

**EMPLOYMENT CONTRACT  
BETWEEN  
FRUITPORT COMMUNITY SCHOOL DISTRICT  
AND  
THE SUPERINTENDENT OF SCHOOLS**

This agreement, effective August 24, 2009, between the Fruitport Board of Education, hereinafter called "Board", and Robert Szymoniak, as Superintendent of Schools, hereinafter called "Superintendent".

1.           **TERM**           The Board agrees to employ the Superintendent for the term from September 8, 2009 to and including June 30, 2012.  
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The Board shall meet with the Superintendent annually for purposes of reviewing the content of this contract and the Superintendent's wages, hours, and working conditions.

Further, the Board shall, on or before June 1, 2010, June 1, 2011, and on or before ninety (90) days prior to July 1, 2012, take official action determining whether or not to extend this contract for an additional year. The Board shall notify the Superintendent of its action in writing.

2.           **CERTIFICATION** The Superintendent represents that he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including regulations of the Michigan Department of Education and those required by the Board, to serve as a Superintendent of Schools.

Additionally, the Superintendent agrees, as a condition of his continued employment, to work towards credentials consistent with the standards established by the North Central Association for Accreditation and to meet all continuing education requirements, as are and may be required by law and/or by the State Board of Education

3.           **DUTIES**           The Superintendent agrees, during this contract, to faithfully perform his duties and obligations in such capacity for the school district including, but not limited to, those duties required by The School Code. He will act as an advisor to the Board on matters concerning the school administration or the School District, and he will inform the Board as to administrative

action taken on its behalf. The Superintendent shall recommend, effect, or cause to be effected, the policies and programs of the Board of Education as may be adopted. He will faithfully and diligently fulfill all the duties and obligations incumbent upon him as the executive head of the administrative section of the school system and the School District.

4.           **COMPENSATION** The Board agrees to compensate the Superintendent the sum of One Hundred Twenty-Three Thousand Dollars (\$123,000.00) annualized for the 2009-2010 school year and pro-rated based on effective date. Salary shall be paid according to the Board's policy governing payments of other professional staff members in school district. The Board shall review the Superintendent's compensation annually and is subject to an upward revision by agreement of the parties.

5.           **VACATION** Effective September 1, 2009 and on July 1 of each contract year the Board shall credit the Superintendent with 20 working days vacation per year. The Superintendent may take vacation days at a time mutually agreeable to both parties. The Superintendent is encouraged to use as many of the working vacation days as possible, but the Board will allow the Superintendent to carry a maximum of ten (10) vacation days into the following year, provided that the total number of vacation days for any given year shall not exceed 30.

6.           **INSURANCE AND OTHER BENEFITS**

a.           **Hospital, Medical, Dental, Vision, Life Insurance (1.5 times salary), Long-Term Disability and Bereavement Leave.** The Board shall provide the Superintendent with the same hospital, medical, dental, vision, long term disability and bereavement leave benefits as provided to other administrators employed by the Board. The Board reserves the right to change the identity of the insurance carrier, policyholder or third-party administrator for any of its benefit programs 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 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. The Superintendent is responsible for assuring completion of all forms and documents needed to receive the above described insurance coverage. The School District, by payment of the premium payments required to provide the above described insurance coverage, shall be relieved from all liability with respect to insurance benefits.

b. Sick Leave - The Board shall grant the Superintendent twelve (12) sick days leave per year, cumulative up to two hundred-fifty (250) days.

c. Unused Sick Leave - The Superintendent shall be paid an amount equal to \$100 times the number of his accumulated sick-days, upon termination of employment by:

i. Death; or

ii. Retirement - The Superintendent shall provide the Board at least one hundred twenty (120) calendar days written notice prior to retirement.

d. Personal Leave - The Board shall grant the Superintendent personal leave of four (4) days per year non-cumulative with pay. Personal leave days used shall not be deducted from the number of sick days from (B), above and unused personal leave day will convert into sick days.

e. Other Benefits - The Superintendent shall be covered by all other benefits granted by the Board to the district's professional staff including retirement benefits.

