

EMPLOYMENT CONTRACT BETWEEN  
  
**MICHELLE IMBRUNONE**  
  
AND  
  
**GOODRICH AREA SCHOOLS**  
  
GENESEE, OAKLAND AND LAPEER COUNTIES, MICHIGAN

This contract made and entered into as of the 1<sup>st</sup> day of July, 2014 by and between Goodrich Area Schools, Genesee, Oakland and Lapeer Counties, Michigan, a school district under the laws of the State of Michigan, hereinafter referred to as DISTRICT, and Michelle Imbrunone, hereinafter referred to as SUPERINTENDENT.

WHEREAS, DISTRICT AND SUPERINTENDENT believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the schools;

NOW, THEREFORE, DISTRICT AND SUPERINTENDENT, for the consideration herein specified, agree as follows:

1. EMPLOYMENT AND TERM -

DISTRICT hereby employs SUPERINTENDENT as its Superintendent of Schools under the provisions of Section 1229 of the Michigan Revised School Code, for a term of three (3) years covering the period July 1, 2014 through June 30, 2017. SUPERINTENDENT hereby accepts such employment and agrees to devote her full time efforts thereto and to discharge such duties in a competent and professional manner. Although it is the express intention of the parties that this contract shall be for the period indicated, it is mutually agreed that the covenants herein contained may be terminated in advance of the end of the term hereof upon the happening of any of the following events:

- a. The death of the SUPERINTENDENT.
- b. The permanent total disability of the SUPERINTENDENT.
- c. The acceptance of employment, by the SUPERINTENDENT, with another district or entity without the express written permission of the Board. Permission shall not be unreasonably withheld.
- d. The resignation of the SUPERINTENDENT.

- e. Termination of contract pursuant to Paragraph 14 of this agreement.

DISTRICT may, by specific action, and with the consent of SUPERINTENDENT, extend the termination date of the existing contract to the full extent permitted by State law.

2. RESPONSIBILITIES OF SUPERINTENDENT -

SUPERINTENDENT shall have charge of the administration of the schools under the direction of the Board of Education of the DISTRICT. Subject to the approval of the Board, SUPERINTENDENT shall:

- a. Be the chief executive officer of the DISTRICT.
- b. Direct and assign teachers and other employees of the schools under his supervision.
- c. Organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the DISTRICT.
- d. Recommend all personnel for hire to the Board of Education of DISTRICT.
- e. From time to time, suggest regulations, rules and procedures deemed necessary for the well ordering of the DISTRICT.
- f. Act as chief spokesperson for the DISTRICT in all labor relations.
- g. In general, perform all duties incident to the office of the SUPERINTENDENT and such other duties as may be prescribed by the Board of Education of the DISTRICT from time to time. Furthermore, SUPERINTENDENT shall be bound by all the policies, rules and regulations heretofore and hereafter adopted by the DISTRICT; provided, however, SUPERINTENDENT shall not be bound by any policy, rule or regulation hereafter adopted by the DISTRICT, which violates this Contract, unless such policy, rule or regulation is required by law.

The SUPERINTENDENT shall perform his/her duties over the full fifty-two (52) weeks of the School District's fiscal year (July 1 to June 30), less applicable vacation, leave, and holidays. The SUPERINTENDENT shall be expected to attend meetings of the Board and its committees and to attend and participate in School District functions or, on occasion, other civic activities having relation to the School District's interests within the Goodrich school community. Among his/her other duties, the SUPERINTENDENT shall prepare the agendas for each Board of Education meeting in consultation with the President of the Board or his/her delegate, and forward same to each member of the Board, along with his/her recommendations and supporting documentation on each

agenda item, sufficiently in advance of the meeting so that each member can assimilate such information prior to the meeting. The SUPERINTENDENT will report to the Board information, which would, or might, affect or be relevant to the business of the School District.

