ZEELAND PUBLIC SCHOOL DISTRICT

Interim Superintendent Employment Contract

The ZEELAND PUBLIC SCHOOLS BOARD OF EDUCATION ("Board") and Gary Feenstra ("Mr. Feenstra" or "Interim Superintendent"), agree as follows:

- 1. Interim Superintendent: Mr. Feenstra accepts the Board's appointment to the position of Interim Superintendent commencing July 17, 2012 and ending June 30, 2013, unless earlier terminated in the manner specified herein. Given the interim nature of this appointment, Mr. Feenstra agrees that this Contract shall not be renewed, continued or extended and he waives all rights to any notice that may otherwise be required pursuant to section 1229 of the Michigan Revised School Code.
- 2. Qualifications/Assignment: Mr. Feenstra represents that he holds all certification and qualifications required by law or policy for the administrative staff assignment of Interim Superintendent. This Contract shall terminate if any such certification or qualifications are allowed to lapse or expire or if they are suspended or revoked.
- 3. Employment Duties: Mr. Feenstra shall comply with all applicable requirements and provisions of The Revised School Code ("School Code"), and any other applicable law, rule or regulation, as well as all rules, regulations, policies or directives of the Board (whether issued by the Board or its authorized administrators); and he shall conscientiously perform all duties and responsibilities of his/her assignment(s), whether prescribed by law, by the Board, or by the Board's authorized designees. Mr. Feenstra has informed the Board of external business obligations, for which he shall be absent with approval, and he agrees that he shall not provide any other consultive or other services to third parties for additional compensation without prior approval of the Board.
- 4. Non-Tenure: Mr. Feenstra agrees that he shall not acquire tenure in any administrative position or any other non-classroom capacity by virtue of this contract.
- 5. Salary: The Board shall pay Mr. Feenstra a per diem of \$500.00 for up to 120 scheduled work days, vacation or holidays during the remainder of the 2012 calendar year, for services performed pursuant to this Contract. Mr. Feenstra will earn 15 vacation days for 2012 of vacation days. In 2013, he shall receive a per diem of \$500 for up to 120 scheduled work days, holidays or vacation and earn 15 days of vacation days. Unused vacation days shall be paid at the \$500 per diem rate upon contract termination.
- 6. Other Benefits or Provisions: In addition to the foregoing, Mr. Feenstra shall receive and/or be subject to the following:
- Mileage Allowance: \$500 per month, in a manner compliant with IRS requirements.
- Benefits: In lieu of payments and insurance benefits otherwise available pursuant to the Board approved ZPS Administrator Contract Guidelines and Benefits, Mr. Feenstra shall receive a monthly stipend for cell phone/technology of \$100 and shall be reimbursed \$200 per month for insurance copays.
- 7. Annual Evaluation: Given the interim nature of this appointment and the Board's knowledge of Mr. Feenstra, the annual evaluation shall be waived, if permitted by applicable law.
- 8. Termination: Mr. Feenstra agrees that he is expressly prohibited from engaging in any conduct involving moral turpitude or other serious misconduct that materially prejudices the reputation of the District and/or substantially impairs the Interim Superintendent's ability to function effectively; and the Board may void this Contract in the event of such conduct. This Contract is also void upon the resignation, retirement, or death of the Interim Superintendent. In addition, the Board may terminate this Contract for any or no reason upon seven days advance written notice and the Interim Superintendent has the same right. By signing this Contract, Mr. Feenstra agrees that he has received notice of the Contract's termination as of June 30, 2013.
- 9. Re-opener: This Contract may be re-opened upon the request of either party.
- 10. Entire Agreement: This Contract represents the entire agreement between the parties and supersedes any and all previous agreements (oral or written) between them. No individual Board member has authority to modify this Contract; all Contract modifications must be approved by the Board in an open meeting.

has executed this Contract this day of,2012.	has executed this Contract this day of,2012.
	Zeeland Public Schools Board of Education
(Signature)	, Its President
(Address)	, Its Secretary
(City, State, Zip)	