

NORTH MUSKEGON PUBLIC SCHOOLS

Mission Statement

The staff of the North Muskegon Public Schools, in partnership with parents and community, will educate each student. Our mission is student mastery of skills essential to lifelong learning and the development of positive self-esteem leading students to become productive, responsible citizens.

SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

This Agreement is entered into this 4/11, 2016, between the Board of Education of the North Muskegon Public Schools, (the "Board") and Curt Babcock ("Babcock").

The Board hereby hires and appoints **Babcock** to the position of Superintendent for the fiscal years of 2015/16 through 2019/2020, beginning on July 1, 2015, and ending on June 30, 2020, and further agrees to compensate Babcock for his services at the annual rate of \$110,747 (one hundred ten thousand seven hundred forty-seven dollars) per year which compensation shall be in addition to the applicable benefits granted by the Board in conformance with its policies now or hereafter in effect. Specific benefits to Babcock are attached hereto and incorporated herein by reference of Exhibit A. The salary provided for herein shall be prorated for services actually rendered in the event of termination for this Agreement or in the event Babcock shall fail to perform the contracted services for period or causes not specifically permitted in the rules and regulations or where the services commence after the fiscal year has begun.

Babcock represents that he meets all Michigan requirements and the qualifications established by the Board for the position of Superintendent and shall continue to meet such requirements throughout the term of this Agreement. Babcock 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 bylaws, policies, and regulations adopted by the Board.

In accepting this assignment with the Board, Babcock understands that he is subject to policies established by the Board. Babcock further attests that he is qualified for the position of Superintendent as required by law.

Both the Board and Babcock agree that this Agreement is subject to the Rules and Regulations of the Board now in existence or which may be hereafter adopted and the statutes of the State of Michigan with reference thereto now in existence or which may be hereafter adopted or amended with regard to all other terms and conditions of employment.

Babcock understands that as Superintendent, he is subject to assignment and transfer at the discretion of the Board, but shall not be required to perform services not directly connected with the Public Schools.

This Agreement may be terminated for just cause by the Board in accordance with the applicable Rules and Regulations of the Board.

This Agreement shall be deemed to have been renewed for a period of one year beyond its expiration of June 30, 2020, unless the Board shall have given written notice to the contrary to Babcock in accordance with Act 183, Public Acts of 1980, as amended. Babcock recognizes the exclusive right of the Board to determine reductions in personnel and/or operations and the exclusive right to determine the area in which such reductions will be made. Lay-offs shall occur only upon Babcock receiving 30 days advance notice or such other notice as is practical under the circumstances then existing.

It is mutually understood and agreed that this Agreement does not confer tenure upon Babcock in the position of Superintendent.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in duplicate on the date first given.

NORTH MUSKEGON PUBLIC SCHOOLS

Board of Education

BY: _____

President of the Board of Education

BY: _____

Treasurer of the Board of Education

BY: _____

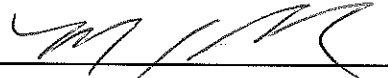
Superintendent

Exhibit A to Superintendent Contract

- a. Hospital, Medical, Dental, Vision, Life Insurance, Long-Term Disability and Sick/Bereavement Leave – The Board shall provide Babcock with the same hospital, medical, dental, vision, long-term disability and sick/bereavement leave benefits as provided to other administrators employed by the Board. The Board shall provide Babcock with \$110,000 of term life insurance.
- b. 30 days vacation per year.
On June 30th of each year, the employee has the option to sell back to the District up to 10 days of unused vacation time at his/her current daily compensation rate. It is understood that the employee shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District.
- c. Automobile allowance of \$600 per month.
- d. Annual physical examination. The cost of said physical examination over and above insurance coverage shall be paid by the Board.
- e. Other benefits as allowed by agreement of the Board of Education.
\$7,000 to be used to purchase a Life Insurance Retirement Plan.
- f. Contribution to Health Savings account of \$3,000 per year.
- g. Will receive an additional 12 days of sick leave each July 1.
- h. Reimburse \$75.00 for phone coverage per month.
- i. Babcock will fulfill a minimum of this commitment with additional years to be negotiated by the Board and Babcock as desired. If additional years are desired, both parties must agree to terms prior to the end of the 2018/19 school year (June, 2019).
- j. Beginning with the 2015/16 school year, a performance incentive of \$5,000 will be provided to Babcock in years when has demonstrated positive performance as Superintendent by receiving a minimum of a "Meets Expectations" rating on at least 75% of the categories on the evaluation tool used by the Board ("Satisfactory Evaluation"). Payment will be made by the Board on the first payroll following approval by the Board of a Satisfactory Evaluation.

- k. Beginning with approval of a Satisfactory Evaluation during the 2015/16 school year, deferred compensation will be earned by Babcock each year in which he receives a Satisfactory Evaluation. Earned deferred compensation may be requested by the Superintendent at the end of the 2016/17 school year and the end of the 2019/2020 school year. Deferred compensation will be earned according to the following schedule:

School Year	Deferred Compensation
2015/2016	\$ 5,000
2016/2017	\$ 7,500
2017/2018	\$ 7,500
2018/2019	\$10,000
2019/2020	\$10,000

BY:  _____

President of the Board of Education

BY:  _____

Treasurer of the Board of Education

BY:  _____

Superintendent