

# REED CITY AREA PUBLIC SCHOOLS

Reed City, Michigan

## EMPLOYMENT CONTRACT SUPERINTENDENT OF SCHOOLS

This contract establishes the employment agreement between the BOARD OF EDUCATION OF REED CITY AREA PUBLIC SCHOOLS (the "Board") and STEVEN B. WESTHOFF, as Superintendent (the "Superintendent"). The terms of the contract are provided below.

1. **Term:** The Superintendent is employed for a **four**-year period from July 1, **2012**, through June 30, **2016**, subject to extension, nonrenewal and termination as provided in this contract.

2. **Certification:** The Superintendent shall furnish and maintain, for the duration of this contract, current certification as may be required by law and by administrative rules of the Michigan Department of Education now and/or in the future for the administrative position. Such certification(s) shall be maintained on file at the central administration office. Failure to maintain and keep current all required certifications shall be sufficient cause for discharge under this agreement.

3. **Duties:** The Superintendent agrees to devote his full time and attention to the responsibilities of the position of Superintendent of Schools. The Superintendent agrees that he will perform those duties in a competent and professional manner in compliance with the laws, rules and regulations applicable to the school district and in compliance with the instructions, policies, regulations and practices of the Board of Education. The Superintendent agrees that he will accept no outside employment without the prior written permission of the Board of Education.

4. **Tenure Exclusion:** The Superintendent shall not acquire tenure in any administrative position or in any other nonclassroom or nonteaching position to which he may be assigned.

5. **Compensation for Services:**

A. The Superintendent's annualized salary for the 2012-13 contract year shall be One Hundred Eighteen Thousand, Four Hundred Twenty-Four Dollars (**\$118,424**). This salary shall be paid in installments with the District's regular pay periods of twenty-six (26) per year. The salary shall be adjusted for each subsequent contract year with the amount to be determined by the Board in consultation with the Superintendent, but in no event less than the previous year's annual salary.

B. The Superintendent shall receive contributions to a Board-paid annuity in the amount of five percent (5%) for each contract year. Payments will be contributed in twenty-six (26) equal installments, coinciding with the regularly scheduled pay periods, to a tax deferred annuity plan for the Superintendent's benefit.

6. **Business Expenses:** The Board will reimburse the Superintendent for reasonable and necessary business-related expenses. Verification of the expenses shall be in the manner determined by the Board or its designee.

7. **Transportation Allowance:** The Superintendent shall be provided an automobile allowance of Four Thousand Two Hundred Ninety Dollars (\$4,290) per year to be paid in installments with each regular paycheck. This allowance will be reviewed on a yearly basis by the Board. These payments will be treated as taxable income but will not be considered compensation for retirement plan purposes. The Board will also compensate the Superintendent for necessary business travel outside the Mecosta-Osceola Intermediate School District boundaries at the then current allowable IRS rate per mile.

8. **Professional Dues:** The Board will pay one hundred percent (100%) of the Superintendent's membership dues to professional, civic or educational organizations that may benefit the district, subject to preapproval by the Board.

9. **Professional Growth of the Superintendent:** The Board encourages the continuing professional growth of the Superintendent through his participation in the following:

A. Conferences, programs and other activities conducted or sponsored by local, state and national school administrators and school board associations;

B. Seminars and courses offered by public or private educational institutions; and

C. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform his professional responsibilities for the school district.

The Board shall permit a reasonable amount of time for the Superintendent to attend such professional matters and pay for the necessary registration fees, travel and subsistence expenses, as preapproved by the Board and in accordance with requirements of the Michigan School Code.

10. **Fringe Benefits:** The Superintendent shall receive such compensated and noncompensated leaves of absence, holiday periods, insurance benefits, and other similar fringe benefits that are substantially equal to those granted by the Board to other certified administrators for the district pursuant to either Board policy or any current bargaining agreement. For the 2012-13 contract year, those benefits are summarized as follows:

A. Vacation: Up to twenty-five (25) paid days per contract year. Up to ten (10) days per year may be carried over to the following year or paid out at the end of the contract year at the Superintendent's option.

B. Personal Business Days: The Superintendent is granted two (2) personal business days per year. Personal days that remain unused at the end of each year shall be added to the Superintendent's accumulated sick leave.

C. Sick Leave: The Superintendent is granted twelve (12) paid sick days per year, accumulation limited to no more than two hundred (200) days.

D. Funeral Leave: Up to Five (5) days per death of immediate family member.

E. Holidays: As designated below:

New Year's Eve Day	Labor Day
New Year's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Fourth of July	Christmas Day

F. Insurance – MESSA Pak – Plan B: (or other insurance coverage as indicated in the RCEA Master Agreement)

- 1) Dental;
- 2) Vision;
- 3) Long-term disability;
- 4) Life Insurance: \$100,000 term life insurance; and
- 5) In lieu of health (medical) insurance, \$350 per month according to provisions of the Master Agreement with RCEA.

The Superintendent has the option of receiving health (medical) insurance benefits provided to other administrators in the district. These fringe benefits shall be subject to and administered in accordance with any Board policy establishing the benefit for administrators and any plan document describing the benefit and eligibility for the benefit.

The Board does not pay for unused vacation, sick or personal business leave days upon separation from employment.

The Superintendent shall maintain a record of the leave days used and report the use of leave days to the payroll clerk for proper processing.