f. Memberships - The Board shall pay the Superintendent's membership in A.A.S.A., M.A.S.A., Rotary, and Lions, as well as other appropriate affiliations as approved.

g. Mileage Reimbursement - The Board agrees to provide the Superintendent the IRS allowable reimbursement rate for proper business travel; accordingly, the

Superintendent shall provide the District with supporting documentation of District use of a vehicle.

h. Cellular Phone Expense - The Board agrees to provide the Superintendent with a cellular phone, per district practice, not to exceed set provisions of current cellular phone contract. It shall be the responsibility of the District to obtain and maintain phone service in his name. The Superintendent shall be responsible for the costs of such cellular phone service above and beyond the current district cellular phone plan.

i. Annuity – For the 2009-10 contract year, the Board agrees to provide the Superintendent with two-thousand dollars (\$2,000.00) which shall be paid into a TDA (403B) account approved by the Superintendent as a Board-paid annuity.

j. Doctorate Tuition and Fees – The Board shall reimburse the Superintendent for all tuition and fees incurred for successfully completed academic university courses considered related to the performance of his duties and/or the field of education. At the request of the Superintendent, the Board will pay said tuition and fees directly to the institution offering the course. The maximum reimbursable amount for any given contract year will not exceed \$3,000. Failure of the Superintendent to submit proof of successful completion of the course within a timely fashion following completion of the course shall necessitate that he reimburse the Board for said tuition and fees.

7. **OUTSIDE ACTIVITIES.** The Superintendent may undertake non-district related activities (e.g. consultative work, speaking engagements, teaching, writing, lecturing) provided prior approval is received from the Board. If the Superintendent receives compensation for such activities, he will be required to use vacation time to cover the time missed from work. In the event the Board, in its sole discretion, determines that any such activity interferes with the Superintendent's satisfactory performance or the time necessary for the Superintendent's satisfactory performance of duties, the Board may require that the Superintendent cease some or all of such outside activities. In no case will the Board be responsible for any expense attendant to the performance of outside activities.

8.           **EVALUATION.**    The Board shall formally evaluate the Superintendent's performance not less than once each school year and completed no later than April 15 of each such year. The evaluation process shall include but is not limited to a conference with the Superintendent.

Evaluation of the Superintendent's performance will include, but is not limited to, the following factors:

- a.     Leadership in education
- b.     Business and finance matters
- c.     Employee relations
- d.     Community relations
- e.     Relationships with the Board of Education

In the event the Board in good faith establishes specific objectives against which the Superintendent's performance will be evaluated, both the objectives and the time within which the objectives are to be attained shall be identified to the Superintendent.

9.           **RELOCATION EXPENSES**       Upon receipt from Superintendent of the documented costs and expenses having been incurred and paid by Superintendent for the relocation of his family, from their current residence to a residence within the District, the Board shall reimburse Superintendent for such costs and expenses in an amount not to exceed \$5,000.

10.          **PROFESSIONAL DEVELOPMENT AND MAINTENANCE OF SKILLS**

The District expects the continuing professional growth of the Superintendent and the maintenance of his skills through his participation as he might decide in light of his responsibilities as Superintendent in appropriate state, local and national conferences, seminars, in-services and informational meetings. The Superintendent will appraise the Board in advance of the Superintendent's extended conference activities. The Board approves the Superintendent to attend

the AASA National Convention, all meetings of the Michigan Association of School Administrators (including state and regional meetings) and such other out of state meetings as approved by the Board. Travel, registration, room, meal, and related incidental expenses shall be paid and/or reimbursed by the Board of Education.

11.           **PROFESSIONAL LIABILITY**     The District agrees to endorse the Superintendent as an insured on the school district liability insurance policy and further agrees to indemnify and save harmless the Superintendent against expenses actually and necessarily incurred by the Superintendent in connection with any legal actions, except:

          a.           Any action in which the Superintendent shall have been determined to have been guilty of intentional misconduct or gross negligence.

          b.           Any action in which the Superintendent shall have been determined to have been guilty of negligence arising out of a breach of duty following notice of termination, unless the Board shall otherwise decide; or

          c.           Any action in which the Superintendent shall have failed to notify the school district of a claim within a reasonable time or shall have failed to cooperate in the defense of such claim, but only to the extent that the defense of such action shall have been prejudiced by reason of such failure to give notice or to cooperate.

