

**BROWN CITY COMMUNITY SCHOOLS  
ADMINISTRATIVE CONTRACT  
BETWEEN  
DOUGLAS R. MUXLOW, SUPERINTENDENT**

**2014-2015   2015-2016   2016-2017  
School Years**

This Agreement, entered into this 19th day of May 2014, between the Brown City Community Schools Board of Education, hereinafter called "The Board", & Douglas R. Muxlow, hereinafter called "Superintendent". The Superintendent agrees to accept this position for such term of employment under the following conditions:

**1. DUTIES**

The Superintendent agrees, during the period of this contract, to faithfully perform his duties and obligations in such capacity for the school district including, but not limited to, those duties required by the School Code. 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 Superintendent 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 executive head of the administrative section of the school system and School District.

**2. TERM**

The Board agrees to employ the Administrator as its Superintendent for the term of three (3) years, from July 1, 2014 to & including June 30, 2017. The Board shall review this contract with Superintendent and shall on or before March 31<sup>st</sup> of 2017, take official action regarding renewal of the contract along with its newly negotiated terms. If the Board takes no action by March 31, 2017, the contract shall be deemed to have been renewed for an additional year. *Board Option* - The Board of Education may elect to extend this contract for an additional period. In exercising this option the Board may 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 will remain unchanged. The Board in its sole discretion, and with or without cause, may choose not to extend this contract for additional periods.

**3. COMPENSATION**

A. Compensation for this position shall be:

|                  |                 |
|------------------|-----------------|
| <b>2014-2015</b> | <b>\$92,500</b> |
| <b>2015-2016</b> | <b>\$94,000</b> |
| <b>2016-2017</b> | <b>\$95,000</b> |

\$100 Dollars (\$100) of the identified salary for each contract year shall be contingent upon the Superintendent receiving a rating of "Effective" or "Highly Effective."

- B. Annuity - The following amounts are provided for tax sheltered annuities:
- |                  |         |
|------------------|---------|
| <b>2014-2015</b> | \$9,500 |
| <b>2015-2016</b> | \$9,500 |
| <b>2016-2017</b> | \$9,500 |

In the event the Superintendent does not finish the school year; the annuity will be prorated and remaining portion will be deducted from any severance package.

- C. The Superintendent, at retirement or severance from Brown City Community Schools, shall receive a severance package of \$5,000 rolled into his salary, for the last year of his contract.

#### **4. EVALUATION**

It is understood & agreed that the professional service of the Superintendent shall be evaluated prior to April 30<sup>th</sup> of 2015 and 2016. A copy of this evaluation shall be given to the Superintendent with the rights to add written comment. Any comments added by the Superintendent shall be a permanent part of the evaluation. If said evaluation shall be less than an overall evaluation of "Effective", the Superintendent shall be duly notified and a conference held. While the Superintendent shall be given a full and complete opportunity to correct and improve upon such deficiencies or areas of insufficiency as shall they exist, such opportunity shall not override the Board's right under Section 1229 of the Revised School Code to nonrenew this Agreement or to discharge the Superintendent under No. 5 below. In the event Superintendent is not notified of an unsatisfactory evaluation declared date, it shall be conclusively deemed that the Superintendent's performance has been at least satisfactory.

#### **5. TERMINATION PROVISION:**

- A. The Superintendent shall be subject to discharge for good and just cause, but the Board shall not arbitrarily and capriciously dismiss him. No discharge shall be effective until written charges have been served upon him and he has had an opportunity for a fair hearing before the Board after not less than ten (10) calendar days' notice in writing. However, the Board is not required to give the Superintendent an opportunity to correct any deficiencies or areas of concern. The hearing shall be in public or private at the option of the Superintendent. At such hearing, he may have legal counsel at his own expense.
- B. In the event of termination of this contract and should the Superintendent then have leave or accrued sick time or other authorized absences with pay which have not been used, the Board agrees to reimburse and pay the Administrator therefore in the pro-rated daily rate premised upon the Superintendent's then existing annual compensation as referred to herein.

