

SUPERINTENDENT CONTRACT

This Contract is made and entered into this 13th day of September 2010 by and between the Board of Education of the Wayland Union Schools, at 500 100th Street SW, Byron Center, MI 49315-8539, hereinafter sometimes referred to as "Board" or "District", and NORMAN TAYLOR, hereinafter sometimes referred to as "Superintendent".

The Board and the Superintendent, in consideration of the premises and the covenants herein specified, agree as follows:

1. TERM. The Board hereby employs and the Superintendent hereby accepts employment as Superintendent of Schools for a term commencing September 14, 2010 and ending June 30, 2013. This Contract is also subject to nonrenewal pursuant to the Michigan Revised School Code (MRSC) and to termination as described in Section 9.

2. QUALIFICATIONS. At all times during the term of this Contract, the Superintendent represents that he holds all certificates and other qualifications as required by the Board, state law (including the MRSC), the State Board of Education, and any applicable accrediting organization. If at any time the Superintendent fails to meet the applicable requirements, he shall promptly notify the Board President. If this failure is not remedied within a reasonable time, this Contract may be terminated and in such event, the Board's obligations under this Contract shall cease.

3. PROFESSIONAL RESPONSIBILITIES OF SUPERINTENDENT. The Superintendent shall perform the usual and necessary duties and tasks of the chief executive officer of a school district in a competent and professional manner, subject to the satisfaction, direction, and control of the Board of Education of the District, which shall be the sole judge of performance. Without limiting the generality of the preceding, such duties and tasks shall include and be subject to the following:

A. Duties. The Superintendent shall have charge of the administration of the schools under the direction of the Board of Education and shall administer the District according to applicable law and regulations, Board policy and the requirements, directives, regulations and guidelines of the Board of Education. He shall be the chief executive officer of the District and shall, in general, perform all duties incident to the office of superintendent of schools and such other duties as may be prescribed by the Board.

B. Services. This Contract is intended by the parties to be a full-time contract. The Superintendent shall devote his full time, energies and attention to the functions of superintendent at all times during the term of this Contract. Superintendent shall remain available to meet the responsibilities of the superintendent of schools on such occasions as are necessary.

C. Relationship to the Board. The Board shall promptly refer all criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendation unless the Board determines that the welfare of the District, its students

or its staff requires action inconsistent with this provision. The Superintendent shall have the obligation, unless excused, to attend all board meetings and serve as an ex-officio member of all board committees.

D. Outside Activities. The Superintendent shall devote the necessary time, attention, and energy to the business of the District. Participation in outside professional activities by the Superintendent shall be subject to approval by the Board in its discretion where the time requirement for such activities is anticipated to be substantial (e.g., conferences, which require the Superintendent's absence from the District for two or more regular business days). In the event the Board, in its sole discretion, determines that any such outside activities interfere with the Superintendent's satisfactory performance or the time necessary for satisfactory performance of his duties, it may require the Superintendent to cease some or all of such activities. Superintendent shall use personal or vacation time to conduct professional activities for which he receives fees for services or he shall provide the fees to the District.

E. Incorporation of Laws. Notwithstanding and not as a modification of any other specification or reference herein, this Contract is subject to and includes all applicable laws of the federal and state governments and all duly adopted policies, rules, and regulations of the District as are in effect or become in effect during the term of this Contract; and the Board specifically reserves the right to change such policies, rules, and regulations at any time.

F. Residence. The Superintendent is encouraged to establish and maintain his primary residence within the boundaries of the District during the term of this Contract.

4. COMPENSATION. The District shall pay the Superintendent as remuneration for his services an annual base salary of \$130,000.00, and the District shall also make an annual non-elective contribution into a 403(b) account designated by the Superintendent in an amount equal to 9% of his base salary, each of which shall be prorated for the initial year (80%). The annuity contribution will be made not later than the June 30 of each year. The base salary and other components of his annual remuneration may be increased from time to time by written addendum to this Contract signed by each of the parties hereto; typically, the increase shall occur on or before July 1 for the succeeding fiscal year. In the event that there is no agreement by July 1, Superintendent's salary shall continue at not less than the previous year, absent mutual agreement to reduce same, however, this provision does not preclude subsequent mutually agreed upon increases. Base salary shall be payable consistent with the customary payroll practices of the District.