SUPERINTENDENT shall devote her full time energies to the responsibilities of this position. SUPERINTENDENT has the Board's permission to continue her educational studies toward the completion of a doctorate or other degree related to the position of SUPERINTENDENT, provided that SUPERINTENDENT's educational studies shall not interfere with the performance of her duties as SUPERINTENDENT and are not scheduled at times SUPERINTENDENT is expected to participate in District meetings, functions or events. Separately, upon prior notice to the Board and prior approval of the Board President, the SUPERINTENDENT may undertake consultative work or teaching during the term of this Agreement, provided that such activities are scheduled outside of regular school hours and do not interfere with the time and effort necessary to perform his/her duties under this Agreement. With respect to any outside teaching, SUPERINTENDENT agrees that s/he shall not undertake such work unless it is scheduled during summer evenings when school is not in session. Further, SUPERINTENDENT agrees to use vacation days in the unlikely event that outside consultative or teaching work of any nature is scheduled on or during a regularly scheduled school business day.

The SUPERINTENDENT also represents and warrants that he/she meets, and will continue to meet, at least the minimum qualifications and certifications required by the State of Michigan to serve as the District's Superintendent of Schools.

Except as otherwise provided in this Agreement, the Board of Education of the DISTRICT shall possess and retain at all times right of assignment of all District employees, provided the other terms of this agreement are not violated. The Board reserves the right to reassign SUPERINTENDENT to another administrative position without reduction in compensation. The members of the Board of Education of the DISTRICT, individually and collectively, shall promptly refer all criticisms, complaints and suggestions to the SUPERINTENDENT for study, recommendation and actions as appropriate.

3. COMPENSATION -

DISTRICT will pay the SUPERINTENDENT at an annual salary rate of \$127,000 for fiscal year 2014-2015. Pending successful annual evaluation, annual increases for fiscal years 2015-2016 and 2016-2017 shall be mutually determined. This annual salary rate shall be paid to SUPERINTENDENT in equal bi-weekly installments of the annual salary rate during the school fiscal year, for services rendered during the preceding time period.

Except as otherwise provided within this Contract, SUPERINTENDENT's salary shall be pro-rated for the number of weeks actually worked, payable in accordance with the District's normal payroll procedures.

As a part of the total compensation for services as SUPERINTENDENT, the district shall make a non-elective contribution to a tax-sheltered annuity for SUPERINTENDENT in the amount of \$2,000 per year for the life of this contract. The SUPERINTENDENT shall own the annuity as required by Section 403(b) of the Internal Revenue Code. The SUPERINTENDENT may arrange through a salary-reduction agreement for additional District contributions to the annuity on her behalf within the applicable legal limits.

The DISTRICT will make such contributions to the Michigan Public School Employees' Retirement System on behalf of the SUPERINTENDENT as are required by law.

The Board of Education of the DISTRICT and SUPERINTENDENT may mutually agree to adjust the salary of SUPERINTENDENT during the term of this contract on an annual basis. Any adjustment in salary made during the life of this contract shall be in the form of an amendment and become part of this contract, but it shall not be deemed that DISTRICT and SUPERINTENDENT have entered into a new contract nor that the termination date of the existing contract has been extended.

4. VACATION AND OTHER PAID TIME -

SUPERINTENDENT shall be deemed a fifty-two week per year administrative employee. SUPERINTENDENT'S vacation entitlement shall be twenty (20) working days per fiscal year. Unless specifically approved, no more than five (5) consecutive vacation days may be taken while school is in session. Accumulation of unused vacation time may extend up to 60 days past the contract year in which they were

earned/granted. Up to ten (10) unused vacation days may be compensated at the per diem rate applicable when earned, if such days are not used as of the 60 day extended period, upon written request to the Board President.

Upon death of an immediate family member or immediate family member of a current spouse (i.e. spouse, child, parent, sibling, and grandparent) up to three (3) days of paid bereavement leave shall be granted. These days shall not be deducted from other benefit time.

SUPERINTENDENT shall be entitled to twelve (12) sick days per year. Sick days may accumulate without limit. Upon resignation or retirement unused sick days shall be paid at a rate of \$80 per day. Prior to returning from surgery or prolonged illness SUPERINTENDENT may be required to provide medical verification at Board expense that they are able to return to work and perform the essential functions of the SUPERINTENDENT.

The following days shall be construed as "paid" holidays: Labor Day, Thanksgiving, the Friday following Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Good Friday, Memorial Day and July 4th. In the event that any of the above days occur on a weekend, a substitute day may be taken the last workday prior to or the first workday after the holiday.

5. OTHER BENEFITS -

DISTRICT shall provide term life insurance coverage for SUPERINTENDENT in the face amount of two times her annual salary.

