

North Branch Area Schools

Contract of Employment for Superintendent of Schools

This contract entered into this 29th day of April, 2010 between the North Branch Area Schools Board of Education, hereinafter called "Board", and Thomas English, hereinafter called "Superintendent".

It is hereby agreed between the Board and Superintendent as follows:

DUTIES

The Superintendent agrees that he is and shall remain qualified under the laws of the State of Michigan to serve as Superintendent of Schools. He acknowledges possessing, holding and maintaining all credentials and qualifications required by law, including the regulations of the Department of Education and certificates, credentials and qualifications required by the Board to serve in the position of Superintendent. He agrees, during the period of this contract, to faithfully perform those 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, from time to time, and in general he will faithfully and diligently fulfill all the duties and obligations incumbent upon him as the executive head of the school district.

TERM

The Board agrees to employ Thomas English as Superintendent of its schools for the term of three (3) years from July 1, 2010 to and including June 30, 2013. The Board shall review this contract annually with the Superintendent and shall, no later than March 31 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, in writing. If no action is taken by the Board, the contract shall be deemed to have been extended for an additional year.

EVALUATION

The Board will evaluate the Superintendent annually, using the criteria and an evaluation process mutually agreed upon by the Board and Superintendent. This evaluation will be completed in February.

TENURE EXCLUSION

This contract does not confer tenure upon the Superintendent.

PROFESSIONAL LIABILITY

The Board shall provide public liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgments resulting from his functioning as Superintendent. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings. The Board agrees that it may defend and hold harmless and indemnify (as covered by Public Act 170 of 1964) the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against him in his individual capacity or in his official capacity as agent and employee of the school district, provided the incident arose while he was acting within the scope of his employment.

COMPENSATION

The Board agrees to pay the Superintendent \$118,000 in twenty-four (24) equal installments for the first year of the contract. The Superintendent's salary shall be reviewed annually.

PROFESSIONAL GROWTH & DUES

The Superintendent may attend professional meetings at the local, state, and national level, the expenses of said attendance to be paid by the district. The Superintendent is expected to continue to participate in

professional development activities. The Superintendent may receive paid membership in the following professional associations: AASA, MASA, ASCD and local associations. The Board will pay/reimburse a maximum of \$3,000 for membership dues and professional development chosen by the Superintendent each year of the contract. The Board may approve additional amounts.

ADDITIONAL EXPENSES

The Superintendent shall be reimbursed for the reasonable itemized expenses incurred in the performance of his duties. . In addition the Board will pay the per-mile rate for miles traveled outside of the school district, as established by the teacher's negotiated agreement for miles traveled while conducting school business. The Superintendent will be paid a stipend of \$50.00 per month for cell phone usage or be provided a District provided cell phone, at the option of the Board.

FRINGE BENEFITS

The Superintendent shall minimally receive the fringe benefits and incentives granted by the school district to administrators employed by the school district. These benefits are currently as follows: Administrator will be provided with the following benefits; Comprehensive fringe benefit package including health, dental and vision insurance for full family coverage, long-term disability insurance (66 2/3% of annual salary), and \$150,000 term life insurance. Administrator will be paid longevity, early retirement incentive, and for accumulated sick days in accordance with the teacher's contract. The Superintendent will be awarded twelve (12) sick/personal days per year. Unused sick days will accumulate from year to year.

OTHER BENEFITS

The Superintendent shall receive Twenty- (20) calendar days of paid vacation exclusive of legal holidays during each year (July 1 to June 30) of the contract. Vacation days shall be taken in the year in which they were earned and shall not be cumulative or roll over into any subsequent year. In the event the Superintendent uses more than 10 consecutive paid vacation days, same shall be scheduled in advance with notice to the Board.

TERMINATION PROVISIONS

The Superintendent shall be subject to discharge for good and just cause, and the Board shall not arbitrarily and capriciously non-renew his contract. No discharge shall be effective until written charges have been served upon him and he shall have an opportunity for a fair hearing before the Board after ten (10) days notice in writing. Said hearing shall be public or private at the option of the Superintendent. At such hearing, he may have legal counsel at his own expense.


DISPUTE RESOLUTION

In the event of a dispute between the parties relating to any provision of this Agreement, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this Agreement, the parties hereby agree to submit such to binding arbitration. Such arbitration shall be conducted under the labor arbitration rules of, and administered by, the American Arbitration Association and that any award will be subject to and enforceable by entry of a judgment thereon in any circuit court of competent jurisdiction in Michigan.

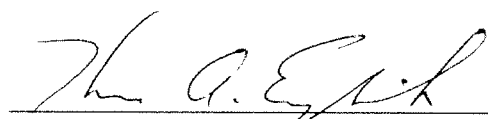
SUPERINTENDENT/BOARD RESPONSIBILITIES

The Board is responsible for developing District Policy and general goals. The Superintendent is responsible for executing policies and implementing identified goals. The parties agree to cooperate fully and to assist each other in satisfying these responsibilities.

In witness whereof, the parties hereto execute this contract on behalf of North Branch Area Schools and Thomas English on this 12th day of May, 2010.



President, Board of Education



Thomas English, Superintendent