

## **Superintendent's Employment Contract Owendale-Gagetown Area Schools**

This contract entered into on the 5<sup>th</sup> day of July, 2011 between the Board of Education of the Owendale-Gagetown Area School District, referred to as the "Board," and James Wencel as Superintendent, referred to as "Administrator," in this contract.

Because the Board of Education at a meeting held on the 6<sup>th</sup> day of June, 2011 approved the employment of the Administrator as Superintendent in accordance with the terms and conditions of this contract, and the Administrator desires to be employed by the Board of Education in accordance and with the terms and conditions of this contract, the parties agree to the following:

### **Witnesseth:**

**Duties.** The Superintendent agrees, during the period of this contract, to faithfully perform his duties and obligations in such a capacity for the school district including, but not limited to, those duties required by School Code. He will act as an advisor to the Board on matters pertaining to the school administration of the School District and he will inform the Board of significant administrative action taken on its behalf. The Administrator shall recommend, effect, or cause to be effected the policies and programs of the Board as may be needed. He agrees to perform the duties of the Administrator in a competent and professional manner in compliance with the laws applicable to the School District and the policies adopted by the Board. The Superintendent's main responsibilities include being a resource person for the Board of Education, responsible for budgeting, spending and borrowing and also mentoring the schools Principal.

**Terms.** This contract will take effect on the 1<sup>st</sup> day of July, 2011, and continue in force through the 30<sup>th</sup> day of June, 2012.

**Evaluation.** Annually, no later than the last day of March during the term of this contract, the Board shall review with Administrator his performance. Said performance review shall use the criteria and process mutually agreed to by the Board and the Administrator.

**Extension.** This contract may be extended as follows:

- A. The Board, no later than the 31<sup>st</sup> of March, 2012, may extend the contract for an additional one year period. The Board shall establish an annual salary for the additional year pursuant to the evaluation process. All other terms and conditions of the contract shall remain unchanged except through mutual agreement of the Board and Administrator.
- B. Unless the Board gives written notice of non-renewal of this contract at least 90 days before the contract's termination date, this contract will,

without further action, be automatically renewed for an additional one-year period as provided by Public Act 183 of 1979.

**Tenure.** This contract does not confer tenure upon the Administrator in the position of Superintendent, or any other position in the District.

**Liability.** The Board shall provide liability insurance and shall hold harmless and indemnify the Administrator from any and all demands, claims, suits, actions and legal proceedings brought against him in his individual and or official capacity as agent and employee of the District, provided that the incident arose while the Administrator was acting within the scope of his employment. Said insurance shall cover legal expenses in defense of claims and payments of judgments resulting from his functioning as the District's Administrator. In no case shall individual Board members be considered personally liable for indemnifying the Administrator against such demands, claims, suits, actions and legal proceedings.

**Professional Dues.** The District shall pay the Administrator's annual dues for the state, national and regional Administrative Associations as applicable to his job responsibilities in the District. Any request for payment of dues for other appropriate affiliations shall be made by the Administrator to the Board and shall be subject to Board approval.

**Compensation.** The Board shall pay the Administrator an annual salary of Twenty Thousand (\$20,000.00) for the 2011-2012 year. The salary shall be paid in 26 equal installments.

**Work Schedule.** It is expected that the Administrator will work an average of 1.5 to 2 days per week with a minimum of 87 days worked during the contract. It is understood that this time commitment will vary by week, depending on the tasks that need to be completed that week.

**Certification.** The Administrator represents that he possesses the requisite certification/qualification to hold the position assigned and that this agreement is terminable if it is determined by the Department of Education, or other proper authority, that the Administrator does not possess the requisite certifications to perform the responsibilities associated with his position. It is the intent of this provision to enable the school district to comply with applicable state laws pertaining to the certification/qualification of administration and to avoid any jeopardy to the operation or funding of the school district or the subjecting of the Board of Education, its members or the school district to any fines, penalties or sanctions of any nature.

**Termination.** The Administrator shall be subject to discharge for good and just cause, but the Board shall not arbitrarily and capriciously dismiss him. No discharge shall be effective until written charges have been served upon him and he shall have an opportunity for a fair hearing before the Board after (10) days written notice. Said

**In Witness Whereof** the parties hereto have set their hands the day and year above written.

By David Wauch Board President

By [Signature] Administrator

\* Extended for 1 more year  
(3-21-12)