

**ADMINISTRATIVE EMPLOYMENT "AMENDED" CONTRACT  
BETWEEN  
MR. ROBERT GENDRON  
AND THE  
PENTWATER BOARD OF EDUCATION  
OF THE  
PENTWATER PUBLIC SCHOOLS**

RECEIVED JUL 18 2012

**THIS CONTRACT** is made and entered into as of July 1, 2010, between the Board of Education of the Pentwater Public Schools, hereinafter referred to as the "Board of Education," and Mr. Robert Gendron, **Superintendent/Principal**, hereinafter referred to as "Administrator."

WHEREAS, the Board of Education at a regular meeting held on the **18th day of April, 2011**, approved the employment of the Administrator as Superintendent/Principal in accordance with the terms and conditions of this contract; and

WHEREAS, the Administrator desires to be employed by the Board of Education in accordance with the terms and conditions of this contract;

NOW, THEREFORE, in consideration of the mutual promises contained in this contract, it is agreed between the parties, as follows:

1. **TERM.** This contract shall take effect on the 1st of July, 2010, and continue in force thereafter through the 30<sup>th</sup> day of June, **2014**, subject to extension and termination as provided in Paragraphs 4 and 8.
2. **DUTIES.** The Administrator represents that he meets all Michigan requirements and holds or will be eligible for all certificates necessary for employment by the Board of Education in this administrative position. The Administrator agrees that he will obtain at his own expense and maintain necessary credits to obtain North Central Association accreditation. The Administrator agrees to perform the duties of Superintendent in a competent and professional manner in compliance with the laws applicable to the school district and the policies and regulations adopted by the Board of Education.
3. **EVALUATION.** Annually, but no later than the 1<sup>st</sup> day of April of each year during the term of this contract, the Board of Education shall review with the Administrator his performance as Superintendent/Principal.
4. **EXTENSION.** This contract may be extended either by option of the Board of Education or by operation of law, as follows:
  - A. **Board Option.** The Board of Education, no later than the 1<sup>st</sup> day of April of each year during the term of this contract, may extend the contract for an additional one-year period. In exercising this option, the Board of Education shall also establish the annual salary subject to Paragraph 6 to be paid to the Administrator for

policies are specifically incorporated herewith and made a part of this contract. The Superintendent/Principal shall be afforded the following: **Priority Health medical insurance**, DELTA DENTAL 60/40, and MESSA VSP2 (vision) or their equivalent as established under the policy of the Board of Education of the District, and said policy is specifically incorporated herewith and made a part of this contract. The Board agrees to provide term life insurance in the amount of \$100,000.

- Vacation Days: The Superintendent/Principal shall be entitled to 20 working days annually of paid vacation exclusive of legal holidays. Such vacation periods shall be with pay and shall be selected by the Superintendent during periods of time least disruptive to the operation of the District. The Superintendent/Principal shall take at least ten (10) days' vacation per year. The superintendent shall be allowed to carry over unused vacation days to the following school year. The District has no obligation to reimburse unused vacation days to the Superintendent/Principal *after 2009-2010*. Legal holidays are July 4, Labor Day, Thanksgiving Day, the day before Christmas, Christmas Day, New Year's Day and Memorial Day.

Graduate Credits: The Board of Education agrees to pay for up to ten (10) graduate course credits per year for the duration of this contract. This payment will be made to the superintendent upon receipt of proof of payment and official grade report for each credit earned.

8. **TERMINATION.** Throughout the term of this contract the Superintendent/Principal shall be subject to discharge for good and just causes provided, however, that the Board shall not arbitrarily or capriciously call for his dismissal and the Superintendent/Principal shall be entitled to receive written charges, notices of hearing, and a fair hearing before the Board of Education before being discharged. Said hearing shall be public or private at the option of the Superintendent/Principal, and he shall be entitled to have legal counsel at his own expense.
9. **SPECIAL PROVISIONS.** The Board shall reimburse the Superintendent/Principal at the IRS rate per mile in conducting necessary business outside the district in accordance with the position of Superintendent/Principal. Should the Administrator be unable to perform any or all of his duties by reason of illness, accident or other cause beyond his control and said disability exists for a period of more than accumulated sick leave during any school year, the school district may in its discretion make a proportionate deduction from the salary stipulated. If such disability continues for more than 20 school days beyond his sick leave or if said disability is permanent, irreparable, or of such nature as to severely impair his ability to perform the assigned duties, the administrator shall be granted a leave of absence without pay for the duration of such illness or injury up to one year; at the end of such leave of absence, if the administrator remains disabled, the leave may be renewed upon written request or the Board may elect to terminate this contract.

The Board may require that the Administrator have a comprehensive medical examination as may be deemed necessary. If such examination is required, a statement from the examining physician shall be filed with the Secretary of the Board certifying to the physical fitness and physical capability and/or mental competency of the Superintendent/Principal to perform his duties. This statement shall be treated as confidential information by the Board and the cost of said medical report shall be borne by the District.

This contract may be terminated at the sole discretion of the Board upon receipt of a response to a criminal records check or a response to a previous employment professional conduct check which is unsatisfactory to the Board.

IN WITNESS WHEREOF, the parties have duly executed this Administrator's Employment Contract as of the day and year written in the opening paragraph.

FOR THE BOARD OF EDUCATION:

BY THE ADMINISTRATOR:

Regular Board Meeting 4/18/11:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Motion: \_\_\_\_\_



President, Board of Education

6-20-2011

Date



Secretary, Board of Education

6-20-2011

Date



Superintendent/Principal

6-20-2011

Date