

**EMPLOYMENT CONTRACT
BETWEEN
KEITH WETTERS
AND THE REESE PUBLIC SCHOOLS
BOARD OF EDUCATION**

THIS CONTRACT of employment constitutes an agreement by and between the Board of Education of Reese Public Schools (subsequently referred to as “Board of Education,” “Board” or “School District”) and Keith Wetters. (subsequently referred to as “Administrator”) pursuant to Section 1229 of the Revised School Code, MCL 380.1229. The terms of the Contract are provided below:

1. **TERM.** This Contract is for the period from July 1, 2016 through June 30, 2020, subject to extension, non-renewal and discharge as provided in this Contract. The Board shall review this contract with the Administrator annually, and shall, on or before March 31 of each ensuing year, take official action determining whether the Contract is extended for an additional year and notify the Administrator in writing of its action. On or before March 31 if the superintendent receives an effective rating or higher the contract will be extended an additional year. If the Board takes no action to extend the Contract, the Contract shall be deemed not to have been extended for an additional year. However, in the final year of the Contract, if the Board does not take action to non-renew this Contract as provided in paragraph number 14, the Contract shall renew for an additional year.

The Board recognizes the right of the Administrator to pursue other employment opportunities. The Administrator may terminate this Contract for such reason by giving not less than thirty (30) calendar days written notice to the President of the Board, unless otherwise agreed by the parties in writing.

2. **CERTIFICATION** The Administrator shall furnish and maintain for the duration of this Contract in the central administrative offices of the School District evidence that he satisfies the requirements of Michigan law and administrative rules of the Michigan Department of Education, including those for continuing education, for holding the position of Superintendent or for any other position to which he may be assigned by the Board in its discretion. Failure to maintain and keep current such evidence shall be sufficient cause for discharge.

3. **DUTIES.** The Administrator agrees to faithfully perform his duties and obligations in such capacity for the School District, including, but not limited to, those duties required by the Revised School Code or the duties of any other position to which he may be assigned by the Board, in a competent and professional manner. He will put into practice the educational policies of the State and of the Board. Duties may be modified, revised or changed from time to time by the Board within the means provided by the Board. Administrator acknowledges the ultimate authority of the Board with respect to his duties, responsibilities and assignments. He will act as an advisor to the Board with respect to his duties, responsibilities and assignments. He will act as an advisor to the Board on matters pertaining to the school administration or the School District, and he will inform the Board as to administrative action taken on its behalf. The Administrator 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 chief administrative officer of the School District.

4. **EVALUATION.** The Board shall evaluate the performance of the Administrator annually using the criteria and evaluation process provided by the Board and reviewed by the Board and the Administrator. The evaluation of the Administrator and review of the evaluation of his performance shall occur by March 31 of each contract year, unless otherwise mutually agreed. The Administrator shall remind the Board in writing not later than December 1 of each contract year of the Board's obligation to conduct and complete an evaluation of the Administrator by March 31 of each contract year. It is understood that the Administrator may request that the Board meet in closed session to review his evaluation pursuant to Section 8(a) of the Michigan Open Meetings Act (for review of a periodic personnel evaluation).

5. **TENURE EXCLUSION.** The Administration shall not be deemed to be granted nor shall he acquire tenure as an Administrator in the position of Superintendent or in any other non-classroom or non-teaching position to which he may be assigned, but shall be deemed to have been granted continuing tenure as an active classroom teacher if he meets the requirements for tenure in accordance with the provisions of the Michigan Teachers' Tenure Act.

6. **PROFESSIONAL GROWTH.** The Administrator may attend appropriate professional meetings. Reasonable and necessary receipted expenses submitted by the Administrator shall be reimbursed, subject to Board review and

approval. Attendance by the Administrator at national meetings or national conferences requires prior approval by the Board. The time away from the School District and/or the duties and responsibilities of the Administrator's position shall be limited and reasonable as determined by the Board.