The DISTRICT shall provide short-term disability coverage for up to 90 (calendar) days of absence due to injury or illness. Such coverage shall be accomplished through a combination of insurance purchased by the district and self-insurance at the discretion of the district. The terms of any purchased policy shall determine the eligibility for collection of benefits regardless of source. The coverage and benefit shall approximate 2/3 the normal daily salary during the contract period. In all situations, accumulated sick days must be used prior to any self-insured contribution by the district. Such coverage shall terminate at the end of 5 years of employment regardless of contract extensions unless specifically renegotiated. An example of the mechanics of such coverage is outlined in Attachment "A."

The District shall provide long-term disability insurance that includes benefits payable upon the 90th calendar day of disability at 66 2/3% of annual contractual salary with a maximum monthly payment of \$7,500.

Offsets - Any amounts of income paid or payable to the SUPERINTENDENT under Workmen's Compensation, School Employees Retirement Program, or any other disability retirement plan provided by governmental agencies, including any payments for which the dependent may qualify as a result of the employee's disability under such plan, and any disability payments under any other group disability income plan.

In accordance with 2011 PA 152, as amended, The DISTRICT shall provide the SUPERINTENDENT with the same health insurance as other administrative staff, for herself and her eligible dependents. Eligible dependents shall be defined by legal, IRS and policy definitions.

EXCEPTIONS:

1. If a husband and wife are both employees of the district, either one may elect health insurance coverage.
2. An employee shall be ineligible if covered by a spouse's employer paid health insurance.
3. The Board shall provide each employee not taking health insurance additional compensation at the rate of \$100 each month.

The DISTRICT shall provide dental insurance to SUPERINTENDENT for each month employed equal to that of other administrative staff, for herself and her eligible dependents, and at the same cost as provided to other administrative staff. Eligible dependents shall be defined by legal, IRS and policy definitions.

The DISTRICT shall provide optical insurance to SUPERINTENDENT for each month employed equal to that of other administrative staff for herself and his/her eligible dependents, and at the same cost as provided to other administrative staff. Eligible dependents shall be defined by legal, IRS and policy definitions.

All insurance coverage shall be subject to standard coordination of benefits (COB) rules as defined within the policy. If the coordination of benefits is between SUPERINTENDENT and her spouse the individual with the earlier birthday in a calendar year shall be primary.

6. EXPENSES

The District will reimburse the Superintendent for reasonable and necessary expenses incurred on District business upon her presentation of itemized expense statements. The Superintendent will submit itemized expense statements, on a monthly basis, to the Board President for review and approval.

Mileage: Mileage incurred for reasonable business travel in excess of 50 miles round trip will be reimbursed at the then applicable IRS rate upon submission of records in a form satisfactory to the Board or its designee.

7. PROFESSIONAL MEMBERSHIPS AND CONFERENCE ATTENDANCE

DISTRICT shall provide professional memberships on behalf of SUPERINTENDENT as indicated in Attachment "B". The DISTRICT shall also cover reasonable expenses, and provide appropriate time away from the district, for professional conferences as indicated in Attachment "B". Other memberships and conferences may be covered by specific approval of the Board. Attachment "B" may be adjusted by mutual consent of Board and SUPERINTENDENT without effect on other provisions of this contract.

8. PROFESSIONAL LIABILITY -

DISTRICT agrees that it shall defend, hold harmless, and indemnify SUPERINTENDENT from any and all demands, claims, suits, actions and legal proceedings brought against SUPERINTENDENT in his individual capacity, or in his official capacity as agent and employee of DISTRICT, provided the incident arose while SUPERINTENDENT was acting within the scope of her employment and excluding criminal litigation and provided further, that said demand, claim, suit, action or legal proceeding is covered under a liability policy of insurance, maintained by DISTRICT, at limits not less than \$1,000,000. In no case, however, will individual DISTRICT Board Members be considered personally liable for indemnifying SUPERINTENDENT against such demands, claims, suits, actions and legal proceedings.

If in the good faith opinion of the SUPERINTENDENT conflict exists as regards the defense to such claim between the legal position of the SUPERINTENDENT and the legal position of DISTRICT, the SUPERINTENDENT may engage counsel, in which event the DISTRICT shall indemnify the SUPERINTENDENT for the costs of legal defense as permitted by State law.

