

## CONTRACT OF EMPLOYMENT

### School Administrator

It is hereby agreed by and between the Board of Education of the Birch Run Area Schools (hereinafter "Board") and David M. Bush (hereinafter "Administrator") that pursuant to Section 1229(1) of the Revised School Code, the Board in accordance with its action found in the minutes of its meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2010, has and does hereby employ the said David M. Bush for approximately a three (3) year period commencing on August 1, 2010 and ending on June 30, 2013, according to the terms and conditions as described and set forth herein as follows:

1. Administrator shall perform the duties of Superintendent as prescribed by the Board and as may be established, modified and/or amended from time to time by the Board. Administrator acknowledges the ultimate authority of the Board with respect to his responsibilities and directions related thereto. Administrator is subject to assignment and transfer to another administrative position of employment in the School District at the discretion of the Board.
2. Administrator represents that he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the provisions of Sections 1246 and 1536 of the Revised School Code, the regulations of the Michigan Department of Education, and those required by the Board to serve in the position assigned. Administrator agrees, as a condition of his continued employment, to meet all certification and continuing education requirements for the position assigned, as are and may be required by law and/or by the State Board of Education. If at any time Administrator fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.
3. Administrator agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Administrator agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, Administrator 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 Contract. Administrator agrees to devote substantially all of his business time, attention and services to the diligent, faithful and competent discharge of his duties on behalf of the School District to enhance the operation of the School District and agrees to use his best efforts to maintain and improve the quality of the programs and services of the School District. Administrator agrees also to abide by the rules, regulations and policies promulgated by the Board.
  - A. The Superintendent shall be required to establish and maintain a professional relationship with administrative staff and shall evidence a personal commitment to administrative team management.
  - B. The Superintendent shall comply with all directives as well as any and all administrative practices and operating procedures as established by the Board.

- C. Failure to comply with the conditions set forth herein or any of them shall be deemed to constitute sufficient cause for discharge of the Superintendent and termination of this Contract of Employment.

4. Administrator shall be paid at an annual (twelve month) salary rate of not less than One Hundred Twenty Thousand Dollars (\$120,000) in consideration of his performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board. The salary amount will be pro-rated for the 2010/11 fiscal year based on scheduled work days from August 1, 2010 through June 30, 2011.

Should Administrator be assigned or transferred to another administrative position, the salary paid shall be as established by the Board for that position. The annual salary shall be paid in twenty-six (26) equal bi-weekly installments beginning with the commencement of the fiscal/contract year (July 1 - June 30).

The Board hereby retains the right to increase the annual salary of Administrator during the term of this Contract. Consistent with the provisions of Section 1250 of the Revised School Code, Administrator's job performance and job accomplishments will be significant factors in determining any adjustment to Administrator's compensation. Any increase in salary made during the term of this Contract shall be in the form of a written amendment and when executed by Administrator and the Board, shall become a part of this Contract.

5. Administrator is employed on the basis of fifty-two (52) weeks of work per contract/fiscal year (July 1 through June 30) as scheduled by the Board. Administrator shall be granted vacation time of twenty-five (25) days per fiscal year. Administrator shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District. The Superintendent and Board President shall agree upon vacation days when five (5) or more are to be used at a single time. Normal winter, spring, and summer school breaks shall be considered work weeks unless otherwise specified. Upon early termination of the Superintendent's contract vacation days will be prorated based upon the days worked in that contract. Accumulation of vacation days, unlimited.

6. Administrator's performance shall be evaluated by the Board at least annually using multiple rating categories that take into account data on student growth as a significant factor.

7. The Board shall be entitled to terminate the Administrator's employment at any time during the term of this Contract when it determines that Administrator has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if Administrator materially breaches the terms and conditions of this Contract, or for other causes found to be sufficient by the Board.

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.

