

**Walkerville Public Schools
Superintendent/Principal Contract of Employment**

This contract is by and between the BOARD OF EDUCATION OF THE WALKERVILLE PUBLIC SCHOOLS ("Board" or "School District") and Michael Sweet ("Administrator").

The parties agree as follows:

1. Term of Contract. The Board agrees to employ the Administrator as its Superintendent for the term of July 1, 2013 through June 30, 2016.

2. Duties. The Administrator agrees to serve the School District as Superintendent and Principal and to faithfully perform the duties of his position to the satisfaction of the Board and in accord with the rules, regulations, policies, and educational programs of the Board and the laws and regulations of the State of Michigan, as the same may be changed from time to time. The Administrator shall be subject to reassignment and/or transfer into a new or different administrative position at the sole discretion of the Board.

3. Professional Certification. The Administrator represents that he holds all certificates and other qualifications required by law for the administrative assignment and agrees to file with the Board such certificates and an official transcript of academic credit prior to commencement of his service under this contract. The Administrator further understands that it is his responsibility to maintain all required certificates during the life of this contract or it shall become null and void.

4. Compensation. The Board shall pay the Administrator an annual salary in the amount of \$85,500 during each of the three (3) years of the contract. No salary increase is scheduled. The Administrator shall be paid in twenty-six (26) equal installments on a bi-weekly basis during the contract year. As required by MCL 380.1250, the determination regarding any potential increase in compensation shall utilize the annual evaluation of the Administrator as a significant factor.

5. Other Benefits. During the term of this contract, the Administrator shall receive the following fringe benefits in addition to the annual salary set forth in Paragraph 4:

- Twenty-five (25) vacation days each school year. The Administrator shall advise the Board when vacation days have been utilized, but their scheduling does not require the prior approval of the Board as long as they are not taken in periods of five (5) or more days. Up to ten (10) unused vacation days may be

carried over to subsequent contract years, but there will be no monetary payment for accrued but unused vacation days.

- Reimbursement for use of personnel car for school related business at the rate that is currently approved by the Board.
- Membership in such professional education organizations as the Board may approve.
- Administrator shall receive 12 sick days and three personal days, both personal and sick days may be carried over as sick days with a maximum of 100. Accumulated sick days to be reimbursed at:

0-45 days at \$35.00 per day

46 and above at \$50.00 per day

6. **The Administrator has the option of receiving insurance benefits** as outlined in the Walkerville Public Schools Personnel Policies and Procedures Manual, as the same may be changed from time to time shall be in effect for this position. The School District has adopted the "hard cap" provided by 2011 P.A. 152, Section 3.

7. **Holidays:**

- a. Fourth of July
- b. Friday Before Labor Day
- c. Labor Day
- d. Thanksgiving
- e. Day After Thanksgiving
- f. Christmas Eve
- g. Christmas Day
- h. New Year's Eve
- i. New Year's Day
- j. Good Friday (If School Calendar Allows)
- k. Memorial Day

If the holiday falls on a Saturday, the Friday before will be taken and when the holiday falls on a Sunday, the following Monday will be taken.

8. **Expenses.** The Board shall pay the reasonable expenses incurred by the Administrator to attend meetings, conferences, and conventions as may be approved by the Board.

9. **Exclusion of Tenure.** The execution of this contract shall not be deemed to grant the Administrator any continuing tenure rights, and it is expressly

understood that the Administrator shall not be eligible for continuing tenure in the Administrator's position established by this contract of employment or in any other administrative position to which the Administrator may be assigned hereunder.

10. Evaluation. The Board will review the performance of the Administrator on an annual basis in a manner that complies with the requirements of MCL 380.1249. This review will normally occur prior to the end of the school year, but must be completed prior to March 1st of the final year of this contract. The superintendent will prepare a draft of the evaluation procedure to be utilized prior to September 1 of each contract year, but the Board will be responsible for the determination of the evaluation procedure to be used. Annually, the superintendent will review the evaluation procedure with the board during the January board meeting.

11. Termination prior to end of the contract. This contract is terminable at any time during its term for a reason which is neither arbitrary nor capricious. If, during the term of this contract, action is undertaken to terminate the contract for a reason which is neither arbitrary nor capricious, the Board shall notify the Administrator in writing of the reason(s) for the recommendation of termination. The Administrator shall have the right, upon his written request, to a public or private hearing before the Board concerning the recommendation for termination. Such a request must be received by the Board within ten (10) days of the Administrator's receipt of the Board's notice. If a hearing is requested, the hearing must be held prior to the Board taking action on the recommendation for termination. The hearing need not be conducted using formal trial or evidentiary procedures, but the Administrator will be given a fair opportunity to contest the recommendation for termination.

12. Extension. This contract will automatically be renewed each year for an additional one-year period unless the Board provides the Administrator with written notice, on or before April 1 of that year. The Administrator shall advise the Board of this obligation by February 1st of each year of this contract.

13. Nonrenewal. This contract is subject to nonrenewal consistent with the provisions of Section 1229 of the Revised School Code. Section 1229 establishes different procedures and different time lines for nonrenewing a contract of a superintendent and for nonrenewing a contract for a Principal. The Administrator hold each position.

14. Amendment. This contract constitutes a complete expression of the terms of the employment agreement between the Board and the Administrator, and there are no other oral or written agreements or understandings between the parties concerning or affecting this employment relationship. This agreement shall only be modified or amended by subsequent written agreement signed by the Board and the Administrator.

Dated: 9/13, 2013

ADMINISTRATOR

By: 
Michael Sweet

THE BOARD OF EDUCATION OF THE
WALKERVILLE PUBLIC SCHOOLS

Dated: 10/21/, 2013

By: 
Board President

Dated: 9/16, 2013

By: 
Board Secretary

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