In addition, consistent with the requirements of Race-to-the-Top legislation, the Superintendent shall be eligible for a merit pay bonus during the second and third years of the Contract, on terms to be mutually established as part of the overall goal setting. The criteria for such merit pay bonus shall be by mutual agreement and shall include student growth criteria as well as other job performance criteria. If available, guidelines to be promulgated by the Michigan Department of Education will also be considered.

All payments under this Contract shall be subject to such withholding and deductions as may be required pursuant to applicable laws, government regulation, District policy, or order, or by written agreement with, or the written consent of, the Superintendent.

5. FRINGE BENEFITS. The Board shall provide the Superintendent with the benefits described in Addendum A. Any benefits not specifically addressed within the Addendum will be administered according to the benefits provided to other District administrators.

6. PROFESSIONAL LIABILITY. For any action or non-action taken by the Superintendent, the District agrees 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 as agent and employee of the District, provided the incident arose while the Superintendent was acting within the scope of his employment, such liability coverage is within the authority of the District to provide under state law, and excluding criminal litigation; it is further understood that in no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings. The Superintendent shall immediately notify the Board of any request for indemnification for any claim or action against him. The Board and the District have the right to conduct the defense of any such claim or action and the Superintendent shall fully cooperate with the Board and the District in the defense. The District may purchase liability insurance to cover its responsibilities set forth above. It is understood that the provisions above shall remain applicable and in effect even after the Superintendent terminates his employment with the District.

7. EVALUATION CRITERIA. The criteria by which the Superintendent shall be evaluated shall include the Superintendent's compliance with and implementation of the Board's policies. To the extent required by the MRSC, student growth criteria shall also be considered. Within ninety (90) calendar days after the beginning of this Contract and before October 1 of each subsequent year, the Board and Superintendent will mutually establish specific objectives against which the Superintendent's performance will be evaluated. In the event mutual agreement is not reached in writing and signed by such dates, or another mutually agreed upon date, the Board will establish such objectives.

8. EVALUATION. The Board shall evaluate and assess in writing the performance of the Superintendent during the term of this Contract pursuant to applicable District evaluation procedures and state law, not less than once each contract year. An annual review shall occur each year of this Contract, at a time to be mutually agreed during the first year and during February of the second and third years of this Contract. The Superintendent shall remind the Board in writing of the upcoming evaluation in the month preceding the month of evaluation. The Superintendent may also request semi-annual evaluation conferences to be conducted in closed session at his request.

Nothing in Sections 7 or 8, or the implementation of these sections, shall be deemed to create or to be a prerequisite to or a condition of dismissal, termination, or other personnel actions taken by the Board regarding the Superintendent. A failure to evaluate in a timely manner shall not be construed as an evaluation of satisfactory performance.

9. TERMINATION OF EMPLOYMENT CONTRACT. This employment Contract may be terminated by:

A. Mutual Agreement. This Contract may be terminated by mutual agreement of the parties.

B. Absence of Superintendent. The parties acknowledge that the Superintendent's presence on the job is crucial to the success of the District. Accordingly, and subject to any applicable requirements of state or federal law, the District may terminate this Contract by written notice to the Superintendent at any time after the Superintendent has been absent without pay from his employment because of illness or injury for a continuous period of ninety (90) days. All obligations of the District under this Contract shall cease upon such termination.

The District may terminate this Contract at anytime it is determined that the Superintendent will be absent from work indefinitely, provided that in the event of such termination the Superintendent shall be paid for all accrued but unused leave available under this Contract. If a question exists concerning the capacity of the Superintendent to return to his duties, the District may require the Superintendent to submit to an appropriate medical examination. The District and the Superintendent shall mutually agree upon the physician who shall conduct the examination. If the parties are unable to mutually agree upon a physician, a physician shall be designated by the Board President. Any such examination shall be done at the expense of the District. The physician shall limit his or her report to the issue of whether the Superintendent is able to perform the essential functions of a superintendent of schools with or without reasonable accommodation.

Nothing in this section shall limit the Board's exercise of its rights under Subsections 9.C or 9.E.

