

ADMINISTRATOR'S CONTRACT

School Superintendent

It is hereby agreed by and between the Board of Education of the Berrien Springs Public School District (hereinafter "Board") and James Bermingham (hereinafter "Superintendent") that pursuant to section 1229 of the Revised School Code of the State of Michigan, the Board in accordance, has and does hereby employ James Bermingham for a period commencing on July 1, 2011, and ending on June 30, 2014, according to the terms and conditions as described and set forth herein as follows:

DUTIES:

1. Superintendent shall perform the duties of Superintendent as prescribed by the Board as may be established, modified and/or amended from time to time by the Board. Superintendent acknowledges the ultimate authority of the Board with respect to his responsibilities.
2. Superintendent represents that he possess, holds and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Department of Education, and those required by the Board to serve as Superintendent. Additionally, Superintendent agrees to meet all continuing education requirements for the position assigned, as may be required by the State Board of Education.
3. Superintendent agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, Superintendent agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board to carry out the educational programs and policies of the School District during the entire term of this Agreement. Further, Superintendent pledges to use his best efforts to maintain and improve the quality of the operation of the School District and constantly promote efficiency in all areas of his responsibility.

COMPENSATION:

4. The Board agrees to pay the Superintendent in bi-weekly installments at an annual salary of not less than seventy two thousand one hundred fifty four dollars (\$72,154.00) base salary for the 2012-2013 school year.

The Board further agrees to pay to the Superintendent a tax-deferred annuity in the amount of eight and one-half percent (8.5%) of his base salary for each contract/fiscal year.

Upon separation of the Superintendent during any fiscal/contract year, his salary shall be adjusted to reflect payment, on a per diem basis, for the number of days on which services were actually and physically rendered during the contract year.

Any amounts due the Superintendent upon separation shall be remitted by the Board to him as soon as such amounts can diligently be determined.

The Board hereby retains the right to adjust the annual salary of Superintendent during the term of this Contract. Any such salary adjustment shall not reduce the annual salary below the minimum annual salary prescribed hereinabove. Any adjustment in salary made during the term of this Contract shall be in the form of a written amendment and when executed by Superintendent and the Board, shall become a part of this contract.

BENEFITS:

5. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third party administrator, the Board shall make premium payments on behalf of Superintendent and his eligible dependents for the appropriate health insurance or annuity and related benefits.

If the Superintendent does not choose to be enrolled for coverage by the insurance carrier, he will be paid the actual dollar value of the unused insurance premium in salary or annuity. This amount will be treated as income pursuant to Internal Revenue Service and State Retirement Service regulations.

6. The Board reserves the right to change the identity of the insurance carrier, policyholder or third party administrator for any of the above coverages, provided that comparable coverage, as determined by the Board, is maintained during the term of this Agreement. The Board shall not be required to remit premiums for any insurance coverage for Superintendent and his eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder or third party administrator. The terms of any contract or policy issued by any insurance company or third party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. Superintendent is responsible for assuring completion of all forms and documents needed to receive the above described insurance coverage. The School District, by payment of the premium payments required to provide the above described insurance coverage, shall be relieved from all liability with respect to insurance benefits.
7. The Board agrees to pay the Superintendent the actual dollar value of state retirement paid on base salary for 2012-2013 for each contract/fiscal year in salary or annuity. This amount will be treated as income pursuant to Internal Revenue Service and State Retirement Service regulations

LEAVE:

8. Superintendent is entitled to all the holidays duly established by the Board of Education which pertain to other full time Administrators.

9. If Superintendent is absent from duty on account of personal illness or disability, he shall be allowed full pay for a total of twelve (12) days per contract year. Unused paid leave days hereunder shall be cumulative to a maximum of 105 days for absence due to personal illness or disability of Superintendent.
10. Superintendent is employed on the basis of fifty-two (52) weeks of work per fiscal year (July 1 through June 30) as scheduled by the Board. Superintendent shall be granted vacation time of five weeks (25 days) per fiscal year. Vacation days shall be used within the fiscal year for which they are made available and Superintendent shall not receive any additional compensation in lieu of use of vacation days. Superintendent shall schedule use of vacation days in a manner which minimizes interference with the orderly operation and conduct of business of the school district. All scheduling of vacation is subject to the approval of the Board. Superintendent with approval of board president may carry over to next contract year up to five days.
11. In the event of Superintendent's mental and/or physical incapacity to perform the duties of his office, he shall be granted, for purpose of recovery, an initial paid leave of sixty (60) work days which are non-cumulative and shall be reduced each contract/fiscal year by the number of sick leave days available to the Superintendent. The Superintendent shall first exhaust any accumulated sick leave.

Upon utilizing leave under this provision, the Superintendent shall furnish medical certification to the Board regarding the necessity for the leave. Medical certification shall be supplied by the Superintendent as a condition of any leave extension. If the Board has reason to doubt the validity of the medical certification supplied by Superintendent, it may require a second opinion, at Board expense.

Prior to resumption of duty after an unpaid leave of absence for a serious health condition, the Superintendent shall provide to the Board a fitness for duty certification from the Superintendent's health care provider. A second opinion may be required by the Board, at its expense, unless the securing of the second opinion in this context is precluded by the Family and Medical Leave Act.

