

**OTSEGO PUBLIC SCHOOLS**

**CONTRACT OF EMPLOYMENT**  
**for Superintendent**

**THIS AGREEMENT** is between the Otsego Public Schools' Board of Education (subsequently referred to as "Board") and **Dennis M. Patzer** (subsequently referred to as "Superintendent").

1. This Board agrees to employ the Superintendent of its schools for the term commencing **July 1, 2011 to and including June 30, 2014.**
2. The Contract of Employment is subject to the nonrenewal provisions of Section 1229 of the Revised School Code, MCL 380.1229 which requires that written notice of nonrenewal, if it is to be given, must be provided to the Superintendent not less than 90 days before the termination of the Contract.
3. Employment each year of this Contract shall be on the basis of fifty-two (52) weeks with an annual vacation period of twenty-five (25) days per year. The Superintendent and Board President shall agree on vacation days. Normal winter, spring and summer school breaks shall be work weeks unless otherwise specifically granted as vacation periods. The Superintendent shall not be required to work on the holidays provided by the School District's administrative calendar. Such holidays generally include: the Fourth of July, Labor, Day, Thanksgiving Day and the day after Thanksgiving Day, Christmas Eve and Christmas Day, New Year's Eve and New Year's Day and Memorial Day.

While vacation days shall not be cumulative from year to year, vacation days from one contract year may be used through September 30 of the immediately succeeding contract year. The Superintendent is allowed to cash in unused vacation days prior to September each year. Payment for these unused days will be made in October. Upon termination of employment with the School District, the Superintendent shall be compensated for unused vacation days on a per diem basis (using the salary of the year in which the vacation day[s] was earned).

4. The Superintendent shall be provided with an annual allotment of twelve (12) sick days per contract year, up to a maximum accumulation of two hundred (200) days.
5. The Superintendent represents that he holds all credentials and certificates required by law and by the School District to serve in the position of Superintendent. If at any time the Superintendent fails to hold the certificates and/or credentials required by law for the position assigned, this Contract shall automatically terminate.

6. The Superintendent agrees to fully perform the duties of Superintendent in a competent and professional manner in accordance with the established policies and regulations of the Board of Education and the laws of the State.
7. The Superintendent shall serve as chief executive officer and chief administrative officer of the Board. He shall be entitled to:
  - Present his recommendations to the Board on any subject under consideration by the Board;
  - Service as an ex officio member of each committee established by the Board.

8. **Compensation:**

The annual salary of the Superintendent shall be the sum of **\$133,855.00**  
**(One hundred thirty three thousand, eight hundred fifty five dollars and 00/XX)**

The Board retains the right to adjust upward the annual salary of the Superintendent during the term of this Contract and agrees to review the Superintendent's compensation annually in the month of March, commencing in June 2007. Any adjustment in salary made during the life of this Contract shall be in the form of a written amendment.

- a. The Superintendent shall receive annually a \$17,000 Board paid tax sheltered annuity.
  - b. The Board agrees to purchase one year of retirement service credit for the Superintendent for each year of this three year contract. The Superintendent may elect to receive cash in lieu in which case the Board will pay the Superintendent the service credit amount in July of each contract year.
9. The Superintendent agrees to abide by all policies adopted by the Board.
  10. The Superintendent shall receive fringe benefits comparable to those provided other administrators including the opportunity to attend conferences associated with his professional organizations and to be reimbursed for reasonable expenses incurred. Fringe benefits include:

- a. **Insurance:** The School District agrees to make (100%) premium payments on behalf of the Superintendent for the following insurance programs:

- \* 1. Hospitalization & Dental + Orthodontic
- \* 2. Long-term Disability - 60% of salary to age 65
- 3. Term Life - \$125,000
- \* 4. Vision
- \* 5. Tax sheltered annuity may be chosen in lieu of health benefits
- 6. Retirement Incentive – Upon retirement from the district, all leave days and unused sick days shall be paid on a per diem basis up to a cap of 100 days.

