

CONTRACT OF EMPLOYMENT

SUPERINTENDENT OF SCHOOLS

It is hereby agreed by and between the Board of Education of Fowlerville Community Schools (hereinafter "Board") and Richard Heinrich (hereinafter "Superintendent") that pursuant to Section 1229 of the Revised School Code of the State of Michigan, MCL 380.1229, the Board in accordance with its action found in the minutes of its meeting held on the 17th day of March, 2009, has and does hereby employ the said Richard Heinrich as its Superintendent of Schools. For the Contract period commencing on July 1st, 2011 and ending on June 30, 2014.

1. Superintendent shall perform the duties of Superintendent of Schools as prescribed by the School Code of the State of Michigan and by the rules and regulations of the State Board of Education, and as may be established, modified, and/or amended from time to time by the Board.
2. Superintendent represents that he possesses, holds and maintains 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 of Superintendent of Schools. If at any time Superintendent fails to maintain all certificates, credentials, and qualifications for the position of Superintendent of Schools as required herein, this Contract shall automatically terminate, and the Board shall have no further obligations hereunder.
3. Superintendent agrees to devote his talents, skills, efforts, and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position of Superintendent of Schools as required and assigned. Superintendent agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, Superintendent 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 for which he is responsible during the entire term of this Contract. Further Superintendent 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. Superintendent shall be paid at an annual salary rate of not less than One Hundred Twenty Eight Thousand dollars (\$128,000.00), which shall include the amount of \$0.00 for an annuity and \$ 0.00 for a car allowance as specified below in consideration of his performance of the duties and responsibilities of the position of Superintendent of Schools in conformance with the requirements and expectations of the board as set forth herein. The annual salary shall be paid in twenty-six (26) equal bi-weekly installments during the applicable twelve (12) month period July 1 through June 30. The Board hereby retains the right to adjust the annual salary of \$128,000.00 for the Superintendent during the term of this Contract, but any

such salary adjustment shall not reduce the annual salary below the minimum annual salary prescribed above. Any adjustment in salary made during the term of this Contract shall be in the form of a written amendment and, when executed by Superintendent and Board, shall become a part of this contract.

Included within the salary rate specified above:

- a. Provide the Superintendent a \$0.00 per month car allowance for the purpose of carrying on the work and activities germane to the position.
- b. Contribute \$0.00 annually on behalf of the Superintendent to a tax-deferred annuity program authorized by the District and of the Superintendent's choice.

Additionally the Board shall provide:

- a. Reimburse, upon submission of proper documentation, an amount of up to \$2,000.00 per contract year to cover educational expenses of the Superintendent.
  - b. Pay the Association dues of the Superintendent for the American Association of School Administrators, the Michigan Association of School Administrators and MASA Region in which the School District is located, as well as other appropriate affiliations as approved.
  - c. The Board shall provide compensation and leave benefits to Superintendent, such as, but not limited to, sick leave, personal leave, and termination benefits as provided in the teachers' negotiated contract, except that the administrator shall participate in the Sick Leave Bank as provided in Board Policy. The Superintendent shall not be eligible to participate in the Flat Fee Incentive Program or any teacher early retirement incentive plan.
5. The Board agrees to pay the premium amount for district errors and omissions insurance coverage which includes the Superintendent while engaged in the performance of a governmental function and while the Superintendent is acting within the scope of his authority. The policy limits for this coverage shall not be less than \$5,000,000.00 per occurrence, with an aggregate policy limit of \$5,000,000.00. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of the Superintendent. In the event that such insurance coverage cannot be provided and/or at reasonable premium rate, the Board shall have the right to discontinue said coverage and shall notify the Superintendent. In that event, the Board agrees on a case-by-case to consider providing legal defense and/or indemnification to the Superintendent as is authorized under MCL 691.1408.
  6. 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.

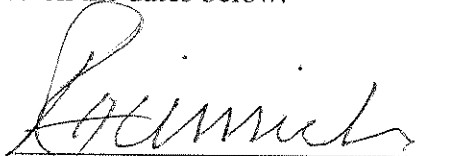
Superintendent shall be granted vacation time of twenty five (25) days per fiscal year. A maximum of ten (10) vacation days may be carried over for not to exceed one (1) year from the fiscal year for which they are made available to the Superintendent. The Superintendent shall not receive any additional compensation in lieu of use of vacation days without the express agreement of the Board. Superintendent shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the school district.

