdays for 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 utilizing leave under this provision, the Superintendent 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 the Superintendent, it may require a second opinion, at Board expense.

The Superintendent may request a ninety (90) work day unpaid leave extension in the event of his physical and mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is reasonable likelihood that the Superintendent will be able to return his duties at the end of the extended leave interval. Medical certification shall be supplied by the Superintendent as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

If the Superintendent is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof) his 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, the Superintendent shall provide to the Board a fitness for duty certification from the Superintendent's health care provider. The Board, at its expense, may require a second opinion unless the securing of the second opinion in this context is precluded by the Family and Medical Leave Act.

12. This Agreement sets forth the entire agreement and understanding between the parties and supersedes all prior discussions, representations, amendments or understandings of every kind and nature between them.
13. Any amendment, alteration, supplement, modification or waiver of any provision of this Contract shall be invalid unless it is set forth in writing, signed by the Superintendent and an authorized representative of Board.
14. If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision, provided, however, that no such severability shall be effective if it materially changes the economic benefit of the Agreement to any party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

Date: 6/27/12

Rudolph
SUPERINTENDENT

**BUCKLEY COMMUNITY SCHOOLS
DISTRICT BOARD OF EDUCATION**

Date: 6/27/12

By *David L. Gule*
President

By *Matt L.*
Secretary