

RECEIVED AUG 01 2012

SAINT LOUIS PUBLIC SCHOOLS

CONTRACT OF EMPLOYMENT – SUPERINTENDENT

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 Saint Louis Public Schools (the "District") meeting held on May 15, 2012, the Board employs Steve Brimmer for a two year period beginning July 1, 2012 and ending on June 30, 2014, according to the terms and conditions described below. The board shall review this contract with the Superintendent annually, and shall, on or before March 1 of each ensuing year, take official action in writing. If no action is taken by the Board, the contract shall be deemed to have been extended for an additional year.

1. **Duties.** Superintendent shall perform the duties of Superintendent as prescribed by the Board and as may be established, modified, or amended from time to time by the Board.
 - A. The Superintendent will advise to the Board on matters pertaining to school administration and the District, and will inform the Board as to administrative action taken on its behalf.
 - B. The Superintendent shall recommend, effect, or cause to be effected, the policies and programs of the Board as may be adopted, and will faithfully and diligently fulfill all the duties and obligations incumbent upon him/her as the chief executive officer of the District.
 - C. The Superintendent acknowledges the Board's ultimate authority to assign his duties, and further agrees to faithfully perform those duties and to diligently implement the Board's policies and education programs.

2. **Qualifications.** Superintendent represents that he/she possesses and shall maintain all certificates, credentials, and qualifications required by law, including Michigan Department of Education Regulations, and those required by the Board to serve in the position assigned. As a condition of his/her continued employment, Superintendent also agrees to meet all continuing education requirement for the position assigned, as may be required by law or the Michigan State Board of Education. If at any time 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 agrees to 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 pledges to use his best efforts to maintain and improve the quality of District operations and to constantly promote efficiency in all areas of his responsibility. Further, the Superintendent

agrees to 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. Aside from devoting his/her talents, skills, efforts, and abilities toward performing the duties of the superintendent, it is agreed that provided these duties are fulfilled, and given board approval, the superintendent shall be allowed to engage in outside activities including; consulting work, speaking engagements, writing, lecturing, or other professional duties and obligation such as taking summer school and other academic coursework to promote ongoing learning and professional engagement in a variety of educational settings.

4. **Performance Evaluation.** The Board shall evaluate the Superintendent formally twice in the first year of employment and in subsequent years will evaluate the Superintendent at least annually, using criteria and an evaluation process mutually agreed on by the Board and the Superintendent. The Board also agrees to annually review its own performance and invite the participation of the Superintendent in the process. The Superintendent shall notify the Board, no later than February 1 of each year, of its obligation to perform this evaluation.
5. **Compensation.** Superintendent shall be paid at an annual (12-month) salary rate of not less than Ninety-Five Thousand Dollars (\$95,000) in consideration of his/her 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 prescribed above.
 - B. Any adjustment in salary made during the term of this Contract shall be in the form of a written amendment and, when executed by Superintendent and the Board, shall become a part of this Contract.
6. **Professional Development.** The Board will pay the Michigan Association of School Administrators (MASA), the Association for Supervision and Curriculum Development (ASCD), and the Michigan School Business Officials (MSBO) annual membership dues for the Superintendent. Subject to approval by the Board, the Superintendent may attend appropriate professional meetings at the state or national level and shall be reimbursed for any related registration fees, tuition, travel, lodging, reasonable meal expenses for himself/herself not prepaid by the Board.
7. **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 Superintendent and his/her eligible dependents for the following insurance programs:
 - A. Simply Blue HDHP hospital/medical insurance plan. If the Superintendent elects to not participate in the health plan, he/she will receive an annual payment of Two Thousand Two Hundred dollars (\$2,200) as cash in lieu of the health insurance benefit.
 - B. EyeMed Access Plan A for vision care

- C. Meritain dental care program, as per coverage schedule.
 - D. Term life insurance, up to a total of Three Hundred Fifty thousand Dollars (\$350,000.00) (The Board will cover all tax liability for the term life insurance on behalf of the Superintendent.)
 - E. Long Term Disability insurance
8. **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 insurance 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 coverages for Superintendent and his/her 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. 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.
9. **Vacation.** The Superintendent is employed on the basis of fifty-two (52) weeks of work per fiscal year (July 1 through June 30) as scheduled by the Board. The Superintendent shall receive twenty-five (25) vacation days per contract year to accumulate to a maximum of thirty (35) days per year. Specific vacation days must be applied for in writing. A maximum of ten (10) vacation days be carried over into the next contract year. Upon separation of the Superintendent's employment with the District, unused vacation days will be paid on the Superintendent's per diem rate. If the Superintendent leaves the District before the completion of his/her contract, payment for unused vacation days will be pro-rated based on the Superintendent's per diem and the number of days earned. Superintendent shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of School District business.
10. **Holidays.** The Superintendent is entitled to the following holidays: New Year's Eve, New Year's Day, Good Friday, Memorial Day, 4th of July, Labor Day, Deer Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve and Christmas Day.
11. **Authorized Absence.** If Superintendent is absent from duty on account of personal illness or disability, he/she shall be allowed full pay for a total of twelve (12) days per contract year. Unused paid leave days shall be cumulative to a maximum of sixty (60) days for absence due to personal illness or disability of Superintendent. Any accumulation beyond 60 days may be placed in a sick bank. This bank may be used by any administrator with an extreme or unusual illness that extends beyond their individual sick leave bank, with maximum usage of 30 days.

