

TRAVERSE CITY AREA PUBLIC SCHOOLS SUPERINTENDENT CONTRACT

THIS CONTRACT is entered into as of this 28th day of March, 2007, between the Board of Education of the School District of Traverse City Area Public Schools of Grand Traverse, Leelanau, and Benzie Counties, Michigan, hereinafter called "Board" and "District", respectively, and JAMES G. FEIL, as Superintendent of Schools, hereinafter called "Superintendent."

I

The Board agrees to hire the Superintendent for a term commencing on July 1, 2007, and terminating on June 30, 2010, subject to the terms and conditions of this contract.

- A. The Superintendent shall maintain the proper certification as presently required by the Board and the State of Michigan to serve in the capacity of Superintendent, and shall maintain proper certification at all times during the term of this contract.
- B. The Superintendent agrees faithfully to perform the duties of Superintendent as specified by law and Board policy.
- C. It is expressly understood that the Superintendent shall not be deemed to be granted continuing tenure as an administrator in the School District of Traverse City Area Public Schools, and the conferral of tenure in this position is hereby expressly withheld.
- D. The Board agrees to pay the Superintendent from July 1, 2007, through June 30, 2008, an annual base salary of One Hundred Fifty Four Thousand Four Hundred Twenty Seven dollars (\$154,427.00), payable in periodic installments in accordance with the standard policies and procedures as established from time to time by the Board for payment of high-level salaried personnel generally. The Superintendent will receive a minimum of a cost of living adjustment of 3.5% (using the Bureau of Labor Statistics-Midwest Urban-All Items Annual Difference) for the 2008/2009 and 2009/10 school years.
- E. The Board agrees to provide the Superintendent a tax-sheltered annuity equivalent to .625% monthly of his annual base salary for his retirement. The Superintendent will select the tax-sheltered annuity from the district's recognized list of plans qualifying under Section 403(b) of the Internal Revenue Code.

F. In addition to the base salary, the following fringe benefits shall be provided:

1. The Superintendent will be covered at Board expense under the Board's then current standard group long-term disability (60% of monthly earnings, 90 day waiting period), and term life insurance policy with a death benefit thereunder equal to two times the Superintendent's then current base salary. If the Superintendent elects, in writing, to not receive the group long-term disability protection or the term life insurance, he will be provided cash in lieu of the monthly premiums for the insurance coverage he declines.
2. The Superintendent and his dependent family will be covered at Board expense under the Teacher Education Association's then current group health, dental, and vision insurance policies.

The Superintendent may select cash in lieu of the monthly premiums afforded him under the above-listed health and/or dental and/or vision insurance coverage. The monthly amount available will be as limited by the Board and will be added to the Superintendent's gross income with the Superintendent accordingly responsible for signing a "Salary Reduction Agreement" to cover same. With the cash the Superintendent may select a tax-sheltered annuity or mutual fund from the district's recognized list of plans qualifying under Section 403(b) of the Internal Revenue Code. In order to participate in this program, the Superintendent must show proof of health and/or dental and/or vision insurance under another plan.

3. The Superintendent shall be entitled to twenty-five (25) vacation days, with pay, per contract year. A maximum of five (5) unused vacation days may be carried over annually from the previous year with prior written approval from the Board of Education. These days must be used by August 31 or the time will be lost.
4. The Superintendent shall be allowed twenty (20) sick days per contract year which may be banked or accumulated from year to year, up to a maximum of one-hundred-fifty (150) allotted and unused days at the start of any contract year. Any unused sick days remaining at the end of this contract or any extension hereof shall lapse, without compensation. Any time off due to illness in excess of the allotted days then in effect shall not be compensated, except as may otherwise be provided pursuant to the terms of the above disability policy or except as the Board, at its discretion, may otherwise decide.
5. The Superintendent may take up to three (3) personal days, with pay, per contract year to conduct personal business. Any such days unused and remaining at the end of each contract year shall convert to sick leave.

