



Sparta Area Schools

Superintendent's Contract

THIS AGREEMENT, between the SPARTA AREA SCHOOLS BOARD OF EDUCATION (hereinafter "BOARD") and PETER BUSH (hereinafter "SUPERINTENDENT"), is entered into with respect to SUPERINTENDENT's employment by the BOARD. The BOARD and SUPERINTENDENT agree as follows:

1. CONTRACT PERIOD

The BOARD agrees to employ the SUPERINTENDENT for a term of three (3) years from July 1, 2019, to and including June 30, 2022. Prior to June 30 of each year, the BOARD shall evaluate the SUPERINTENDENT using the Statutes delineated in the Michigan Revised School Code.

2. LENGTH OF WORK YEAR

For the 2019-2022 school years, the SUPERINTENDENT will work 52 weeks each year.

3. SALARY

The BOARD agrees to pay the SUPERINTENDENT a salary of \$158,100.00 for the first year of this contract, payable in 26 equal installments per year. Following the 2019-20 fiscal year, the SUPERINTENDENT's base annual salary shall be as determined by the BOARD*, but shall not be lower than \$158,100.00.

*Provided the SUPERINTENDENT is rated at least 'Effective' on his annual evaluation, the salary for the subsequent years of this contract shall be increased by at least 2%.

4. QUALIFICATIONS

The SUPERINTENDENT represents that he possesses, holds and will maintain all certificates, credentials and qualifications which are required by law, regulation or BOARD policy to serve in the position assigned and shall have completed the continuing education requirements prescribed by the Michigan Department of Education. If at any time the SUPERINTENDENT fails to maintain all certificates, credentials, continuing education requirements or qualifications for the position assigned, this contract shall automatically terminate and the BOARD shall have no further obligations hereunder.

5. DUTIES

The SUPERINTENDENT shall faithfully and conscientiously perform all duties and responsibilities as may be required of him, as the District's Superintendent of Schools, by the Revised School Code (as amended), by any other applicable law, rule or regulation, and by such policies and/or directives as may be reasonably adopted or issued by the BOARD. The SUPERINTENDENT shall act as an advisor to the BOARD on all matters concerning the District's administration and shall apprise the BOARD of administrative action taken on its behalf. The SUPERINTENDENT shall recommend to the BOARD such policies and/or programs as

are believed to be in the best interests of the District and its students, and shall implement, or cause to be implemented, such policies and/or programs as are approved or adopted by the BOARD. The SUPERINTENDENT shall, in all regards, perform the duties and responsibilities incumbent upon him as the chief executive officer of the District in a diligent and good faith manner.

6. OUTSIDE ACTIVITIES

The SUPERINTENDENT shall devote his time and talents to the business of the school district. However, he may serve as a professional consultant to other districts or educational agencies, engage in writing activities and speaking engagements, and engage in other activities which are of short-term duration at her discretion, provided that such activities do not impair his performance. If the SUPERINTENDENT receives honoraria while drawing salary from the district, the honoraria shall be transferred to the district. If the SUPERINTENDENT chooses to use vacation leave to perform outside activities, he shall retain any honoraria paid. The SUPERINTENDENT is hereby granted permission to use any materials developed within the district during his term of office, provided he properly credits the Sparta Area Public Schools. Further, it is understood and agreed that the BOARD may direct the SUPERINTENDENT to cease any Outside Activities in its sole discretion.

7. BENEFITS

The SUPERINTENDENT shall receive benefits as set forth in Appendix A. The BOARD reserves the right to determine the carriers or providers of such benefits, provided the coverages are approximately equivalent. The terms of any contract or policy issued by any insurance company or third party administrator shall be controlling as to all matters covered thereby.

8. SUPERINTENDENT EVALUATION

The BOARD shall evaluate the SUPERINTENDENT according to applicable BOARD Policy and State Law. In the event of conflict between Policy and Law, State Law shall govern. The SUPERINTENDENT's contractual status shall be reviewed at the time the evaluation is handled. No later than June 30 of each contract year, the BOARD will complete the written evaluation of the Superintendent.

9. RENEWAL, NON-RENEWAL AND TERMINATION

This Agreement shall be subject to renewal, non-renewal, or termination as follows:

- (a) Renewal. The BOARD shall annually consider, prior to the end of each fiscal year (June 30th), renewing or extending this Agreement (i.e. reissuing it for a new three-year term) on such terms as may be mutually agreeable to the BOARD and the SUPERINTENDENT.
- (b) Revised School Code. This Agreement shall be subject to automatic renewal, and to non-renewal, in accordance with Section 1229 of The Revised School Code.
- (c) Termination. This Agreement may be terminated prior to its expiration as follows:

- (i) At any time upon mutual written agreement between the BOARD and SUPERINTENDENT;
- (ii) If the SUPERINTENDENT acts unilaterally to terminate the contract, all benefits accorded under this contract will be waived by her.
- (iii) If the BOARD acts unilaterally to discharge the SUPERINTENDENT without just cause resulting in the termination of the contract, all salary and benefits occurring to the SUPERINTENDENT under this contract shall be awarded to the SUPERINTENDENT in full.
- (iv) In the event the SUPERINTENDENT becomes unable, by reason of illness, injury, disability or otherwise, to perform all (or substantially all) of his material duties and responsibilities for ninety (90) or more work days in any consecutive twelve (12) month period, then and in such event the BOARD may, at its option, terminate this Agreement; provided, however, that this provision shall not be construed to deny SUPERINTENDENT any rights he may have under the Family and Medical Leave Act; and
- (v) If the BOARD acts to discharge the SUPERINTENDENT with just cause resulting in termination of the contract, all salary and benefits occurring to the SUPERINTENDENT under this contract shall be forfeited by the SUPERINTENDENT. The Superintendent shall have the right to service of written charges, notice of hearing, and a fair hearing before the BOARD. If the Superintendent chooses to be accompanied by legal counsel at the hearing, the Superintendent would incur those legal charges.
- (vi) “Just cause” shall also include a reason that is not arbitrary or capricious, if it is determined that the standard within MCL 38.101 is applicable to involuntary termination of a superintendent.
- (vii) The “just cause” standard is not applicable to non-renewal of this agreement pursuant to the Michigan Revised School Code, which is discretionary with the BOARD in accordance with applicable statute.
- (viii) This Agreement may also be terminated by an emergency manager appointed under applicable law.