9. EVALUATION

SUPERINTENDENT and the DISTRICT's Board of Education shall work collaboratively to develop and implement a mutually agreeable and legally compliant evaluation instrument to evaluate SUPERINTENDENT's performance of her duties as SUPERINTENDENT; provided, however, the Board of Education reserves its right and obligation to develop a legally compliant evaluation instrument to the extent the parties cannot reach mutual agreement. The Board of Education of the DISTRICT shall evaluate and assess in writing the performance of the SUPERINTENDENT prior to June 30th of the first year of employment in accordance with Board Policy, which will not be inconsistent with this Agreement. During the first year of employment, the Board or SUPERINTENDENT may request periodic evaluation conferences, open or closed, at the election of the SUPERINTENDENT, with the full Board or a committee of the Board, to review performance and progress. Subsequent to the first year of employment an evaluation shall occur at least once per year prior to June 30th during her employment period and/or the term of this contract. This evaluation and assessment shall be reasonably related to the position of SUPERINTENDENT and the goals and objectives of the DISTRICT for the year in review and shall comply with section 1249 of the Michigan Revised School Code, or any amendment thereto.

In the event that the Board of Education of the DISTRICT determines that the performance of the SUPERINTENDENT is less than effective and/or unsatisfactory in any respect, it shall describe in writing, in reasonable detail, specific instances of such performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance to be less than effective and/or unsatisfactory. A copy of the written evaluation shall be delivered to the SUPERINTENDENT. The SUPERINTENDENT shall have the right to make a written reaction or response to the evaluation. This response shall become a permanent attachment to the SUPERINTENDENT'S personnel file. Within thirty (30) days of the delivery of the written evaluation to the SUPERINTENDENT, the Board shall meet with the SUPERINTENDENT to discuss the evaluation.

10. CONFLICTS OF INTEREST

The SUPERINTENDENT will not possess or acquire, directly or indirectly, any interest adverse to the DISTRICT. If a question arises whether the SUPERINTENDENT possesses or has acquired an impermissible conflict of interest,



the SUPERINTENDENT will, as soon as practicable, fully disclose the questioned interest to the Board for its review and disposition, which disposition will be controlling.

11. TENURE

It is mutually understood and agreed that this employment contract does not confer tenure upon the SUPERINTENDENT in the position of SUPERINTENDENT or in any other administrative position within the DISTRICT to which SUPERINTENDENT may be reassigned. The DISTRICT'S failure to continue the SUPERINTENDENT'S employment after the term of this Agreement, or re-employ him/her in any other capacity, will not be considered a breach of this Agreement.

12. PHYSICAL EXAMINATION

It is mutually understood and agreed that upon request, the SUPERINTENDENT shall submit annually to an executive physical examination by a physician of the DISTRICT'S choice with the expense thereof being paid. Upon request, a physician statement verifying the health of the SUPERINTENDENT and an opinion of their ability to continue to perform the essential functions of the SUPERINTENDENT must be presented to the Board. Such information shall be considered highly confidential and protected to the fullest extent provided by law.

13. TERMINATION OR NON-RENEWAL OF CONTRACT

The DISTRICT's Board of Education may terminate this Agreement during its term for any reason(s) that is not arbitrary or capricious. The term "arbitrary or capricious," as used in this paragraph shall be interpreted consistently with the same term as it appears in Article IV Section 1(1) of the Teacher Tenure Act, MCL 38.101(1). SUPERINTENDENT shall be provided an opportunity for a hearing in regard to the prospect of such termination. Such hearing may be open or closed to the public at the option of the SUPERINTENDENT and must occur within thirty (30) days of notice.

DISTRICT's Board of Education may non-renew this Agreement pursuant to Section 1229 of the Revised School Code. SUPERINTENDENT shall remind the Board of Education of its option not to renew her contract two months prior to the ninety (90) day period set forth in Section 1229.

14. LIMITATIONS OF ACTIONS

The Superintendent and the District agree that any civil action or administrative complaint arising from or relating to the Superintendent's employment with the District, the termination of the Superintendent's employment with the District or this Agreement, must be filed no later than 180 calendar days from the date on which the civil action or administrative complaint accrued, or no later than 180 days from the termination of the Superintendent's employment, whichever is sooner. The District and the Superintendent waive any longer limitations period. This paragraph is not intended to, and should not be construed, to extend any statutory limitations period shorter than 180 calendar days.

