

SUPERINTENDENT'S CONTRACT

This contract is made and entered into as of the 17th day of November, 2010, between the Board of Education of the Branch Intermediate School District, hereinafter referred to as the "Board", and Joseph M. Lopez, hereinafter referred to as "Superintendent".

WHEREAS, the Board at a meeting held on the 17th day of November, 2010, approved the employment of the Superintendent in accordance with the terms and conditions of this contract; and

WHEREAS, the Superintendent desires to be employed by the Board in accordance with the terms and conditions of this contract;

NOW, THEREFORE, both parties agree that said Superintendent shall perform the duties of the Superintendent of the Schools in and for the Branch Intermediate School District as prescribed by the laws of the State of Michigan and by the policies, rules, and regulations made by the Board of the Branch Intermediate School District.

I. TERM

This contract shall take effect on the 1st day of January, 2011, and continue in force thereafter through the 30th day of June, 2013, and subject to termination as provided in Paragraph IX. The Board shall review this contract with the Superintendent annually, and shall on or before April 1 of each ensuing year, take official action determining whether or not it is extended for an additional year and notify the Superintendent of its action. If no action is taken by the Board, the contract shall be deemed to have been extended for an additional year.

II. DUTIES

The Superintendent shall possess, hold, and maintain throughout the life of this contract all valid and appropriate certificates, credentials, and qualifications required by law, including the provisions of Sections 1246 and 1536 of the Revised School Code, regulations of the Michigan Department of Education, and those required by the Board to serve in the position of Superintendent. The Superintendent agrees, as a condition of his continued employment, to meet all certification and continuing education requirements for the position assigned, as are and may be required by law and/or by the State Board of Education. If at any time the Superintendent fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, the Board may terminate this Contract. If the Board terminates the Contract, the provisions of Paragraph IX in this Contract, Termination, shall apply. The Superintendent hereby agrees to devote his time, skill, labor, and attention to said employment during the term of his contract. However, the Superintendent, with agreement of the Board, may undertake consultative work, or other professional duties and obligations for compensation, so long as this work is done outside normal work hours.

The Superintendent will have the responsibility to organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, which in his judgment best serves the Branch Intermediate School District. The responsibility for selection, placement, and transfer of personnel shall be vested in the Superintendent subject to approval by the Board; and the Board, individually and collectively, will refer promptly all criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendation.

The Superintendent shall fulfill all aspects of this contract, any exception thereto being by mutual written consent of the Board and the Superintendent.

III. EVALUATION

Beginning in 2012, annually, but no later than the 31st day of March of each year during the term of this contract, the Board shall review with the Superintendent, his performance as Superintendent, which complies with Section 1249 of the Revised School Code, including the use of multiple rating categories that take into account data on student growth as a significant factor. Additionally, consistent with Section 1250 of the Revised School Code, the assessment of the Superintendent's job performance shall incorporate a rigorous, transparent, and fair evaluation system to be agreed upon mutually between the Superintendent and the Board of Education that evaluates his performance at least in part based upon data on student growth as measured by assessments and other objective criteria.

IV. TENURE EXCLUSION

This contract does not confer tenure upon the Superintendent in the position of Superintendent or any other administrative position in the district.

V. MORAL TURPITUDE

Pursuant to Public Act 419 of 2004, the Superintendent is prohibited from engaging in conduct involving moral turpitude and a violation of this prohibition shall permit the Board of Education, in its sole discretion, to void this contract.

VI. COMPENSATION

For services rendered pursuant to this contract, the Board agrees to pay the Superintendent a salary of \$56,539 for the six month period commencing January 1, 2011 and ending June 30, 2011. (Said salary being calculated using step 2 of the existing Superintendent salary schedule – factor of 2.55 based on 120 workdays.) The Superintendent shall work 120 days, inclusive of Branch Intermediate School District's legal holidays and five (5) vacation days. The salary is to be paid in twelve (12) equal installments commencing January 14, 2011.

Effective July 1, 2011, for services rendered pursuant to this contract, the Board agrees to pay the Superintendent an annual salary of up to \$116,446, but no less than \$116,346, for the year commencing July 1, 2011 and ending June 30, 2012. (Said salary being calculated using step 3 of the existing Superintendent salary schedule – factor of 2.60 based on 240 workdays.) \$100 of the \$116,446 salary shall be subject to the Superintendent's evaluation, which shall take into account job performance and job accomplishments as a significant factor in determining the compensation and additional compensation. The Superintendent shall work 240 days, inclusive of Branch Intermediate School District's legal holidays. There shall be no paid vacation days. The salary is to be paid in twenty-seven (27) equal installments commencing July 1, 2011.

