

EMPLOYMENT AGREEMENT

Between

**BOARD OF EDUCATION OF THE
SCHOOL DISTRICT OF THE
CITY OF FLINT**

And

LINDA C. THOMPSON

Effective: June 25, 2008

RECEIVED JUL 24 2012

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AGREEMENT made this 25th day of June, 2008, by and between the School District of the City of Flint, Genesee County, Michigan (hereinafter referred to as the "District"), by its governing body, the Board of Education of the School District of the City of Flint, (hereinafter referred to as the "Board"), and Linda C. Thompson (hereinafter referred to as the "Superintendent").

WITNESSETH

WHEREAS, the Board has employed Linda C. Thompson as Interim Superintendent of the Flint School District since May 11, 2007; and

WHEREAS, the District desires to employ Linda C. Thompson as the Superintendent of the District; and

WHEREAS, Linda C. Thompson is willing to serve as the Superintendent of the District; and

WHEREAS, the parties have reached an agreement regarding the terms of Linda C. Thompson's employment and want those terms to be specified in this document (hereinafter "Agreement").

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

ARTICLE 1. EMPLOYMENT

The District hereby employs Linda C. Thompson to serve in the position of Superintendent of Schools for the District. The Superintendent agrees to perform those duties described herein, assigned to her in connection with the administration of the District by the Board of Education, and as may otherwise be prescribed by law.

ARTICLE 2. TERM

A. This Agreement shall be effective on June 25, 2008, and continue until June 30, 2011, unless otherwise extended as provided herein.

B. On July 1, 2010, and July 1 of each ensuing year, this Agreement shall be extended for an additional twelve (12) months, unless the Board resolves not to extend the Agreement, and provides written notice to the Superintendent by March 31, 2010, or March 31 of any ensuing year.

ARTICLE 3. QUALIFICATIONS

The Superintendent represents that she possesses, holds and will maintain all certificates, credentials and qualifications required by law, including but not limited to the regulations of the Department of Education and those required by the Board, to serve in the position assigned. Additionally, the Superintendent agrees, as a condition of her continued employment, to meet all continuing education requirements for the position assigned, as 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 of Superintendent as required herein, this Agreement shall automatically terminate and the Board shall have no further obligation hereunder.

ARTICLE 4. DUTIES

The Superintendent agrees to devote her talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned, including the duties described in Board policy 2120, which policy is incorporated herein by reference, and attached as Appendix A. The Superintendent agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, the Superintendent agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board to carry out the educational programs and policies of the District during the entire term of this Agreement. The Superintendent pledges to use her best efforts to maintain and improve the quality of the operation of the School District and constantly promote efficiency in all areas of her responsibility.

ARTICLE 5. COMPENSATION

A. The Superintendent shall be paid an annual base salary of One Hundred Fifty-Five Thousand Dollars (\$155,000.00) from the date this Agreement is executed by the parties until June 30, 2008. The Superintendent's annual base salary for the school years 2008/2009 through 2010/2011 shall be as follows:

2008-2009 - \$160,500.00

2009-2010 - \$166,000.00

2010-2011 - \$171,800.00

B. The annual base salary shall be paid in twenty-six (26) equal bi-weekly (prorated for the 2007/2008 school year) installments beginning June 25, 2008.

C. After this Agreement has been executed by the parties, the District shall pay the Superintendent a signing bonus in the amount of Seven Thousand Seven Hundred Dollars (\$7,700.00).

D. In the event this Agreement is extended beyond June 30, 2011, by March 31, 2010 the parties shall have established, by mutual agreement, the annual salary of the Superintendent for the school year(s) following the 2010/2011 school year. Any modification of the Superintendent's annual salary shall be pursuant to a written agreement approved by the Board and signed by the parties.

E. During the term of this Agreement, in addition to the annual base salary provided herein, the parties may mutually agree to an incentive bonus plan for their Superintendent which is based upon measurable performance objectives and criteria.