15. BINDING ARBITRATION

The Superintendent and the District agree that any and all claims arising from, or relating to, the Superintendent's employment with the District or this Agreement will be subject to final and binding arbitration according to the American Arbitration Association's National Rules for the Resolution of Employment Disputes. The Superintendent and the District also agree that a judgment on the award of the arbitrator(s) may be entered in any court of competent jurisdiction. The Superintendent and the District acknowledge and agree this paragraph of this Agreement precludes either from filing covered claims in court and, therefore, waive any otherwise available right to trial by jury.

16. RESIDENCY

The SUPERINTENDENT shall maintain his/her principal residence within a twenty (20) mile radius of the geographic boundaries of the DISTRICT unless otherwise approved by the Board. No residency requirement can be applied if the SUPERINTENDENT'S spouse is employed by another public employer when that spouse is subject to a condition of employment or promotion that requires him/her to reside a distance of less than twenty (20) miles from the nearest boundary of his/her public employer. During the 2014-2015 fiscal year, this requirement is waived. SUPERINTENDENT shall notify the Board in writing each of the need to review the waiver of this requirement not later than May 1. In the event that SUPERINTENDENT relocates her home and family within the District, the District shall reimburse her for up to \$2500 of documented moving and related reasonable and necessary expenses.

17. SAVINGS CLAUSE

If, during the term of this contract it is found that a specific clause of the contract is illegal in federal or state law, the remainder of the contract not affected by such a ruling shall remain in force.

18. WAIVER OF BREACH

The DISTRICT will not waive any breach of any provision of this Agreement except in writing. Such a waiver will not waive future breaches.

19. TOTALITY OF TERMS

This Contract and the attachments referenced within contain all of the terms agreed to by the parties. This contract supersedes any and all prior contracts, agreements, arrangements, communications and understandings, written or otherwise. No individual Board member has the authority to modify any term or condition of this agreement. Modifications to this agreement must be in writing, signed by both parties, and approved at an open meeting 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.


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As approved by formal action of the Board Of Education of Goodrich Area Schools during a public meeting held on July 14, 2014, and


IN WITNESS WHEREOF, the DISTRICT has caused this employment contract to be executed on its behalf by its Board of Education, and the SUPERINTENDENT has approved this employment contract effective on the day and year specified in the originating paragraphs of this document.

GOODRICH AREA SCHOOLS  
Genesee, Oakland and Lapeer Counties Michigan

Contract signed this date:

By:   
David Cramer, President  
Board of Education

Contract signed this date:

By:   
Michelle Imbrunone

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**Short Term Insurance - Contract Model Example**

Salary	Yearly	Weekly	Daily
	127,000.00	2,442.30	488.46
Accumulated sick days			12
Accumulated sick amount			5861.52
Weekly sick pay amount, 67%			1,636.34

	Sick Day	Sick Day	Insurance Use Amount	District Contribution	Contribution Paid	Total Sick Amount Balance
Days	1-7	5	2,442.30	-	-	3,419.22
Days	8-14	2	1,000.00	700.00	1,700.00	2,500.00
Days	15-21	2	1,000.00	700.00	1,700.00	1,500.00
Days	22-28	2	1,000.00	700.00	1,700.00	500.00
Days	29-35	1	500.00	700.00	467.50	
Days	36-42	0		700.00	967.50	
Days	43-49	0		700.00	967.50	
Days	50-56	0		700.00	967.50	
Days	57-63	0		700.00	967.50	
Days	64-70	0		700.00	967.50	
Days	71-77	0		700.00	967.50	
Days	78-84	0		700.00	967.50	
Days	85-90	0		700.00	967.50	

Long-Term disability is effective after 90 days

This model is based on year one. A similar model for years 2 and 3 will be followed using all sick days prior to any district contribution.

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**Approved Memberships:**

Michigan Association of School Administrators (M.A.S.A.)

Michigan Negotiators Association (M.N.A.)

Association of Schools and Curriculum Development (A.S.C.D.) (M.A.S.B.)

**Approved Conferences:**

State Superintendent's Conference (Semi-Annual)

Michigan Negotiators Conference (Semi-Annual)

Michigan Association of School Boards (when accompanying Board Members)