

# Magrum

Letter of Understanding  
Addendum to Superintendent of Education  
Employment Contract

Whereas, Bedford Public Schools (the District) and Edwin C. Magrum (Superintendent of Education) agree that the financial viability of the District is at great importance to the ongoing operation of educating the students of this locality. It is the parties desire to provide leadership via financial concessions in existing agreements to eliminate the District's deficits and operating over-spending.

Whereas, on December 16, 2010, the parties agreed to the following adjustments to the Superintendent of Education Employment Contract beginning July 1, 2010:

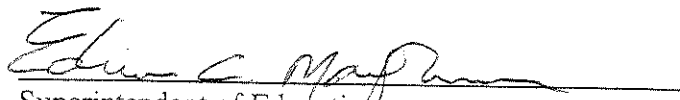
1. District provided health care insurance will be changed to be generally equivalent to MESSA Choices II as described in said Employment Contract, however, beginning August 1, 2010 the additional riders will be adjusted to include a \$500/\$1,000 deductible, \$20 office co-pay, and utilizing the MESSA Saver Prescription program.
2. The Administrator shall for the 2010 - 2011 year not be compensated for the allowable seven (7) days of unused vacation days as outlined in paragraph 9 of said Employment Contract.
3. The salary for the 2010 - 2011 school year shall be \$121,595. (No increase).

Whereas, the parties desire to continue the addendum for the 2011 - 2012 school year.

Now, therefore, the parties agree for the 2011 - 2012 school year, to the following adjustments, effective July 1, 2011:

1. The Superintendent of Education will increase his contribution toward the cost of health insurance from one hundred and fifty dollars (\$150) per month to two-hundred and seventy-five dollars (\$275) per month, which is equivalent to a (20%) contribution.
2. The salary for the 2011 - 2012 school year shall be \$121,595. (No increase).
3. The employment period for the Superintendent of Education shall be extended for one (1) year. The revised contract expiration date shall be November 4, 2013.

Signed this 14<sup>th</sup> day of September, 20 11

  
Superintendent of Education

  
President, Board of Education

Magrum

## Bedford Public Schools

### Superintendent of Education Employment Contract

This agreement made and entered into this 5<sup>th</sup> day of November 2009, by and between Bedford Public Schools (the "District"), a governmental entity organized and existing under the laws of the State of Michigan, and Edwin C. Magrum (the "Administrator") is as follows:

1. The District employs the Administrator and the Administrator accepts employment for the period of November 5, 2009 through November 4, 2012 (260 annual duty days for per diem calculation).
2. The Administrator is assigned to the position of Superintendent of Education. The Administrator shall be subject to assignment and transfer at the discretion of the Board of Education (the "Board"). Such assignment or transfer shall not abrogate the salary section of this contract while the contract is in effect.
3. The Administrator agrees during the term of this Agreement to perform competently and efficiently the duties of the position as prescribed by the Board and the laws of the state of Michigan and to faithfully observe and implement the policies adopted under the rules, regulations, and directives issued by the Board and the state for the governance of the District and implementation of its educational program. In addition, the Superintendent shall coordinate all facets and departments of the District under such guidelines as are now established or may be established by the District.
4. The Administrator shall report to the Board at regular intervals and as such other times as the Board shall direct, the progress of the Administrator's supervision and direction of the system, and shall recommend to the Board the establishment of new and changed policies, when in the opinion of the Administrator such recommendations will increase the efficiency of operation of the District or shall provide a better system of public education.
5. The Administrator agrees during the term of this Agreement to perform competently and efficiently the duties of Superintendent of Education as prescribed by the Board and to faithfully observe and implement the policies adopted under the rules, regulations, and directives issued by the Board for the governance of the District and implementation of its educational program.
6. The Superintendent of Education shall have the right to assign employees subject to review of the Board.
7. The Administrator represents to the District that the Administrator is qualified under the laws of the State of Michigan to act as Superintendent of Schools. The Administrator agrees to conform to all provisions of law relative to the qualifications of Superintendent of Schools and will perform all the duties thereof as required by law during the life of this Agreement.
8. The Administrator represents to the District that the Administrator meets and will maintain the standards for Superintendent as defined by the North Central Association of Colleges and Schools.
9. The Administrator agrees to devote full-time efforts to the duties of Superintendent of Education except for a twenty-four (24) day vacation period posted at an accrual rate of two (2) days per calendar month until the maximum is reached. It is the intent of the parties that the Administrator shall take this vacation during times that are least disruptive to the District and during the year that the vacation is earned. A maximum of ten (10) days vacation may be carried over into a succeeding school year. Up to seven (7) additional unused vacation days, may be compensated for at the Administrator's current per diem. Maximum accrued vacation days shall not exceed thirty-four (34). Upon the resignation or retirement of the Administrator from this position, up to ten (10) days of