7. **PROFESSIONAL LIABILITY.** The District agrees that it may in its discretion on a case by case basis determine to defend, hold harmless and indemnify Administrator from any and all demands, claims, suits, actions and legal proceedings brought against Administrator in his individual capacity, or in his official capacity as agent and employee of the District, provided the incident arose while Administrator was acting within the scope of his employment and within the scope of his authority, but excluding misconduct and criminal proceedings of any kind. The Board shall maintain a liability insurance policy with the Administrator covered as an insured. In no case will individual Board members be considered personally liable for indemnifying the Administrator against such demands, claims, suits, actions and legal proceedings.

8. **COMPENSATION.** The Board agrees to pay the Administrator for his services during each year of this Contract. The Administrator shall receive an annual salary of Ninety Eight Thousand Three Hundred Sixty Three Dollars and Zero Cents (\$98,363.00). Compensation for the following years of this contract term shall be reviewed and established by the Board by June of each contract year. The Administrator shall advise the Board of this matter by February 1 of each contract year. Said salary shall be reviewed annually and is subject to additional upward revision by agreement of the parties. In no case will the salary be lowered. The salary shall be paid in twenty-six (26) equal installments.

9. **ANNUITY.** The Board agrees to pay the Administrator Four Thousand Dollars (\$4,000.00) each contract year for purchase by the Administrator of a tax deferred annuity, payment to the company selected by the Administrator that is approved by the school district to be made biweekly unless otherwise agreed by the parties.

10. **PROFESSIONAL DUES.** The School District shall pay the association dues of the Administrator for the Michigan Association of School Administrators and MASA Region V, as well as any other appropriate affiliations which may be approved in advance by the Board in the exercise of its discretion.

11. **CELL PHONE.** A cell phone will be provided by the District.

12. **EXAMINATION.** The Administrator agrees to have a comprehensive medical examination annually paid by the Board of Education and provide the Board

President with a letter from the examining physician certifying that the Administrator is physically fit to perform his job duties and responsibilities. Such letter shall be treated as confidential information (except as may otherwise be required by law.) Upon request of the Board President, the Administrator shall provide the Board President with a letter from an appropriate physician selected by the Board President certifying that the Administrator is physically or mentally fit to perform his job duties and responsibilities. (Such a request may be made annually, but may not be made arbitrarily or without good and sufficient justification and must be business related.) Any letter or certification will be treated as confidential information (except as may otherwise be required by law.) The School District shall pay the cost of any examination not covered by the Administrator's insurance.

13. **FRINGE BENEFITS.** The School District shall provide the Administrator with the following benefits:

- **Health Insurance.** Full family health insurance shall be provided for the Administrator and his family by a carrier selected by the Board. The carrier will be the same which provides health insurance for School District administrators. Administrator shall contribute the amount over the cap which is determined by the state each year as a condition to participating and enrolling in the above insurance program. Administrator hereby authorizes payroll deduction for the above amount. If this benefit is not taken he will be provided money in lieu of in the amount of Six Thousand Dollars (\$6,000) payable bi-annually in December and June.
- **Vision Insurance.** Full family vision insurance shall be provided Administrator and his family by a carrier selected by the Board.
- **Long Term Disability Insurance.** Long-term disability insurance covering Administrator shall be provided by a carrier selected by the Board.
- **Life Insurance.** At 1.5 amount of the administrative annual salary term life insurance policy shall be provided the Administrator through a carrier selected by the Board. Premiums for the above insurance coverage shall be paid by the Board. All benefits, however, *including eligibility*, are subject in all respects to the

rules, regulations, terms and conditions of the insurance companies as well as the selection by the Board of alternative providers.