F. During the term of this Agreement, in the event the Superintendent obtains her doctoral degree and certification from an accredited educational institution, the sum of Thirty-five Hundred Dollars (\$3,500.00) shall be added to the amount of the annual base salary paid to the Superintendent. Such amount will be prorated from the date the Superintendent receives her doctoral degree in the school year in which it is conferred.

ARTICLE 6. FRINGE BENEFITS

The Board shall provide the Superintendent with the following fringe benefits:

A. The Board shall provide Superintendent with the following insurance benefits in the same manner as provided to other exempt administrative employees, pursuant to the District's established policies and practices: health, dental, vision, group term life, long-term disability, and accidental death and dismemberment. In addition, the Superintendent shall receive the following:

1. Upon retirement, terminal leave compensation in the gross amount of Two Hundred Fifty Dollars (\$250.00) for each year of service as an employee of the District.
2. Upon retirement, Forty-Five Dollars (\$45.00) for each unused and uncompensated sick day up to 145 days, and Ten Dollars (\$10.00) for each unused or uncompensated sick day in excess of 145 days.
3. Upon either retirement or employment termination, payment of an amount equal to the value of twenty-five (25) unused vacation days which were accumulated by the Superintendent during her employment as an exempt administrator of the District.

B. Additional term life insurance in the amount of \$400,000.00.

C. Twenty-five (25) vacation days to be awarded upon approval of this Agreement, and shall be awarded on July 1, 2009 and July 1 of each year thereafter. These days shall be in addition to the holidays recognized by the District. Unused vacation days may be accumulated from year to year, up to a maximum of ninety (90) days, to provide income during periods of

incapacity prior to the commencement of long-term disability insurance coverage only. Not more than twenty-five (25) vacation days may be utilized in any year unless time off is due to the illness or injury of the Superintendent. Unused vacation days shall not have any cash value upon termination of employment. The Superintendent shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District. All scheduling of vacation is subject to the approval of the Board, or its designee. Such approval shall not be unreasonably withheld.

D. Twelve (12) sick and emergency leave days shall be awarded upon approval of this Agreement, and shall be awarded on July 1, 2009 and July 1 of each year thereafter. Sick and emergency leave days may only be used in the event of time off due to the illness or injury of the Superintendent or a member of the Superintendent's immediate family. Unused sick and emergency leave days may be accumulated from year to year, up to a maximum of ninety (90) days, to provide income during periods of incapacity prior to the commencement of long-term disability insurance coverage. Unused sick and emergency leave days shall not have any cash value upon termination of employment.

E. Three (3) personal days shall be awarded upon approval of this Agreement, and shall be awarded on July 1, 2009 and July 1 of each year thereafter. Personal days must be used within the fiscal year for which they are made available, and the Superintendent shall not receive any additional compensation as payment for unused personal days. The Superintendent shall schedule use of personal days in a manner to minimize interference with the orderly operation and conduct of business of the School District. All scheduling of personal days is subject to the approval of the Board, or its designee.

F. The Superintendent will be eligible to participate in the MPSERS retirement plan in accordance with the summary plan description.

G. The Superintendent shall receive annually a tax-deferred annuity payment [403(b)] in the amount of Ten Thousand Dollars (\$10,000.00), paid in twenty-six (26) equal installments. The annuity payment shall be deposited in an annuity fund selected by the Superintendent in accordance with the District's [403](b) plan.

H. The Board shall provide the Superintendent with a mid-size General Motors automobile for use without limitation for business purposes. The District will pay all costs of insurance, gasoline, maintenance, registration, fees and taxes of said vehicle, as well as alternative transport during the period when said vehicle is out of service. The Superintendent shall accurately document and maintain a record showing all personal use of said vehicle, and shall provide such information to the Business Office on a quarterly basis.

