

**WEST BRANCH-ROSE CITY AREA SCHOOLS**  
**SUPERINTENDENT EMPLOYMENT CONTRACT**  
**2015-2018**

This Contract is entered into on the 16th day of February, 2015, between the Board of Education of the West Branch-Rose City Area School District, referred to as the "Board" and Philip Mikulski, 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, 2015 to June 30, 2018.
  - a. On or before the regular January Board meeting of each year, each board member shall receive a copy of the current contract from 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 renewed 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/her 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 freedom to organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, which in his/her 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 2015-2016 contract year shall be One Hundred Ten Thousand Dollars (\$110,000.00). Said salary shall be reviewed annually and is subject to revision by agreement of the parties by way of written amendment to the Contract without otherwise altering the remaining term of this Contract.

4. **Fringe Benefits:** Leave privileges, insurance and fringe benefits shall be as follows:

- a. The Superintendent shall be entitled to thirty (30) paid time off (PTO) days each fiscal year. PTO days can be used for vacation, personal or illness purposes.

A maximum of fifteen (15) unused PTO days may be banked for future use each fiscal year up to a maximum of ninety (90) PTO days. As an alternative to banking said PTO days, Superintendent may choose to be compensated at the rate of \$230.00 per unused PTO day up to a maximum of ten (10) days. A maximum of five (5) unused PTO days to be compensated at the rate of \$230.00 per unused PTO day will be directly paid into a Tax Sheltered Annuity (TSA) account of Superintendent's choosing.

- b. Upon separation from the District for any reason prior to June 30, 2020, the Superintendent shall be entitled to compensation of up to a maximum of ten (10) unused PTO days at the rate of \$230.00 per unused PTO day and five (5) unused PTO days to be compensated at the same rate which will be directly paid into a Tax Sheltered Annuity (TSA) account of Superintendent's choosing *even if* more than fifteen (15) days have been banked. Separation from the District after June 30, 2020, will entitle the Superintendent to compensation of up to the maximum allowable banked PTO days (90) at the rate of \$230.00 per unused PTO day which will be directly paid into a Tax Sheltered Annuity (TSA) account of Superintendent's choosing.
- c. The Superintendent shall be entitled the following paid holidays in addition to any PTO days: Labor Day, Thanksgiving and the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, Good Friday, Memorial Day and July 4. If a paid holiday falls on a Saturday or Sunday, then the Superintendent shall be permitted to take either the preceding Friday or following Monday as a PTO day as mutually agreed upon by the parties.
- d. Health, Dental and Vision specifications shall be based on the current West Branch-Rose City Employee Benefit Booklet for the professional staff members.
- e. The Board shall provide without cost to the Superintendent, Term Life Insurance in the amount equal to the annual compensation.
- f. At such times as the Superintendent drives his own personal vehicle on school business for out-of-district travel, he/she 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 for out-of-district travel. 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.
- g. The Board shall reimburse the Superintendent for all other reasonable expenses incurred by the Superintendent in the performance of his/her duties. Said expenses shall be presented to the Board for approval at the meeting following the date expenses were incurred.

5. **Evaluation:** On or before March 1 of every year, each member of the Board shall be given the opportunity to submit a completed 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 the 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/she 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/her salary and transfer such sums as he/she 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 and state professional meetings. The Superintendent shall be authorized to attend local professional meetings. Where costs exceed Board policy, prior approval will be requested. The Superintendent shall be reimbursed for his/her 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. In the event Superintendent fails to maintain or renew said certificate(s), the Superintendent shall immediately notify the Board of this lapse and shall be permitted sixty (60) days to regain said certificate(s) or other qualification as required by law.
  
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

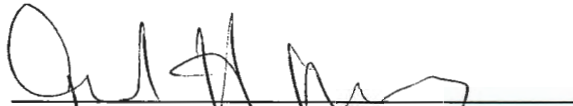


resulting from his functioning as Superintendent and will reimburse him for any portion of such expense and judgments not covered by insurance, except if convicted of moral turpitude or fraud.

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 16th day of February, 2015.**

**For the Board of Education:**

  
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Jack Money, Board President

  
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Michael T. Eagan, Board Secretary

**By the Superintendent:**

  
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Philip Mikulski, Superintendent