

## CONTRACT OF EMPLOYMENT

### Superintendent

It is hereby agreed by and between the Board of Education of the C.O.O.R. Intermediate School District (hereinafter "Board") and Gregory A. Bush (hereinafter "Superintendent") that pursuant to Section 1229(1) of the Revised School Code, the Board in accordance with its action found in the minutes of its meeting held on the 9<sup>th</sup> day of March, 2016, has and does hereby employ the said Superintendent for a three and one-half (3.5) year period commencing on January 1, 2016 and ending on June 30, 2019, according to the terms and conditions as described and set forth herein as follows:

1. The Superintendent shall perform the duties as prescribed by the Board and as may be established, modified and/or amended from time to time by the Board. The Superintendent acknowledges the ultimate authority of the Board with respect to his responsibilities and directions related thereto.
2. The Superintendent represents that he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the provisions of Sections 1246 and 1536 of the Revised School Code, the regulations of the Michigan Department of Education, and those required by the Board to serve in the position assigned. The Superintendent agrees, as a condition of his continued employment, to meet and maintain all certification and continuing education requirements for the position assigned, as are and may be required by law and/or by the State Board of Education. If at any time the Superintendent fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.
3. The Superintendent agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. The Superintendent agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, the Superintendent agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board to carry out the educational programs and policies of the Intermediate School District during the entire term of this Contract. The Superintendent agrees that he will diligently and competently discharge his duties on behalf of the School District to enhance the operation of the School District and will use his best efforts to maintain and improve the quality of the programs and services of the School District.
4. The Superintendent shall be paid at an annual (twelve month) salary rate of not less than One Hundred Fifty Thousand, Two Hundred Fifty-Two Dollars (\$150,252) in consideration of his performance of the duties and responsibilities of the position assigned in conformance of the requirements and expectations of the Board.

For the period commencing January 1, 2016 and concluding on June 30, 2016 the annual salary amount will be prorated to Seventy-Five Thousand, One Hundred Twenty-Six Dollars (\$75,126). The prorated salary (as stated above) for the period commencing January 1, 2016 and concluding on June 30, 2016 shall be paid in thirteen (13) equal bi-weekly installments beginning with the first regularly established pay period after January 1, 2016.

The Board hereby retains the right to increase the annual salary of the Superintendent during the term of this Contract. Consistent with the provisions of Section 1250 of the Revised School Code, the Superintendent's job performance and job accomplishments will be significant factors in determining any adjustment to the Superintendent's compensation. Any increase in salary 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. In no event will the Superintendent's salary be lowered.

5. The Superintendent is employed on the basis of fifty-two (52) weeks of work per contract/fiscal 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/fiscal year. At no time will the Superintendent be permitted to possess more than thirty-five (35) vacation days, inclusive of all accumulated and allocated vacation days.

Upon separation, retirement or death of the Superintendent, he (or his designated beneficiary, if the Superintendent is deceased at the time of separation) will receive payment for unused accumulated vacation leave, to a maximum of thirty-five (35) days at the Superintendent's daily salary rate in effect on the date of separation. Otherwise, the Superintendent shall not receive any compensation or additional compensation for unused vacation days.

6. The Superintendent's performance shall be evaluated at least annually using multiple rating categories that take into account data on student growth as required by Section 1249 of the Revised School Code (or its successor provision).
7. The Board shall be entitled to terminate the Superintendent's employment at any time during the term of this Contract when it determines that the Superintendent has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, if the Superintendent materially breaches the terms and conditions of this Contract, based on reasonable and just cause.

The foregoing standards for termination of this Contract during its term shall not be applicable to non-renewal of this Contract at the expiration of its term, which decision is discretionary with the Board.

In the event that the Board undertakes to dismiss the Superintendent during the term of this Contract, he shall be entitled to written notice of charges and an opportunity for a hearing before the Board. In the event of termination of employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

8. In the event of the Superintendent's mental and/or physical incapacity to perform the duties of his office, 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

unpaid. Upon utilizing leave under this provision, the Superintendent shall furnish medical certification to the Board respecting the necessity for the leave.

If the Board has reason to doubt the validity of the medical certification supplied by the Superintendent, it may require a second opinion, at Board expense.

The Superintendent may request a ninety (90) work day unpaid leave extension in the event of his physical and/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 conclusion of the extended leave interval. Medical certification shall be supplied by the Superintendent as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

If the Superintendent is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), his employment and this Contract may be terminated at the option of the Board. However, no such termination shall occur where restoration after leave is required by the Family and Medical Leave Act.

Prior to 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 in this context is precluded by the Family and Medical Leave Act.

