

CLIO AREA SCHOOL DISTRICT
Supm **SURINTENDENT'S CONTRACT**
HH **S. M. DR. JAMES TENBUSCH**
(July 1, 2011 through June 30, 2014)

THIS AGREEMENT is made by and between the Board of Education (the "Board") of Clio Area School District, Genesee County, Michigan (the "School District") and Dr. James Tenbusch (the "Superintendent").

In consideration of the mutual promises herein contained, the Board and the Superintendent agree as follows:

1. **EMPLOYMENT.** In accordance with the appropriate provisions of the School Code of Michigan, and any other applicable state and federal laws, the Superintendent is hereby employed as Superintendent of Schools of the School District under this multi-year contract for the three (3) year period beginning July 1, 2011, and extending through June 30, 2014. The contract year under this contract is July 1 through the immediately following June 30. With the approval of the Board's President, the Superintendent may work on an occasional day to day basis before July 1, 2011, in order to facilitate the administrative transition, with compensation on a per diem (1/220) based on the salary set forth in paragraph 3 below.

2. **DUTIES.** The duties of the Superintendent shall be those duties prescribed by the laws and regulations of the State of Michigan and by the policies, regulations and directions of the Board, all of the foregoing as may be amended or modified from time to time, and as are reasonably incidental to the position of Superintendent.

3. **SALARY.** The Board, as compensation for the duties set forth in this contract, will pay the Superintendent an annual salary of at least ONE HUNDRED SIXTY-SEVEN THOUSAND AND NO/100 (\$167,000.00) DOLLARS for each contract year, payable in equal installments in the same manner as the salaries of other twelve-month administrators in the

School District are paid. The Board may not unilaterally decrease the salary but reserves the right to increase from time to time the salary and benefits payable hereunder, based upon performance evaluation, without entering into a new contract or extending the term of this contract. Any such increase shall be in the form of an amendment to this contract, approved by vote of the Board and signed and dated by the Board President, Board Secretary, and Superintendent.

4. **SALARY ADJUSTMENTS.** The Board agrees to engage in a joint compensation review process that will allow the Superintendent's base salary to increase annually based on a mutually determined rubric of performance indicators.

5. **AUTOMOBILE/TRAVEL EXPENSES.** The Board shall provide the Superintendent with an automobile expense reimbursement stipend of FIVE HUNDRED AND NO/100 (\$500.00) DOLLARS per month for travel within the School District and the Genesee County area. Business use of automobiles outside of this area shall be reimbursed on the same basis as the central office administrators. The stipend shall be reported as income to the extent required by law. The Superintendent shall provide the automobiles used in the performance of the Superintendent's duties and insure them with an insurer and in amounts and coverages reasonably satisfactory to the Board. In addition to the automobile reimbursement stipend, the Board shall reimburse the Superintendent for other transportation costs on the same basis as for other administrative personnel and within the constraints established by the annual budget of the Board.

6. **COMPETITIVE GRANT WRITING.** The Board agrees to pay the Superintendent a grant writer fee equal to his hourly rate for any competitive grants that the Superintendent secures on behalf of the District. This provision is in recognition of the extra

work entailed in preparing a competitive grant application that falls outside of the normal and customary duties performed in the administration of the school district. Said fee will only be paid for competitive grants funded and not for competitive grants applied for, but not funded.

Said hourly rate shall be calculated by applying the following formula: current base salary ÷ 220 (base contract work days) ÷ 8 (base hours per day). Example: \$167,000 ÷ 220 ÷ 8 = \$94.87/hr. A separate time sheet shall be maintained by the Superintendent for any outside grant writing activities and submitted to the Board in the form of a "Statement for Professional Grant Writing Services." The maximum amount paid to the Superintendent for any grant writing project shall not exceed SEVENTY-FIVE AND NO/100 ^{44 hundred (\$m)} DOLLARS, regardless of the total amount of the grant applied for, and shall only be paid if the competitive grant applied for is funded.

