

BUCHANAN COMMUNITY SCHOOLS CONTRACT OF EMPLOYMENT

Pursuant to Section 1229(1) of the Revised School Code and in accordance with the action found in the minutes of the **Board of Education (the “Board”) of the Buchanan Community Schools (“District”)** meeting held on May 20, 2019, the Board continues to employ **Timothy J. Donahue (“Superintendent”)** for a three (3)-year period beginning **July 1, 2019** and ending on **June 30, 2022**, according to the terms and conditions described below.

1. **Duties.** **Timothy J. Donahue** shall perform the duties of Superintendent as required by law and as prescribed by the Board, as well as those duties that may be further established, modified, or amended from time to time by the Board. The Superintendent acknowledges the ultimate authority of the Board as to his duties and agrees to faithfully perform those duties and to diligently implement the Board’s policies and education programs.

2. **Qualifications.** The Superintendent represents that he possesses and shall maintain all certificates, credentials, and qualifications required by law, including Sections 1246 and 1536 of the Revised School Code, Michigan Department of Education regulations, and those required by the Board to serve in the position assigned.
 - A. As a condition of his continued employment, the Superintendent shall also meet all continuing education requirements for the position assigned, as may be required by law or the Michigan State Board of Education.

 - B. If at any time the Superintendent fails to maintain all certificates, credentials, continuing education requirements, or qualifications for the assigned administrative position, this Contract shall automatically terminate and the Board shall have no further contractual obligations.

3. **Performance.** The Superintendent will devote his talents, skills, efforts, and abilities toward competently performing all duties and responsibilities of the position assigned, including compliance with the directives of the Board to carry out its policies and educational programs. The Superintendent will use his best efforts to maintain and improve the quality of School District operations and to constantly promote efficiency in all areas of his responsibility. Further, the Superintendent shall comply with and fulfill all responsibilities and tasks for which he is responsible as required by state and federal law, as well as by the Board.

4. **Residency.** The Superintendent shall reside within 20 miles of the nearest District boundary by a mutually agreeable date, but not later than June 30, 2018. Further, the Board wishes to encourage the Superintendent to reside within the District’s boundaries. Therefore, the Board shall pay the Superintendent as follows: \$3,000.00 if residency within the District is established by January 1, 2018, or, \$2,000.00 if residency within the District is established by June 30, 2018.

5. **Performance Evaluation.** The Superintendent's performance shall be evaluated by the Board annually, at a date mutually agreed-upon by the Board and Superintendent. If there is no mutual agreement to the evaluation date, the Superintendent's evaluation will be set for a date as determined by the Board. The Superintendent's job performance shall be evaluated by the Board in compliance with Section 1249b of the Revised School Code.

6. **Compensation.** The Superintendent shall be paid at an annual (12-month) salary of **One Hundred Twenty Thousand Dollars (\$120,000)** in consideration of his performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board.
 - A. The Board retains the right to adjust the Superintendent's annual salary during the term of this Contract. Any such salary adjustment shall not reduce the annual salary below the minimum annual salary described above or that paid to him in a previous fiscal year. Also, the superintendent shall be given the same salary percentage increase (not to include step increases) that is granted to other district administrators each year, if any.

 - B. Consistent with Section 1250 of the Revised School Code, the Superintendent's job performance and job accomplishments as evaluated pursuant to Paragraph 5 will be a significant factor in determining any adjustment to the Superintendent's compensation.

 - C. Any salary adjustment made during the term of this Contract shall be in the form of a written amendment and, when executed by the Superintendent and the Board, shall become a part of this Contract.

 - D. The Board shall also make an annual payment of Nine Thousand Dollars (\$9,000.00) to an annuity plan selected by the Superintendent. The superintendent retains the right to take up to \$6000.00 of this annuity compensation as direct salary payment or to any fund he designates.

7. **Vehicle Allowance.** The Board shall provide the Superintendent a monthly vehicle allowance of **One Hundred Dollars (\$100.00)**.

8. **Professional Development.** The annual fees or dues for the Superintendent's membership in appropriate professional organizations shall be paid by the Board. The Superintendent may attend appropriate professional meetings at the local, state, and national levels and shall be reimbursed for any related registration fees, tuition, travel, lodging, and reasonable meal expenses for himself not prepaid by the Board. Reimbursement shall be in accordance with the per diem expense and reimbursement procedures established by the Board and shall not exceed the annual budget line item for the Superintendent's professional development. Any funds not used within the annual budget line item for Superintendent's professional development as described above may be used toward coursework for the Superintendent at an institution of higher learning.