*\* Comparable or superior to teachers' contract*

- b. **Fringe Benefits:**

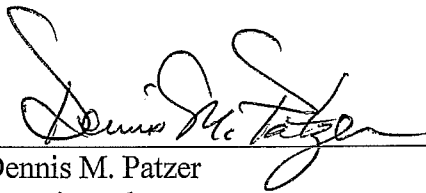
- 1. Two personal business days shall be granted. Any additional days shall be approved by the Board President.
- 2. All leaves of absence shall be considered by the Board of Education.
- 3. Post-Masters credit will be paid by the district on a tuition reimbursement basis with approval of the Board of Education President.
- 4. Personal Property Loss: The district will reimburse the administrator for any personal property loss incurred by job related accident and/or vandalism not covered by his/her personal insurance carrier within the limits set by the Superintendent.
- 5. The Board shall pay on behalf of the Superintendent membership dues to national, state and local administrator organizations approved by the Board and related to the Superintendent's job responsibilities. The Superintendent shall obtain Board approval prior to attending out of state conferences held by such organizations. The Superintendent shall be reimbursed for reasonable and necessary receipted expenses.
- 6. The Board of Education will pay the dues and weekly meal charge for the Superintendent to attend the Otsego Chapter of Rotary International.

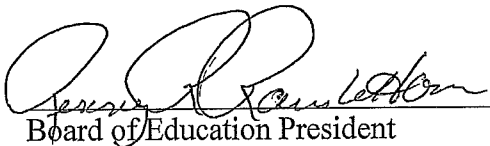
11. On or before March 31 of each Contract year, the Board and Superintendent shall meet in a regular or special meeting for the purpose of mutual evaluation of the performance of the Superintendent and for expressing recommendations and observations on how such performance may be continually improved. The time and date of the meeting shall be agreed to by the parties sufficiently in advance of the meeting to permit adequate preparation for a constructive exchange of views. The administrator shall remind the Board of this duty in a timely manner.
12. The Superintendent shall be subject to discharge during the term of this Contract for 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 has had an opportunity for a fair hearing before the Board after ten (10) days' notice in writing. The hearing shall be public or private at the option of the Superintendent. At such hearing, he may have legal counsel at his own expense.
13. The 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. The Board may request release of medical information necessary to determine if the Superintendent is capable of performing the essential job functions required in his assignment, with or without accommodation. Any physical or mental examination required of the Superintendent by the Board shall be job related and consistent with business necessity. Additionally, the Superintendent and Board may mutually agree that the Superintendent have an annual physical examination by a licensed physician. Any medical or psychological examination under this section shall be at Board of Education expense. Further, any information obtained from medical or psychological examinations or inquiries shall be considered confidential.
14. The Superintendent agrees that he shall not be deemed to be granted continuing tenure in the position of Superintendent or in any capacity other than that as a classroom teacher (if the probationary period for tenure as a teacher is fulfilled) by virtue of this Contract of Employment or any employment assignment within the School District. The Superintendent is subject to discipline, including discharge, in any such capacity other than as a classroom teacher. If employed in the capacity as a classroom teacher, he shall be subject to discharge or demotion within the provisions of the Michigan Teacher's Tenure Act. In no case shall such a reassignment, discipline, discharge, or demotion be considered a breach of this Agreement.

- 15. In the light of the unique nature of the professional duties of the Superintendent, the School District shall provide to the Superintendent at no expense to him legal counsel representation in any legal action brought against him as Superintendent acting in his official capacity and insure him adequately against all liability that results from his performance in the course and scope of his employment as Superintendent, provided that such insurance is reasonably available. The Board shall provide public liability insurance for the Superintendent to cover legal expenses in defense of claims resulting from his functioning as Superintendent, provided that such insurance is reasonably available.
- 16. If any provision of this contract is ruled illegal or unenforceable by a court of competent jurisdiction, the remainder of the Contract not affected shall remain valid and in effect.
- 17. This Contract shall be governed by and interpreted in accordance with the laws of the State of Michigan.
- 18. It is understood and agreed that this Contract constitutes the entire agreement between the parties and supersedes any prior agreement, written or oral, and constitutes the sole obligations of the parties to one another.

**EMPLOYEE**

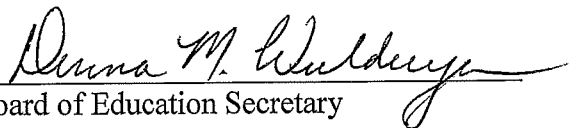
**On Behalf of the  
OTSEGO PUBLIC SCHOOLS  
BOARD OF EDUCATION**

  
 \_\_\_\_\_  
 Dennis M. Patzer  
 Superintendent

  
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 Board of Education President

4/18/11  
 \_\_\_\_\_  
 Date

4-18-11  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Board of Education Secretary

4.18.11  
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 Date

