



GODFREY-LEE PUBLIC SCHOOLS

*** Superintendent Employment Contract ***

July 1, 2011 to June 30, 2015

PREAMBLE: This contract, entered into between the Board of Education (Board) and David G. Britten (Superintendent), recognizes unusual conditions created by declining state revenue support and demonstrates the Board's commitment to the future of the District as well as its confidence in the Superintendent to guide and shape that future. The unique dual roles contained in this contract and the multi-year time periods are not considered by the Board or the Superintendent as precedent-setting for future contracts.

1. DUTIES

Mr. Britten shall competently perform the responsibilities of the Superintendent as established by state law, Board policy and procedure, and Board direction. This includes responsibilities normally assigned to a director of curriculum, instruction and assessment.

2. TERM

The Board agrees to employ David Britten as Superintendent of its schools for the term from July 1, 2011 to June 30, 2015.

3. 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 30th 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 Superintendent 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 or without 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 Superintendent 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. The Superintendent annually shall advise the Board of Education of this obligation during the month of March.

4. CERTIFICATION

The Superintendent shall furnish and maintain for the duration of this contract any current certification(s) that might be required by law and/or by administrative rules of the MDE for the position of Superintendent. At all times, the Superintendent must maintain the credentials and qualifications as required by the MDE and as required by legislative actions, and/or as required by the Board of Education and its policies and or bylaws.

5. EVALUATION

The Board shall perform an annual performance evaluation of the Superintendent NO LATER THAN MARCH 31 of each contract year. The Superintendent shall notify the Board of the need for the evaluation at the Board's first scheduled regular meeting in January of each contract year.

6. COMPENSATION

The Board shall pay the Superintendent One Hundred Nine Thousand Five Hundred Dollars (\$109,500.00) salary payable in biweekly installments for the 2011-2012 contract year. The salary of the Superintendent for succeeding years may be adjusted by the Board, but in no case shall the Superintendent's salary for the succeeding year be less than the 2011-2012 year's salary. The School District will also pay 10.5% of the full year's salary on behalf of Employee for enhanced retirement benefits as compensation of services. The amount will be paid to the Employee's account in the Godfrey-Lee Public Schools Tax Deferred Annuity Retirement Plan. This amount will be paid during the contract year in biweekly installments by the Board and will be prorated if employment terminates before the end of the contract year.

7. DUES

The Board shall pay for dues for appropriate professional organizations, as approved by the Board. These include but are not limited to the following:

- Michigan Association of School Administrators
- Michigan Association of Computer Users in Learning
- American Association of School Administrators
- Kent Intermediate Superintendent's Association

8. VACATION BENEFITS

The Superintendent shall be entitled to twenty-five (25) days of paid vacation leave per contract year. Vacation time when school is in session is not to exceed one (1) week at a time. Vacation time must be used within six (6) months of end of the year for which it is granted or it is forfeited. Vacation time will not be used during either the first or last week of the school year.

9. HOLIDAYS

The Superintendent is entitled to take the following days off as holidays: July 4th, Labor Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, Christmas Day, and the day before New Year's Day, New Year's Day and Memorial Day. When holidays occur on the weekend, the weekday(s) prior or after will be granted as the holiday(s) off.

10. LIFE INSURANCE

The Board shall provide a double indemnity group term life insurance policy in the amount of Two Hundred Fifty Thousand Dollars (\$250,000).

11. BENEFITS

The Superintendent shall participate in the Michigan Public School Employees Retirement System.

The Superintendent shall receive health insurance, sick leave, pension contributions, mileage reimbursement for travel outside Kent County at the IRS per mile rate and other fringe benefits not specifically identified above in accordance with the benefits provided to the professional teaching staff. The Superintendent shall receive mileage reimbursement for travel inside Kent County in the amount of \$1,500 payable quarterly. The Superintendent shall also receive up to \$1,000 in other unreimbursed expenses.

12. OUTSIDE EMPLOYMENT

The Superintendent is expected to devote his full time and best efforts to the assigned duties. The Superintendent shall not accept outside employment or business ventures without the prior written approval of the Board.

13. TENURE EXCLUSION

The Superintendent shall not obtain continuing tenure in any administrative capacity, including the position of Superintendent or in any other non-classroom or non-teaching position.

14. TERMINATION

This Agreement shall terminate on any of the following conditions:

- (a) upon its expiration date provided the Board has given notice of intent not to renew at least 90 days prior to the expiration date;
- (b) upon the District's dissolution or merger;
- (c) for good and just cause. No discharge will be effective until written charges have been served upon him and he has an opportunity for a fair hearing before the Board after ten (10) days notice in writing. The hearing shall be public or private at the option of the Superintendent, and he may have legal council at the option of the Superintendent, and he may have legal counsel at his own expense;
- (d) upon receipt of a criminal record check from the Michigan State Police which contains one of the listed offenses contained in Attachment B as provided by the Michigan Department of Education in regards to Public act 131 of 2005, or any other felony convictions that are unsatisfactory to the Board;
- (e) upon receipt on a positive drug screen resulting from illegal substances – prescription drugs authorized by the Superintendent's physician are exempt, and,
- (f) upon mutual consent of the Board and the Superintendent.
- (g) In the event this Agreement shall terminate prior to the expiration date, the Board shall not be obligated to pay any remaining salary and benefits to the Superintendent beyond June 30 immediately following the date of termination, or six (6) months following termination, whichever is later. If the Superintendent accepts employment with another organization after termination of this contract, the Board shall not be obligated to pay any remaining salary and benefits effective the date of hire with the new organization.

15. MISCELLANEOUS

Any provision not specifically addressed above shall be governed by the Board's Policies and Procedures, as they exist at that time.

16. ARBITRATION

The Board and the superintendent agree that any disputes arising under this Agreement shall be resolved by submission to binding arbitration in accordance with the voluntary labor arbitration rules of the American Arbitration Association. Each party shall mutually share the cost of the arbitrator and filing fees, and shall bear their own costs in such arbitration.

17. ADDENDUM


The Superintendent agrees to serve in the dual capacity as Secondary Principal for the period of July 1, 2011 through June 30, 2012, unless extended by mutual agreement. The Superintendent shall be compensated with an additional salary of Five Hundred Dollars (\$500) for the 2011-2012 contract year along with five (5) additional days of paid vacation.



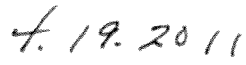
Board of Education President
Godfrey-Lee Public Schools



Date



Superintendent
Godfrey-Lee Public Schools



Date