C. Discharge for Cause. Throughout the term of this Contract the Superintendent shall be subject to discharge for good and just cause, which shall include, but not be limited to, the failure to perform the material duties assigned to the Superintendent; engaging in conduct injurious to the District; commission of one or more acts or omissions constituting misfeasance or malfeasance; conviction of a felony or other crime of moral turpitude or a circuit court misdemeanor or any offense involving (i) use of alcohol, illegal drugs, prescribed drugs contrary to prescription or (ii) students, parents or employees of the District; knowingly, negligently, or intentionally acting or failing to act in violation of any applicable law, judgment, rule, regulation, order or District policy where, in the judgment of the Board such action or inaction has an adverse effect on the District; acting or failing to act in a way which constitutes a material breach of this Contract or otherwise engaging in conduct which constitutes "cause" for dismissal under applicable legal principles; dishonesty in relation to the performance of his duties or causing detriment to the District; conduct that causes public shame, humiliation, embarrassment or is otherwise detrimental to the District; a positive drug test for prohibited, or the misuse of prescribed, drugs; any abuse or misuse of alcohol detrimental to the District. The parties agree that the Superintendent's violation of or failure to

implement Board policies as required by the Board may be deemed by the Board as cause for discharge.

D. Procedure. The Board shall not discharge the Superintendent for cause unless he has first been given written notice of charges and an opportunity for a hearing. If the Superintendent timely requests a hearing, the Board of Education shall hold the hearing or direct an independent hearing officer of its choice to conduct the hearing and to make findings of fact and nonbinding recommendations to the Board. If the Superintendent chooses to be accompanied by legal counsel at the hearing, the Superintendent's legal expenses shall be paid by the Superintendent.

E. Unilateral Termination by District. The District may unilaterally terminate this Contract without cause or hearing before expiration of its term upon payment of one year's salary as defined in Section 4, provided that Superintendent signs a waiver and release of all claims. Superintendent waives all provisions of law arguably inconsistent with or contrary to this provision including but not limited to Section 1229 of the Michigan Revised School Code.

F. Unilateral Termination by Superintendent. The Superintendent may unilaterally terminate this Contract only upon three months' prior written notice to the Board, during which three months the Superintendent shall continue to perform his obligations to the District, if requested by the Board.

G. Death of the Superintendent. This Contract shall automatically terminate upon the death of the Superintendent; however, the Superintendent's estate shall be paid one-month's salary in addition to earned salary as of the date of his death.

H. Effect of Termination. Except as expressly provided in this Contract, in the event the Superintendent's employment is terminated for any reason, all obligations of the District hereunder shall terminate.

10. TENURE. The Superintendent shall not be considered to be granted continuing tenure or to acquire tenure as Superintendent of Schools by virtue of this Contract or in any other administrative or assigned capacity. The District's failure to continue the Superintendent's employment after the term of this Agreement, or re-employ him in any other capacity, will not be considered a breach of this Agreement.

11. BINDING ARBITRATION. In the event of a dispute between these parties arising out of a Contract termination (excluding 9E and 9F terminations), or imposition of an unpaid disciplinary suspension, Superintendent may submit a written request to the Board President within fifteen days of receipt of notice of such action. In the event that the parties are unable to agree on an arbitrator within fifteen days after receipt of Superintendent's request, the parties shall select an arbitrator with the assistance of the Federal Mediation and Conciliation Service and the hearing shall be governed by the labor arbitration rules of the American Arbitration Association ("AAA"). Each party shall be responsible for its own costs and fees to FMCS and its own legal counsel and witness costs. The arbitrator's fees shall be shared equally. The arbitrator's award shall be issued within thirty days of completion of the hearing (unless the

parties otherwise agree) and shall be final and binding on the parties. The Superintendent, the Board, or the District may move for entry of judgment on such an arbitration award in any court of competent jurisdiction. This paragraph does not apply to a decision by the Board or the District not to renew this Agreement, which decision may not be submitted to final and binding arbitration.

12. WAIVER. Waiver by either party of a breach of any provision of this Contract shall not be construed as a waiver of a breach of any other provision or of any subsequent breach.

13. SAVINGS CLAUSE. If, during the term of this Contract, it is found that a specific clause of this Contract is illegal under federal or state law, the remainder of the Contract not affected by such a ruling shall remain in full force and effect.

14. BINDING EFFECT. This Contract is one for personal services to be provided by Norman Taylor only and may not be assigned. Any compensation due and payable to Norman Taylor under this Contract shall be payable to his heirs and legal representatives in the event of his death.

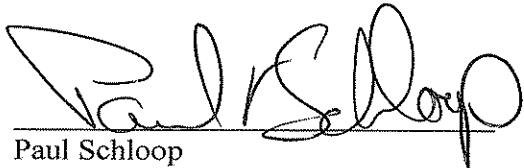
15. MICHIGAN. This Contract, and the rights and obligations of the parties hereto, shall be interpreted and construed in accordance with the laws of the State of Michigan. It is agreed that Allegan County is the proper venue for any disputes arising under this Contract as written.

