

**CONTRACT OF EMPLOYMENT
SAUGATUCK PUBLIC SCHOOLS - SUPERINTENDENT**

It is hereby agreed by and between the Board of Education of the Saugatuck Public School District (hereinafter "Board") and Rolfe Timmerman (hereinafter "Administrator") that pursuant to Section 1229(1) of the Revised School Code, the Board in accordance with its action found in the minutes of its meeting held on the May 17, 2010 has and does hereby employ the said Superintendent for a three-year period commencing on July 1, 2010 and ending on June 30, 2013, according to the terms and conditions as described and set forth herein as follows:

1. Administrator shall perform the duties of Superintendent as prescribed by the Board and as may be established, modified and/or amended from time to time by the Board. Administrator acknowledges the ultimate authority of the Board with respect to his responsibilities and directions related thereto.
2. Administrator represents that he/she possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Department of Education, and those required by the Board to serve in the position assigned. Additionally, Administrator agrees, as a condition of his continued employment, to meet all continuing education requirements for the position assigned, as are and may be required by law and/or by the State Board of Education. If at any time Administrator fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this Contract may be terminated by the Board, and the Board shall have no further obligation hereunder.
3. Administrator agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Administrator agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, Administrator agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board to carry out the educational programs and policies of the School District during the entire term of this Contract. Administrator pledges to use his best efforts to maintain and improve the quality of the operation of the School District and constantly promote efficiency in all areas of his responsibility.
4. Administrator shall be paid at an annual (twelve month) salary rate of not less than \$120,000 (One hundred and twenty thousand dollars) in consideration of his performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board.

The annual salary shall be paid in twenty-six (26) equal bi-weekly installments beginning with the commencement of the fiscal/contract year (July 1 - June 30).

The Board hereby retains the right to increase the annual salary of Administrator during the term of this Contract. Any increase in salary made during the term of this Contract shall be in the form of a written amendment and when executed by Administrator and the Board, shall become a part of this Contract.

5. Administrator is employed on the basis of fifty-two (52) weeks of work per contract/fiscal year (July 1 through June 30) as scheduled by the Board. Administrator shall be granted vacation time of twenty-five (25) days per fiscal year. Vacation days must be used within the fiscal year for which they are made available and Administrator shall not receive any additional compensation in lieu of use of vacation days. Administrator shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District. All scheduling of vacation is subject to the approval of the Board President.
6. Administrator's performance shall be evaluated by the Board annually, not later than March 31st.
7. The Board may dismiss the Superintendent and terminate this Contract at any time during its term hereof or any extension, for any act by the Superintendent of dishonesty, conviction of or plea of no contest to a felony or circuit court misdemeanor or to any offence involving use of alcohol or illegal drugs, neglect of duty, conduct prejudicial to the District, unsatisfactory evaluations, breach of the terms and conditions of this contract, or violation of Board policies and directives.

The foregoing standards for termination of this contract during its term shall not be applicable to non-renewal of this Contract at the expiration of its term, which decision is discretionary with the Board of Education.

In the event the Board undertakes to terminate the Superintendent during the term of this Contract, the Board shall notify him in writing of the reasons for its action. If the Superintendent wishes to contest the charges, he shall respond in writing to each of the charges and may make a written request for a hearing before the Board within ten (10) days of his receipt of the charges. If the Superintendent does not contest the charges in the time and manner specified, the charges shall be considered admitted, and the Superintendent shall be considered to have waived any right to contest the charges. If requested by the Superintendent, a hearing before the Board will be scheduled at a time and place set by the Board not less than seven (7) days or more than thirty (30) days after its receipt of the request. The hearing need not be conducted using formal trial or evidentiary procedures, but the Superintendent may request that the hearing be conducted in closed session. The Board shall notify the Superintendent of its decision in writing within fifteen (15) days of the close of the hearing or, if no hearing is requested, within fifteen (15) days of the Board's receipt of Superintendent's written response to the charges. The Board's decision shall be final and binding on the parties and not subject to judicial review.

8. In the event of Administrator's mental and/or physical incapacity to perform the duties of his office, he/she shall be granted an initial leave of ninety (90) workdays for purpose of recovery. The Administrator shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the ninety (90) workday periods to be unpaid. Health plan premium payments shall be made on behalf of Administrator during this interval to the extent required by law. Upon utilizing leave under this provision, Administrator shall furnish medical certification to the Board (or its designee) respecting the necessity for the leave.

If the Board (or designee) has reason to doubt the validity of the medical certification supplied by Administrator, it may require a second opinion, at Board expense.

Administrator may request a ninety (90) work day unpaid leave extension in the event of his physical and/or mental inability to return to work at the expiration of the initial leave interval, as described

above, provided that there is a verified prognosis that Administrator will be able to resume his duties at the conclusion of the extended leave interval. Medical certification shall be supplied by Administrator as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

If Administrator is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), his employment and this Contract may be terminated at the option of the Board. However, no such termination shall occur where restoration after leave is required by the Family and Medical Leave Act.

Prior to resumption of duty after an unpaid leave of absence for a serious health condition, Administrator shall provide to the Board a fitness for duty certification from Administrator's health care provider. A second opinion may be required by the Board, at its expense, unless the securing of the second opinion in this context is precluded by the Family and Medical Leave Act.

9. Administrator agrees that he/she shall not be deemed to be granted continuing tenure in the position initially assigned or to which he/she may be assigned or transferred 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 any employment assignment (requiring certification) with the School District. Nor shall the decision of the Board not to continue or renew the employment of Administrator for any subsequent period in any capacity, other than as a classroom teacher, as may be required by the Teachers' Tenure Act, be deemed a breach of this Agreement or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.
10. Administrator 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. Additionally, upon request of the Board, Administrator shall authorize the release of medical information necessary to determine if Administrator is capable of performing the essential job functions required by his assignment, with or without reasonable job accommodation(s). Any physical or mental examination or disclosure of such information required of Administrator by the Board shall be job related and consistent with business necessity. Any medical or psychological examination under this section shall be at Board expense. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.
11. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third party Administrator, the Board shall make premium payments on behalf of Administrator and his eligible dependents for the following insurance programs:

Priority Health Insurance - Full family health insurance plan.