- Administrator shall be granted four (4) personal days and fifteen (15) sick leave days each contract year, which days may accumulate up to one hundred fifty (150) days. Compensation shall be paid to the Administrator for unused, accumulated sick days at the time he leaves the employment of the Board solely for the purpose of retirement through the Michigan Public School Employee Retirement Systems (MPERS). (The per diem shall be the same rate as that established in the master agreement between the Board and the R.P.E.A.) No payment shall be made if Administrator leaves employment with this School District for any other reason, e.g., to accept a position with another school district. The Administrator shall, upon request of the Board President, provide a statement from the Administrator's physician should a concern exist that sick leave days are not being properly utilized. Such a request must be job related. The Administrator shall be examined for physical or mental fitness by an appropriate medical professional upon request by the Board President for a second opinion, if determined necessary, but such request may not be arbitrary or without good and sufficient justification and must be job related, with all costs not covered by the Administrator's insurance paid by the School District. Any such information shall be treated as confidential (except as may otherwise be required by law.)
- Four weeks (20 days) of unscheduled work days each contract year, excluding weekends and legal holidays, during which time compensation shall be paid in full. The Administrator will not schedule his days during the time when his presence and leadership are critical to the School District as determined by the Board President. Not more than ten (10) unscheduled work days as of June 30 of a contract year may be utilized and "carried over" by the Administrator through the immediately following contract year, provided, however, that such additional ten (10) days or the

remaining portion of these “carryover” days will be lost and unavailable if the Administrator does not use such days by June 30 of the next succeeding contract year. Otherwise, unscheduled days do not accumulate or “carryover” from one contract year to another contract year. Unscheduled days are compensable, prorated on a 260-day work year, when the Administrator leaves the employment of the Board. The Administrator shall inform the Board President in advance of any time the Administrator is scheduled to be on vacation for three (3) or more consecutive business days or otherwise absent from a Board meeting. Vacation time for five (5) or more consecutive business days must be approved in advance by the Board President.

14. **TRANSPORTATION.** The Board shall provide the Administrator with a monthly vehicle allowance of One Hundred Fifty (\$150.00). The Board shall reimburse the Administrator for use of their vehicle in attending out of school district meetings and conferences as Superintendent at the School Districts established rate for business travel.

15. **TERMINATION.** The Board shall be entitled to terminate the Administrator’s contact at any time during the term of this Contract for an act(s) of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetence, failure to give the requisite notice as provided in paragraph no. 1 or if the Administrator otherwise materially breaches the terms and conditions of this Agreement. No discharge shall be effective until written charges have been served upon his and he shall have an opportunity for a hearing before the Board after advance written notice of at least (8) business days. Said hearing shall be public or private at the option of the Administrator. At such hearing, she may have legal counsel at his own expense. In the event of termination of employment during the term of this Agreement, this Contract shall automatically terminate and the Board shall have no further obligation under this Contract other than to pay Administrator his prorated salary through the last day of employment. Similarly, the annuity payment (paragraph 9) and any unused vacation days (paragraph no. 12) shall be prorated. This Contract may be nonrenewed at the discretion of the Board.

16. **NONRENEWAL.** This Contract is subject to nonrenewal as provided by Section 1229 of the Revised School Code, MCL 380.1229(1). Superintendent must receive written notice that this Contract is nonrenewed by the Board not less than ninety

(90) calendar days prior to the expiration of the Contract or the Contract is renewed for an additional year.

17. **HOLIDAYS.** Employment each year of this Contract shall be on the basis of fifty-two (52) weeks with annual unscheduled days of twenty (20) days per year, as provided above. Normal winter, spring and summer school breaks shall be work weeks unless otherwise specifically granted as vacation periods. The Administrator shall not be required to work on the holidays (as observed) provided by the School District's administrative calendar. Such holidays generally include the Fourth of July, Labor Day, Thanksgiving Day and the day after Thanksgiving Day, Christmas Eve and Christmas Day, New Year's Eve and New Year's Day, Good Friday and Memorial Day.

16. **SEVERABILITY.** If any provision of this Contract is ruled illegal or unenforceable by a court of competent jurisdiction, the remainder of the Contract not affected by the ruling shall remain valid and in effect.

17. **GOVERNING LAW.** This Contract shall be governed by and interpreted in accordance with the laws of the State of Michigan.

**ON BEHALF OF
REESE PUBLIC SCHOOLS
BOARD OF EDUCATION**

Dated: _____

By: _____

Its: _____

Dated: _____

By: _____

Its: _____

ADMINISTRATOR

Dated: _____

By: _____