accrued, but unused, vacation days may be converted to a cash payment at the Administrator's current per diem. That could total seventeen (17) total days (10 accrued vacation days plus 7 converted vacation days).


10. The Administrator does not have tenure as Superintendent of Education nor in any other administrative capacity in the District, nor does the Administrator have tenure in any other non-classroom teaching capacity.
11. The Administrator is encouraged to represent the District at conferences. The District shall pay the reasonable expenses of the Administrator incurred in attending the conference. The Board, at its option, may require prior approval before conference attendance.
12. The Administrator may enroll in a course related to his duties and responsibilities and shall receive full reimbursement for tuition and fees upon successful completion of the course.
13. The Administrator is encouraged to work towards personal good health.
14. The Administrator shall be provided Group Term Life Insurance at twice the Administrator's annual salary, capped at two-hundred fifty thousand dollars (\$250,000). If the carrier allows, the Administrator may purchase additional life insurance at the group rate.
15. The Administrator shall be credited one sick day for each month of employment for personal illness or disability. Sick leave days in non-bargaining unit employment may accumulate to a maximum of one hundred (100) days. The Administrator may borrow sick days from the future accumulation of sick days as if the Administrator had been here for ninety (90) months for use in case of prolonged illness. Beginning July 1 of each contract year, the Administrator having no absences chargeable against earned sick days, shall receive a bonus of one (1) sick day posted at the end of each six (6) months. Having perfect attendance for the entire contract year, the Administrator will receive a cash payment of two-hundred fifty dollars (\$250.00) for each semester or a total of \$500 for that contract year. A maximum of ten (10) days per year may be used for illness within the immediate family. The immediate family shall be interpreted as father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, spouse, child, grandchild, son-in-law, daughter-in-law. Step relatives within the definition of the immediate family shall include stepmother, stepfather, stepsister, stepbrother, stepchild, and step-grandchild. The Administrator shall be allowed up to five (5) days for a death in the immediate family.
16. The Administrator shall be provided health care insurance for the Administrator, the Administrator's spouse, and eligible dependents as defined by the insurance carrier. The level of benefits shall be generally equivalent to MESSA Choices II (\$10/\$20 Rx) with preventative health care rider, hearing care rider, and \$15,000 negotiated life insurance. The Administrator shall be provided dental insurance generally equivalent to Delta Dental 80/80/60/60 and vision insurance generally equivalent to VSP (3). The administrator shall contribute one hundred and fifty dollars (\$150) per month toward the cost of health insurance beginning on November 5, 2009. The administrator may elect to have this payment made through a pre-tax deduction. Should the Administrator die while in the employ of the District, and should the insurance policy permit, dependent coverage health care insurance shall be provided for up to six months. Effective January 1, 2010 or as soon thereafter as available the physician co-pay will increase from five dollars (\$5) to twenty dollars (\$20) and MESSA \$200/\$400 deductible at the administrators expense.
17. In lieu of health insurance coverage, the administrator may choose to receive a \$175 per month payment and PAK B coverage that includes dental coverage generally equivalent to Delta Dental 100/90/90/90 and vision coverage generally equivalent to VSP 3.
18. The Administrator shall be allowed three (3) personal business days per year. Up to one (1) unused personal business day may be carried over to the succeeding fiscal year, to a maximum of four (4).

Remaining unused personal business days shall be added to unused sick leave days at the end of each contract year.

