

**Superintendent's Employment Contract  
Between  
Bruce Burger  
And the  
Gibraltar Board of Education**

THIS CONTRACT is entered into on the 16<sup>th</sup> day of September, 2009, between the Board of Education of the Gibraltar School District, referred to as the "Board of Education," and Bruce Burger as Superintendent, referred to as "Administrator," in this contract.

The parties in consideration of the mutual promises contained in this contract, agree to the following:

1. TERM. This contract shall take effect on the 1<sup>st</sup> day of October, 2009, and continue in force through the 30th day of June, 2012, subject to extension and termination as provided in Paragraphs 4 and 9.
  
2. DUTIES. The Administrator represents that he meets all Michigan requirements and the qualifications established by the Board of Education for this administrative position. The Administrator agrees to perform the duties of Superintendent in a competent and professional manner in compliance with the laws applicable to the school district and the bylaws, policies and regulations adopted by the Board of Education. The Administrator shall be subject to assignment or transfer at the sole discretion of the Board of Education, but such assignment shall not result in a reduction in compensation and benefits (paragraphs 6-8) for the duration of this contract. The Administrator will faithfully serve the School district and be regardful of its interest during the term of this contract, to the extent required by the contract and by law. The Administrator will not directly or indirectly acquire or otherwise possess any interest adverse to that of the School District. In the event that a question arises as to whether a given interest is in conflict with the interests of the School District, the Administrator shall make full disclosure of same to the Board of Education for its review and disposition, which disposition shall be controlling and complied with by the Administrator.
  
3. EVALUATION. Annually, no later than the last day of February of each year during the term of this contract, the Board of Education shall review with the Administrator his performance as Superintendent. The Administrator shall remind the Board of Education of this responsibility in a timely manner.

4. EXTENSION. This contract may be extended either by option of the Board of Education or by operation of law, as follows:

A. *Board Option*. The Board of Education, no later than the 30th day of March of each year during the term of this contract (commencing March 30, 2012, may extend the contract for an additional one-year period. In exercising this option, the Board of Education also shall establish the annual salary to be paid to the Administrator for the school year included in the extension. All other terms and conditions of this contract shall remain unchanged.

The Board of Education in its sole discretion and at its will, with or without cause, may decline to extend this contract for an additional year.

B. *Operation of Law*. Unless the Board of Education gives written notice of non-renewal of this contract to the Administrator at least 90 days before the contract's termination date (i.e., June 30, 2012 or June 30 termination date each year thereafter), this contract will, without further action, be automatically renewed for an additional one-year period as provided by Public Act 183 of 1979. The Superintendent annually shall advise the Board of Education of this obligation during the month of February.

5. TENURE EXCLUSION. This contract does not confer tenure upon the Administrator in the position of Superintendent or any other Administrative position in the district.
6. COMPENSATION. The Board of Education shall pay to the Administrator an annual salary of \$130,000.00 dollars (pro-rated from October 1<sup>st</sup> to June 30<sup>th</sup>) for the school year 2009 – 2010; 1% increase for 2010 – 2011 school year; and the 2011 - 2012 school year will be open for negotiations. The salary shall be paid in bi-weekly equal installments. The Board of Education retains the right to adjust the salary during the continuation of this contract, but an adjustment shall not reduce the annual salary below the figures specified in this paragraph.
7. INSURANCE BENEFITS. During the term of this contract, the Administrator shall receive the Medical/Health Insurance, Dental Insurance, Long-term/Short-term Disability, Vision Insurance benefits provided by the school district to full-time, professional administrative staff contained in the Supervisor's and Administrator's Collective Bargaining Agreement (i.e., "SAGSD" contract) on the same basis as available to those staff members in accord with the Board of Education policy and subject to the following limitations: first, this paragraph excludes any insurance benefit specifically set forth in this contract; and second, such insurance benefits are subject to change at any time on the same basis as changed for full-time, professional administrative staff.

A. *Moving/Relocating Expense*: The Board of Education shall pay directly to the Administrator an amount totaling \$2,000.00 attributable as a one time reimbursable moving/relocating expense.

B. *Life Insurance*: The School District will provide the Administrator group life insurance protection policy equal to 2 ½ times the current salary. Optional plans for additional coverage at the Administrator's expense will be made available, subject to terms of the underwriter.

8. OTHER BENEFITS. The administrator is entitled to the following specific benefits:

A. Vacation and Holidays - The Administrator shall receive twenty (20) days of paid vacation annually exclusive of the paid holidays noted below. For the school year 2009-2010, the Administrator's current vacation bank amounts will be carried forward for the balance of the year. Such days shall be taken at the Administrator's discretion. However, not more than ten (10) consecutive workdays shall be taken at one time. If more than ten (10) consecutive work days is requested, prior approval by the Board of Education is required. Days hereby allocated for vacation shall solely be available for use in the school year to which they are attributable and shall lapse if unutilized by August 31 following the end of any school year covered by this Contract. There shall be no accumulation of unutilized vacation days for purposes of redemption or buy-out upon termination from employment. The paid holidays referred to above are:

July 4 <sup>th</sup>	Labor Day
Thanksgiving Day	Friday Following Thanksgiving Day
Christmas Eve	Christmas Day
New Year's Eve	New Year's Day
Good Friday	Monday Following Easter Sunday
Memorial Day	

B. Sick and Personal Days: The Administrator shall be entitled to ten (10) sick days annually, beginning October 1, 2009. Unused days may be accumulated up to fifty (50) and five (5) personal days (not cumulative) per fiscal school year.

