

**BRITTON DEERFIELD SCHOOLS**

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**SUPERINTENDENT'S CONTRACT OF EMPLOYMENT**

This Contract of Employment constitutes an agreement by and between the Britton Deerfield Schools Board of Education (subsequently referred to as the "Board", the "School District," or the "District") and Charles Pelham (subsequently referred to as "Superintendent" or "administrator"). The terms of the Contract are provided below.

**1. CONTRACT PERIOD**

The administrator is employed for a three year period from July 1, 2011 thru June 30, 2014 . Should the Board determine that it does not want to renew the administrator's Contract, notification of nonrenewal of the Contract shall be given in writing at least 90 days before the Contract termination date or the Contract is renewed for an additional one (1) year period.

**2. DUTIES**

The Administrator agrees to serve the School District and to faithfully perform the duties of Superintendent as designated by the Board or the duties of such other position as may be assigned by the Board in the exercise of its discretion, in a competent and professional manner in compliance with the laws, rules and regulations applicable to the School District and in compliance with the policies, regulations and practices of the Board of Education. Superintendent will work out of either building at his discretion.

**3. COMPENSATION**

The Board agrees to pay the administrator for his services during each year of this Contract in equal biweekly installments.

The salary for this Contract (July 1, 2011 through June 30, 2014), shall be One hundred fourteen thousand dollars (\$114,000).

The Board of Education retains the right to adjust the salary during the life of this Contract, provided, that the salary level may not be reduced from the annual rate specified in this part. Any adjustment in salary which is made during the duration of this Contract shall be in the form of an amendment and shall become part of this Contract, but it shall not be considered that the Board has entered into a new Contract with the administrator or that the termination date has been extended. However, this shall not preclude the administrator and the Board from mutually agreeing to an extension of the existing Contract. No salary increase may be retroactive.

#### 4. FRINGE BENEFITS

Leave privileges, insurance and other fringe benefits shall be as follows:

- a. It is understood that insurance benefits provided by the Board to the administrator are subject in all respects to the rules, regulations and contractual provisions, including eligibility, of the various insurance plans provided by the District, including the selection by the Board of alternative carriers / providers. The Administrator 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 under this Contract.
- b. The Board shall also provide the administrator with \$250,000 Term Life Insurance, up to an annual cost of \$2,000.
- c. The Administrator shall be entitled each full Contract year to a vacation of twenty (20) paid working days, excluding weekends and legal holidays, for which he will receive his compensation in full. The contract year, July 1, 2011 through June 30, 2014, unused vacation time will not be carried over. Superintendent shall be reimbursed up to five (5) unused vacation days at per diem rate.
- d. The President of the Board shall always be informed by the Administrator in a timely fashion in advance of any time the Administrator will be absent from a Board meeting. Any use by the Administrator of two (2) or more vacation days at a single time shall require prior approval by the Board President. Any use of five (5) or more vacation days by the Administrator at a single time shall require prior Board approval. The Administrator will not schedule his vacation during a time when his presence and leadership are critical to the School District as determined by the Board of Education.
- e. The Superintendent shall be entitled to 12 sick leave days for each year of the Contract. Sick leave days may be accumulated up to a maximum of 132 days. The administrator will be compensated at the rate of \$50.00 per day for each unused sick leave day in excess of 132 days as determined at the end of each Contract year. If the Superintendent leaves his position he shall receive \$50.00 per day for all unused accumulated sick days, up to a total of one hundred thirty two (132) days. This will be paid back within ninety (90) days of the last day worked.
- f. The Superintendent shall have the following holidays: New Year's Day, the day before New Year's Day, the day after New Year's Day, Good Friday, Memorial Day (as observed), July 4, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, and the day after Christmas. Should school be in session on any of the above days, e.g., Good Friday, the Superintendent shall not have that day as a holiday. No additional day shall be provided. The Superintendent shall also have three (3) personal leave days

during each Contract year. These days will not be carried forward. Superintendent shall work on an "as needed" basis for Christmas and Spring breaks.

- g. The board will also provide the administrator with MESSA PAK A. Should additional coverage be provided in a new collective bargaining agreement with the Britton Deerfield Education Association, the administrator may receive the additional level of coverage.
- h. The Board shall provide the administrator with expense reimbursement for necessary, reasonable receipted expenses for conferences, meetings and similar matters incurred in the performance of his duties as Superintendent of the Britton Deerfield Schools upon review and approval by the Board. Board notification and approval are required for attendance at State, Regional, or National Conferences. Superintendent will be allowed to attend the annual MASA Conference.
- i. Subject to review and approval by the Board, the Board shall pay for relevant professional education association membership fees on behalf of the Superintendent.
- j. The administrator is allowed up to a maximum of five (5) days per year for the death of a wife or child. Three (3) days per year will be allowed for the death of a father, mother, brother, sister, mother-in-law, father-in-law. These days shall not be deducted from the administrator's sick leave days. This shall apply only if the death occurs within five (5) days of a scheduled working day.
- k. Professional Development: \$3,000 yearly allowance, to include class tuition, fees and books. Must be certified institution and meet degree requirements associated with the job with his employment with the district. Earn a grade of B or better. Reimbursement will be made upon completion of the class and board determination that these criteria have been satisfied.
- l. Mileage will be reimbursed at a rate of \$3,000 per year, for use of personal automobile for School Business, including the annual MASA Conference.

