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**ADMINISTRATOR'S EMPLOYMENT CONTRACT
BETWEEN
ROGER M. RATHBURN
AND THE BOARD OF EDUCATION OF THE
THREE RIVERS COMMUNITY SCHOOLS**

Pursuant to Section 132 of the Michigan School Code and in accordance with the action taken by the Board of Education at its meeting of October 11th, 2010 this Contract of Employment constitutes an agreement between the Board of Education of the Three Rivers Community Schools (subsequently referred to as "Board of Education", "Board" or "School District") and Roger M. Rathburn, as Superintendent (subsequently referred to as "Administrator"). The terms of the Contract are provided below.

1. **TERM.** The Administrator is employed for a four (4) year period from July 1, 2010, through June 30, 2014, subject to extension, nonrenewal and discharge as provided in this Contract. An extension to this agreement will be granted should it become apparent that the Administrator has not yet achieved 30 years credited service toward retirement by June 30th, 2014 for as long a period as necessary to ensure the achievement of 30 years credited service. Any extension beyond June 30th, 2014 shall be on a per diem basis as necessary to complete the 30 years of credited service or replacement process as the Administrator anticipates retiring on that date.
 - A. The Board shall review this Contract annually with the Administrator, and shall, on or before April 1 of each year, take official action to either extend or not to extend the Contract for an additional year. The Board shall notify the Administrator of its action in writing.
 - B. Notification of nonrenewal of the Contract shall be provided to the Administrator in writing at least 90 days before the Contract termination date, or the Contract is renewed for an additional one-year period.
2. **DUTIES.** The Administrator shall perform the duties and responsibilities of Superintendent of Schools as prescribed by the Board of Education pursuant to the Michigan School Code and as may be established, modified and/or amended from time to time by the Board. The Administrator acknowledges the ultimate authority of the Board with respect to his duties and agrees to faithfully perform those duties and responsibilities assigned by the Board and to comply with the directives of the Board with respect thereto. The Administrator agrees to comply with and fulfill all duties and responsibilities and task required by state and federal law and regulations and by the Board and to carry out the education programs and policies of the School District for which he is responsible during the entire term of this Agreement. Further, the Administrator 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.

3. **CERTIFICATION/CREDENTIALS.** The Administrator represents that he possesses, holds and will maintain all certificates, credentials and qualifications as required by law, including the administrative rules of the Michigan Department of Education, and those required by the Board, for the position of Superintendent. If at any time the Administrator fails to maintain all certificates, credentials, continuing education requirements, and/or qualifications for the position of Superintendent, the Board may automatically terminate this Contract and the Board shall have no further contractual obligations.
4. **EVALUATION.** Annually, but no later than April 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. At least thirty (30) days before his performance evaluation the Administrator shall have full knowledge of the written evaluation instrument and shall be provided the opportunity to discuss the evaluation instrument with the Board prior to its use.
5. **TENURE EXCLUSION.** The Administrator agrees that he shall not be deemed to be granted continuing tenure in any administrative position 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. Nor shall the decision of the Board not to continue or renew the employment of the Administrator 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 provision of the Michigan Teachers' Tenure Act.
6. **COMPENSATION.** In consideration of his performance of the duties and responsibilities of the position assigned and in conformance with the requirements and expectations of the Board as set forth in the Contract, the Board agrees to pay the Administrator for his services an annual rate of One Hundred Twenty Nine Thousand Nine Hundred Forty Four Dollars (\$129,944) inclusive of a one-time \$600 stipend for the year 2010-2011 in twenty-six (26) equal bi-weekly installments beginning with the commencement of the fiscal/contract year (July 1 – June 30) and, in accordance with the School District's standard pay schedule. The twenty-six installments shall be through direct deposit. Years 2,3 and 4 of this agreement shall have a base salary of \$129,344.
 - A. The Board of Education retains the right to adjust the Administrator's annual salary during the term of this Contract. Any adjustment in salary shall not reduce the annual salary below the figures specified in this section except as otherwise provided in this Contract. Any adjustment in salary which is made during the duration of this Contract shall be in the form of a written amendment and shall become part of this Contract when executed by the Board and the Administrator, but it shall not be considered that the Board has entered into a new contract with the Administrator that the contract termination date has been extended. However,

this provision shall not preclude the Administrator and the Board from mutually agreeing to an extension of the existing Contract.