ARTICLE 7. TERMINATION

A. This Agreement may be terminated by the Superintendent at any time provided, however, that the Superintendent gives the District at least three (3) months prior written notice of voluntary termination. Such notice of voluntary termination shall be by certified mail, return

receipt requested, or by registered mail, to the President of the Board of Education at the registered office of the District. The failure by the Superintendent to provide such notice of voluntary termination shall cause her to forfeit any accrued paid time off to which the Superintendent is entitled at the time this Agreement is terminated. Upon the receipt by the District of the Superintendent's notice of voluntary termination, the District may, at its sole discretion, immediately effect the voluntary termination of the Superintendent's employment. Any voluntary termination of this Agreement by the Superintendent as described in this provision shall terminate the rights and obligations of each of the parties. Should the District immediately terminate the Superintendent's employment, the District shall pay the Superintendent all salary and benefits which she otherwise would have received up to the proposed termination date, not to exceed three (3) months.

B. This Agreement may be terminated by the District as follows:

1. At any time, without cause and without prior notice to the Superintendent, provided that, in such event, the District shall be required to pay the Superintendent severance pay in an amount equal to the annual salary, and the value of benefits to which the Superintendent is entitled, which is due to the Superintendent under this Agreement for the remaining term of this Agreement as though the same had not been terminated by the Employer. Furthermore, a determination by the Board not to extend this Agreement under Article 2, B shall not be deemed a termination without cause under this subsection. The severance compensation shall be made in monthly payments which shall commence after a written severance agreement has been executed by the parties. Monthly severance compensation shall be reduced or offset by the amount or value of income and benefits received by the Superintendent from another employer.

In consideration of any severance compensation paid by the District under the terms of this section, the Superintendent agrees to release the District, and each of its officers, employees, agents, trustees, successors and assigns, from any and all actions, suits, claims, or demands related to the Superintendent's employment by the District, including, without limitation, suits or claims for breach of contract, wrongful discharge, race, gender, age, or disability discrimination under any state or federal statute, or the violation of any other state or federal statute, or claims under any State of Michigan common law doctrines, or any tort claims, and shall execute a written Severance Agreement providing for such release of claims.

2. Upon the Superintendent's death, or "total disability" for a period in excess of six (6) consecutive months. If the Superintendent does not return to full-time active employment with the District for a period of at least six (6) consecutive months, then any subsequent disability shall be considered a continuation of the original disability for purposes of this Agreement. "Total disability" shall be defined as a condition resulting from injury or illness, physical or mental, experienced by the Superintendent which commences or occurs during the term of this Agreement and which prevents the Superintendent, in the written opinion of a physician selected by the District, from performing the ordinary and regular duties required by her employment. The District shall be required to give the Superintendent at least thirty (30) days advance written notice of the District's intent to terminate the employment of the Superintendent based upon total disability.

3. For "just cause" upon thirty (30) days written notice to the Superintendent by the District which specifies the reason or cause for discharge. "Just cause" shall be defined, for purposes of this Agreement, as misconduct, serious violation of the District's rules, regulations, and employment policies, failure by the Superintendent to render and perform services to the District in accordance with her obligations under this Agreement, failure of the Superintendent to perform at a level which meets the expectations of the District, conviction of a Listed Offense under MCL 380.1230 and 380.1230(a), acts of moral turpitude, dishonesty, fraud, a felony conviction, insubordination, incompetency, or if the Superintendent materially breaches the terms and conditions of the Agreement.

4. In the event that the Superintendent is no longer qualified or does not possess the requisite credentials and certifications under the laws of the State of Michigan and all accrediting agencies to serve as Superintendent, or is prohibited from being employed by the District under the laws of the State of Michigan.

C. In the event that the Board takes action to dismiss the Superintendent for cause under subsection B, 3 during the term of this Agreement, she shall be entitled to written notice of charges and an opportunity for a hearing before the Board. In the event of the Superintendent's termination of employment, this Agreement shall automatically terminate and the Board shall have no further obligation hereunder, unless otherwise prescribed herein.