12.           **MEDICAL EXAMINATION**     The Superintendent shall, if required by the Board, and not less than once annually during employment, provide the Board with a report or reports of examinations by medical personnel for the purpose of determining that the Superintendent is capable of performing the essential job functions required by his assignment. Examinations necessary to obtain such report(s) shall be at Board expense. Examinations may include but are not limited to, at the Board's option, history, physical examination, psychological or psychiatric evaluation, lab tests, x-rays or any other test requested by the Board for any lawful purpose.

By executing this Contract, the Superintendent hereby authorizes the release of any medical information by such medical personnel with any and all information concerning the Superintendent's employment and any other pertinent information they may have, personnel or otherwise. Any

information obtained from medical or psychological examinations or inquires shall be considered and treated as confidential. The Superintendent shall submit to such medical examinations, supply such information and execute such documents as may be required by any underwriter, policy-holder or third-party administrator providing insurance programs specified under this Contract.

13.           **DISABILITY OR INCAPACITY.**   In the event of the Superintendent's mental and/or physical incapacity to perform the duties of his assignment, he shall be granted an initial leave up to ninety (90) work days for purpose of recovery. The Superintendent shall first exhaust any accumulated sick leave and accrued vacation time. Health plan premium payments shall be made on behalf of the Superintendent during this interval to the extent required by law. In order to utilize leave under this provision, the Superintendent shall first furnish medical certification to the Board (or its designee) respecting the necessity for the leave. This certification, from the Superintendent's health care provider, shall include the following:

- a. The date the serious health condition commenced and the health care provider's best medical judgment concerning the probable duration of the condition including the probable duration of the Superintendent's present incapacity.
- b. Diagnosis of the serious health condition.
- c. A statement of regiment of treatment.
- d. An indication of whether inpatient hospitalization is required.
- e. An opinion of whether or not the Superintendent is able to perform the essential functions of his position.

The Board (or designee) may require a second opinion, at Board expense, by a physician selected by the Board.

The Superintendent may request up to a ninety (90) work days 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 reasonable likelihood that the Superintendent will be able to resume his duties at the end of the extended leave interval. Medical certification shall be supplied by the Superintendent as a condition to any leave extension. The Board may require a second opinion at its expense by a physician selected by the Board. Any extensions of leave for this purpose shall be at the discretion of the Board.

Prior to the resumption of duties after an unpaid leave of absence for a serious health condition, the Superintendent shall provide to the Board a fitness for duty certification from the Superintendent's health care provider. A second opinion may be required by the Board, at its expense.

The Superintendent's employment is contingent upon being fit to fully perform the essential responsibilities of the position. In the event the Board determines that the Superintendent is not fit to fully perform his duties at the expiration of a leave period, it may terminate this Contract, and it shall have no further obligations hereunder. Such action by the Board shall not affect any rights the Superintendent may have under group long-term disability coverage.

14.           **SUSPENSION.**   Whether pending the procedures set forth in paragraph 15 or pending an investigation of the conduct of the Superintendent, the Board may, in its sole discretion, direct that the Superintendent suspend all or any part of the performance of responsibilities and may assign the performance of such responsibilities to another person or persons. Such suspension of responsibilities shall be without loss of salary or other benefits under this Contract, until the Superintendent is either reinstated or terminated under this Contract.

15.           **TERMINATION PROVISIONS**

- a.           By mutual agreement of parties, at any time.
- b.           By either party at the end of the contract term, by written notice of non-renewal to the other no less than ninety (90) days (April 1) prior to the end of the contract



term (June 30). Under this provision no reasons or hearings shall be afforded.

c. The Board may terminate the Superintendent and this Contract at any time during its term hereof or any extension, for any act by the Superintendent of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetence, inefficiency or for any material breach of the terms and conditions of this Contract. The foregoing standards for termination of this Contract during its term do not apply to non-renewal of this Contract at the expiration of its terms, which decision is discretionary with the Board.