- B. Using the base salary of 129,344 for the first contract year, the Administrator will receive a salary increase each year for the 2011-2012, 2012-2013, and 2013-2014 fiscal/contract year equal to the percentage increase given to the professional staff for each school year.
 - C. Upon separation of the Administrator 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 rendered during the fiscal/contract year. Any amounts due to the Administrator upon separation shall be remitted by the Board to him within thirty (30) calendar days. Any salary amounts received by the Administrator in excess of days actually worked during the fiscal/contract year shall be deducted from the Administrator's remaining wages. The Administrator, by executing this Contract of Employment, hereby gives his written consent for such deduction. Any wage overpayments not recoverable by the Board through wage deduction shall be remitted to the Board within thirty (30) calendar days of separation from employment.
7. **INSURANCE BENEFITS.** All insurance benefits are subject in all respects to the rules, regulations and contractual provisions, including eligibility, of the various benefit plans provided by the School District, including the selection by the Board of alternative providers. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policy holder and/or third party administrator, the Board shall make premium payments on behalf of the Administrator and his eligible dependents for the following insurance programs:
- A. Full Family Three Rivers community Schools Health Care Fund
 - \$10/\$20 Drug Card
 - \$100 monthly contribution effective January 1st, 2011
 - B. Full Family SET Ultra Dent
 - C. Full Family SET Ultra Vision
 - D. Long-term Disability Insurance satisfying the specifications of a 90-day waiting period and 60% of base salary
 - E. Term Life Insurance at 2 x base salary
 - F. Full MIP

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 mutually agreed upon, is maintained during the term of this Agreement. The Board shall not be required to remit premiums for any insurance coverages for the Administrator and his eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder or third-party administrator. The terms of the agreed upon contract or policy issued by the agreed-upon insurance company or third-party administrator shall be controlling as to all matters concerning

benefits, eligibility, coverage, termination of coverage, and other related matters. The Administrator 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.

8. **LEAVE**

- A. **SICK LEAVE.** If the Administrator is absent from duty on account of personal illness or disability, he shall be allowed full pay for a total of ten (10) days for each year of employment pursuant to this Contract, with a maximum accumulation of up to one hundred thirty (130) days.

After five (5) years of employment in the School District, if the Administrator leaves the employment of the School District (except for discharge for cause), he shall be reimbursed for all unused sick leave days as set forth herein. The first fifty (50) accumulated days shall be paid at the rate of Ten Dollars (\$10.00) per day. Any days from fifty-one (51) to the maximum accumulation shall be reimbursed at Twenty-five Dollars (\$25.00) per day. The maximum payment shall be Two Thousand Five Hundred Dollars (\$2,500.00).

Should the administrator retire effective June 30, 2014 as anticipated or later, the rate of compensation for unused sick leave shall be \$100 per day minus the aforementioned \$2,500 for a maximum payment of \$10,500 plus applicable Social Security.

- B. **DISABILITY LEAVE.** In the event of the Administrator'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 Administrator under Section 8.A. of this Contract. The Administrator shall first exhaust any accumulated sick leave.

Upon utilizing leave under this provision, the Administrator shall furnish medical certification to the Board regarding the necessity for the leave. Medical certification shall be supplied by the Administrator as a condition of any leave extension. If the Board has reason to doubt the validity of the medical certification supplied by the Administrator, 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 Administrator shall provide to the Board a fitness for duty certification from the Administrator's health care provider. A second opinion may be required by the Board, as its expense, unless the securing of the second opinion in this context is precluded by the Family and Medical Leave Act.