9. **Insurance Programs.** Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder, or third-party administrator, the Board shall make premium payments on behalf of the Superintendent and his eligible dependents for the following insurance programs:
- A. **Health Insurance:** Medical insurance benefits will be provided in accordance with the limitations of the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. The Superintendent shall pay, through payroll deduction, any benefit plan cost that exceed that amount. If eligible, and in lieu of participation in the health insurance plan, the Superintendent may opt to take cash in lieu in the amount equal to one half (1/2) of the District's cost for the Superintendent's participation in the District's health insurance plan.
 - B. **Dental/Vision:** The Board shall pay the full premium toward the purchase of dental and vision insurance.
 - C. Term life insurance, with accidental death and dismemberment benefits, in an amount (to the nearest thousand dollars) equal to twice the Superintendent's annual salary.
 - D. Long Term Disability Insurance.
10. **Insurance Contracts.** 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 determined by the Board) is maintained during the term of this Contract.
- A. The Board shall not be required to remit premiums for any insurance coverage(s) for the Superintendent or his eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder, or third-party administrator.
 - B. The terms of any contract or policy issued by any insurance company or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters.
 - C. The Superintendent is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage.
 - D. The Board, by remitting the premium payments required to provide the above-described insurance coverage(s), shall be relieved from all liability with respect to insurance benefits.
11. **Errors and Omissions Insurance.** The Board shall pay the premium amount for errors and omissions insurance coverage for the Superintendent while engaged in the performance of a governmental function and while the Superintendent is acting within the scope of his authority. The policy for this coverage shall not be less than two million dollars (\$2,000,000).

- A. The terms of the errors and omissions insurance policy shall control the Superintendent's defense and indemnity. The Board's sole obligation shall be limited to the payment for the above errors and omissions coverage.
 - B. In the event that such insurance coverage cannot be purchased in the above amounts or at a reasonable premium rate, the Board shall have the right to discontinue such coverage and shall notify the Superintendent. In that event, the Board agrees on a case-by-case basis to consider providing legal defense or indemnification to the Superintendent as authorized under MCL 691.1408 and MCL 380.11a(3)(d).
12. **Vacation.** The Superintendent is employed on the basis of fifty-two (52) weeks of work per contract year (July 1 through June 30) as scheduled by the Board. The Superintendent shall be granted vacation time of twenty-five (25) days per Contract year.
- A. Vacation days must be used within the Contract year for which they are made available and the Superintendent shall not receive any additional compensation in lieu of vacation days.
 - B. The Superintendent shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of School District business. The Superintendent's vacation scheduling is subject to the Board President's approval.
13. **Holidays.** Consistent with the holidays recognized by the District's calendar, the Superintendent is entitled to the following holidays for which no service to the School District is required: Memorial Day, July 4th, Labor Day and the Friday before Labor Day, Thanksgiving Day and the Friday following Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day:
14. **Personal Leave Days.** The Superintendent shall receive nine (9) personal leave days per Contract year. Unused personal leave days will accumulate without limit. If the Superintendent has been a full-time employee for four (4) or more consecutive years and has accumulated personal leave days of at least twenty-five (25) days, but not more than 120 days, he shall receive payment for those days at the daily rate of Seventy-Five Dollars (**\$75.00**) per day at the time of retirement.
15. **Disability.** In the event of the Superintendent's mental or physical incapacity to perform the duties of his position, he shall be granted an initial leave of ninety (90) work days for purpose of recovery. The Superintendent shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the ninety (90) work day period to be paid. Health plan premiums shall be made on behalf of the Superintendent during this interval to the extent required by law. Upon utilizing leave under this provision, the Superintendent shall furnish medical certification to the Board (or its designee) as to the necessity for the leave.

