

WEST BRANCH-ROSE CITY AREA SCHOOLS

SUPERINTENDENT EMPLOYMENT CONTRACT

2011-2014

DANIEL J. CWAYNA

This Contract is entered into on the 21st day of February, 2011, between the Board of Education of the West Branch-Rose City Area School District, referred to as the "Board" and Daniel J. Cwayna, referred to as the "Superintendent".

1. **Contract Period:** The Board agrees to employ the Superintendent of its schools for a term of three (3) years from July 1, 2011 to June 30, 2014.
 - a. On or before January 15 of each year, each board member shall receive a copy of the current contract of the Superintendent for review. 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 in writing.
 - b. If no action is taken by the Board, the Contract shall be deemed to have been reviewed for an additional year.

2. **Duties:** The Superintendent agrees to perform the duties of Superintendent in a competent and professional manner in accordance with the established policies and regulations of the Board and the laws of the State of Michigan. The Superintendent shall serve as chief executive officer and chief administrative officer of the Board.

The Superintendent shall:

 - a. Present his recommendations to the Board on any subject under consideration by the Board;
 - b. Attend each meeting of the Board; and,
 - c. Serve as an ex-officio member of each committee established by the Board.

The Superintendent shall have complete freedom to organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, which in his judgment best serves the District. The responsibility for selection, placement and transfer of personnel shall be vested in the Superintendent, subject to approval by the Board.

3. **Compensation:** The Board agrees to pay the Superintendent for his services during each year of the contract in twenty-six (26) equal installments. Compensation for the 2011-2012 contract year shall be One Hundred Ten Thousand Dollars (\$110,000). Said salary shall be reviewed annually and is subject to upward revision by agreement of the parties by way of written amendment to the Contract without otherwise altering the remaining term of this Contract.

WEST BRANCH-ROSE CITY AREA SCHOOLS

4. **Fringe Benefits:** Leave privileges, insurance and fringe benefits shall be as follows:
- a. The Superintendent shall be entitled to four (4) weeks of vacation each year at a time mutually agreeable to both parties. Vacation time shall not accumulate from one fiscal year to the next. The Superintendent shall be compensated for up to two (2) weeks of unused vacation time at the end of each fiscal year.
 - b. The Superintendent shall be allowed five (5) personal days per fiscal year. Personal days shall not accumulate and shall not be compensated for if unused.
 - c. The Superintendent shall be allowed ten (10) sick days per year. If the Superintendent completes twenty (20) years of service to the District and his employment with the District is severed due to death or retirement, he shall receive one (1) day's pay at the current teacher substitute rate for every two (2) days of accumulated sick leave.
 - d. Health, Dental and Vision specifications shall be based on the current West Branch-Rose City Employee Benefit Booklet, which will include: MESSA Choices II, VSP I, Delta Dental, and MESSA Long Term Disability.
 - e. The Superintendent shall be afforded the emergency and sick leave absence benefits and other benefits granted to certified personnel under policies established by the Board; said policies are specifically incorporated herein and made a part of this Contract of Employment.
 - f. The Board shall provide without cost to the Superintendent, Universal Life Insurance in the amount of \$110,000.00.
 - g. At such times as the Superintendent drives his own personal vehicle on school business for out-of-district travel, he shall be reimbursed at a standard reimbursement rate used in the District for every mile traveled. The current Board established rate is \$0.32 per mile. In addition, a yearly transportation allowance of \$4,000.00, payable 50% in January and the remainder 50% in June will be granted for in-district travel.
 - i. The Board shall provide a maximum of \$600.00 to be applied to an insurance of the Superintendent's choosing (i.e., auto, homeowners, etc.)
 - j. The Board will reimburse the Superintendent an amount up to \$500.00 annually to cover a portion of the benefit costs which are not covered by the health, vision and dental carrier. Funds remaining at the end of the year will not accumulate.
 - k. The Board shall reimburse the Superintendent up to \$500.00 annually for educational credits which are directly related to his job description, payable upon completion of the class or at the end of the fiscal year, at the option of the Superintendent.
 - l. The Board shall reimburse the Superintendent for all other reasonable expenses incurred by the Superintendent in the performance of his duties. Said expenses shall be presented to the Board for approval at the meeting following the date expenses were incurred.