10. TENURE EXCLUSION

This Contract does not confer tenure in position, and tenure is expressly excluded to the SUPERINTENDENT in any and all positions in the District.

11. BOARD POLICIES

To the extent that they are not in conflict with, or specifically addressed by the terms of this Contract, the BOARD policies shall apply to the SUPERINTENDENT.

12. ARBITRATION

Any and all disputes between the parties regarding the application or enforcement of this Contract, including any claims of illegal discrimination, shall be resolved through submission to binding arbitration. Any claim for arbitration must be made to the other party, in writing, within thirty (30) days of the alleged violation. If the parties are unable to mutually agree upon an arbitrator, the matter shall be referred to the American Arbitration Association and processed in accordance with its rules and procedures for employment dispute arbitrations. The SUPERINTENDENT and the District shall split any fees of the arbitrator, but shall otherwise bear their own expenses for the arbitration. The arbitrator shall have the authority to interpret external law, if applicable, and award any relief available under such applicable law. The decision of the arbitrator shall be final and binding on both parties.

13. STATE LEGISLATION/SAVINGS CLAUSE

In the event that State Legislation is passed that negatively affects the financial standing of the district due to wording in this contract, that section will be open to review between the BOARD and the SUPERINTENDENT. If during the term of this contract it is found that a specific clause of the contract is illegal under federal or state law, the remainder of the contract not so affected by such a ruling shall remain in full force and effect.

14. ENTIRE AGREEMENT.

This is the entire agreement between the parties, and supersedes all prior oral and written understandings, promises and contracts between them. No individual BOARD member has authority to modify or terminate this Agreement. This Agreement may be modified only by a written agreement approved by a majority of the BOARD during an open session of the BOARD.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

As approved by a formal action of the BOARD of Education of the Sparta Area Public Schools during a public meeting held on June 24, 2019.

By: _____
Superintendent

6-24-19
Date

By: _____
President, Board of Education

6-24-19
Date

SUPERINTENDENT'S CONTRACT

APPENDIX A

1. The following will be provided in accordance to the customary and usual benefits for supervisory administrative staff at Sparta Area Schools with any applicable limitations:

Medical Health Care Benefit Package. The Superintendent is subject to the legislated hard caps for insurance, as stated in PA 152. Cash in lieu is an option in place of medical insurance at a rate equal to that of the single subscriber maximum hard cap amount (\$6,685.17 for 2019-20).

Life Insurance: \$100,000 Term Life Insurance

Dental Insurance

Full Family Vision Insurance

Long-Term Disability Insurance

2. Work Schedule: The Superintendent shall receive twenty (20) days of vacation annually exclusive of legal holidays. Vacation days shall be taken at a mutually agreed upon time, with up to thirty (30) days accumulative vacations (10 days of carryover max per year).

3. Sick Leave: Twelve (12) days per year accumulated to a maximum of 260 days. Payout for unused sick leave only upon retirement with 5 completed years of service, in accordance with the provisions of the State of Michigan Public School Employees Retirement Act. Payout rate will be same as outlined in the SEA Master Contract. This amount will be capped at \$10,000.

4. Paid Holidays:

Labor Day	Thanksgiving (2)
Christmas (2)	New Years (2)
Good Friday	Memorial Day
July 4 th	

5. Worker's Compensation is provided consistent with State law.

6. Liability Insurance. Liability Insurance in the amount of 1 million in primary, 5 million umbrella will be provided for covered incidents.

7. Personal Days: Five (5) days per year paid personal leave. Unused days will be accumulated as sick leave without carryover of personal leave.

8. Bereavement Leave: The SUPERINTENDENT may use up to five (5) days of bereavement leave for funerals of the following members of his immediate family - spouse, child, parent (in-law), sibling (in-law). The SUPERINTENDENT may use up to three (3) days of bereavement leave for all other members of his immediate family - grandparents, nieces, nephews.

9. Dues paid to the following associations: AASA, MASA, ASCD, Region III, and Kent County Superintendents' Association.

10. Travel Allowance: The Superintendent, when using his own transportation for carrying out responsibilities for school business for the school system will be reimbursed for their mileage at the IRS rate. Not to include travel between personal residence and Sparta Area Schools.

11. The BOARD will reimburse the Superintendent up to \$1,000.00 for one college course taken per year upon successful completion of the course with a "B" average or better. The course must be directly connected to current job responsibilities. The BOARD may approve above \$1,000.00 upon a class-by-class basis.

12. Subject to prior approval of the BOARD, the Superintendent may attend appropriate professional development meetings at the local, state and national levels and shall be reimbursed for any registration fees, tuition, travel, lodging and/or meal expenses for himself.

13. Consistent with the provisions of section 1250 of the Revised School Code, the SUPERINTENDENT'S job performance and job accomplishments, based on mutual goals established by the BOARD and SUPERINTENDENT will be significant factors in determining the SUPERINTENDENT'S compensation. Merit pay, if awarded, shall be included as an addendum to this contract.

By: _____
Superintendent

6-24-19
Date

By: _____
President, Board of Education

6-24-19
Date