- A. If the Board (or designee) has reason to doubt the validity of the medical certification supplied by the Superintendent, it may require a second opinion, at Board expense.
 - B. The Superintendent may request a ninety (90) work day unpaid leave extension in the event of his physical or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is a verified prognosis that the Superintendent will be able to resume his duties at the end of the extended leave interval. Medical certification shall be supplied by the Superintendent as a condition to any leave extension. Any extension of leave for this purpose shall be at the Board's discretion.
 - C. If the Superintendent is unable to or does not resume work at the conclusion of the leave taken under this paragraph (or any leave extension), his employment and this Contract may be terminated at the Board's option. However, no such termination shall occur where restoration after leave is required by the Family and Medical Leave Act.
 - D. Before resumption of duty after an unpaid leave of absence for a serious health condition, the Superintendent shall provide to the Board a fitness for duty certification from the Superintendent's health care provider. A second opinion may be required by the Board, at its expense, unless the securing of the second opinion is precluded by the Family and Medical Leave Act.
 - E. The parties agree that the Superintendent's position is a "key employee" position as prescribed by the Family and Medical Leave Act.
16. **Medical Examination.** Acknowledging that the Superintendent's physical and mental health may affect his ability to perform the essential job functions of this position, the Superintendent shall submit to such medical examinations as outlined in this section. The Superintendent agrees that the term "medical examination" includes but is not limited to physical examinations and psychological examinations.
- A. The Superintendent shall 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 under this Contract.
 - B. The Superintendent shall submit to a comprehensive medical examination not less than once every two Contract years. The examining physician is to provide a written statement certifying the Superintendent's fitness for duty. The Superintendent shall deliver the physician's written certification to the Board Secretary.
 - C. Upon the Board's request, the Superintendent shall submit to a medical examination and authorize the release of medical information necessary to determine if the Superintendent is capable of performing the essential job functions required by his assignment, with or without reasonable job

accommodation(s). Any medical examination or disclosure of medical information shall be job-related and consistent with business necessity.

- D. Any medical examination under this section shall be at Board expense.
- E. Any information obtained from a medical examination or inquiry shall be confidential and protected from disclosure to the extent required by applicable law.

17. **Termination for Cause.** The Board is entitled to terminate the Superintendent's employment at any time during the term of this Contract for acts of misconduct, dishonesty, fraud, insubordination, incompetency, or if the Superintendent materially breaches the terms and conditions of this Contract.

- A. The foregoing standards for termination of this Contract during its term do not apply to non-renewal of this Contract at the expiration of its term, which decision is discretionary with the Board and shall be governed by Section 1229 of the Revised School Code, MCL 380.1229.
- B. If the Board undertakes to dismiss the Superintendent during the term of this Contract, no discharge shall be effective until written charges have been served and he has an opportunity for a fair hearing before the Board after ten (10) calendar days' notice in writing. Said hearing shall be public or private at the option of the Superintendent. At such hearing, he may have legal counsel at his own expense. In the event of termination of this Contract, this Contract shall automatically terminate and the Board shall have no further contractual obligation.

18. **Entire Agreement.** This Contract contains the entire agreement and understanding between the Board and the Superintendent as to the employment of the Superintendent. Representations, promises, contracts, or understandings (written or oral) not contained in this Contract have no effect.

- A. All prior agreement (written or oral) pertaining to, connected with, or arising in any manner out of the Board's employment of the Superintendent are terminated and shall have no effect; provided, however, that this Contract is voidable under the Revised School Code's provisions pertaining to criminal history and records checks.
- B. No change or modification of this Contract is valid or binding unless it is in writing and signed by the Superintendent and the Board.
- C. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provisions of this Contract at such time or at any other time.

19. **Voidability.** 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 provision(s).

20. **Contract Extension.** On or before June 1st of each Contract year, the Board shall review this Contract and take official action determining whether to extend the Agreement for an additional year. If the Board takes no action by June 1st, the Agreement shall extend for an additional Contract year. By April 15th of each year, the Superintendent shall, in writing, advise the Board of this provision.

21. **Authorization.** This Contract is executed on behalf of the School District pursuant to the authority contained in the resolution of the Board adopted on May 20, 2019, the same being incorporated herein by reference.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on the date last signed below.

Date: June 4, 2019

Timothy J. Donahue
Timothy J. Donahue

BUCHANAN COMMUNITY SCHOOLS
BOARD OF EDUCATION

Date: 6/4/2019

By: Harvey Burnett
Dr. Harvey Burnett, Its President

By: Sandy Tobler
Sandy Tobler, Its Secretary