

**Fennville Public Schools  
Contract of Employment  
Superintendent of Schools  
2012-2015**

This Contract of Employment ("Contract") is entered into the 21st day of May, 2012, by and between the Board of Education ("Board") of the Fennville Public Schools ("School District") and Dirk Weeldreyer ("Superintendent"), according to the terms and conditions hereafter set forth:

1. TERM OF EMPLOYMENT:

Pursuant to Section 1229 (1) of the Revised School Code, MCL 380.1229 (1), the Board hereby employs Superintendent for a period commencing on July 1, 2012 and ending on June 30, 2015, subject to the provisions of this Contract.

2. DUTIES AND RESPONSIBILITIES:

The Superintendent agrees, during the period of his/her Contract, to faithfully perform his/her duties and obligations in such capacity for the School District, including but not limited to such duties and obligations as may be provided by the Revised School Code and/or the Board. He/she will act as an advisor to the Board on matters pertaining to the administration of the School District, and he/she will inform the Board of significant administrative action taken on its behalf. The Superintendent shall recommend, effect, or cause to be effected, the policies and programs of the Board as may be adopted. The Superintendent will faithfully and diligently fulfill all the duties and obligations incumbent upon him/her as the executive head of the School District.

3. QUALIFICATIONS:

The Superintendent represents that he/she possesses, holds and will maintain all certificates, credentials and qualifications required by law, together with those imposed by regulation of the Department of Education and those required by the Board, to serve in the position of Superintendent. Additionally, Superintendent agrees, as a condition of his/her continued employment, to meet all continuing education requirements for the position of Superintendent, as such requirements may be imposed by law and/or by the State Board of Education. If at any time the Superintendent fails to satisfy or maintain all certificates, credentials, continuing education requirements, and/or qualifications for the position of Superintendent as required herein, this Contract shall terminate and the Board shall have no further obligations under any of its terms.

4. TENURE EXCLUSION:

The Superintendent agrees that he/she is hereby expressly denied continuing tenure in any administrative position and that he/she shall not be granted or acquire tenure in any administrative position to which he/she is assigned under the terms of the Contract or in any capacity other than that of a classroom teacher, should the probationary period required for tenure as a teacher be fulfilled by virtue of this Contract or in any assignment with the School District. The decision of the Board not to continue or renew the employment of Superintendent for any subsequent period in any capacity, other than as a classroom teacher if required by tenure law, shall not be deemed a breach of this Contract or a discharge or demotion within the provisions of the Michigan Teacher Tenure Act.

5. EVALUATION:

The Board shall evaluate the Superintendent annually. Annually, no sooner than March 1 and no later than April 30, the Board shall issue a written assessment of the Superintendent's performance, which shall be conducted in accordance with Board Policy and Procedure and in accordance with any applicable requirements of the Revised School Code.

If Superintendent receives a satisfactory evaluation (i.e. if he/she is evaluated as either "highly effective" or "effective") by a majority of the Board, the Contract shall be automatically extended by one (1) additional year unless the Board adopts a specific resolution not to extend the Contract. Each time that the Contract is extended, an appropriate amended contract of employment shall be offered to the Superintendent to replace this Contract. If such contract is not accepted and executed by July 31, the Board retains the right to rescind the offer and continue under this Contract. If the Board decides not to extend the term of this Contract or takes no action with respect to extension of this Contract, this Contract shall remain in effect for the duration of its specified term (i.e. through June 30, 2015) unless earlier terminated as permitted by law and/or the terms of this Contract.

The Superintendent shall notify the Board (i.e. all Board members in writing) of this responsibility during the month of January each year. Should such notice not be provided by the Superintendent, this requirement of the Board shall be waived by the Superintendent. Such waiver does not preclude the Board from conducting an evaluation of the Superintendent according to the provisions of the Board Bylaws and/or as may be required by law.

6. COMPENSATION:

In consideration of and as remuneration for all duties, responsibilities, and services performed and to be performed by the Superintendent pursuant to this Contract and by

virtue of his/her position as Superintendent, the Board shall provide the Superintendent with the following compensation:

A. Salary.

The Board shall pay the Superintendent at the annual salary rate of One Hundred Twelve Thousand Five Hundred Forty-One Dollars (\$ 112,541.00). The annual salary shall be paid in twenty-six (26) or twenty-seven (27) biweekly installments during the applicable twelve (12) month period of July 1 through June 30. The Board retains the right to review and adjust the salary rate annually. Any adjustment in salary made during the life of this Contract shall be made in the form of an amendment and shall become part of this Contract, but it shall not thereby be considered that the Board has entered into a new contract with the Superintendent nor that the termination date of the existing Contract has been thereby extended.

B. Tax-Deferred Annuity.

The Board shall, during each year of this Contract (July 1 through June 30), pay directly into a tax-deferred annuity (of the Superintendent's choosing), on the Superintendent's behalf and for the Superintendent's benefit, a sum equal to four percent (4%) of the Superintendent's base salary for the year.

7. WORK-YEAR:

The Superintendent is employed on the basis of fifty-two (52) weeks of work per contract year (July 1 through June 30) as scheduled by the Board.