ARTICLE 8. EXPENSE REIMBURSEMENT

A. The District shall reimburse the Superintendent for actual and necessary receipted expenses approved by the District's Board of Education and incurred by the Superintendent in the discharge of her official duties in the performance of functions authorized by the Board of Education. The Superintendent shall comply with all reporting and recording requirements regarding expenditures and benefits provided by the District to the Superintendent under the United States Internal Revenue Code, as amended, and any rules and regulations thereunder. Any expense to be incurred by the Superintendent for out-of-district travel shall be submitted in advance for review and approval by the Board (or its designee). The Treasurer will review such expenditures on a quarterly basis to determine appropriateness of same.

B. The District shall also reimburse the Superintendent for expenses such as contributions made for the District employee dinners, receptions, and non-political, secular fund-raising solicitations; service club related costs; expenses for her spouse at school-related dinners, and receptions. Such reimbursement shall not exceed Six Hundred Dollars (\$600.00) per month. The Superintendent shall maintain records and receipts of all expenditures for which she receives a stipend, and shall provide copies of same to the Board Treasurer. The Treasurer will review such expenses on a quarterly basis to determine appropriateness of same.

C. The Superintendent may attend professional meetings, conferences, seminars, and college courses at local, state and national levels as approved by the Board (or its designee). All expenses of said attendance are to be paid by the District, and shall be in addition to the stipend amount under section B of this Article. The District shall pay the Superintendent's association

dues for membership in the American Association of School Administrators (AASA), the Michigan Association of School Administrators (MASA), the MASA Region in which the School District is located, the Middle Cities Education Association (MCEA), National Alliance of black School Educators (NABSE), the dues of local social, civic and fraternal organizations as approved by the Board (or its designee), as well as membership dues of other appropriate affiliations as approved by the Board (or its designee).

ARTICLE 9. INDEMNIFICATION

A. The District agrees to indemnify and hold harmless the Superintendent from all liability related to the services provided by the Superintendent to the District during the term of this Agreement.

B. 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 the Superintendent in her individual capacity, or in her official capacity as agent and employee of the District, provided the incident arose while Superintendent was acting within the scope of her employment and excluding criminal litigations.

C. The Board shall include the Superintendent as an insured on all policies of liability insurance, which may provide coverage for legal expenses and judgments in the defense of claims resulting from her functioning as Superintendent. The District will indemnify and hold harmless the Superintendent from any expenses and judgment not covered by insurance, in accordance with the District's then existing policies and practices pertaining to other exempt administrative employees. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

ARTICLE 10. EVALUATION

A. Beginning with the District's 2008-2009 fiscal year, the Superintendent's performance shall be evaluated by the Board at least annually by January 31st, using the criteria and an evaluation process mutually agreed to by the Board and the Superintendent. Interim evaluations of the Superintendent's performance may be performed, at the discretion of the Board, using the evaluation criteria mutually agreed to by the parties.

B. During the employment of the Superintendent at any time, the Board, individually and collectively, will refer promptly all criticism, complaints, and suggestions called to its attention to the Superintendent for study and recommendation.

ARTICLE 11. INCAPACITY

A. In the event of the Superintendent's mental and/or physical incapacity to perform the duties of her position, she shall be granted an initial leave of ninety (90) work days for purpose of recovery. The Superintendent shall first exhaust any accumulated sick leave and

accrued vacation time, with the balance of the ninety (90) work day period to be unpaid. Health plan premium payments shall be made on behalf of the Superintendent during this interval to the extent required by law. Upon utilizing leave under this provision, the Superintendent shall furnish medical certification to the Board (or its designee) respecting the necessity for the leave.

B. If the Board (or designee) has reason to doubt the validity of the medical certification supplied by the Superintendent, it may require a second opinion, at Board expense.

C. The Superintendent may request a ninety (90) work day unpaid leave extension in the event of her physical and/or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is reasonable likelihood that the Superintendent will be able to resume her duties at the end of the extended leave interval. Medical certification shall be supplied by the Superintendent as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

D. If the Superintendent is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), her employment and this Agreement may be terminated at the option of the Board. However, no such termination shall occur where restoration after leave is required by the Family and Medical Leave Act.