20 days VAC.
(14 day comp @ year end)

5 P.D.

WEST BRANCH-ROSE CITY AREA SCHOOLS

- m. The Board shall provide a moving allowance. The Superintendent will gather bids from moving companies and provide to the Board for review and approval.
 - n. The Superintendent agrees to spend 8-10 days between February 21, 2011 and June 30, 2011, in the District for the purpose of orientation. The Superintendent will be paid his daily rate based on the salary in this contract, mileage, and lodging if two (2) consecutive days are required.
5. **Evaluation:** On or before March 1 of every year, each member of the Board shall submit a written evaluation form. There should be a brief statement evaluating the performance of the Superintendent during the previous year, and expressing recommendations and observations as to how such performance may be improved. The President shall compile all members' evaluations and present a copy of the compilation to the Superintendent and each Board member. On or before April 1, The Board will meet with the Superintendent to discuss the evaluation.
6. **Termination Provision:** The Board shall be entitled to terminate the Superintendent's employment at any time during the term of this contract for acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetence, inefficiency or if the Superintendent materially breaches the terms and conditions of this Agreement. In the event that the Board undertakes to dismiss the Superintendent during the term of this contract, he shall be entitled to written notice of charges and an opportunity for a hearing before the Board. In the event of termination of employment during the term of this Agreement, this contract shall automatically terminate and the Board shall have no further obligation hereunder. This contract may be non-renewed at its conclusion at the discretion of the Board of Education.
7. **Annuity Program:** The Board, upon the request of the Superintendent, shall withhold from his salary and transfer such sums as he shall designate to a tax-deferred annuity program of his choosing.
8. **Professional Meetings:** The Superintendent may, upon approval of the Board, attend all appropriate national professional meetings. The Superintendent shall be authorized to attend state and local professional meetings. Where costs exceed Board policy, prior approval will be requested. The Superintendent shall be reimbursed for his expenses in connection therewith and for any other reasonable out-of-pocket expenses incurred on behalf of the Board.
9. **Certification:** The Superintendent represents that he holds a valid Michigan teaching certificate and other qualifications required by law and by District policies for a Superintendent of the District.
10. **Liability Insurance:** 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

WEST BRANCH-ROSE CITY AREA SCHOOLS

him for any portion of such expense and judgments not covered by insurance, except if convicted of moral turpitude or fraud.

11. **Tenure Exclusion:** This contract does not confer tenure status upon the Administrator in the position of Superintendent or any other administrative position in the District.
12. **Modification:** This contract contains the entire agreement between the parties. The terms of this Agreement may not be revised by oral and/or written statements made by individual Board of Education members or any other representative or agent of the Board. No change or modification of this contract of employment shall be valid or binding unless it has been formally approved by the Board of Education and is in writing and signed by the Superintendent and the Board of Education. No waiver of any provisions of this contract shall be valid unless it is in writing, signed by the Superintendent and the Board of Education and formally approved by the Board of Education.
13. **Severability:** The provisions of this agreement are severable and if any part of the Agreement is found to be null, void or inoperative, the other paragraphs, or portions thereof, shall remain fully valid and enforceable.

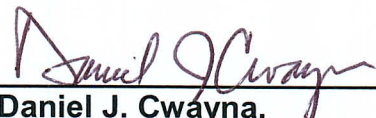
We, the parties to this Superintendent's Employment Contract, sign and execute this contract on the 21st day of February, 2011.

For the Board of Education:



Richard R. Bachelder, President

By the Superintendent:



**Daniel J. Cwayna,
Superintendent**



Sandra L. Schultz, Secretary