

SUPERINTENDENT CONTRACT

BETWEEN

Jonesville Community Schools

- and -

Chellie Broesamle

July 1, 2012 - June 30, 2015

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SIGNATURE PAGE

SUPERINTENDENT CONTRACT

THIS CONTRACT is entered into as of the later date set forth alongside the Parties' signatures below by and between Reading Community Schools and Jonesville Community Schools ("the School Districts") and Chellie Broesamle ("Superintendent").

PREMISES

A. Jonesville Community Schools ("Jonesville") and Reading Community Schools ("Reading") (collectively "the School Districts") have entered into a Dual Superintendency Cooperative Agreement (the "Cooperative Agreement"), whereby Jonesville and Reading will each simultaneously employ the same person as Superintendent (and therefore some references hereafter are to "Dual Superintendent"), and this Contract is in all respects subject to the terms and conditions of the Cooperative Agreement.

B. Costs, as outlined in this Contract, are to be prorated between Jonesville and Reading in accordance with the Cost Allocation Standard for which reference is made in Section 1.4(e) of the Cooperative Agreement and the cost allocation process set forth in Section 3.5 of the Cooperative Agreement (collectively the "Cost Allocation Standard").

C. This Contract is to comply with the requirements of Section 1229 of the Revised School Code that the Superintendent be an employee of the District and that the Superintendent contract be in writing, and in addition to establishing their employer/employee relationship, this Contract serves as the basis of effective communication between the parties as they fulfill their governance and administrative functions in the operation of the educational programs of District and its schools.

D. The term "law" as used in various compliance provisions in this Contract, shall mean applicable State of Michigan or federal law, and Michigan Department of Education, State Superintendent or State Board of Education rules, regulations, administrative decisions, policies or guide-lines pertaining to local school district Interim Superintendent qualifications, duties, compensation, contract or contract termination.

NOW, THEREFORE, in consideration of the Premises and their obligations to each other, the District and the Superintendent agree as follows:

ARTICLE I
DURATION AND QUALIFICATIONS

1.1. Employment Period. The School Districts hereby employ Chellie Broesamle as Superintendent of Schools for a term of three (3) years beginning July 1, 2012 and ending June 30, 2015. The Superintendent hereby accepts such employment and agrees to devote his/her efforts thereto, in accordance with this Contract, and to discharge his/her duties and responsibilities in a competent and professional manner.

1.2. Qualifications. The Superintendent represents that he/she holds all certificates and credentials required by law and by the District to qualify for and accept this Superintendency. If at any time the Superintendent fails to hold or qualify for the certificates required for Superintendent, this Contract shall automatically terminate.

1.3. Annual Medical Examination. The Superintendent shall have a comprehensive medical examination, prior to the commencement of the Contract term and each contract year thereafter, and a statement certifying to the physical competency of the Superintendent shall be filed with the President of the Board of Education (sometimes the "Board") of the District and treated as confidential information by the Board. Any costs of said medical examination not covered by the board provided health insurance shall be paid by the district in accordance with the

cost allocation standard.

1.4. No Tenure. This Contract does not confer tenure upon the Superintendent in the position of Superintendent or in any other administrative position within the District, but shall be deemed to recognize only such continuing tenure as an active classroom teacher in the School District in which the Superintendent previously taught as accorded under the provisions of the Michigan Teacher Tenure Act.

ARTICLE II **INTERIM SUPERINTENDENT DUTIES AND RESPONSIBILITIES**

2.1. Duties and Responsibilities. Subject to the limitations set forth below, and the conditions and procedures set forth in the Cooperative Agreement, the Superintendent shall have charge of the administration of the schools under the direction of the Board. The Superintendent shall, and shall be entitled to:

- (a) be the chief executive officer and chief administrative officer of the School Districts;
- (b) attend each meeting of the Boards;
- (c) present his/her recommendations to the Boards on any subject under consideration by the Boards;
- (d) serve as an ex-officio member without voting rights of each committee established by the Boards
- (e) direct and assign teachers and other employees of the schools under his/her supervision;
- (f) organize, reorganize and arrange the administrative, supervisory and instructional staff and supervise the business affairs, as best serves the Districts;
- (g) select, subject to approval of the Boards, place and transfer all personnel of the Districts;
- (h) from time to time suggest regulations, rules, and procedures deemed necessary for the well ordering of the Districts; and
- (i) in general, perform all duties incidental to the office of

Superintendent and such other duties as may be prescribed by the Boards from time to time.