PROFESSIONAL DEVELOPMENT:

12. Subject to the approval of the Board, the fees or dues for membership in appropriate professional organizations shall be paid by the Board and the Superintendent may attend appropriate seminars and classes relating to professional development as well as appropriate professional meetings at the local, state and national levels and shall be reimbursed for any registration fees, tuition, travel, lodging and/or reasonable meal expenses. Professional development allowance of up to \$1,800 annually is available for said classes and seminars.

AUTOMOBILE ALLOWANCE:

13. The Superintendent shall receive a five hundred dollar (\$500.00) allowance per month for use of his personal car for school business. Out of county mileage will be reimbursed at the standard IRS rate upon submission of the appropriate written request.

OUTSIDE CONSULTING ACTIVITIES:

14. Although the Superintendent agrees that he will devote his time, attention and energy to School District, he may serve as a consultant to other school districts; educational agencies, or associations, lecture, engage in writing or speaking activities to the extent that such action neither constitutes a conflict of interest nor impedes the Superintendent's responsibilities to the School District. The Superintendent will apprise the Board of such activities. The Superintendent shall use vacation leave to perform such activities and he shall retain any honorarium paid. The School District shall not be responsible for any expenses attendant to the Superintendent's performance of such outside activities. The Board retains the right of refusal for any of the above mentioned consulting activities.

EVALUATION:

15. Superintendent's performance shall be evaluated by the Board annually, not later than March 1. The Board of Education shall, not later than May 31 of each year during the term of this contract, consider the extension of this contract for an additional one year period.
16. The Superintendent shall be subject to discharge for good and just cause, but the Board shall not arbitrarily and capriciously dismiss him. 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. 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.

The foregoing standards for termination of this contract during its term shall not be applicable to non-renewal of this contract at the expiration of its term, which decision is discretionary with the Board of Education.

TENURE EXCLUSION:

17. Superintendent agrees that he shall not be deemed to be granted continuing tenure in the position initially assigned or to which he may be assigned or transferred or in any capacity other than that of a classroom teacher, should the probationary period required by tenure as a teacher be fulfilled, by virtue of this contract or any employment assignment (requiring certification) with the School District. Nor shall the decision of the Board not to continue or renew the employment of Superintendent for any subsequent period in any capacity, other than as a classroom teacher, as may be required by tenure law, be deemed a breach of this

Agreement or a discharge or demotion within the provisions of the Michigan Teacher's Tenure Act.

MEDICAL EXAMINATION:

18. The Superintendent agrees to have a comprehensive medical examination once every year. The Superintendent shall provide the Board President with a letter from the physician certifying that the Administrator is physically and mentally fit to perform his job duties and responsibilities. The letter of certification shall be placed in the Superintendent's personnel file and shall be treated as confidential information. Expenses for this medical examination not covered by insurance shall be reimbursed by the School District.

The Superintendent shall also 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 programs specified under this Contract.

Additionally, upon request of the Board, the Superintendent shall authorize the release of medical information necessary to determine if the Superintendent is capable of performing the essential job functions required by his assignment, with or without job accommodation. Any physical or mental examination or disclosure of such information required of the Superintendent by the Board shall be job related and consistent with business necessity. Any medical or psychological examination under this section not covered by insurance shall be at Board expense. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.

ERRORS AND OMISSIONS INSURANCE COVERAGE:

19. The Board agrees to pay the premium amount for errors and omissions insurance coverage for Superintendent while engaged in the performance of a governmental function and while the Superintendent is acting within the scope of his authority. The policy limits for this coverage shall be not less than \$3,000,000. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of Superintendent. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions coverage. If the insurance coverage cannot be purchased in the above amounts and/or at a reasonable premium, the board shall have the right to discontinue said coverage and shall so notify the Superintendent. In such case, the Board will on a case-by-case basis consider providing legal defense and/or indemnification as provided by MCL 691.1408 and MCL 380.11a(3)(d).

AMENDMENT:

20. This contract contains the entire agreement and understanding by and between the Board and Superintendent with respect to the employment of Superintendent and no representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force of effect. No change or modification of this Contract shall be valid or binding unless it is in writing and signed by Superintendent and the Board. No valid waiver of any provision of this contract, at any time, shall be deemed a waiver of any other provision of this contract at such time or at any other time.

SEVERABILITY:

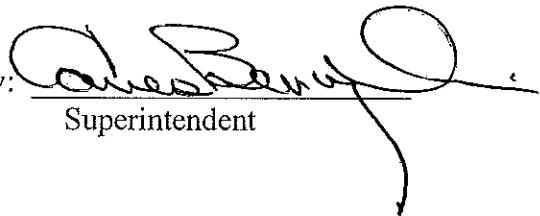
21. If any provision of this Agreement becomes or is declared by a Court of competent jurisdiction to be illegal, unenforceable or void, this agreement shall continue in full force and effect without said provision(s).

EXECUTION:

22. This Agreement is executed on behalf of the School District pursuant to the authority granted as contained in the motion of the Board approved on October 4, 2007.


IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

Date: 9.4.2012

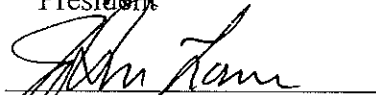
By: 
Superintendent

FOR THE BERRIEN SPRINGS PUBLIC SCHOOLS BOARD OF EDUCATION:

Date: 9-4-2012

By: 
President

Date: 9-5-12

By: 
Vice-president