8. BENEFITS:

A. Insurance Benefits:

Upon proper application and acceptance for enrollment by the appropriate insurance carrier, underwriter, policy holder and/or third party administrator, the Board shall provide the Superintendent and his eligible dependents with the following insurance coverage in accordance with the following insurance premium payment terms:

- The Board shall provide full-family group health insurance coverage with the option of one or more plans or programs through the West Michigan Health Insurance Pool (including co-pays, deductibles and benefit levels). The Board's contribution toward the cost of such group health insurance coverage, including premiums and any other Board paid payments or contributions relating to such coverage, shall be limited to the so-called maximum "hard cap" levels prescribed in the Publicly Funded Health

Insurance Contribution Act (Act 152 of 2011; MCL 15.561-569), as the same may be amended from time to time.

- The Board shall also provide dental and vision insurance for the Superintendent and his eligible dependents. The Board shall pay 80% of the premium for dental and vision insurance, but this percentage may be adjusted by the Board as necessary to correspond with the percentage paid by other district administrators.

- The Superintendent's insurance premium co-payment requirements shall be paid by payroll deduction on a twenty-four (24) pay basis (i.e. with deductions being made on the 1<sup>st</sup> and 2<sup>nd</sup> pay period of each month).

- LTD: 60% after 3 months or exhaustion of sick leave

- Term Life Insurance: twice annual salary

The Board reserves the right to change the identity of the insurance carrier, provider, policyholder and/or third party administrator, for any of the above coverage, provided that comparable coverage as determined by the Board is maintained during the term of this Contract. The Board shall not be required to remit premiums for any insurance coverage for the Superintendent and/or his/her eligible dependents if enrollment or coverage is denied by the insurance underwriter, carrier, provider, policyholder or third-party administrator. The terms of any contract or policy issued by an insurance company, carrier, provider or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. The Superintendent is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The School District, upon payment of its share of the premiums required to provide the above-described insurance coverage, shall be relieved from all liability with respect to the insurance benefits.

B. Medical Examination:

The Superintendent agrees to have a comprehensive medical examination once a year. A statement certifying to the physical competency of the Superintendent shall be submitted to the President of the Board and shall be treated as confidential information. The cost of said physician services and examination will be borne by the School District to the extent not covered by health insurance provided by the Board.

C. Personal Illness:

If the Superintendent is absent from duty due to personal/family illness or disability, he/she shall be allowed full pay for a total of fifteen (15) days per contract year. Unused personal illness days hereunder shall be

cumulative to a maximum of ninety (90) days for absence due to a personal illness or disability of the Superintendent.

D. Personal Days:

The Superintendent shall be granted two (2) personal days per contract year for conducting personal business. These days shall be non-cumulative and shall be taken in accordance with the school calendar and as work allows. Personal days used shall be deducted from the Superintendent's accumulated paid sick leave.

E. Funeral Leave:

In the event of death of an immediate family member, the Superintendent will be paid for up to three (3) days for bereavement. Funeral leave pay will not be given for Saturday, Sunday, holidays or vacation should a funeral occur during these times. Immediate family is defined as spouse, daughter, son, father, mother, sister, brother, grandparents, grandchildren, daughter-in-law, son-in-law, mother-in-law, father-in-law, brother-in-law, stepfather, stepmother, stepbrother, stepsister, stepchildren or relative residing in home.

F. Vacation:

The Superintendent is employed on the basis of fifty-two (52) weeks of work per year (July 1 through June 30) as scheduled by the Board. The Superintendent shall be granted vacation time of twenty-five (25) days per fiscal year. A maximum of ten (10) unused vacation days may accumulate and be carried over from one year to the next. Upon retirement or separation of service from the School District, the Superintendent shall be compensated at a per diem rate for all accumulated but unused vacation leave. The Superintendent shall schedule the use of vacation in such a manner as will minimize interference with the orderly operation and conduct of business of the School District.

G. Holidays:

The Superintendent is entitled to the following holidays:

Fourth of July, Labor Day, Thanksgiving Day, the Friday following Thanksgiving, the last working day before Christmas, (unless school is scheduled), Christmas Day, New Years Eve, New Year's Day, Good Friday (to the extent school is not scheduled) and Memorial Day.

H. Personal Growth/Associations/Meetings and Conferences:

The Superintendent shall be eligible for reimbursement for travel, meals, and lodging in accordance with per diem expense and reimbursement procedures established by the Board. Any expenses to be incurred by the Superintendent for out-of-state travel shall be submitted in advance for review and approval by the Board. The Superintendent shall be required to

present an itemized account of his/her reasonable and necessary expenses in accordance with the direction of the Board. It is understood that School District funds shall not be used to reimburse expenses for alcohol, tobacco, and other such personal expenses. Subject to express approval by the Board, the fees or dues for membership in appropriate professional organizations shall be paid by the Board. The Superintendent may attend appropriate professional meetings at the local, state, and national levels, with prior Board approval required for national conferences, and shall be reimbursed for any registration fees, tuition, travel, lodging and/or reasonable meal expenses for himself in relation thereto unless such fees or expenses have been or will be paid directly by the School District.