In the event that the Board undertakes to dismiss Administrator 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 Contract, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

8. In the event of Administrator's mental and/or physical incapacity to perform the duties of his office, he shall be granted an initial leave of ninety (90) work days for purpose of recovery. The Administrator shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the ninety (90) work day period to be unpaid. Health plan premium payments shall be made on behalf of Administrator during this interval to the extent required by law. Upon utilizing leave under this provision, Administrator shall furnish medical certification to the Board (or its designee) respecting the necessity for the leave.

If the Board (or designee) has reason to doubt the validity of the medical certification supplied by Administrator, it may require a second opinion, at Board expense.

Administrator may request a ninety (90) work day unpaid leave extension in the event of his physical and/or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is a verified prognosis that Administrator will be able to resume his duties at the conclusion of the extended leave interval. Medical certification shall be supplied by Administrator as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

If Administrator is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), his employment and this Contract may be terminated at the option of the Board. However, no such termination shall occur where restoration after leave is required by the Family and Medical Leave Act.

Prior to resumption of duty after an unpaid leave of absence for a serious health condition, Administrator shall provide to the Board a fitness for duty certification from Administrator'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.

9. Administrator 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 for 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 Administrator for any subsequent period in any capacity, other than as a classroom teacher, as may be required by the Teachers' Tenure Act, be deemed a breach of this Agreement or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

10. 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 programs specified under this Contract. Additionally, upon request of the Board, Administrator shall authorize the release of medical information necessary to determine if Administrator is capable of performing the essential job functions required by his assignment, with or without reasonable job accommodation(s). Any physical or mental examination or disclosure of such information required of administrator by the Board shall be job related and consistent with business necessity. Any medical or psychological examination under this section shall be at Board expense. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.

11. 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 Administrator and his eligible dependents for enrollment in the following insurance programs:

Health insurance	SET SEG Flexible Blue Medical Coverage or equivalent plan RX prescription Drugs with Preventative Care. District fully funded Health Savings Account.
Dental insurance	District self funded SET SEG plan with benefits comparable to Delta Dentals' plan listed below; 80% Class IA; 80% Class IB; 80% Class II; 80% Class III; Rider: Basic Coverage \$1,500 Class I, II & III Yearly Maximum, \$1,500 Class IV, Lifetime Maximum
Term life insurance	\$100,000 w/AD&D
Vision insurance	Spectera Network
Long Term Disability insurance	66 2/3% \$5,000 Maximum Monthly Income Benefit \$7,500 Maximum Monthly Salary \$60 Calendar Day Qualifying Period
Negotiated AD&D	\$50,000

From the time period of August 1, 2010 to December 31, 2010, Administrator will have a bridge insurance policy with the following coverage:

MESSA Choices II Community Blue PPO, \$10/\$10 Rx Copay, \$100/\$200 Deductible.  
60 calendar day straight wait Long Term Disability  
VSP-3 Plus Platinum Vision Plan  
Delta Dental Plan  
\$50,000 Term Life + \$40,000 Optional Life  
\$50,000 AD & D

This will be the same insurance plan as the Birch Run Education Association with the exception of the Optional Term Life amount. This is a temporary coverage until January 1, 2011 for which the plan described above (SET SEG HSA) will be implemented.

12. 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 coverages for Administrator 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. Administrator is responsible for assuring completion of all forms and documents needed

to receive the above-described insurance coverage. The Board, by remitting the premium payments required to provide the above-described insurance coverage(s), shall be relieved from all liability with respect to insurance benefits.

13. Administrator is entitled to the following holidays for which no service to the School District is required:

- Fourth of July
- Labor Day
- Thanksgiving
- Friday after Thanksgiving
- Winter Break (December 23, 2010 -- Sunday January 2, 2011)
- Spring Break (Monday-Friday, April 4-8, 2011)
- Good Friday (April 22, 2011)
- Monday after Easter (April 25, 2011)
- Memorial Day

14. If Administrator 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.

The Administrator after completion of seven (7) years of service with the district will be eligible for the following severance package:

The Board will pay the superintendent upon leaving the District \$50 for each unused sick day. The separation benefit shall increase after fifteen (15) years of Administrative service to \$100 for each unused sick day. The payment for the unused sick leave will be made into a termination plan, such as VALIC.

