

**K-12 SUPERINTENDENT/PRINCIPAL EMPLOYMENT CONTRACT**

**BETWEEN RICHARD C. HEITMEYER**

**and the**

**BOARD OF EDUCATION of the VANDERBILT AREA SCHOOL DISTRICT**

**THIS CONTRACT** is made and entered into as of the 14<sup>th</sup> day of September 2015, between the Vanderbilt Area School District, hereinafter referred to as the “Board of Education” and Richard C. Heitmeyer, hereinafter referred to as “Administrator”.

**WHEREAS**, the Board of Education at a meeting held on the 14<sup>th</sup> day of September 2015, approved the terms and conditions of this contract;

**WHEREAS**, the Administrator desires to be employed by the Board of Education in accordance with the terms and conditions of this contract;

**NOW THEREFORE**, in consideration of the mutual promises contained in this contract, it is agreed between the parties, as follows:

1. **TERM** — This contract shall take effect on **immediately** and continue in force through the 30<sup>th</sup> day of June 2017, subject to extensions and termination as provided in Paragraphs 4 and 8. Also, this contract will be automatically renewed without further action for one additional year unless the Administrator is notified by the Board President of the intent to non-renew on or before March 31, 2016.
2. **DUTIES** — The Administrator represents that he meets all Michigan requirements and holds all certificates necessary for employment by the Board of Education in this administrative position. The Administrator agrees to perform the duties of Superintendent in a competent and professional manner in compliance with the laws applicable to the school district and the policies and regulations adopted by the Board of Education.
3. **EVALUATION** — Annually, but no later than the 1<sup>st</sup> day of March of each year during the term of this contract, the Board of Education may review with the Administrator his performance as Superintendent/Principal.
4. **EXTENSION** — This contract may be extended either by option of the Board of Education or by operation of law as follows:
  - A. **Board Option** — The Board of Education, no later than the 31<sup>st</sup> day of March of each year during the term of this contract, may extend the contract for an additional one-year period. In exercising this option, the Board of Education also shall establish the annual salary to be paid to the Administrator for the school year included in the extension. All other terms and conditions of this contract shall remain unchanged. The Board of Education in its sole discretion and with cause may decline to extend this contract for an additional year.

- B. Operation of Law – Unless the Board of Education gives written notice of non-renewal of this contract to the Administrator at least 90 days before the contract’s termination date, this contract will, without further action, be automatically renewed for an additional one–year period as provided by Public Act 183 of 1979.
5. **TENURE EXCLUSION** – This contract does not confer tenure upon the Administrator in the position of Superintendent/Principal or any other administrative position in the district.
6. **COMPENSATION** – The Board of Education shall pay to the Administrator an annual salary of \$70,000. The salary shall be paid in 26 equal installments. The Board of Education retains the right to adjust the salary during the continuation of this contract, but an adjustment shall not reduce the annual salary below the figures specified in this paragraph. The Board of Education is authorized to make such payroll deductions as may be required by law or authorized by the Administrator and such sums as have not been earned due to absence from employment.
7. **BENEFITS** – During the term of this contract, the Administrator shall receive the benefits generally provided by the school district to full–time, professional administrative staff on the same basis as available to those staff members in accordance with Board of Education policy (including vacation leave, sick leave, health insurance, and retirement benefits) subject to the following limitations; first, this paragraph excludes any compensation or benefit specifically set forth elsewhere in this contract; and second, such benefits are subject to change at any time on the same basis as changed for full–time, professional staff.

The Administrator is entitled to the following specific benefits:

- A. Full Family Medical, Dental, Vision, Long Term Disability, and \$25,000 life insurance (MESSA PAK or equivalent). If covered by spouse’s insurance plan, Administrator may receive annuity equal to premium in the amount of \$400 per month.

Plan B – For employees not needing health insurance

LTD – 70% (\$5,000 maximum)  
 90 calendar days – straight wait  
 Freeze on offset  
 Alcohol/Drug – two years  
 Mental/Nervous – two years

Dental – 100/80/80/80: \$2,000; \$2,000

Life – \$50,000 AD&D

Vision – VSP3 + Platinum

- B. Paid Holidays shall include July 4, Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Eve Day, Christmas, New Year’s Eve Day, New Year’s Day, Good Friday, and Memorial Day.
  - C. Twelve (12) sick days per contract year. Sick days may accumulate to a maximum of 45, but shall not be subject to compensation upon termination of employment.
  - D. Three (3) personal business days per contract year (no accumulation). Unused personal business days will be added to the superintendent’s sick leave total.
  - E. Three (3) bereavement leave days for the death of a family member.
8. **TERMINATION** – The Administrator may be discharged and this contract terminated at any time for cause. The administrator and the Board of Education may be advised through arbitration, with all expenses and fees of the arbitrator shared equally between the Board of Education and the Administrator.
9. **SPECIAL PROVISIONS** –
- A. Workweeks per year shall number 48 with four weeks (20 work days) paid vacation leave, commencing August 1, 2015, and ending June 30, 2016.
  - B. The Superintendent/K–12 Principal is encouraged to schedule leave days for times when school is not in regular session.
  - C. Mileage reimbursed per pay period at current rate established by Board of Education policy.

**IN WITNESS WHEREOF**, the parties have duly executed this Superintendent’s Contract as of the day and year in the opening paragraph.

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Superintendent/Date

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Board President/Date

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Vice President/Date

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Secretary/Date

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Treasurer/Date

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Trustee/Date

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Trustee/Date

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Trustee/Date