- A. **Personal Leave Days.** Superintendent shall be allowed three (3) personal days per contract year. Superintendent may accumulate a maximum up to six (6) personal days within their contract.
 - B. **Funeral Leave.** Superintendent shall be entitled to receive up to five (5) days with pay due to death of a member of the immediate family, which shall be interpreted to mean current spouse, child, parent, grandparent, grandchildren, brother, sister, father-in-law, mother-in-law, daughter-in-law, son-in-law, or any other member of the family who lives in Superintendent's home.
12. **Disability.** In the event of Superintendent's mental or physical incapacity to perform the duties of his/her office, he/she 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. Accrued sick leave, personal leave, and/or vacation shall be used during this time. Health plan premium payments shall be made on behalf of Superintendent during this interval to the extent required by law. Upon utilizing leave under this provision, Superintendent shall furnish medical certification to the Board (or its designee) respecting the necessity for the leave.
- A. If the Board (or designee) has reason to doubt the validity of the medical certification supplied by Superintendent, it may require a second opinion, at Board expense.
 - B. Superintendent may request a ninety (90) workday unpaid leave extension in the event of his/her 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 Superintendent will be able to resume his/her duties at the end of the extended leave interval. Medical certification shall be supplied by Superintendent as a condition to any leave extension. Any extensions of leave for this purpose shall be at the Board's discretion.
 - C. If Superintendent is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any leave extension), his/her 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. Prior to any resumption of duty after an unpaid leave of absence for a serious health condition, Superintendent shall provide to the Board a fitness for duty certification from 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.
13. **Medical Examination.** Superintendent shall submit to such medical examination, 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.

- A. Upon request of the Board, Superintendent shall authorize the release of medical information necessary to determine if Superintendent is capable of performing the essential job functions required by his/her assignment, with or without reasonable job accommodation(s). Any physical or mental examination or disclosure of such information required of Superintendent by the Board shall be job-related and consistent with business necessity.
 - B. 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 confidential.
- 14. No Tenure In Position.** Superintendent agrees that he/she shall not be deemed to be granted continuing tenure in this position, or any other administrative 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 School District or the Board's decision not to continue or renew the Superintendent's employment for any subsequent period in any capacity, other than as a classroom teacher as may be required by the Michigan Teachers' Tenure Act, be deemed a breach of this Contract or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.
- 15. Errors and Omissions Insurance.** 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/her authority. The policy limits for this coverage shall be not less than one Million Dollars (\$1,000,000.00).
- 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 of premium amounts for the above errors and omissions coverage.
 - B. In the event that such insurance coverage cannot be purchased in the above amount or at a reasonable premium rate, the Board shall have the right to discontinue said 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).
- 16. Termination for Cause.** The Board is entitled to terminate the Superintendent's employment for cause that is not arbitrary or capricious at any time during the term of this Contract, including for any act of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, 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 shall not apply to nonrenewal of this Contract at the expiration of its term, which decision is discretionary with the Board.
 - B. In the event that the Board undertakes to dismiss Superintendent during the term of this Contract, he/she 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 contractual obligation.

17. **Dispute Resolution.** In the event of any dispute between the parties relating to discharge of Superintendent during the term of this Contract, the parties agree to submit such dispute to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes administered by the American Arbitration Association. Arbitration under this provision shall be conducted under the terms of the Michigan Arbitration Act, MCL 600.5001 et seq. and MCR 3.602.
- A. The parties intend that this process of dispute resolution shall include all contractual and statutory claims advanced by Superintendent arising from Superintendent's discharge during the Contract term including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief.
 - B. This agreement to arbitrate waives Superintendent's right to adjudicate discrimination claims in a state or federal court judicial forum, but does not restrict Superintendent from filing a claim or charge:
 - (i) With a state or federal agency (i.e., Michigan Department of Civil Rights or Equal Employment Opportunity commission), or
 - (ii) For unemployment compensation or workers' compensation.
 - C. This agreement to arbitrate does not waive any statutory rights or remedies in the arbitration proceedings. The parties have the right to representation by counsel, the right to appoint a neutral arbitrator, the right to reasonable discovery, and the right to a fair hearing.
 - D. The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and Superintendent, subject to Superintendent's right to seek to tax such fees as costs against the Board.
 - E. 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 Superintendent's discharge. The Arbitrator's Decision and Award shall be final and binding, and judgment thereon may be entered in the Circuit Court for the 29th Judicial Circuit of Michigan (Gratiot County).
18. **Entire Agreement.** This Contract contains the entire agreement and understanding between the Board and Superintendent as to the employment of Superintendent. Representations, promises, contracts, or understandings (written or oral) not contained in this Contract have no effect.
- A. All prior agreements pertaining to, connected with, or arising in any manner out of the employment of Superintendent by the Board, are terminated and shall have no effect. Provided, however, that this Contract is voidable under the Revised School Code's provisions pertaining to criminal records checks.
 - B. No change or modification of this Contract shall be valid or binding unless it is in writing and signed by 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. **Authorization.** This Contract is executed on behalf of the School District pursuant to the authority contained in the resolution of the Board adopted on _____, 2012, the same being incorporated herein by reference.

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

Date: 6-22, 2012

Steve Brummer
Superintendent

ST. LOUIS PUBLIC SCHOOLS
BOARD OF EDUCATION

Date: June 25, 2012

By:

[Signature]
Its: President

Date: June 25, 2012

By:

[Signature]
Its: Vice-President

Date: June 25, 2012

By:

Its: Secretary

Date: June 25, 2012

By:

[Signature]
Its: Treasurer