E. Prior to resumption of duty after an unpaid leave of absence for a serious health condition, the Superintendent shall provide to the Board a fitness for duty certification from the Superintendent's health care provider. A second opinion may be required by the Board, at its expense, unless the securing of the second opinion in this context is precluded by the Family and Medical Leave Act.

ARTICLE 12. MEDICAL EXAMINATION

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 providing insurance specified under this Agreement. Additionally, upon request of the Board, the Superintendent shall authorize the release of medical information necessary to determine if the Superintendent is capable of performing the essential job functions required by 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 the Board's expense. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.

ARTICLE 13. RESIDENCY

The Superintendent shall establish and maintain actual residence and legal domicile in accordance with the District's Residency Policy and the applicable state of Michigan law.

ARTICLE 14. DISPUTE RESOLUTION

A. CLOSED SESSIONS.

Pursuant to section 8(a) of the Michigan Open Meetings Act, the Superintendent hereby requests that any and all meetings of the Board to consider the dismissal, suspension, or discipline of the Superintendent, to hear complaints or charges brought against the Superintendent, or to consider the periodic personnel evaluation of the Superintendent shall be held in closed session. This provision shall remain in full force and effect until such time as the Superintendent, in her discretion, rescinds this request by written notice to the President of the Board.

B. ARBITRATION.

Any and all disputes, controversies or claims arising out of or in connection with or relating to this Agreement, or any breach or alleged breach thereof, and any claim that the District violated any state or federal statute, including, but not limited to: the Michigan Elliott-Larsen Civil Rights Act, the Michigan Persons with Disabilities Civil Rights Act, the Michigan Freedom of Information Act, the Age Discrimination in Employment Act, and Title VII of the Civil Rights Act of 1964, all as amended; Michigan common law doctrines; or tort claims relating to the employment relationship with the District shall, upon the request of the party involved, be submitted to and settled by arbitration in the State of Michigan pursuant to the applicable rules of the American Arbitration Association (or at any other place or under any other forum of arbitration mutually acceptable to the parties involved), Arbitration under this provision shall be conducted pursuant to the Michigan Arbitration Act, MCL 600.5001 *et seq*, MCR 3.602, and shall be subject to the following terms:

1. The parties hereto specifically agree to arbitrate with the other party in a joint proceeding with regard to all common issues and disputes. As such, neither party may litigate such claims against each other in court. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.
2. Notice of the demand for arbitration shall be filed, in writing, with the other party to this Agreement and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question arose where the party asserting the claim should reasonably have been aware of the same, but in no event later than the applicable Michigan statute of limitations.
3. The parties shall have the right to be represented by counsel.
4. The parties shall be permitted pre-hearing discovery in the time and manner provided by the Michigan Court Rules.
5. An arbitrator shall be chosen according to the American Arbitration Association procedures, and shall be impartial to the matter. The arbitrator shall be sworn to hear and decide the matter fairly.

6. The arbitrator shall have no power to add to, subtract from, or alter the terms of this Agreement, and shall render a written decision setting forth findings of fact and conclusions of law only as to the claims or disputes at issue.

7. This arbitration procedure does not waive or limit, in any way, any statutory damages to which a party claims it, she or she is entitled. The parties shall share equally the fees and costs of the arbitrator. Each party will deposit funds or post other appropriate security for its, his or her share of the arbitrator's fee, in an amount and manner determined by the arbitrator, ten (10) days before the first day of hearing. Each party shall pay for its, his or her own costs and attorney fees, if any. However, in the sole discretion of the arbitrator, he/she may require either party to pay the total expense of the arbitration proceedings, including experts' fees and attorney fees, if the arbitrator determines that the party against whom such award is entered has caused the dispute, controversy, or claim to be submitted to arbitration as a dilatory tactic. In no event shall an award of attorney fees exceed the highest hourly rate of the District's attorneys or the District's total legal fees. If any party prevails on a statutory claim which entitles the prevailing party to attorney fees, or if there is a written agreement providing for fees, the arbitrator may award reasonable fees to the prevailing party in accordance with such statute or agreement.