- C. **PERSONAL DAYS.** The Administrator shall be granted five (5) days each fiscal/contract year to conduct personal business. Unused personal leave days shall roll over into the Administrator's personal sick leave bank.
9. **VACATION.** The Administrator shall be granted vacation time of twenty (20) working days per fiscal/contract year, excluding weekends and school District holidays, during which time his compensation shall be paid in full. The Administrator shall not use more than five (5) days while students are in session to ensure minimal disruption. Any vacation days earned during each fiscal/contract year must be used during that year. Unused vacation days shall be deemed to be lost, in the event there are any unused vacation days remaining in the fiscal/contract year or this Contract expires. If the Administrator is discharged, any unused vacation days earned during the fiscal/contract year, up to the point of termination, shall be paid at the applicable per diem rate. The Administrator shall not receive any additional compensation in lieu of use of vacation days without the express agreement of the Board.
- ~~10.~~ **HOLIDAYS.** The Administrator shall receive the same holidays as the professional staff receives during the school year, as well as July 4 and either the day before or after the July 4 holiday.
11. **EXPENSES.** The Administrator shall be eligible to be reimbursed for travel, meals and lodging in accordance with the per diem expense and reimbursement policy procedures established by the Board. The Administrator shall be required to present an itemized account of his reasonable and necessary expenses in accordance with direction of the Board.
12. **PROFESSIONAL DEVELOPMENT**
- ~~A.~~ **PROFESSIONAL DUES.** The School District agrees to pay the Administrator's professional dues for membership in appropriate professional organizations as expressly approved by the Board.
- B. **PROFESSIONAL GROWTH.** Subject to prior approval by the Board and consistent with budgetary allocations, the Administrator may attend appropriate professional meeting at the local, state and/or national levels and shall be reimbursed for any registration fees, tuition, travel, lodging and/or reasonable meal expenses for himself not prepaid by the Board. An itemized expense statement with receipts shall be prepared by the Administrator and filed with the business office prior to reimbursement. The Administrator shall be reimbursed for reasonable, itemized expenses of such attendance as determined by the Board.
13. **OUTSIDE CONSULTING ACTIVITIES.** Although the Administrator agrees that he will devote his time, attention and energy to School District, he may serve as a consultant to other districts, education 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 Administrator's responsibilities to the School

District. The Administrator will apprise the Board of such activities. The Administrator 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 Administrator's performance of such outside activities.

14. **MEDICAL EXAMINATION.** The Administrator agrees to have a comprehensive medical examination once every year. The Administrator shall provide the Board President with a letter from the physician certifying the Administrator is physically and mentally fit to perform his job duties and responsibilities. The letter of certification shall be placed in the Administrator'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 Administrator 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 the Contract.

Additionally, upon request of the Board, the Administrator shall authorize the release of medical information necessary to determine if the administrator 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 Administrator 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 inquires shall be considered and treated as confidential.

15. **RESIDENCY.** The Administrator agrees to maintain his actual residence and legal domicile within the boundaries of the Three Rivers Community Schools.
16. **ERRORS AND OMISSIONS INSURANCE COVERAGE.** The Board agrees to pay the premium amount for errors and omissions insurance coverage for the 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 \$1,000,000. The terms of the errors and omissions insurance policy shall be controlling regarding the defense and indemnity of the Administrator. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions coverage.
17. **CONTRACT TERMINATION.** The Board shall be entitled to terminate the Administrator's employment at any time during the term of this Contract for any reasons which is not arbitrary and capricious.

The foregoing standard 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.

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. 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 thereunder.

- 19 **AMENDMENT.** This Contract contains the entire agreement and understanding 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 herein 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 terminated and shall hereafter be of no force or effect whatsoever. No change, modification or extension of this Contract shall be valid or binding unless it is in writing and signed by the Administrator 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.

- 20 **SEVERABILITY.** If any provision of this Contract 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 provisions.

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

ON BEHALF OF THE THREE RIVERS
COMMUNITY SCHOOLS BOARD OF
EDUCATION

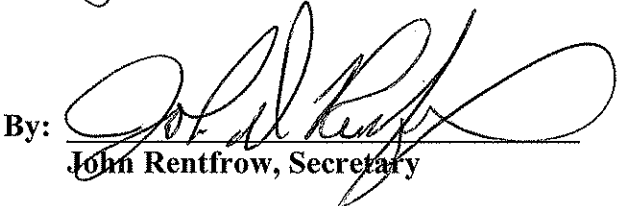
Dated: Oct 11th 2010

By: 
Susan Schmidtendorff, President

Dated: Oct. 11th, 2010

By: 
Matthew Bradford, Vice President

Dated: OCTOBER 11TH, 2010

By: 
John Rentfrow, Secretary

Dated: Oct. 11 2010

By: 
Waneta Truckey, Treasurer

ADMINISTRATOR

Dated: October 11th, 2010

By: 
Roger M. Rathburn