9. The Superintendent agrees that he shall not be deemed to be granted continuing tenure in the position initially assigned or to which he may be assigned or transferred or in any capacity other than that of a classroom teacher, should the probationary period required for tenure as a teacher be fulfilled, by virtue of this Contract or any employment assignment (requiring certification) with the Intermediate School District. Nor shall the decision of the Board not to continue or renew the employment of the Superintendent for any subsequent period in any capacity, other than as a classroom teacher, as may be required by the Teachers' Tenure Act, be deemed a breach of this Agreement or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.
10. 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 specified under this Contract. Additionally, upon request of the Board, the Superintendent shall 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 physical or mental examination or disclosure of such information required of the Superintendent by the Board shall be job related and

consistent with business necessity. Any medical or psychological examination under this section shall be at Board expense. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.

11. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third party administrator, the Board shall make premium payments on behalf of Superintendent and his eligible dependents for enrollment in the following insurance programs:
  - Health insurance - (same as other administrator benefits)
  - Dental insurance - (same as other administrator benefits)
  - Term life insurance - (same as other administrator benefits)
  - Vision insurance - (same as other administrator benefits)
  - Long Term Disability insurance - (same as other administrator benefits)

The Superintendent agrees that the Board has the right to allocate to the Superintendent responsibility for a portion of the premium for the insurance coverages specified above, as may be determined by the Board, in its discretion. However, this contribution shall not be less than the amount determined by the Board to be necessary to comply with the Publicly Funded Health Insurance Contribution Act, 2011 PA 152. The Board will notify the Superintendent of the premium amount for which he is responsible in excess of the Board paid premium contributions. The Superintendent agrees that the amount of premium contributions designated by the Board as the Superintendent's responsibility shall be payroll deducted from the Superintendent's compensation. The Superintendent may elect \$3,000 annually in lieu of health insurance made available in \$250 per month cash payments through the Board's Section 125 Plan.

12. 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 Agreement. The Board shall not be required to remit premiums for any insurance coverages for the Superintendent and his eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder or third-party administrator. 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. The Superintendent is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. 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.

13. The Superintendent is entitled to the following holidays for which no service to the Intermediate School District is required: (New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Friday after Thanksgiving, Christmas Day, and two (2) days during the Christmas-New Year holiday season).
14. The Superintendent shall be allocated one (1) day per month worked for purposes of absence due to personal illness or disability. Unused paid leave days hereunder shall be accumulative to one-hundred (100) days for absence due to personal illness or disability of the Superintendent. At no time will the Superintendent be permitted to possess more than one-hundred (100) accumulated sick leave days.

Upon separation, retirement or death of the Superintendent, he (or his designated beneficiary, if the Superintendent is deceased at the time of separation) will receive payment for fifty percent (50%) of accumulated sick leave days, up to a maximum of thirty-five (35) days. These days will be paid at the Superintendent's daily salary rate in effect on the date of separation.

15. The Superintendent shall be eligible to be reimbursed for travel, meals and lodging in accordance with per diem expense and reimbursement standards and procedures established by the Board. The Superintendent shall be required to present an itemized account of his reasonable and necessary expenses in accordance with direction of the Board.

Subject to express approval by the Board, the fees, licenses, certificates/certifications, conferences or dues for membership in appropriate professional organizations shall be paid by the Board. Subject to prior approval by the Board, the Superintendent may attend appropriate professional meetings at the national levels and shall be reimbursed for any registration fees, travel, lodging and/or reasonable meal expenses for himself in relation thereto not prepaid by the Board. Subject to prior approval by the Board, tuition and fees/costs associated with successful completion of one (1) board-approved class (annually) for college credit or state continuing education clock hours (SCECH).

16. The Board agrees to 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 limits for this coverage shall be not less than \$2 million. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of Superintendent. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions coverage. In the event that such insurance coverage cannot be purchased in the above amounts, the Board shall have the right to discontinue said coverage and shall so notify Administrator. In that event, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to Administrator as is authorized under MCL 691.1408 and MCL 380.601a (d).

17. This Contract contains the entire agreement and understanding by and between the Board and the Superintendent with respect to the employment of the Superintendent and no prior or concurrent representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect. All prior contracts or other agreements (written or oral) pertaining to the terms of this contract are cancelled and are superseded by the terms of this contract. Provided, that this contract is voidable pursuant to the provisions of the Revised School Code pertaining to criminal records and criminal history checks.

No amendment to or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board reflected in its minutes, and signed by the Superintendent and the President and Secretary of the Board. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provision of this Contract at such time or at any other time.