Any grant proposal prepared under this section must be fully vetted and commissioned by the Board, based on a review of the appropriate Request for Proposal (RFP) and application materials in an open session of a board meeting. All conditions and implications for accepting a grant, should it be funded, must be discussed prior to the Board's commissioning the Superintendent to prepare a proposal (i.e. matching grant requirements (if any), alignment with existing district goals and objectives, and sustainability of project after grant funds have expired).

7. **RESIDENCY.** The Superintendent shall establish residency in sufficient proximity to the School District to establish a strong presence in the school community and be available for consultation on a 24/7 basis.

8. **MOVING EXPENSE REIMBURSEMENT.** The Board shall reimburse the Superintendent for the reasonable expenses of moving the Superintendent's current household

from 3114 James Avenue, Winthrop Harbor, IL to the School District or a location sufficient to satisfy the residency requirement of paragraph 7 above. The reimbursement shall be based on the lowest of three quoted estimates for said moving expenses or up to \$10,000, whichever is less.

9. **HEALTH AND DENTAL INSURANCE.** The Board shall provide for the Superintendent and members of the Superintendent's immediate family the health and dental benefit program, as may be amended from time to time, during the term of this contract, in accordance with the basic insurance program provided by the District for its certified 12 month administrative employees.

10. **SICK LEAVE.** The Superintendent shall be granted twenty (20) sick days per year beginning July 1, 2011. Four (4) of the allowed sick days may be used as Personal Business Days at the Superintendent's discretion. Any unused sick days, after termination of this agreement or retirement, will be paid to the Superintendent at the rate of TWENTY AND NO/100 (\$20) DOLLARS per day in one lump sum.

11. **LONG TERM DISABILITY INSURANCE.** The Board shall provide for the Superintendent, Long Term Disability Insurance, as may be amended from time to time, during the term of this contract, in accordance with the current Administrator agreement plan provided by the District for its certified 12 month administrative employees..

12. **LIFE INSURANCE.** The Board shall provide, at its cost, the Superintendent with term life insurance coverage in an amount not less than three (3) times the Superintendent's base annual salary and otherwise on the same basis as provided to the Board's administrators, provided the Superintendent meets the ordinary qualification requirements of the Board's insurer.

13. **HEALTH EXAMINATIONS.** The Superintendent shall submit to a comprehensive health examination by no later than December 1, 2011, and thereafter before January 15 of each contract year. Such health examination shall include tests deemed necessary by the doctor or required by the Board. The cost of such health examination shall be borne by the Board up to a maximum amount of FIVE HUNDRED AND NO/100 (\$500.00) DOLLARS or such greater amount as is necessary to meet the cost of the examination required by the Board. A report as to the Superintendent's health, in a form satisfactory to the Board, shall be presented to the Board, filed separately from the Superintendent's personnel file, and treated as confidential information by the Board. The Superintendent shall further submit to, and furnish the Board with reports of, such health examinations as the Board may from time to time require at its expense.

14. **VACATION.** The Superintendent shall receive twenty (20) working days of vacation each contract year at full pay, in addition to school holidays. The Board President, or Vice President in the absence of the President, shall be advised in advance of all vacations, and prior approval of the Board President, or Vice President in the absence of the President, is required for all vacations which are more than three (3) consecutive working days in length. Vacations are expected to be taken, therefore it is against board policy to carry over any vacation time. Vacations must either be used in the year granted or any unused time will be forfeited.

15. **CERTIFICATE.** The Superintendent shall furnish to the Board, before beginning employment under this contract, a valid and appropriate certificate to act as Superintendent of Schools. Such certificate shall be maintained at all times during the term of this contract.

16. **OUTSIDE ACTIVITIES.** The Superintendent shall confine professional and employment activities to the business of the School District, except as provided in this paragraph or as otherwise approved by the Board. On an occasional, short-term basis approved by the Board's President, the Superintendent shall be permitted to undertake writing, teaching and speaking engagements. Any consulting work undertaken by the Superintendent for compensation must be accomplished on the Superintendent's personal days, vacation days, holidays or other non-duty days. The Board's President shall be notified of the nature of the consulting activities, which shall not interfere with the performance of the Superintendent's duties.