Said salary contained in this contract shall be renegotiated annually thereafter in such a manner as to comply with Section 1250 of the Revised School Code. Said salary shall be based on the administrative salary index in effect on July 1st of each year. Any increase in salary made during the term of this Contract shall be in the form of a written amendment and when executed by the Superintendent and the Board of Education, shall become a part of this Contract.

The Superintendent shall receive an amount equal to 8% of his annual salary as additional compensation that the Superintendent shall transfer into a Section 403(b) program of his choosing that participates with Branch ISD's section 403b third party plan administrator.

An additional sum of \$375 per month shall be paid to the Superintendent as other remuneration in consideration of other services performed as an employee of Branch Intermediate School District.

VII. BENEFITS

During the term of this contract, the Superintendent shall receive the benefits generally provided by the school district to full-time, professional administrative staff on the same basis as available to those staff members in accordance with the Board policy, to change at any time on the same basis as changed for full-time professional administrative staff.

The Board shall pay premiums for up to full family medical, full family dental, and disability insurance for the Superintendent on the same basis as premiums paid for full-time professional administrative staff during the length of this contract. The Board shall provide paid premiums for term life insurance for the Superintendent in an amount equal to double his annual salary. In addition, the Board shall pay premiums on policy # 310949954 with The Savings Bank Life Insurance Company of Massachusetts, a \$300,000 term life insurance policy.

In the event of the death of the Superintendent (while employed by the District), the Board shall pay his beneficiary or beneficiaries his salary and all transferable fringe benefits for a period of time of not less than ninety (90) workdays.

The Board, at the request of the Superintendent and in accordance with law, shall withhold and transfer an amount of salary biweekly, said amount to be determined by the Superintendent, permitting the Superintendent to participate, if he so desires, in a tax-deferred annuity program of his choosing that participates with Branch ISD's section 403b third party plan administrator.

The Superintendent shall submit to such medical examinations, supply such information and execute such documents as may be required by any underwriter, policyholder or third party administrator providing insurance programs specified under this Contract, and provision of the insurance specified under this contract shall be contingent thereon and subject to the underwriter, policyholder, or third party's approval. Additionally, upon request of the Board, the Superintendent shall authorize the release of medical information necessary to determine if Administrator is capable of performing the essential job functions required by his/her assignment, with or without reasonable job accommodation(s). Any physical or mental examination or disclosure of such information required of the Superintendent by the Board shall be job related and consistent with business necessity. Any medical or psychological examination under this section shall be at Board expense. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.

VIII. SPECIAL PROVISIONS

The Superintendent shall attend appropriate professional meetings and join appropriate professional organizations at the local, state, and national level per established Board policies. Such meeting and organizational expenses shall be paid by the district.

IX. TERMINATION

The Superintendent may be discharged and this contract terminated at any time for cause as follows:

Throughout the term of this contract, the Superintendent shall be subject to discharge for just cause, said cause to be given to the Superintendent in writing. The Superintendent shall have the right to written charges, notice of hearing, and a fair hearing before the Board. If the Superintendent chooses to be accompanied by legal counsel at the hearing, he will assume the cost of his legal expenses.

The term just cause shall be interpreted to mean any act of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if Administrator materially breaches the terms and conditions of this Contract, or for other causes found to be sufficient by the Board.

The foregoing standards for termination of this Contract during its term shall not be applicable to non-renewal of this Contract at the expiration of its term, which decision is discretionary with the Board.

In the event of termination of employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further obligation hereunder, including any future payment of compensation and benefits, unless mutually agreed upon.

X. WITNESS

In witness whereof the parties have duly executed this Superintendent's contract as the day and year written in the opening paragraph.

BOARD OF EDUCATION

Dr. Lynn Meyer
Kenneth J. Noster
Joelle Saulkner
John Schwall
Samuel J. Hudson

SUPERINTENDENT

Joseph M. Lopez

NOTARY OF PUBLIC

Diane E. Sherry

DIANE E. SHERRY
NOTARY PUBLIC, STATE OF MI
COUNTY OF BRANCH
MY COMMISSION EXPIRES May 13, 2014
ACTING IN COUNTY OF Branch