#### **6. DISPUTE RESOLUTION:**

If a dispute arises between the parties to this Agreement concerning its terms, conditions, application or interpretation, either party may submit such dispute for resolution through the process of binding arbitration. If the School District gives notice of intention of non-renewal of this Agreement, the Superintendent shall have the right to submit the issue of the propriety of such non-renewal to binding arbitration. All such arbitration proceedings as referenced in this paragraph shall be conducted under the authority, rules and

jurisdiction of the American Arbitration Association. Either party shall have the right to be represented by counsel of their own designation. Each party shall be responsible for their own costs associated with such representation. All costs as payable to the American Arbitration Association and for any billing statements as submitted by the Arbitrator shall be borne equally between the parties. The Arbitrators decision shall be final and binding on all parties.

**7. BREACH**

In the event of a breach on the part of either party to this agreement, nothing contained herein shall be construed to render the obligations of either party under this agreement null and void.

**8. PROFESSIONAL LIABILITY**

The district agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in his individual capacity, or in his official capacity as agent and employee of the District, provided the incident arose while Superintendent was acting within the scope of his employment and excluding criminal litigation. The Board shall provide public liability insurance for the Superintendent to cover legal expenses in defense of claims and payments of judgments resulting from his functioning as Superintendent and will reimburse him for any portion of such expense and judgments personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

**9. MEDICAL EXAMINATION**

The Superintendent agrees to have a comprehensive medical examination every year. A statement certifying to the physical competency of the Superintendent shall be submitted to the Superintendent's personnel file and shall be treated as confidential information. Any cost not covered by insurance shall be reimbursed by the District.

**10. PROFESSIONAL GROWTH**

The Superintendent may attend professional meetings at the local and state levels, the expense of said attendance to be paid by the District. The District shall reimburse the Superintendent for all reasonable expenses resulting from the performance of his duties as Superintendent, including continuing education. Mileage reimbursement to be at recognized Internal Revenue Service rate.

**11. PROFESSIONAL DUES**

The District shall pay the Association dues of the Superintendent for the American Association of School Administrators, the Michigan Association of School Administrators, Region in which the School District is located, as well as others appropriate affiliation as approved including the Civic organization, Brown City Rotary.

**12. TRANSFER:**

In the event the Board of Education or State require Superintendent to add responsibilities outside of the Brown City School district, Superintendent may move back to Elementary Principal position if an acceptable agreement between the Superintendent and Board of Education is unable to be reached.

**FRINGE BENEFITS:**

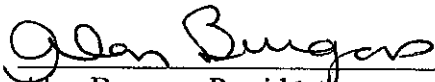
Such additional items shall include the following.

- a. The Superintendent shall be afforded 13 sick days/3 personal days. Upon termination of the Superintendents employment with the district, the Superintendent shall be paid for any unused accumulated sick leave at a rate of Forty (40) Dollars for each accumulated sick day. The maximum days accumulated shall not exceed 240 days.
- b. The Superintendent shall be afforded Twenty (20) vacation days per year. These shall be in addition to the holidays recognized by the District. Any remaining unused may not be carried over to next school year. Any vacation days used in succession will require notification to the Board of Education.
- c. Board paid term life insurance in the amount of \$200,000.
- d. The Board, during the term of this contract, shall purchase and maintain one Whole Life Insurance policy on the life of said Superintendent for the face amount of One Hundred Thousand (\$100,000). Should the Board terminate the Superintendent's employment for any reason, other than for reasonable and just cause, or should the Superintendent elect to retire or elect not to re-enter into a renewal of the contract, the Board shall assign ownership of such life insurance policies and responsibility of all future payment of premiums to the Superintendent.
- e. Long-term disability insurance policy equal to that offered to district secretarial employees.
- f. Leave privileges, health, dental & vision insurance will be equal to or greater than those provided for the teaching staff. Any necessary employee contribution will be payroll deducted.
- g. \$3,500 stipend in lieu of health insurance.

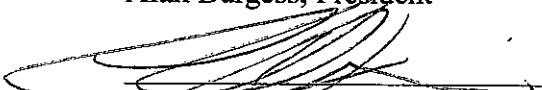
In witness where of the parties hereto have set their hands on the day and year written below.

BROWN CITY SCHOOLS BOARD OF EDUCATION

DATE: \_\_\_\_\_

  
Alan Burgess, President

Brown City Community School Superintendent

  
Ron Marion, Secretary

  
Douglas R. Muxlow

5-19-14  
Date