17. **EVALUATION.** By no later than January 15 of each contract year, the Superintendent shall provide the Board with a written self-assessment of overall performance, as well as progress toward achievement of any assigned tasks or goals, provided same have been shared with the Superintendent in writing. Thereafter, at such time as the business of the Board reasonably permits, the Board shall meet with the Superintendent to review the Superintendent's performance, including the progress toward achievement of assigned tasks and goals, assess the working relationship of the Superintendent with the Board, the faculty, the staff, students and the community and consider a salary increase and benefit adjustments for subsequent years. The Board shall make a good faith effort to determine as part of the annual evaluation of the Superintendent whether assigned tasks and goals have been achieved. If so, the Board may, in its sole discretion, consider an extension or rollover of this contract, although nothing prevents the Board and the Superintendent from entering into a new contract or terminating this contract, at the end of the term of this contract. The Board shall also make a good faith effort to begin the evaluation process by mid-January each contract year and complete the process with a written

evaluation of the Superintendent by March 1 and the tasks for the next contract year by May 1. However, in the last year of this contract, the Board shall make every effort to complete the written evaluation process by February 15, to assist the Board and the Superintendent in making a timely decision on renewal of the contract.

18. **TERMINATION FOR CAUSE DURING THE TERM OF THE CONTRACT.** In the event the Board intends to terminate this contract before its expiration for cause, the Board or its designee shall give the Superintendent written notice of such intention, together with a statement of the reasons for termination. Cause includes: failure to maintain the certificate required in paragraph 16 above, neglect of duty, or breach of contract. Within ten (10) days after receipt of such notice, the Superintendent may request in writing a hearing before the Board, which shall be in closed session. If no hearing is timely requested, the termination shall become effective on the date specified in the Board's notice. Pending any hearing requested by the Superintendent, the Board may suspend the Superintendent with pay. At the conclusion of any hearing, the Board shall determine whether to terminate this contract and the Superintendent's employment and so notify the Superintendent in writing.

19. **FORMAL CONTRACT EXTENSION.** In connection with the Board's evaluation of the Superintendent for the second year of this contract, the Board shall determine whether the Superintendent has met the initial goals, as refined in accordance with paragraph 3 above. If the Board determines the goals have been met, the Board and the Superintendent shall discuss the development of new goals and the extension of this contract, or entry into a new contract, for a minimum of one (1) additional year.

20. **AUTOMATIC CONTRACT EXTENSION** Should the Board choose not to engage in the contract extension provision above, it must notify the Superintendent of its intent

not to renew by March 1, 2013, and by March 1st of any subsequent year, otherwise the Superintendent's contract will automatically be extended by another year. In the event of any notice of non-renewal by the March 1st deadline, the Superintendent shall be granted sixteen (16) months to vacate his position. The Superintendent, under these circumstances, must demonstrate a good faith effort to seek other employment prior to the completion of the sixteen (16) month continuation of employment, and the Board shall make a good faith effort to assist the Superintendent through an amicable separation process.

21. **DISPUTE RESOLUTION.** In the event of a dispute between the parties relating to any provision of this contract, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this contract, the parties shall, by mutual written agreement on a case-by-case basis, submit such to binding arbitration. Such arbitration shall be conducted under the rules of, and administered by, the American Arbitration Association. The arbitrator's fee and the expense of the American Arbitration Association shall be shared equally by the parties. All parties are entitled to have representation of their own designation; however, each party shall be responsible for the costs of such respective representation.

22. **UNILATERAL TERMINATION BY THE SUPERINTENDENT.** In the event the Superintendent unilaterally terminates this contract before the end of its term, the Superintendent shall pay to the Board, as liquidated damages, the aggregate costs to the Board of the search to obtain the Superintendent's successor or interim replacement, the amount of which shall not exceed FIVE THOUSAND AND NO/100 (\$5,000) DOLLARS. The payment of liquidated damages by the Superintendent under this paragraph shall be the Board's exclusive remedy for any claims of breach of this contract due to the Superintendent's unilateral termination.