18. In the event of any dispute between the parties relating to discharge of the Superintendent during the term of this Contract, the parties hereby agree to submit such to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association. Arbitration under this provision shall be conducted pursuant to the terms of the Michigan Arbitration Act, MCL 600.5001 *et seq* and MCR 3.602.

The parties intend that this process of dispute resolution shall be inclusive of all contract and statutory claims advanced by the Superintendent arising from the Superintendent's discharge during the term of this Contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. However, this agreement to arbitrate does not restrict the Superintendent from filing a claim or charge with any state or federal agency (such as the Equal Employment Opportunity Commission or the Michigan Department of Civil Rights), and does not apply to any claims for unemployment compensation or workers' compensation which may be brought by Superintendent. Instead, this agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings.

This agreement to arbitrate means that Superintendent is waiving his right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding,—Superintendent shall have the right to representation by counsel of his choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery and the right to a fair hearing. However, the Superintendent, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.

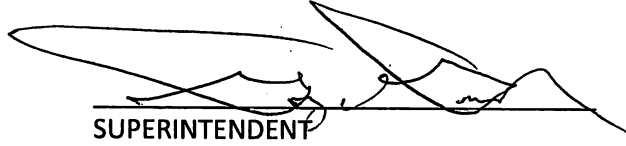
The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and Administrator, subject to the right of the Superintendent to seek to tax such fees as costs against the Board.

Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within one hundred eighty (180) days of the effective date of Administrator's discharge during the term of this Contract. The Decision and Award of the arbitrator shall be final and binding and judgment thereon may be entered in the Circuit Court for the 34<sup>th</sup> Judicial Circuit of Michigan (Ogemaw and Roscommon Counties), pursuant to MCL 600.5001.

19. If any provision of this Agreement 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. The Superintendent agrees that any claim or suit arising out of the Superintendent's employment with the Board must be filed no more than six (6) months after the date of the employment action that is the subject of the claim or suit. The Superintendent understands that the statute of limitations for claims arising out of an employment action may be longer than six (6) months, but agrees to be bound by the six (6) month period of limitation set forth herein and waives any statute of limitations to the contrary. Should a court of competent jurisdiction determine that this provision allows an unreasonably short period of time to commence a law suit, it is the intent of the parties that the court enforce this provision to the extent possible and declare the law suit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.
21. This Agreement is executed on behalf of the C.O.O.R. Intermediate School District pursuant to the authority granted as contained in the resolution of the Board adopted on, March 9, 2016 the same being incorporated herein by reference.

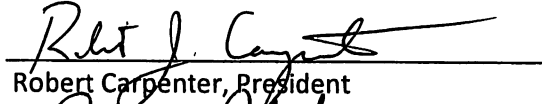
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

Date: 3/9/16

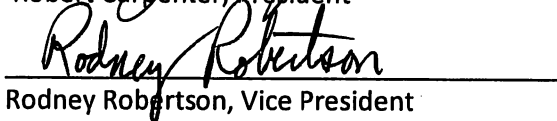
  
SUPERINTENDENT

C.O.O.R. INTERMEDIATE SCHOOL DISTRICT  
BOARD OF EDUCATION

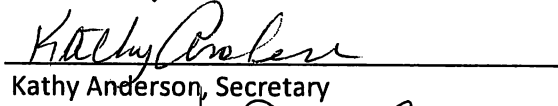
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Robert Carpenter, President

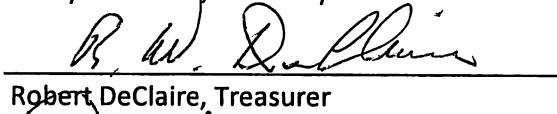
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Rodney Robertson, Vice President

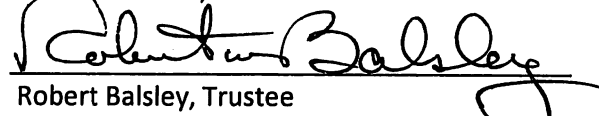
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Kathy Anderson, Secretary

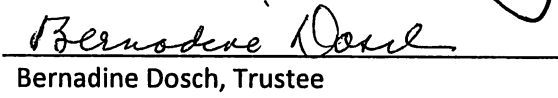
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Robert DeClaire, Treasurer

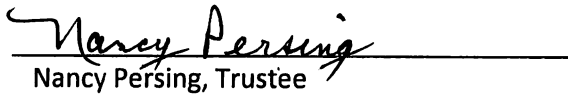
Date: 4-13-16

  
Robert Balsley, Trustee

Date: 5/9/16

  
Bernadine Dosch, Trustee

Date: 3-9-16

  
Nancy Persing, Trustee