I. Graduate-Tuition:

The Board will provide annually for successful completion of academic university graduate courses for up to nine (9) credits related to the Superintendent's job.

J. Professional Liability Insurance:

The Board agrees to maintain errors and omissions insurance coverage for the Superintendent while engaged in the performance of his duties and responsibilities as Superintendent and while the Superintendent is acting within the scope of his/her authority as Superintendent. The terms of the errors and omissions insurance policy shall be controlling regarding the defense and indemnification of the Superintendent. The sole obligation undertaken by the Board shall be limited to the payment of the premium amounts for the errors and omissions insurance coverage.

K. Cellular Phone:

The Board agrees to provide the Superintendent with a cell phone to use for School District business. This cell phone may be used by the Superintendent for personal matters within reason.

L. Vehicle Allowance:

The Superintendent shall receive an annual allowance of \$3,000 to cover vehicle expenses and mileage. The Superintendent shall be responsible for maintaining such records as may be necessary to document the business use of his/her vehicle. If in any year the vehicle allowance exceeds the Superintendent's documented business use of his/her vehicle (at permissible IRS rates) the Superintendent shall be responsible for any income tax attributable to the excess. If in any year the Superintendent's documented vehicle use exceeds the vehicle allowance at the allowable IRS rates, the Superintendent may submit a request to the School District for reimbursement for the excess mileage.

9. TERMINATION OF CONTRACT DURING ITS TERM:

The Superintendent shall be subject to discharge prior to the expiration of this Contract for reasonable and just cause, which shall include, but not be limited to, acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, and/or breach of the terms of this Contract. Prior to any such discharge, the Board shall provide the Superintendent with a written statement of the charge(s) against him/her and afford him/her an opportunity for a hearing before the Board at which he/she may be represented by counsel (at his/her own expense) to dispute said charge(s).

The Board shall be entitled to terminate this Contract during its term in the event of the Superintendent's inability to perform the position responsibilities for a period of sixty (60) consecutive work days or more due to mental or physical disability; provided, however, that if the Superintendent is eligible for and receiving leave time pursuant to the Family and Medical Leave Act ("FMLA"), then and in such event the Superintendent's termination shall not occur prior to the Superintendent's exhaustion of any remaining leave time to which he/she is entitled under the FMLA.

Upon the effective date of any termination prior to the Contract expiration date, the Board shall be liable only for a pro rated portion of the Superintendent's salary for the school year in which the termination occurs and shall have no further salary or other obligations under this Contract. The foregoing standards and procedures for termination of this Contract during its term shall not be applicable to a decision by the Board not to renew or extend this Contract beyond the expiration of its term, which decision is at the discretion of the Board.

10. TERMINATION UPON EXPIRATION OF CONTRACT:

The Board, in its discretion, may decide to not renew this Contract beyond its stated expiration date. Unless the Board gives written notice of non-renewal of the Contract to the Superintendent at least ninety (90) days before the stated expiration date, the terms of this Contract will be extended for one additional year beyond its stated expiration date by operation of law, in accordance with the requirements of Section 1229 (1) of the Revised School Code, MCL 380.1229 (1). The Superintendent shall advise the Board (i.e. all Board members in writing) of this obligation during the month of January prior to the stated expiration date of this Contract or of any renewal or extension of it.

11. ENTIRE CONTRACT AND UNDERSTANDING:

This Contract contains the entire agreement and understanding by and between the Board and the Superintendent with respect to the employment of the Superintendent, and no representations, promises, contracts or understandings, written or oral, not contained herein shall be of any force or effect. All prior agreements pertaining to, connected with,

or arising in any manner out of the employment of the Superintendent by the Board, are hereby terminated and shall hereafter be of no force or effect whatsoever. Such prior agreements are, therefore, superseded by this Contract for the period from and after July 1, 2012. No changes or modifications of this Contract shall be valid or binding unless they are in writing and signed by the Superintendent and the Board. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provision of this Contract at any time. The captions or headings used in this Contract are for convenience only and shall not be used to alter or modify the provisions to which they refer.

In the event of dispute between the parties relating to any provision of this Contract, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this Contract, the parties hereby agree to submit to binding arbitration. Such arbitration shall be conducted under the rules of, and administered by, American Arbitration Association. The arbitrator's fee and the expense of the American Arbitration Association shall be shared equally by the parties. All the parties are entitled to have representation of their own designation; however, each party shall be responsible for the costs of such respective representation.

12. SEVERABILITY OF PROVISIONS:

If any provision of this Contract becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Contract shall continue in full force and effect in all other respects without said provision. If any of the terms of this Contract are determined not to be legally enforceable as written, the provision will be enforced to the extent allowed by law.

This Contract is executed by the Board on behalf of the Fennville Public Schools pursuant to the authority granted and contained in the action of the Board approved on May 21, 2012, the same being incorporated herein by reference.

BY: BOARD

BY: SUPERINTENDENT

\_\_\_\_\_  
Board President

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Dirk Weeldreyer, Superintendent

\_\_\_\_\_  
Board Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date