23. **DEFERRED COMPENSATION.** The Superintendent may elect that a portion of the salary set forth in paragraph 5 above be paid into a tax sheltered annuity pursuant to Section 403(b) and/or a deferred compensation plan pursuant to Section 457 of the Internal Revenue Code of 1986, as amended. The cost of the contribution to the annuity or plan shall be deducted from the Superintendent's annual compensation and shall not require an expenditure of funds by the Board above the amount paid to the Superintendent in the form of salary.

24. **PROFESSIONAL MEMBERSHIPS, EXPENSES AND PERIODICALS.** Membership fees in Board approved community service organizations, the Michigan Association of School Administrators, the American Association of School Administrators as well as other organizations and associations to which the Superintendent is expected to belong, shall be paid by the Board, to the extent provided for in the Board's annual budget.

The Superintendent shall be expected to attend appropriate professional meetings at the local, state and national levels. To the extent provided in the Board's annual budget or as otherwise approved in advance by the Board, the reasonable and necessary costs of attendance shall be paid by the Board.

The Board shall pay, or reimburse the Superintendent for, reasonable expenses approved by the Board and incurred by Superintendent in the continuing performance of the Superintendent's duties.

The Board shall provide the Superintendent with professional periodicals to the extent provided in the Board's annual budget.

The Superintendent shall inform the Board in writing each contract year of professional memberships, conferences attended, and professional periodicals purchased at the Board's expense.

25. **TENURE**. By accepting this contract, the Superintendent waives any rights to acquire tenure in the School District in any Administrative or teaching position.

26. **BACKGROUND INVESTIGATION**. This contract is contingent on completion of the background investigation required of all public school employees under any appropriate section of the School Code of Michigan. If the investigation discloses information which would prohibit employment or call into question the Superintendent's fitness to serve the School District as the role model required by any appropriate section of the School Code, the Board may, in its sole discretion, terminate this contract on 10 days' written notice to the Superintendent.

27. **NOTICE**. Any notice or communication permitted or required under this contract shall be made in writing and shall become effective on the day of service thereof by personal service or by first class mail, registered or certified, return receipt requested, postage prepaid, sent to the parties at their respective addresses listed below, or at such other addresses as the parties may from time to time advise in writing. Service by mail, as provided above, shall be deemed made upon deposit in the mail.

If to the Board:

President, Board of Education
Clio Area School District
430 N. Mill Street
Clio, Michigan 48420

If to the Superintendent:

Dr. James Tenbusch, Superintendent
Clio Area School District
430 N. Mill Street
Clio, Michigan 48420

With a copy to:

Dr. James Tenbusch
[at his last known home address]

28. **MISCELLANEOUS.**

A. This contract has been executed in Michigan, and shall be governed in accordance with the laws of the State of Michigan in every respect.

B. Paragraph headings and numbers have been inserted for convenience of reference only, and if there shall be any conflict between any such headings or numbers and the text of this contract, the text shall control.

C. This contract may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.


D. If any provision of this contract is subsequently declared by the proper legislative or judicial authority to be unlawful or unenforceable, all other provisions of the contract shall remain in full force and effect.

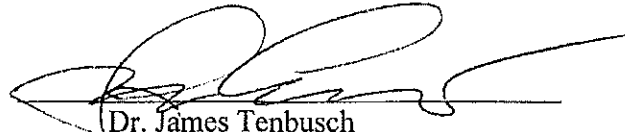
E. This contract contains all the terms and benefits agreed upon by the parties with respect to the subject matter of this contract and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter whether oral or written. No modification or amendment of this contract shall be valid or binding on the parties unless it is in writing and executed by the Board and Superintendent.

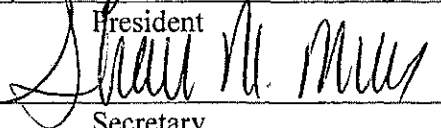
F. This contract shall become effective and be deemed dated as of the date the last of the parties signs this contract as set forth on the following page.

BOARD OF EDUCATION
CLIO AREA SCHOOL DISTRICT
Genesee County, Michigan

SUPERINTENDENT

By: 
President


Dr. James Tenbusch

Attest: 
Secretary

Dated: 4-12-11

Dated: April 12, 2011