16. ENTIRE AGREEMENT. This Contract sets forth the entire agreement between the parties concerning employment of the Superintendent and supersedes all prior agreements and understandings between the parties, whether written or verbal, concerning these matters. Except as otherwise stated herein, changes to this Contract, whether by way of addition, deletion or both, are not binding unless in writing and signed by both parties. In signing this Contract, Superintendent does not rely upon any representation or inducement other than those set forth herein. It is agreed that no individual Board member has any authority to enter into any new or different Contract of Employment with Superintendent other than as set forth herein.

Balance of page intentionally left blank

IN WITNESS WHEREOF, the Board has caused this Contract to be approved on its behalf by a duly authorized officer of the Board of Education and the Superintendent has approved this Contract effective on the 14th day of September 2010.

WAYLAND UNION SCHOOLS
BOARD OF EDUCATION



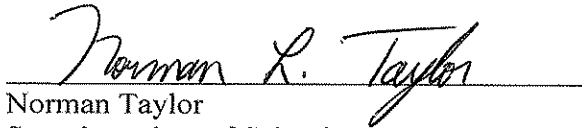
Paul Schloop
President, Board of Education

ATTEST:



Gary Wood
Secretary, Board of Education

SUPERINTENDENT



Norman Taylor
Superintendent of Schools

ADDENDUM A TO WAYLAND UNION NORMAN TAYLOR CONTRACT 2010-2013

SEPTEMBER 13, 2010

A. Insurance Benefits: The Board agrees to furnish to Superintendent the Health, Dental, LTD and Vision insurance protection provided to its administrators. The Board reserves the right, after consultation with the Superintendent, to modify the insurance protection but in no case shall the Superintendent's benefits be less than the protection provided to its other administrators. The Board reserves the right to identify the carrier of all such insurance protection.

B. The Board of Education agrees to furnish Term Life Insurance of \$150,000.

C. Thirteen (13) sick days per year accumulated up to a maximum of 150 days. In the event that Superintendent is eligible for Long Term Disability, and has not yet accumulated sufficient sick days to cover the waiting period, the Board shall provide additional sick days until the waiting period is satisfied. There is no payout of accumulated sick days.

D. Three (3) personal days may be used annually and may be accumulated up to four (4) days.

E. Twenty-three (23) vacation days, prorated the first year to 18.5. The vacation days for every year thereafter shall be determined by the Board, but shall be no less than the current twenty-three (23) days. Vacation days may not be cumulative, however, unused days from the first year only may be carried over throughout the term of this agreement. In the second year of the Contract, up to ten (10) vacation days can be carried over to the third year, for a maximum of thirty-three (33) vacation days. In addition, up to five (5) vacation days annually may be cashed in for payment at the then current per diem rate calculated at the base salary divided by 260 days. Vacation days (five or more at one time and up to ten) may be taken while school is in session on prior notice to the Board President. Unused vacation days shall be paid at resignation or retirement at the then applicable per diem rate calculated by the base salary divided by 260 days.

F. Vacation days shall be in addition to the following holidays recognized by the District:

July 4th
The Friday before Labor Day
Labor Day
Thanksgiving
The Friday following Thanksgiving
Christmas Eve Day
Christmas Day
New Year Eve Day
New Yeats Day
Memorial Day

G. Bereavement Leave:

Five (5) days leave with pay and not chargeable against sick leave allowance shall be granted for the death of spouse, parents, stepparents, children, stepchildren, brothers and sisters. Leave, chargeable against sick leave, shall be allowed for death of mother-in-law, father-in-law, grandparents, grandchildren, or any other person living in the same household with the Superintendent.

One (1) day for attendance at a funeral of a person outside the immediate family. A maximum of two (2) days is allowed and is deducted from sick leave or vacation leave; whichever the Superintendent designates.

H. Other Leave:

If called for jury duty or to give testimony before a judicial tribunal, the Superintendent shall be compensated for the difference between his salary and the compensation received for the performance of such obligation. Time spent on jury duty shall not be chargeable against vacation or sick leave provided such leave was not volunteered by the Superintendent.

Presentations at professional organizations may be agreed upon by the Superintendent and the President of the Board of Education for leave time. Any compensation shall be turned into the District.

Sabbatical leave will not be granted.

I. Membership Dues:

Membership dues to professional organizations and the cost of attending meetings of professional organizations shall be mutually agreed in advance between the Superintendent and Board President.