19. Upon retirement, accumulated, unused sick leave days accrued shall be paid at seventy five dollars (\$75) per day, not to exceed one hundred (100) days. In the event the Administrator dies while in the employ of the District, the accumulated sum shall be paid to his surviving heir.
20. The Administrator will be paid the difference between regular salary and jury or National Guard duty pay.
21. The Administrator shall have an annual physical examination by a licensed physician, and the District shall pay for that part not covered by the District's medical insurance up to one hundred fifty dollars (\$150).
22. The following shall be observed as paid holidays: Labor Day; Thanksgiving Day; day after Thanksgiving; Christmas Eve Day; Christmas Day; New Year's Eve Day; New Year's Day; Martin Luther King, Jr. Birthday; Presidents' Day; Good Friday; Memorial Day; and Independence Day.
23. The District shall pay the cost of the Administrator's membership in a national Administrative Association and any state and/or local affiliate thereof, as authorized by the Superintendent.
24. The District shall provide for long-term disability insurance protection at the level of benefits in existence on the effective date of this contract. All benefits and conditions shall be defined by the insurance policy.
25. The salary for the 2009-2010 school year shall be \$121,595 (prospectively prorated) and shall remain frozen for the duration of the contract unless mutually determined by the parties.
26. The salary for the 2010 -2011 school year shall be mutually determined by the parties, however, in no case shall it be less than the previous year.
27. For out-of-district travel and expenses, the Administrator shall be reimbursed for mileage at the IRS standard rate and for other expenses at the rate established by the District.
28. The Administrator shall receive four-hundred twenty-five (\$425) per month towards a tax-sheltered annuity.
29. A claim by the Administrator that there has been a violation, misinterpretation, or misapplication of any provision of this agreement may be processed as a grievance as hereinafter provided:
  - a. The grievance shall be reduced to writing and submitted to the Vice President of the Board of Education within twenty (20) days of the alleged grievance.
  - b. In the event the grievance is not resolved in the step outlined above, the grievant may submit the grievance to the Board Secretary within ten days.
  - c. Within fourteen working days of the receipt of the grievance, the Board or its designee shall meet with the Administrator in an effort to resolve the grievance. A disposition of the grievance in writing by the Board shall be made not later than ten working days thereafter.
  - d. If the Administrator is not satisfied with the Board's disposition of the grievance, or if a disposition has not been made within the period above, the Administrator may seek relief by invoking arbitration in writing within ten days in accordance with the Voluntary Arbitration Rules of the American Arbitration Association. The fees and expenses of the Arbitrator shall be shared equally by the parties. The Arbitrator's decision shall be final and binding on the parties.

30. The Administrator shall be evaluated in accordance with procedures established by the Board.
31. The Administrator shall be covered by the District's "Errors and Omissions" insurance policy. All coverage shall be defined by the insurance policy.
32. Unless the Board of Education takes official action to non-renew this contract and gives written notice of non-renewal of this contract to the Superintendent at least 90 days before the contract's termination date, this contract will, without further action, be automatically renewed for an additional one-year period as provided by Section 1229 of the Revised School Code. The Superintendent shall advise the Board of Education of this obligation during the month of February of the final year of this contract.
33. If the Administrator desires to extend the contract for an additional year beyond the expiration date of the contract as stated elsewhere in this Agreement, the Administrator must give written notice, accompanied by a receipt of said notice, to the Board President or Board Secretary prior to one hundred twenty (120) days before November 4, 2012. If all of the conditions specified above are met, and if the Board does not give written notice of intent not to extend the contract prior to ninety (90) days before November 4, 2012, the contract shall be deemed to be extended for an additional year to November 4, 2013. The non-renewal procedures shall be governed exclusively by the Administrator's Due Process Act, MCL 380.1229, and shall not be subject to the Discharge Procedure or Grievance Procedure of this contract.
34. If any provision of the Agreement is contrary to law, then that provision is deemed not valid.
35. This Agreement constitutes the sole and entire existing contract between the parties and supercedes and cancels all prior agreements, all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the Board and the District.

Signed this 5<sup>th</sup> day of November, 2009

  
Edwin C. Magrum, Superintendent of Education

  
Shawna Smith, President, Board of Education