6. Terminal pay will be granted at the rate of twenty percent (20%) of the Superintendent's base pay in effect at the time of retirement or death from Traverse City Area Public Schools, if the Superintendent can satisfy the following stipulations:
 - a. Qualifies and has received approval to begin drawing retirement benefits under the Michigan Public School Employees Retirement System.
 - b. The stipulation in "a" (above) would not apply in the event of death.
7. The Board may require that the Superintendent have a comprehensive medical examination as may be deemed necessary or every two (2) years, whichever occurs more frequently. If such examination is required, a statement shall be filed with the secretary of the Board certifying to the physical fitness and physical capability and/or mental competency to perform his duties. This statement shall be treated as confidential information by the Board, the cost of said medical report to be borne by the District, provided however, that the Board shall not be required to pay the costs of any physical examination in excess of \$500.00 unless the cost is approved in advance.
8. The Superintendent will be paid a \$6,500 off schedule stipend in January 2007/08 – 2009/10.
9. While the Board does not require the Superintendent to live within the boundaries of the Traverse City Area Public Schools, the Board agrees to provide the Superintendent a \$750 monthly housing allowance should the Board desire and the Superintendent agrees to live within the district's school boundaries.
10. The Board shall reimburse the Superintendent for reasonable traveling outside the District (at the standard District rate) and business expenses incurred by him in the performance of his duties hereunder on the basis of detailed expense accounts rendered by him to the Board in accordance with the Board's regular accounting requirements and policies regarding reimbursement of expenses. The Board will provide the Superintendent with a credit card to facilitate the tracking and payment of such expenses, which shall be used solely for ordinary and necessary business expenses, and for no other purposes. Also, the Superintendent may incur reasonable expenses for professional association dues and fees, and costs for professional conferences and meetings on national, state, and local levels. The Board of Education will be notified prior to out-of-state travel.
11. Bereavement absence without loss of salary shall be allowed up to eight (8) days upon the death of spouse, child, parent, parent-in-law, brother, sister, grandparent, grandchild, brother-in-law, sister-in-law, or dependent.

Absence may be approved for the death of other individuals as approved by the Board President and/or Secretary.

12. Ten (10) days of time off with pay will be included in the Superintendent's work year for holidays in which district offices are closed [Fourth of July (1), Labor Day (1), Thanksgiving break (2), December break (2), New Year's (2), Good Friday (1), and Memorial Day (1)].
13. To assist the Superintendent with career development, continuing education is offered which pays tuition at a rate of 50% upon proof of successful completion of graduate level educational administration courses taken at state-supported accredited institutions in Michigan.
14. The Board shall maintain travel accident insurance for all approved School District trips in the sum of \$50,000 for accidental death.
15. The Board, at the request of the Superintendent and in accordance with State statutes, will withhold and transfer an amount of salary annually, semi-annually or monthly, said amount to be determined by the Superintendent, permitting the Superintendent to participate, if he so desires, in a tax-deferred annuity program.

II

The responsibilities and duties of the Superintendent shall be as set forth by law and Board policy.

III

The Board shall evaluate the Superintendent in writing during March of each year. The evaluation shall be presented to and discussed with the Superintendent by the President of the Board. Before the commencement of each year of this contract, the Board and the Superintendent shall meet to discuss and determine the performance standards for said year.

IV

The Board shall review this contract with the Superintendent on or before April 1, 2010, and take official action determining whether or not to extend the contract and to notify the Superintendent of its action in writing.

V

This contract may be terminated by any of the following methods:

- A. Mutual agreement of the parties.
- B. Voluntary retirement of the Superintendent with a minimum of ninety (90) days notice.
- C. Voluntary resignation of the Superintendent with a minimum of ninety (90) days notice.
- D. Incapacity of the Superintendent, in accordance with Board Policy.
- E. Discharge for cause.

It is expressly understood that throughout the term of this contract, the Superintendent shall be subject to discharge for reasonable and just cause. In the event that the Board of Education shall determine that there is reason to believe that reasonable and just cause may exist, prior to dismissal it shall serve upon the Superintendent written charges and provide the Superintendent with a hearing before the Board of Education. The hearing shall be public or private at the option of the Superintendent. During the course of said hearing the Superintendent shall be entitled to be represented by legal counsel at his own expense. The decision of the Board shall be final and binding on both parties, and shall be made only after the conclusion of the hearing and only on evidence presented at the hearing.

- F. The death of the Superintendent.
- G. Normal expiration of the term or any extended term of this contract in accordance with its provisions, which shall not be construed as a discharge.

VI

The Board agrees, as a further condition of this employment contract, 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 his individual capacity, or in his official capacity as agent and employee of the School District, provided the incident arose while the Superintendent was acting within the scope of his employment.

VII

This contract shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the respective parties hereto, except that the Superintendent may not assign his obligations hereunder. This contract may be changed only in writing, signed by both parties. The invalidity of any paragraph, provision or part hereof shall not affect the validity of any other paragraph, provision or part. This contract shall be interpreted and enforced in accordance with the laws of the State of Michigan. In the event of litigation arising under or in connection herewith, each party consents to the exclusive jurisdiction of the courts of the State of Michigan, with venue in Traverse City, Michigan.

IN WITNESS WHEREOF, the parties have executed this contract as of the day and year first above written.

Signed in the Presence of:

BOARD OF EDUCATION
TRAVERSE CITY AREA PUBLIC SCHOOLS

Patricia Bzyski
Kelna Bled

By: Derek Morris

Its: President

Date: 3/29/07

Wesley Sanders
Patricia Bzyski

By: Richard M. Crampton

Its: Secretary

Date: 3/29/07

Patricia Bzyski
Alan Bled

SUPERINTENDENT OF SCHOOLS

James G. Feil
James G. Feil

Date: 3/29/07