AMENDMENT TO SUPERINTENDENT CONTRACT

THIS AMENDMENT TO CONTRACT, made and entered into this 12th day of December, 2011, is an amendment to the Superintendent Contract (the "Contract") dated September 13, 2010, between the Board of Education of the Wayland Union Schools, hereinafter referred to as "Board" or "District," and Norman Taylor, hereinafter referred to as "Superintendent." The Contract is amended as follows:

1. Paragraph 1 of the Contract shall be amended and restated in its entirety as follows:

1. TERM. The Board hereby employs and the Superintendent hereby accepts employment as Superintendent of Schools for a term commencing September 14, 2010 and ending June 30, 2014. This Contract is also subject to nonrenewal pursuant to the Michigan Revised School Code (MRSC) and to termination as described in Section 9.

2. Paragraph 3.F. of the Contract shall be amended and restated in its entirety as follows:

F. Residence. The Superintendent is encouraged to establish and maintain his primary residence within the boundaries of the District during the term of this Contract. If, during the term of the Contract, the Superintendent relocates his primary residence within the boundaries of the District, the Superintendent shall be paid a moving allowance in the amount of \$7,500.00.

3. Paragraph 4 of the Contract shall be amended and restated in its entirety as follows:

4. COMPENSATION. The District shall pay the Superintendent as remuneration for his services an annual base salary of \$130,000.00, and the District shall also make an annual non-elective contribution into a 403(b) account designated by the Superintendent in an amount equal to 9% of his base salary for a given year, each of which shall be prorated for the 2010-11 school year (i.e., 80% proration). For the 2011-12 school year only, for services rendered after the date of this Amendment to Contract, the District shall make an additional non-elective contribution into a 403(b) account for the Superintendent in the amount of \$1,300.00. The above 403(b) annual contribution percentage shall increase to 11% for the 2012-13 school year and 12% for the 2013-14 school year. The annuity contribution will be made not later than the June 30 of each year. The base salary and other components of his annual remuneration may be increased from time to time by written addendum to this Contract signed by each of the parties hereto; typically, the increase shall occur on or before July 1 for the succeeding school year. In the event that there is no agreement by July 1, the Superintendent's salary shall continue at not less than the previous year, absent mutual agreement to reduce same, however, this provision does not preclude subsequent mutually agreed upon increases. Base salary shall be payable consistent with the customary payroll practices of the District.

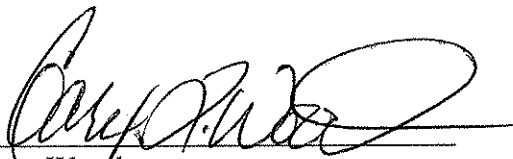
In addition, consistent with the requirements of Race-to-the-Top legislation, the Superintendent shall be eligible for a merit pay bonus during the term of this Contract, on terms to be mutually established as part of the overall goal setting. The criteria for such merit pay bonus shall be by mutual agreement and shall include student growth criteria as well as other job performance criteria. If available, guidelines to be promulgated by the Michigan Department of Education will also be considered.

All payments under this Contract shall be subject to such withholding and deductions as may be required pursuant to applicable laws, government regulation, District policy, or order, or by written agreement with, or the written consent of, the Superintendent.

4. Except for the above amendments, the Contract shall remain in full force and effect.

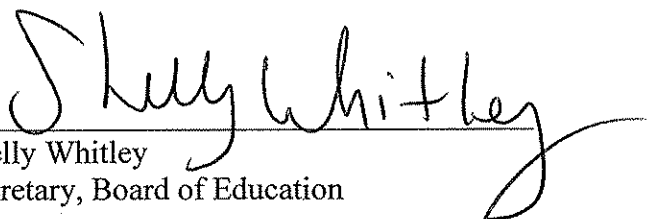
IN WITNESS WHEREOF, the Board has caused this Contract to be approved on its behalf by a duly authorized officer of the Board of Education and the Superintendent has approved this Contract effective on the 12th day of December, 2011.

**WAYLAND UNION SCHOOLS
BOARD OF EDUCATION**



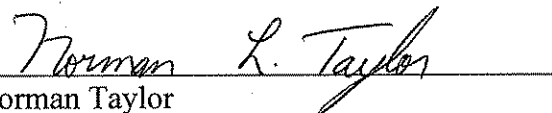
Gary Wood
President, Board of Education

ATTEST:



Shelly Whitley
Secretary, Board of Education

SUPERINTENDENT



Norman Taylor
Superintendent of Schools