Delta Dental Insurance - Full family dental plan coverage.

VSP 3 Vision Insurance - Full family vision insurance plan.

SET-SEG Life Insurance - Administrator only:

Group Life and Accidental Death in the amount of \$60,000.

Supplemental Term Life Policy in the amount of \$250,000

SET-SEG Long Term Disability - Administrator only. Thirty day qualifying period, payable from 66 2/3rd's percent of monthly salary up to a maximum of \$5,000 per month, and payable to age 65.

12. The Board reserves the right to change the identity of the insurance carrier, policyholder or third party Administrator for any of the above benefits, provided that comparable coverage, as determined by the Board, is maintained during the term of this Agreement. The Board shall not be required to remit premiums for any insurance benefits for Administrator and his eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder or third-party Administrator. The terms of any contract or policy issued by any insurance company or third-party Administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. Administrator is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The Board, by remitting the premium payments required to provide the above-described insurance coverage(s), shall be relieved from all liability with respect to insurance benefits.
13. Administrator is entitled to the following holidays for which no service to the School District is required: (New Years Eve, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and day after Thanksgiving, Christmas Eve Day, and Christmas Day).
14. If Administrator is absent from duty on account of personal illness or disability, he shall be allowed full pay for a total of twelve (12) days per contract year (July 1-June 30). Unused paid leave days hereunder shall be cumulative to a maximum of 180 days for absence due to personal illness or disability of Administrator. Upon termination of employment, the Board agrees to pay the Administrator fifty dollars (\$50) per unused day.
15. The Administrator shall be entitled to up to two (2) days per Contract year (July 1 – June 30) for the purpose of attending to personal business which cannot be accomplished outside of regular work hours. Administrator shall notify the Board President of such leave at least five (5) workdays in advance, except in the case of emergency. Personal business days may not be taken adjacent to vacation, holiday, or recess periods.
16. The Administrator may be absent up to ten (10) days per occurrence in the event of a death in his immediate family (defined as: the Superintendent's spouse, child, parent, foster-parent, parent-in-law, sibling, grandparent or any other person for whose financial and physical care the Administrator is principally responsible). Days used under this paragraph shall be deducted from the Administrator's paid personal illness/disability leave provided under the immediately preceding paragraph of this Contract.
17. The Administrator is eligible to be reimbursed for meals, travel and lodging in accordance with per diem expense and reimbursement standards and procedures established by the Board for school business as necessary. Administrator shall be required to present an itemized account of his reasonable and necessary expenses in accordance with direction of the Board or its designee.

Subject to express approval by the Board, the fees or dues for membership in appropriate professional organizations shall be paid by the Board. Subject to prior approval by the Board, the Administrator may attend appropriate professional meetings at the state and national levels and shall be reimbursed for any registration fees, lodging and/or reasonable meal expenses for himself in relation thereto not prepaid by the Board.

18. Administrator can request reimbursement up to a maximum of six (6) semester hours annually (July 1 – June 30) for graduate courses, or up to nine (9) semester hours for doctorate courses that are approved by the Board in advance of enrollment. The reimbursement for authorized courses will be for actual tuition costs at any publicly supported Michigan University. For authorized courses taken out of state or at private universities, the reimbursement will be computed at the average cost of tuition at Western Michigan University, Michigan State University, Grand Valley State University, and Central Michigan University. No tuition payment shall be in addition to tuition paid under any other grant or scholarship. To receive tuition reimbursement, evidence of successful completion of the approved courses must be presented to the Business Office.
19. The Board shall hold harmless and protect the Administrator from financial loss in any claim, demand, suit or judgment arising from or out of the discharge of his duties within the scope of his employment. The Board agrees to pay the premium amount for errors and omissions insurance coverage for Administrator while engaged in the performance of a governmental function and while the Administrator is acting within the scope of his authority. The terms of the errors and omissions insurance policy shall be controlling respecting the defense and indemnity of the Administrator.
20. This Contract contains the entire agreement and understanding by and between the Board and Administrator with respect to the employment of Administrator 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 Administrator by the Board, are hereby terminated and shall hereafter be of no force or effect whatsoever. Provided, that this contract is voidable pursuant to the provisions of the Revised School Code pertaining to criminal records checks. No change or modification of this Contract shall be valid or binding unless it is in writing and signed by Administrator 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 such time or at any other time.
21. If any provision of this Agreement 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 without said provision(s).
22. Administrator agrees that any claim or suit arising out of Administrator's employment with the Board must be filed no more than six (6) months after the date of the employment action that is the subject of the claim or suit. Administrator understands that the statute of limitations for claims arising out of an employment action may be longer than six (6) months, but agrees to be bound by the six (6) month period of limitation set forth herein and waives any statute of limitations to the contrary. Should a court of competent jurisdiction determine that this provision allows an unreasonably short period of time to commence a law suit, it is the intent of the parties that the court enforce this provision to the extent possible and declare the law suit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.

- 23. This Agreement is executed on behalf of the Saugatuck Public School District pursuant to the authority granted as contained in the resolution of the Board adopted on July 2, 2009, the same being incorporated herein by reference.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

Date: _____

Rolfe Timmerman
SUPERINTENDENT

SAUGATUCK PUBLIC SCHOOLS
BOARD OF EDUCATION

Date: _____

By _____
President

By _____
Secretary