8. Any award by the arbitrator shall be final, conclusive, and binding upon the parties, and a judgment thereon may be entered in the highest court for the forum, state or federal, having jurisdiction. Upon the entry of an arbitral award in favor of the Superintendent, the District shall have thirty (30) days after its receipt of such award within which to fully comply with the same, and a judgment may not be entered to enforce such award until such time as the District has had a reasonable opportunity to comply with the arbitral award in accordance with this provision.

ARTICLE 15. NO ACQUISITION OF TENURE

The Superintendent agrees that she shall not be deemed to be granted continuing tenure in the position initially assigned or to which she may be assigned or transferred or in any capacity other than that of a classroom teacher, should the probationary period required for tenure as a teacher be fulfilled, by virtue of this Agreement or any employment assignment (requiring certification) with the School District. Nor shall the decision of the Board not to continue or renew the employment of the Superintendent for any subsequent period in any capacity, other than as a classroom teacher, as may be required by the Teachers' Tenure Act, be deemed a breach of this Agreement or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

ARTICLE 16. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the District and the Superintendent and supersedes any previous oral or written understandings and agreements. No amendments, additions or other modifications of this Agreement shall be binding upon the parties, unless in writing and signed by both parties.

ARTICLE 17. NON-ASSIGNABILITY

This Agreement is personal to each of the parties hereto, and neither party may assign or delegate any of its rights or obligations hereunder without first obtaining the written consent of the other.

ARTICLE 18. INVALIDITY

The invalidity of all or any part of any paragraph, section, sections, or paragraphs shall not invalidate the remainder of this Agreement or the remainder of any paragraph or section not invalidated, unless the elimination of such section, sections, or paragraphs shall substantially defeat the intents and purposes of the parties hereto.

ARTICLE 19. CONTROLLING LAW

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date

first above written.

WITNESSETH:

[Signature]
Wendy S Foster

SUPERINTENDENT:

Linda C. Thompson
Linda C. Thompson

**EMPLOYER:
BOARD OF EDUCATION OF THE
SCHOOL DISTRICT OF THE
CITY OF FLINT**

Stacey Vanucci
Jade Rwan

By: *Vera Juliet Perry*
Vera Juliet Perry

Its: President, Flint Board of Education

SUPERINTENDENT CONTRACT APPENDIX A

Essential Duties

The essential duties and responsibilities of the Superintendent shall be:

1. To serve as administrative head of the entire District and chief executive officer of the Board, in charge of both educational and business functions;
2. To keep the Board continually informed on the progress and condition of the schools;
3. To carry out policies and rules of the District;
4. To initiate matters of educational policy and to make definite recommendations thereon;
5. To recommend the number and types of positions required to provide proper personnel for the operation of education programs;
6. To nominate for appointment, assignment, transfer or termination and to define the duties of all personnel;
7. Recommend, in writing, the teachers necessary for the schools; and

General Duties

The general duties of the Superintendent shall be:

1. To administer the development and maintenance of a positive educational program designed to meet the needs of the community, to keep abreast of the best educational developments and to advise regarding changes in programs;
2. To supervise the preparation of the annual budget and to recommend it to the Board for consideration;
3. To advise and recommend in matters of business administration; to pass upon all proper requests for equipment and supplies, to point out possible economies and to supervise activities of the District;
4. To conduct a continuous study of the development and needs of the schools and to keep the public adequately informed concerning his/her findings;

5. To assure that District finances are credited with interest earned by tax money on deposit with the county treasurer by executing written agreement with the county treasurer;
6. Put into practice the educational policies of the District;
7. Supervise and direct the work of the teachers and other employees of the District;
8. Classify and control the promotion of students;
9. Recommend to the Board the best methods of arranging the courses of study;
10. Recommend to the Board the proper textbooks to be used;
11. Make written reports to the Board;
12. Make written reports to the state; and
13. Assist the Board in matters pertaining to the general welfare of the District.