11. **Medical Examination**: The Board agrees to reimburse the Superintendent for any expense not covered by insurance for a biennial physical examination by a licensed medical professional. In consideration of this benefit, the Superintendent agrees

to schedule such exams and authorize the examiner to provide a statement to the Board President certifying to the Superintendent's fitness to safely perform the responsibilities of his office. This statement shall be treated as confidential information.

12. **Evaluation:** The Board will evaluate the Superintendent twice each contract year, once before April 1 and another date to be determined by the Board of Education. The Superintendent shall notify the Board annually, no later than the last board meeting in February, of the need to conduct the April 1 evaluation.

13. **Extension of Agreement:** The Board agrees, by April 1 of each year of this contract, to determine whether to extend the Superintendent's contract for an additional contract year. The Superintendent shall place the issue of extension on the Board's agenda for the last Board meeting in March. The contract may be extended by the affirmative vote of a majority of the current Board members at that time. The compensation for the additional year may be set at the time of the extension, or determined later in accordance with paragraph 5.A, above.

14. **Termination:**

A. Involuntary.

1) The Board may, at any time, terminate this contract for just cause. The Superintendent shall be entitled to notice of the reasons and be offered a reasonable opportunity to have a hearing before the Board acts to terminate the agreement

2) The Board may terminate this contract as for cause if the Superintendent is unable to satisfactorily perform due to a mental or physical impairment either:

a) The Superintendent has exhausted all sick and other available paid leave and has been absent for an additional 90 days; or

b) The Superintendent has been absent on a leave for worker's disability for 12 months.

3) Alternatively, the Board may terminate this contract at any time, without cause, upon payment of severance in the amount of 110% the Superintendent's current annual salary, as specified in paragraph 5A.

B. Voluntary. The Superintendent and Board may terminate this contract at any time upon such terms as they find mutually agreeable. Such terms shall be reduced to writing and signed by both parties.

C. Nonrenewal. Any nonrenewal of this contract shall be in accordance with the requirements of the Michigan School Code as then in effect.

D. Proration. Upon termination prior to the end of the term of this agreement, the salary and benefits will be prorated based on the number of days worked divided by 260. This percentage shall be applied to the salary and any other cash benefit to determine the appropriate earned compensation. Any necessary adjustment shall be made in the final paycheck. In the event that the Superintendent has been overpaid, he agrees to promptly remit the amount of the overpayment upon presentation of notice by the District showing the calculation of the overpayment.

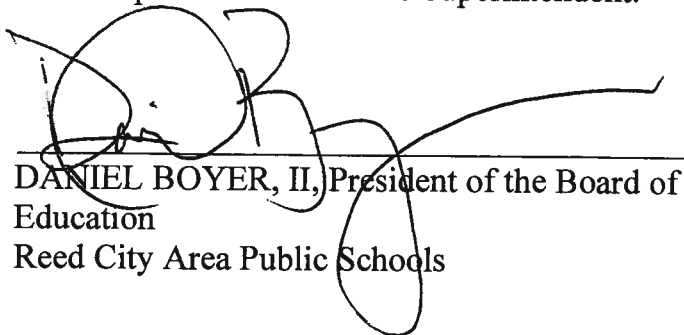
15. **Liability Protection:** The District agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual capacity, or in his official capacity as an agent and employee of the district, provided the incident arose when the Superintendent was acting within the scope of his employment. This shall exclude any legal fees, court costs, fines, other costs or penalties arising from criminal litigation, absent specific approval by the Board of Education to reimburse such expenses after they have been incurred.

The Board shall provide liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgment resulting from his functioning as Superintendent. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

16. **Arbitration:** Any and all disputes between the parties regarding the application or enforcement of this contract, including any claims of illegal discrimination or violation of state or federal statutes or constitutions, shall be resolved through submission to binding arbitration. Any claim for arbitration must be made to the other party, in writing, within ninety (90) days of the alleged violation. If the parties are unable to mutually agree upon an arbitrator, the matter shall be referred to the American Arbitration Association and processed in accordance with its rules and procedures for labor arbitrations. Either party may have legal representation in the proceedings. The Superintendent and the Board shall split any fees of the arbitrator but shall otherwise bear their own expenses for the arbitration, except as the arbitrator may allocate them pursuant to an applicable statute. The arbitrator shall have the authority to interpret external law, if applicable, and award any relief available under such applicable law, including attorney fees if available. The arbitrator shall have the authority to set discovery guidelines and issue subpoenas for documents or witnesses as he/she deems appropriate. The decision of the arbitrator shall be final and binding on both parties, absent fraud, evident bias or exceeding the granted authority. The award may be enforced in any court of competent jurisdiction.

17. **Complete Agreement:** This represents the complete agreement between the parties. There are no other agreements or understandings, oral or written, which induced the parties to enter this contract. Any modification of this contract must be made in writing and signed by the Board's authorized representative and the Superintendent.

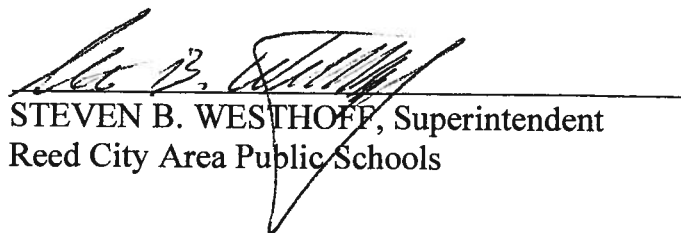
Date: 05/21, 2012



---

DANIEL BOYER, II, President of the Board of  
Education  
Reed City Area Public Schools

Date: 5/21, 2012



---

STEVEN B. WESTHOFF, Superintendent  
Reed City Area Public Schools