C. Jury Duty: The Board shall pay full salary and benefits for the Administrator selected for jury duty days in accordance with Board Policy net of any compensation he may receive for serving jury duty.

D. Funeral Leave: Absence occasioned by attendance at a funeral in the immediate family shall not be construed as sick leave. Leave for funerals for the immediate family shall be allowed at full pay. Three (3) days shall be allowed if the funeral leave is for a member of the immediate family whose funeral will be held within one hundred (100) miles of the Central Office; five (5) days shall be allowed if the funeral will be held in excess of one hundred (100) miles of Central Office. Any extension beyond these time limits shall be deducted from personal business leave days. (Immediate family includes spouse, children, parents, mother-in-law, father-in law, grandparents, grandchildren, brothers, sisters, brothers and sisters-in law, or any dependent living in the household of the Administrator.) Funerals for someone other than immediate family members shall be deducted from personal leave days as approved by the Board of Education.

E. University Credit - The Board agrees to pay up to a total of One Thousand (\$1,000.00) Dollars annually for combined tuition and expenses reasonably incurred for the successful completion of academic university courses taken during the duration of this Agreement. It is expressly understood and agreed that said courses shall be limited to those required for the Administrator to maintain his State of Michigan continuing education requirements.

F. Membership Dues - The School District shall pay the cost of the Administrator's professional and community membership dues not to exceed One Thousand (\$1,000.00) Dollars per school year.

G. National Conferences – The School District, upon Board approval, shall pay the cost of the Administrator's expenses to attend one national conference on a bi-yearly basis.

9. TERMINATION. If, at any time, the Administrator fails to maintain the credentials and qualifications for the position of superintendent as required by this contract, the contract shall automatically terminate.

The Administrator may be discharged and this contract terminated at any time during the contract term for just cause, including failure to uphold any Board of Education bylaw, policy, or regulation.

10. SEVERABILITY. If any provision of this contract is ruled illegal or unenforceable by a court of competent jurisdiction, the remainder of the contract not affected by the ruling shall remain valid and in effect.

- 11. RESIDENCY. District residency will not be required of the Superintendent.
- 12. LIABILITY. The Board 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 or in his official capacity as agent and employee of the School District, provided the incident arose while the Superintendent was acting within the scope of his employment and excluding criminal litigation. The Board shall provide errors and omissions insurance coverage for the Superintendent to cover legal expenses in defense of claims and payment of judgments resulting from his functioning as Superintendent and will reimburse him for any portion of such expense and judgments not covered by insurance. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.
- 13. DISPUTE RESOLUTION. Both parties agree that to reduce potential litigation costs, any dispute or controversy relating to a provision of the contract which involves a claim of monetary damages or employment, or both, including any claim related to termination of employment, will be arbitrated pursuant to the rules of the American Arbitration Association within 30 calendar days from the date the Administrator knew or should have known that the dispute arose. Failure to timely file a demand for arbitration shall result in the matter being settled based on the Board's last disposition. The cost of arbitration fees shall be divided equally. Witness costs, legal expenses and other expenses shall be at each party's own cost. The arbitration decision shall be final and binding upon the District and the Administrator.
- 14. GOVERNING LAW. This contract is governed by and shall be interpreted in accord with the law of the State of Michigan.

We, the parties to this Superintendent's Employment Contract, sign our names and execute this contract as of the day and year written in the opening paragraph.

FOR THE BOARD OF EDUCATION:

Elton Laura  
Elton Laura, President

Marsha Kozmor  
Marsha Kozmor, Secretary

BY THE ADMINISTRATOR:

Bruce Burger  
Bruce Burger, Superintendent

Sydney Cole  
Witness

**Superintendent's Employment Contract Addendum  
Between  
Bruce Burger  
And the  
Gibraltar Board of Education**

The following items have been negotiated with the Contract Committee to meet the terms of the employment extension as approved by the Board of Education on May 10, 2011. All other contract items remain the same.

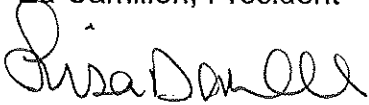
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1. TERM. This contract shall take effect on the 1<sup>st</sup> day of October, 2009, and continue in force through the 30th day of June, 2013, subject to extension and termination as provided in Paragraphs 4 and 9.
  
3. EVALUATION. Annually, no later than the last day of November of each year during the term of this contract, the Board of Education shall review with the Administrator his performance as Superintendent. The Administrator shall remind the Board of Education of this responsibility in a timely manner.
  
6. COMPENSATION. The Board of Education shall pay to the Administrator an annual salary of \$131,300.00 dollars for the 2011-2012 and 2012-2013 school years. This represents a 0% increase. The salary shall be paid in bi-weekly equal installments. The Board of Education retains the right to adjust the salary during the continuation of this contract, but an adjustment shall not reduce the annual salary below the figures specified in this paragraph.
  
7. B. *Life Insurance*: The School District will provide the Administrator a group life insurance protection policy of \$325,000. Optional plans for additional coverage at the Administrator's expense will be made available, subject to terms of the underwriter.

FOR THE BOARD OF EDUCATION:

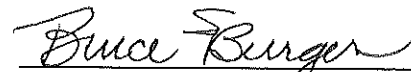


Ed Camilleri, President

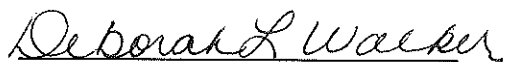


Lisa Darville, Secretary

BY THE ADMINISTRATOR:



Bruce Burger, Superintendent



Witness