

ROMULUS COMMUNITY SCHOOLS

CONTRACT OF EMPLOYMENT FOR SUPERINTENDENT OF SCHOOLS

1. **Term of Contract.** It is hereby agreed between ROMULUS COMMUNITY SCHOOLS (hereinafter referred to as "the School District") and CARL J. WEISS (hereinafter referred to as "the Superintendent") that the School District shall employ Carl J. Weiss as Superintendent of Schools for a minimum of three (3) years commencing on July 1, 2008, up to, and including, June 30, 2011. The Board of Education shall provide the Superintendent with a yearly written evaluation of his performance as Superintendent on or before April 1, 2007, and each April 1st thereafter, and shall, on or before April 1, 2007, and each year thereafter, formally advise him if the School District is not going to extend this Contract of Employment for an additional one (1) year. This Contract shall automatically be extended in additional one (1) year incremental periods for each year the Board of Education does not make a timely evaluation and/or formal extension determination.

2. **Termination.** During the term of this Contract, the School District may terminate the Contract without liability and discharge the Superintendent for cause, which includes but is not limited to acts of moral turpitude, misconduct in office, or in the event he is no longer qualified to serve as Superintendent, or if he violates any of the terms or covenants of this Contract.

3. **Responsibility of Superintendent.** The Superintendent warrants, represents, and affirms to the School District that he is fully qualified to serve as Superintendent of Schools and agrees to maintain such qualifications in accordance with the laws of the State of Michigan and the rules and regulations of Department of Education. It is further agreed that the Superintendent will not accept employment other than with the Romulus School District, provided, however, that the Superintendent may, with prior approval of the Board President, undertake consultation work, speaking engagements, writing, lecturing, or other professional duties and obligations.

The Superintendent agrees to perform those duties and responsibilities provided for in the School Code of 1976, and such other assigned duties as may be directed by the Board of Education, to perform faithfully all of his duties and to obey, fulfill, and abide by all policies and decisions of the Board of Education.

4. **Tenure.** This Contract shall not be deemed to grant the Superintendent continuing tenure in the capacity of Superintendent of Schools or any other administrative position within the District. It is further understood that the failure of the Board of Education to reemploy the Superintendent at the conclusion of this Contract, in any capacity other than a classroom teacher, shall not be deemed a breach of this Contract or a discharge or demotion within the terms of the Michigan Teacher Tenure Act.

5. **Business Expenses.** The Superintendent shall be reimbursed for reasonable and necessary expenditures which are incurred in acting on the business of the School District, including conferences and workshops held in the State of Michigan, and those conferences and workshops held outside the State of Michigan which are approved by the President of the Board of Education. Such expenditures will be reimbursed upon presentation of an itemized and detailed accounting of such expenditures and receipts relating thereto in the form required by the School District and in conformity with applicable laws and the regulations of the Internal Revenue Service.

6. **Indemnification.** The School District agrees to defend, indemnify, and hold the Superintendent harmless from and against all claims, suits, judgments, liabilities, costs and expenses arising from actions taken or decisions made in good faith within the scope of his employment while he is/was Superintendent. The Superintendent shall give the Board of Education of the School District notice of any claim for defense and indemnification hereunder promptly upon knowledge of any possible claim or action against him. The Board of Education shall have the right to appoint the attorney to conduct the defense of any such claim or action. The Superintendent agrees to fully cooperate in the defense of any claim or action. This clause shall survive the expiration of this Contract.

7. **Benefits/Compensation.** The School District shall provide the Superintendent with the following:

- A. The Superintendent's 2008-09 salary shall be **\$157,399.13**. The Board of Education hereby retains the right to adjust the annual salary of the Superintendent effective July 1, 2007, and effective each July 1st thereafter, but the salary adjustment(s) shall not reduce the annual salary in effect for the preceding year of this Contract. Any adjustment in salary made during the life of this Contract shall be in the form of an amendment to this Contract. The annual salary shall be paid in equal installments in accordance with the policy of the Board of Education governing payment to professional staff members in the School District.
- B. The Superintendent shall be allowed to charge a maximum of two tanks of gasoline per week to the district credit card en lieu of mileage reimbursement. The total amount for gasoline shall not exceed \$7000 per year.
- C. Each year of this Contract, the Superintendent shall be granted twenty-five (25) vacation days, to be taken at such time as determined by the Superintendent with notice to the President of the Board of Education. Unused vacation days shall not accumulate from one year to the next

year, nor will more than **fifteen (15)** unused vacation days be compensated, unless otherwise agreed to by the Board of Education.

- D. Each year of this Contract the Superintendent shall receive the school holidays granted to other 12-month employees and the days comprising the Christmas/New Year school recess.
- E. Paid membership in national and state professional organizations appropriate to the Superintendent's position.
- F. Any other fringe benefits or improvement of existing fringe benefits under the same terms and conditions accorded to the professional Central Office personnel of the School District and the administrators covered under the RASA collective bargaining agreement (e.g., hospitalization, vision, long-term disability , term life insurance, sick and personal days, termination and separation allowance), not including mileage reimbursement. Long term disability coverage shall be adjusted to include a maximum benefit of \$8,000 per month.

Failure of an insurance company to provide any of the benefits which they have contracted for, for any reason, shall not result in liability to the School District, nor shall such failure be considered a breach by the School District of any obligations it owes to the Superintendent.

Dated: June 23, 2008

ROMULUS COMMUNITY SCHOOLS

SUPERINTENDENT OF SCHOOLS

By: _____
Carl J. Weiss, Superintendent

Its: _____