The Board shall make payment of the sick leave days within thirty (30) days of termination.

15. Administrator shall be eligible to be reimbursed for travel, meals and lodging in accordance with per diem expense and reimbursement standards and procedures established by the Board. Any expense to be incurred by Administrator for out-of-district travel shall be submitted in advance for review and approval by the Board. Administrator shall be required to present an itemized account of his reasonable and necessary expenses in accordance with direction of the Board or its designee.

Subject to express approval by the Board, the fees or dues for membership in appropriate professional organizations shall be paid by the Board. Subject to prior approval by the Board, the Administrator may attend 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 for himself/herself in relation thereto not prepaid by the Board.

16. The Administrator shall be awarded three (3) personal business leave days on July 1<sup>st</sup> of each school year. Personal business days may roll over from one year to a maximum accumulation of six (6). On June 30 any unused personal business days in excess of six (6) will be converted to sick days.

17. The Board agrees to reimburse up to six (6) graduate credit hours for college course work with a grade of "B" or better.

18. The Board agrees to pay the premium amount for errors and omissions insurance coverage for Administrator while engaged in the performance of a governmental function and while the Administrator is acting within the scope of his authority. The policy limits for this coverage shall be not less than Two Million Dollars (\$2,000,000). The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of Administrator. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions coverage. In the event that such insurance coverage cannot be purchased in the above amounts and/or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify Administrator. In that event, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to Administrator as is authorized under MCL 691.1408 and MCL 380.11a(3)(d).

19. Per the Board of Education Residency Policy:

A. Administrator shall maintain his principal residence within thirty (30) miles of the nearest district boundary unless otherwise approved by the Board of Education. The parties mutually agree the definition of principal residence to include rented temporary housing as the Administrator changes residency.

B. If Administrator fails to comply with the terms of this policy, he shall be subject to discharge from employment with Birch Run Area Schools.

20. This Contract contains the entire agreement and understanding by and between the Board and Administrator with respect to the employment of Administrator and no prior or concurrent representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect. All prior contracts or other agreements (written or oral) pertaining to the terms of this contract are cancelled and are superseded by the terms of this contract. Provided, that this contract is voidable pursuant to the provisions of the Revised School Code pertaining to criminal records and criminal history checks.

No amendment to or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board reflected in its minutes, and signed by Administrator and the President and Secretary of 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.

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

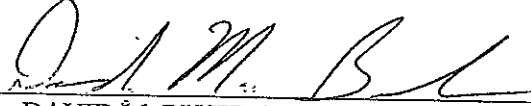
22. Administrator agrees that any claim or suit arising out of Administrator's employment with the Board must be filed no more than six (6) months after the date of the employment action that is the subject of the claim or suit. Administrator understands that the statute of limitations for claims arising out of an employment action may be longer than six (6) months, but agrees to be bound by the six (6) month period of limitation set forth herein and waives any statute of limitations to the contrary. Should a court of competent jurisdiction determine that this provision allows an unreasonably short period of time to commence a law suit, it is the intent of the parties that the court enforce this provision

to the extent possible and declare the law suit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.

23. This Agreement is executed on behalf of the Birch Run Area Schools pursuant to the authority granted as contained in the resolution of the Board adopted on \_\_\_\_\_, 2010, the same being incorporated herein by reference.

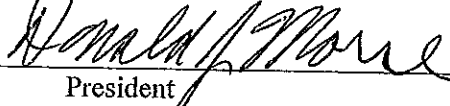
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

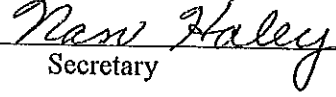
Date: 7/22/2010

  
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DAVID M. BUSH, ADMINISTRATOR

BIRCH RUN AREA SCHOOLS  
BOARD OF EDUCATION

Date: 7-22/2010

By   
\_\_\_\_\_  
President

By   
\_\_\_\_\_  
Secretary