## 5. HEALTH

The Administrator shall have a comprehensive medical examination not less than every two (2) years. If requested, the Administrator shall provide the Board President with a letter from the physician certifying whether the Administrator is physically fit to perform his job duties and responsibilities.

Upon request of the Board President, the Administrator shall provide the Board President with a letter from an appropriate physician/psychologist selected by the Board President certifying whether the Administrator is mentally fit to perform his job duties and responsibilities. (Such request may be made annually, but may not be made arbitrarily and must be job related and consistent with business necessity.)

If the Board (or designee) has reason to doubt the validity of a certification letter provided by the Administrator, it may require a second opinion. Letters of certification shall be placed in the Administrator's personnel file. The letters and information obtained from medical or psychological/psychiatric examinations shall be treated as confidential.

The Board shall pay the cost of any examination required under this section not covered by insurance.

6. **RESOURCES**

The administrator shall utilize his own vehicle for transportation related to District business. No District vehicle will be provided. District telephone and fax systems, including voice mail system, or other forms of electronic communication are to be used primarily for purposes of District business. District computers are to be used exclusively for purposes of District business.

7. **TENURE**

The above-named person shall not acquire tenure as an administrator in position of Superintendent or in any other non-classroom position to which he may be assigned.

8. **CERTIFICATION**

The Administrator shall furnish and maintain for the duration of this Contract in the central administrative offices of the School District evidence that he satisfies the requirements of state and federal laws, rules and regulations for holding the position of Superintendent or for such other position to which he is assigned by the Board, e.g., for continuing education. Failure to maintain and keep current such evidence shall be sufficient cause for discharge.

9. **BREACH**

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

10. **TERMINATION**

Discharge: The Board shall be entitled to terminate the Administrator's Contract at any time during the term of this Contract for proper and stated cause, including, but not limited to, loss of confidence in the leadership of the Administrator, commission of an act of moral turpitude, misconduct, theft, fraud, insubordination, conviction of a crime (misdemeanor or felony), violation of or failure to uphold Board of Education policy, incompetency, inefficiency or if the Administrator materially breaches a term(s) or condition(s) of the Contract, but the Board shall not arbitrarily and capriciously dismiss him.

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

In the event that the Board undertakes to dismiss the Administrator during the term of this Contract, he shall be entitled to not less than fifteen (15) days' written notice of charges and an opportunity for a hearing before the Board. The Board may provide in the notice that, effective at the time of receipt of written notice of charges, the Administrator will be suspended with pay from his duties and responsibilities until conclusion of the hearing. Said hearing shall be public or private at the option of the Administrator. At such hearing, he may have legal counsel at his own expense. 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 of any kind, compensation or otherwise, unless required by law.

Nonrenewal. Any nonrenewal of this Contract shall be in accordance with the Michigan Revised School Code.

11. **PERFORMANCE EVALUATION**

Annually, but no later than March 1 of each year during the term of this Contract, the Board of Education shall evaluate the performance of the Administrator and subsequently shall review with the Administrator the evaluation of his performance, unless otherwise mutually agreed. Beginning with January 2012, the Administrator shall annually advise the Board of Education of this obligation during the month of January prior to the Board's regular January meeting.

The board will conduct an informal evaluation of the administrator after the first six months. This is not tied to any compensation adjustment.

12. **COOPERATION**

The Board and the Administrator will work together for the benefit of the School District.

13. **ENTIRE AGREEMENT**

This Agreement contains the entire agreement and understanding by and between the Board and the Administrator with respect to the employment of the Administrator and no representations, promises, Contracts or understandings, written or oral, not contained in this document or its Addendums, shall be of any force or effect. All prior agreements pertaining to, connected with or arising in any manner out of the employment of the Administrator by the Board, are hereby terminated and shall be of no force or effect whatsoever subsequent to the execution of this Agreement. No change or modification of this Agreement shall be valid or binding unless it is in writing and signed by the Administrator and on behalf of the Board. No valid waiver of any provision of this Agreement, at any time, shall be deemed a waiver of any other provision of this Agreement at such time or at any other time.

14. **ENFORCEABILITY**

If any provision(s) of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, or becomes invalid due to legislative enactment, this Agreement shall continue in full force and effect without said provision(s). If any term of this Agreement is determined not to be legally enforceable as written, the provision will be enforced to the extent permitted by law.

ON BEHALF OF BRITTON  
DEERFIELD SCHOOL BOARD OF  
EDUCATION

Dated: July 1, 2011

By: Elizabeth Roe  
Elizabeth Roe

Its: President

Dated: July 1, 2011

By: Doug Armstrong  
Doug Armstrong

Its: Vice-President

Dated: July 1, 2011

By: Todd Ost  
Todd Ost

Its: Secretary

Dated: July 1, 2011

By: Kevin Barrett Sr.  
Kevin Barrett, Sr.

Its: Treasurer

Dated: July 1, 2011

By: Lucy A Pirolli  
Lucy Pirolli

Its: Trustee

Dated: July 1, 2011

By: Ben Allshouse  
Ben Allshouse

Its: Trustee

Dated: July 1, 2011

By: Greg Cannon  
Greg Cannon

Its: Trustee

ADMINISTRATOR

Dated: 7-1, 2011

By: Charles Pelham III  
Charles Pelham, III