In the event the Board undertakes to dismiss the Superintendent during the term of this Contract, the Board shall notify the Superintendent in writing of the charges against him. 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 will be given an opportunity to address the charges. The Board shall notify the Superintendent of its decision in writing 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.

In the event of termination of the Superintendent's employment during the term of this Contract, this Contract shall automatically terminate, and the Board shall have no further obligation hereunder.

d. The Board may, at its option terminate this agreement in the event the Superintendent is unable to perform any or all of his duties by reason of illness, accident, or other cause beyond his control and said disability exists for more than six (6) consecutive months, or if said disability is permanent, irreparable, or of such nature as to make the

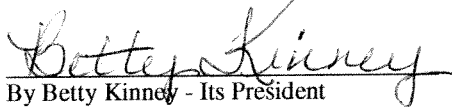
performance of his duties impossible. Upon termination, the respective duties, rights and obligations hereof shall terminate provided, however, that this paragraph shall not be construed to prevent the Board from otherwise securing performance of the duties of the Superintendent during any period of disability for which the Board deems such services necessary.


16. **BREACH** In case of a breach by either party to this agreement, nothing contained herein shall be construed to render the obligations of either party under this agreement null and void.

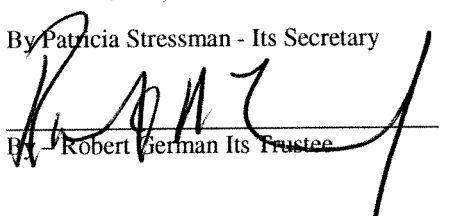
17. **PROHIBITION OF TENURE** The Superintendent shall not be deemed to be granted continuing tenure as provided for in the Teacher Tenure Act (Act No. 4, PA of 1937, Extra Session, as amended) in the Superintendent's position established by virtue of this contract.

18. **SCOPE OF AGREEMENT.** This Contract constitutes the entire agreement by and between the parties and supersedes all prior statements, written or oral, and any prior contracts between the Board and the Superintendent. There are no representations or promises other than as set forth herein which have induced Superintendent to enter into this Contract. Superintendent agrees and understands that no employee or individual Board member is authorized to modify this Contract or enter into a new or different contract of employment. Modifications, additions or deletions to this Contract shall not be binding unless written, authorized by appropriate and lawful Board resolution, and signed by both parties. No valid waiver of any provisions 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.

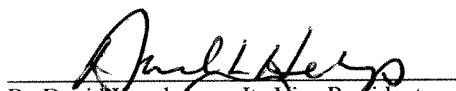
Dated: August 27, 2009


  
By Betty Kinney - Its President

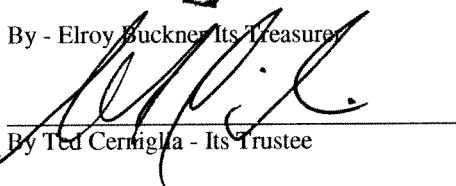
  
By Patricia Stressman - Its Secretary

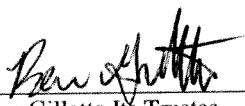
  
By Robert German Its Trustee

FRUITPORT BOARD OF EDUCATION

  
By David Hazekamp - Its Vice President

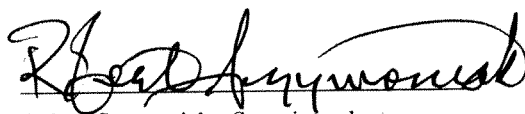
  
By - Elroy Buckner Its Treasurer

  
By Ted Cerfiglia - Its Trustee



By – Ben Gillette Its Trustee

Dated: August 27, 2009



Robert Szymoniak - Superintendent

Fruitport Board of Education  
**Regular Monthly Meeting**  
March 26, 2012 – 7:00 p.m.  
Middle School Media Center

- I. The Regular meeting of the Board of Education was **called to order** at 7:01 p.m. by Board President, Betty Kinney.
- II. The **Pledge of Allegiance** was recited.
- III. **ROLL CALL:** Present – Elroy Buckner, Ted Cerniglia, Ben Gillette, Dave Hazekamp, Steve Keglovitz, Betty Kinney, and Pat Stressman.

