

BIRMINGHAM PUBLIC SCHOOLS ADMINISTRATOR'S EMPLOYMENT CONTRACT

CENTRAL OFFICE

THIS AGREEMENT made the *(Date)* day of *(Month)*, 2010, between the Birmingham Public Schools, hereinafter the "School District" and *(Employee Name)* here in after the "Administrator."

The School District hereby agrees to employ the Administrator during the 2010-2011 and 2011-2012 school fiscal year(s), commencing July 1, 2010, and terminating June 30, 2011, subject to the provisions of this Contract. The Administrator shall be assigned to the position of *(Title of Administrator's Position)* subject to the provisions of this Contract.

- (a) Employment and Duties: Said Administrator agrees to perform duties prescribed for his/her assigned position in *accordance* with all laws applicable thereto, fulfill the rules and regulations of the Board and/or Superintendent pertinent thereto and carry out the programs and policies of the School District and/or the Superintendent.
- (b) Certification: The Administrator shall, if required by law, possess and maintain a certificate issued by the Michigan Department of Education valid for the position held by the Administrator, or otherwise be in full compliance with the applicable rules and regulations of said Department relative to administrative certification. The responsibility for obtaining and maintaining the necessary certification rests exclusively with the Administrator.
- (c) Professional Conduct: The Administrator agrees to perform this Contract and the employment duties and functions required of all employees of the School District in a manner that encourages quality in the educational process and fulfills established standards of professional conduct.
- (d) Tenure: As permitted in the Michigan Teachers' Tenure Act, tenure is not granted to the Administrator by virtue of this Agreement or otherwise by virtue of his/her employment by the School District. Tenure may be obtained, if at all, only within the capacity of a classroom teacher. Tenure in any capacity other than that of a classroom teacher is expressly denied.
- (e) Transfer and Reassignment: The Administrator acknowledges that during the term of this Contract, he/she is subject to transfer and/or reassignment by the School District, at its discretion and upon written notice. Should the Administrator be transferred to some other position, he/she shall thereafter be compensated at the annual salary rate, prorated, applicable to the position to which he/she was transferred. However, should the compensation associated with the position to which the Administrator is transferred be less than that set forth within this Agreement, the Administrator shall receive said greater amount throughout the remainder of this Agreement.
- (f) Benefits: The Administrator shall be entitled to those benefits presently applicable to his/her position, including, but not limited to, vacation, medical benefits and insurance protection as established by the School District and set forth within Appendix A, hereto.

The School District expressly retains the right to modify, change, increase, decrease or discontinue benefits existing as of the date of this Contract. The School District shall provide prior notice of any such action regarding benefits.

- (g) Copyright and Patent Interests: The Administrator acknowledges that from time to time in connection with performing work, either a) within the scope of his/her employment duties as herein contemplated or b) outside the scope of his/her employment duties, but occurring during regular or customary work hours or while otherwise being paid salary or compensation as herein provided, he/she may create, conceive, make, develop, invent or suggest original works in which a copyright or patent interest under Federal or State law exists, may be recognized or as to which copyright or patent protection may subsist, including among other forms of work, computer program works, literary works, musical works and the like. In consideration of the compensation or salary paid to the Administrator by the School District in connection with his/her employment, as herein provided, the Administrator agrees that any such original works, as referred to in the preceding sentence, shall be the absolute and exclusive property of the School District; the ownership interest of the Administrator to such original work, if any, being hereby transferred and conveyed in its entirety to the School District. The Administrator shall, at the request of the Superintendent, at any time during his/her employment term or thereafter, execute or sign any documentation that the School District may consider necessary or helpful in the prosecution of copyright or patent applications thereon and will assist in the School District's interest in the conduct of any interference, litigation or other controversy arising in relation thereto. The Administrator further agrees not to reveal to any person, unless authorized by the School District, its Superintendent or its attorneys, any information concerning such original work.
- (h) Termination Prior to Expiration Date: This Contract may be terminated by the School District prior to the expiration date for acts of moral turpitude, misconduct of the Administrator or if the Administrator violates any of the terms or covenants of this Contract. Should the School District consider termination of this Contract as provided above, the School District shall inform the Administrator, through the Superintendent, of the specific reason(s) for said consideration of dismissal and shall provide him/her with the opportunity for a hearing before the Board of Education or its designee. The Administrator may terminate this Contract during its term by giving written notice of his/her election to do so at least ninety (90) days prior to the date of termination, and such notice shall be delivered to the Superintendent or President of the Board of Education.
- (i) Extension of Contract: At the conclusion of each school fiscal year (June 30) the term of this Contract shall be extended one (1) additional school fiscal year unless written notice of non-extension is issued to the Administrator no later than June 30 of the current school fiscal year. In the event notice of non-extension is issued, the Administrator shall commence the second year of this Contract on July 1 and be subject to non-renewal of this Contract the following June 30, pursuant to paragraph (j) herein, Non-renewal of Contract.
- (j) Non-renewal of Contract: Any non-renewal of this Contract shall be pursuant to and in full compliance with the applicable provisions of the Michigan Revised School Code, as amended. Should the Administrator not be provided with written notice of non-renewal prior to the termination date of this Contract, the Contract shall thus be renewed for an additional school year and each year thereafter until such notice is provided.
- (k) The School District shall indemnify and hold the administrator harmless from any and all claims of liability arising out of his and her services as a Central Office Administrator, so long as the actions that are subject of the claim(s) were undertaken in good faith in the exercise of prudent judgment and his interests in relation to the claim(s) are not adverse to those of the School District, as provided by law.

For his/her annual services, the Administrator shall be paid a salary, subject to subparagraph (e) above, during this Contract payable in equal periodic, installments consistent with the School District's policies and procedures. The salary for the 2010-2010 school fiscal year, July 1, 2010 through June 30, 2011 , shall be \$(Annual Salary Amt). The salary for any subsequent school fiscal year(s) shall be determined by the School District and made known to the Administrator, if possible, prior to July 1 of said fiscal year(s). The salary to be paid an Administrator working less than a full school year shall be that pro rata portion of the full school year that this Contract is in effect and the Administrator actually renders service.

The District shall be authorized to make such payroll deductions as shall be required by law or authorized by the Administrator. This Contract is subject to all appropriate Federal and State statutes, rules and regulations.

The forgoing Contract constitutes the complete understanding, duties, rights, and agreements of the parties relative to employment of the Administrator. The Administrator acknowledges that no other promises or agreements, written or oral, relative to his/her employment and/or continuation of employment exist. The Administrator acknowledges and agrees that his/her employment and/or continuation of employment exist. The Administrator acknowledges and agrees that his/her expectations in relation to possible renewal or non-renewal of this Contract, and all other aspects of the employment relationship, are exclusively controlled and determined by the provisions of this Contract and that no person or entity other than the Board of Education for the School District, acting through a majority vote and resolution, has any authority whatsoever to add to, expand upon, restrict or in any manner modify said expectations and provisions.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date and year above written.

Administrator's Name

BIRMINGHAM PUBLIC SCHOOLS

By: _____

Its: Superintendent, David Larson