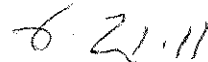
7. The Board shall evaluate Superintendent's performance annually, not later than March 15<sup>th</sup>.
8. The Board of Education shall, no later than March 31 of each year during the term of this Contract, consider the extension of this contract for an additional one-year period. If no action is taken to extend the contract during its term the Contract will not be extended. In the final year of the Contract, or any extension thereof, the Board may non-renew the Contract by giving written notice of non-renewal 90 days before it's expiration as specified in section 1229 of the revised school code.
9. The Board shall be entitled to terminate this Contract during its term in the event of the Superintendent's inability to perform his position responsibilities for the greater of ninety (90) workdays or the number of accumulated sick days, at the time of disability, due to mental or physical disability. Further, the Board shall be entitled to terminate the Superintendent's employment at any time during the term of this Contract for acts of moral turpitude, misconduct, dishonesty, fraud insubordination, or incompetence, or if Superintendent materially breaches the terms and conditions of this Contract. 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 that the Board undertakes to dismiss Superintendent during the term of this Contract, he shall be entitled to written notice of charges and an opportunity for a hearing before the Board. In the event of termination of employment during the term of this Contract, this Contract shall automatically terminate, and the Board shall have no further obligation hereunder.
10. Superintendent agrees that he shall not be deemed to be granted continuing tenure in the position of Superintendent of Schools 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 Superintendent for any subsequent period in any capacity, other than as a classroom teacher, as may be required by tenure law, be deemed a breach of this Contract or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

11. 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. Additionally, the Board upon reasonable cause may request release or medical information necessary to determine if Superintendent is capable of performing the duties required in his assignment. The Board may require that Superintendent have a comprehensive medical examination as may be deemed necessary if such an examination is required, a statement shall be filed with the Secretary of the Board certifying to the physical fitness and mental capability under this Contract and shall be treated as confidential by the Board. Should the Board exercise its prerogative under this provision to require a medical examination, the cost of physician services for said examination will be borne by the school district to the extent not covered by health insurance provided by the Board.
12. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder, and/or third party administrator, the Board will provide the same insurance (health, dental, vision, life and long term disability) as provided for other administrators and his eligible dependents.
13. Superintendent is entitled to the following holidays for which no service to the School District is required:
  - July 4<sup>th</sup>
  - Labor Day
  - Wednesday before Thanksgiving Day
  - Thanksgiving Day
  - Day after Thanksgiving
  - Christmas Eve Day
  - Christmas Day
  - New Years Eve Day
  - New Years Day
  - Good Friday
  - Memorial Day
14. If Superintendent is absent from duty due to personal illness or disability, he shall be allowed full pay for a total of twelve (12) sick days per Contract year. Unused sick days hereunder shall be cumulative to a maximum of one hundred (100) days for absences due to personal illness or disability of Superintendent. He shall also be allowed three (3) personal business leave days and also bereavement leave days as per the Fowlerville Education Association Master Contract.
15. The Superintendent shall attend appropriate professional meetings at the local and state levels annually and is expected to attend a national conference every other year and shall be reimbursed for his expenses in connection therewith and for any other reasonable out-of-pocket expenses incurred on behalf of the Board.


- 16 This Contract of Employment contains the entire agreement and understanding by and between the Board and the Superintendent with respect to the employment of Superintendent, and no representation, 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 Superintendent by the Board is hereby terminated and shall hereafter be of no force or effect whatsoever. No change or modification of this Contract of Employment shall be valid or binding unless it is in writing and signed by 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 such time or at any other time.
17. 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 without said Provisions; provided, however, that no such sever ability shall be effective if it materially changes the economic benefit of the Contract to any party.

IN WITNESS WHEREOF, The parties have caused this Contract to be executed on the dates below.

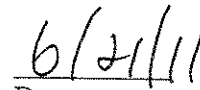
  
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Superintendent

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
President, Board of Education

  
\_\_\_\_\_  
Date

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

  
\_\_\_\_\_  
Date