IV. **APPROVAL OF AGENDA**

Item 12-212. MOTION by Stressman, SECOND by Keglovitz to approve the agenda as presented.  
MOTION CARRIED 7-0

V. **PRESENTATIONS**

Superintendent, Bob Szymoniak publicly recognized high school teachers, Derek and Sarah Woycehoski for their efforts organizing the ASAP program at the high school. This program reaches out to students who require afterschool academic support.

Middle School Principal, Ellen Beal presented the Board with a report from Schools to Watch for Fruitport Middle School. The report states, “*Fruitport Middle School stands out as a school that has embraced school improvement with tenacity*”

VI. **COMMUNICATIONS**

*Secretary report* – none.

*Superintendent* – none.

VII. **REMARKS FROM THE PUBLIC**

Jeffrey Holden – 3745 W. Fuller Dr., Muskegon, MI 49444 – On behalf of Grand Valley State University, Mr. Holden thanked the Board and administration for allowing GVSU students to perform student teaching hours required to obtain their degree.

VIII. **SUPERINTENDENT/ADMINISTRATIVE REPORTS**

1. Instructional Services Update  
Curriculum Director, Wendy Somers distributed handouts covering Curriculum and Instruction updates. She reported on: New Teacher Training, ACT/MME Testing, School Improvement/Title I Planning, the MACUL Conference, and Kindergarten Round Up.

IX. **CONSENT AGENDA**

Item 12-213. MOTION by Keglovitz, SECOND by Cerniglia to approve the Consent Agenda as presented.

1. Approval of Meeting Minutes of February 27, 2012
2. Approval of Special Meeting Work Session Minutes of February 29, 2012
3. Approval of Special Meeting Work Session Minutes of March 12, 2012
4. Approval of Bills
5. Acceptance of Monthly Financial Report and ACH Transactions

6. Approval of Head Start and GSRP Updates
7. Approval of Personnel Report
8. Approval of Contract Agreement(s) with Vendors:
  - Holiday Coach Busses - Edgewood Elementary 5<sup>th</sup> Grade Year End Trip
  - Seadog Cruises - Edgewood Elementary 5<sup>th</sup> Grade Year End Trip
  - Connie's Pizza - Edgewood Elementary 5<sup>th</sup> Grade Year End Trip
  - Shedd Aquarium - Edgewood Elementary 5<sup>th</sup> Grade Year End Trip

MOTION CARRIED 7-0

#### **X. GENERAL BOARD BUSINESS**

1. Approval and Adoption of Second Reading of Board Policies and Guidelines #7510.

Item 12-214. MOTION by Gillette, SECOND by Buckner to approve and adopt the second reading of Board Policy and Guideline #7510 pertaining to facility usage.

MOTION CARRIED 7-0

2. Approval of Resolution to Support MAISD Technology Enhancement Millage.

Item 12-215. MOTION by Gillette, SECOND by Keglovitz to approve a resolution to support the MAISD Technology Enhancement millage. Roll Call Vote: Buckner, No; Cerniglia, Yes; Gillette, Yes; Hazekamp, Yes; Keglovitz, Yes; Kinney, Yes; Stressman, Yes.

MOTION CARRIED 6-1

3. Approval of First Reading of Anti-Bullying Board Policy #5517.01.

Item 12-216. MOTION by Buckner, SECOND by Cerniglia to approve first reading of Anti-Bullying Board Policy #5517.01.

MOTION CARRIED 7-0

4. Approval of Nonrenewal of Administrator's Contract.

Item 12-217. MOTION by Gillette, SECOND by Cerniglia to approve the Nonrenewal of An Administrator's Contract. Roll Call Vote: Buckner, Yes; Cerniglia, Yes; Gillette, Yes; Hazekamp, Yes; Keglovitz, Yes; Kinney, Yes; Stressman, Yes.

MOTION CARRIED 7-0

#### **XI. STUDENT AFFAIRS COMMITTEE REPORTS & RECOMMENDATIONS**

1. Report of committee meeting held March 22, 2012.

Ted Cerniglia reported on a Student Affairs Committee Meeting held March 22. Steve Keglovitz, Ted Cerniglia, Wendy Somers, and Bob Szymoniak were present. The committee discussed: Curriculum and Instruction Updates, Early College, Band Program, Cost Savings, Personnel Reductions, and the Tech Enhancement Millage.

2. Approval of Overnight Trip Request for DECA students to attend International Competition in Salt Lake City, UT, April 27 – May 2, 2012.

Item 12-218. MOTION by Cerniglia, SECOND by Buckner to approve Overnight Trip Request for DECA students.

MOTION CARRIED 7-0

#### **XII. PERSONNEL COMMITTEE REPORTS & RECOMMENDATIONS**

1. Report of committee meeting held March 15, 2012.

Pat Stressman reported on a Personnel Committee meeting held March 15. Ben Gillette, Betty Kinney, Pat Stressman, Mike Schluentz, Wendy Somers, and Bob Szymoniak were present. The committee discussed: Retirement Issues, Personnel Matters, Personnel Cost Savings, and the Custodial RFP.

2. Approval of Superintendent's Contract Extension.

Item 12-219. MOTION by Stressman, SECOND by Gillette to approve Superintendent's contract extension.

MOTION CARRIED 7-0

**XIII. BUSINESS & FINANCE COMMITTEE REPORTS & RECOMMENDATIONS**

1. Report of committee meeting held March 19, 2012.

Dave Hazekamp reported on a Business and Finance Committee meeting held March 19. Elroy Buckner, Betty Kinney, Dave Hazekamp, Mike Schluentz, and Bob Szymoniak were present. The committee discussed: Facility Use Policy, Personnel Cost Savings List, Roof Repair Quotes, Food Service Truck Replacement Quotes, Declining Student Count, MAISD Proposed Changes for Accounts Payable Position, Cost and Claim History of Student Insurance, Best Practice Updates.

2. Approval of Replacement of Roof Drain Piping at the Middle School.

Item 12-220. MOTION by Buckner, SECOND by Keglovitz to Replace Roof Drain Piping at the Middle School.

MOTION CARRIED 7-0

3. Approval of the Replacement of the Beach Food Service Delivery Truck.

Item 12-221. MOTION by Buckner, SECOND by Hazekamp to Replace the Beach Food Service Delivery Truck

MOTION CARRIED 7-0

**XIV. BOARD MEMBER REPORTS**

None.

**XV. AGENDA ITEMS for FUTURE MEETINGS & SCHEDULING OF ANY SPECIAL MEETINGS**

1. Muskegon County School Board's Alliance Spring Dinner, April 12, 2012 at 6:00 p.m.
2. Business and Finance Committee will meet Monday, April 16, 2012 at 1:00 p.m.
3. Student Affairs Committee will meet Tuesday, April 17, 2012 at 7:30 a.m.
4. Personnel Committee will meet Wednesday, April 11, 2012 at 7:30 a.m.
5. A Board Workshop is scheduled for Monday, April 16, 2012 at 5:30 p.m. in the Board Room.

**XVI. REMARKS FROM THE PUBLIC**

Chris Cole - 3497 Whispering Woods Dr., Muskegon, MI 49444 - addressed the Board with concerns regarding the website, budget transparency, board packet transparency, the MAISD technology millage, and the District's annual millage renewal.

Kathy Steudle-Schwander - 3338 Danglwood Ct., Muskegon, MI 49444 - addressed the Board regarding MAISD technology millage funding concerns.

Robert Hedges - 3125 Creekview Ln., Muskegon, MI 49444 - addressed the Board requesting board packet attachments be made available online.

**XVII. ADJOURNMENT**

Item 12-222. MOTION by Buckner, SECOND by Cerniglia to adjourn.

MOTION CARRIED 7-0

The meeting adjourned at 8:00 p.m.

Respectfully submitted,

Pat Stressman  
Board Secretary

Maribeth Clarke  
Recording Secretary