2.2. Limitations on Superintendent Duties and Responsibilities.

Notwithstanding the forgoing provisions of this Article or related provisions elsewhere in this Contract, but in accordance with Cooperative Agreement, the Superintendent shall have no duties, either direct or supervisory, in any of the following circumstances or situations:

- (a) Approval, interpretation or enforcement of any contract between the School Districts.
- (b) Resolution of any dispute or conflict, contractual or non-contractual, arising between the two School Districts, except for the Dual Superintendent's obligation as promptly and simultaneously as practicable, to notify the Boards of Education of both School Districts as to occurrence or anticipation of such dispute or conflict.
- (c) In the event of competition between the School Districts for fixed amount programs or resources, schools of choice students, personnel, or otherwise, the Superintendent shall have no duty whatsoever, either direct or supervisory, including application, approval, recommendation, advice or selection, with respect to the matter of such competition, except for the Dual Superintendent's obligation as promptly and simultaneously as practicable, to notify the Boards of Education of both School Districts as to occurrence or anticipation of such competition.

2.3. Shared Information. Each School District acknowledges that the Dual Superintendent, while acting for one School District, may become aware of information pertaining to duties or interests in the other School District, and agrees

that the Dual Superintendent shall, and shall be expected by both School Districts to, share such information with the other School District. Neither School District may expect or require the Dual Superintendent to hold such information confidential from the other School District.

2.4 Time Expectation. Taking into account the Dual Superintendent's service to both School Districts, the Dual Superintendent shall perform administrative services pertaining to a School District at the administrative offices of either School District, and shall visit the schools and programs of the School Districts as the Superintendent deems necessary or appropriate. Superintendent activities affecting both School Districts may be performed at such location as the Superintendent deems necessary and appropriate. It is the expectation that the Dual Superintendent's time actually involved in the matters and affairs of the School Districts shall be in excess of 40 hours per week, vacation days and holidays excepted, and that the Superintendent shall be available and on-call to the Districts, as provided in the Cooperative Agreement, for extraordinary assignments and as circumstances typically warrant the attention and availability of a Superintendent of Schools.

ARTICLE III **COMPENSATION AND BENEFITS**

3.1. Salary. Subject to adjustment in accordance with the Cost Allocation Standard, the District shall be responsible for payment of its prorated share of the Dual Superintendent's total annual salary of \$115,000 for the 2012-2013 district fiscal year.

3.2. Retirement Benefits and Car Allowance. Additionally, and subject to adjustment in accordance with the Cost Allocation Standard, the District shall be responsible for payment of its prorated share of a total retirement benefit of \$2,500 for the Districts fiscal year 2012-2013. This amount will increase by \$500 each year to a maximum amount of \$5,000. The retirement benefit shall be applied toward a Board approved tax-deferred annuity. The retirement benefit payments shall be

made in equal bi-weekly installments beginning with the commencement of District 2012-2013 fiscal year. The District shall be responsible for payment of its pro-rated share of the \$500 per month for automobile allowance.

3.3. Insurance. As part of the compensation and benefits package for the Dual Superintendent, the following coverage's, as a single total insurance package shall be provided by Jonesville, subject to adjustment in accordance with the Cost Allocation Standard and subject to Jonesville's right to substitute insurance carriers providing comparable coverage:

- (a) The Superintendent will receive up to the following amount monthly to purchase insurance, fund HSA and/or cover additional medical, dental, vision or life insurance expenses.

Single Person	\$458.00
2-Person	\$916.67
Family	\$1,250.00

Should the Superintendent choose to take cash-in-lieu and not purchase insurance, \$300 per month would be placed into an annuity of his/her choice.

If both parties agree, insurance coverage can be changed to a different provider or plan.

Negotiations for insurance and wage shall be opened yearly.

Should the Superintendent terminate employment with Jonesville, the Superintendent and/or his/her family, pursuant to the federal COBRA Act, may be eligible to retain health, dental and vision insurances on a direct-pay-plus-2%-administrative fee basis through Jonesville's group carrier.

- (b) The Superintendent shall receive Long Term Disability Insurance.
- (c) The above-mentioned insurance benefit programs shall be provided within the underwriting rules and regulations as set forth by the carrier's master contract with Jonesville.

- (d) The Superintendent shall have school-paid life insurance. The policy amount is to be at twice the rate of the Superintendent's salary.
- (e) If national health insurance coverage is enacted which eliminates the need for employer based contributions, this section will be revisited and renegotiated immediately.

3.4. **Vacation and Holidays.** The Superintendent is eligible to receive twenty (20) paid vacation days annually. No more than five (5) unused vacation days per year may be rolled over without the express approval of the Board of Education. No more than ten (10) unused vacation days may accumulate over the life of the contract. Upon the retirement/resignation of the Superintendent, the Board shall compensate the Superintendent for no more than one (1) day of unused vacation leave to increase for each year of service up to 10 days. Said compensation shall be based upon a per-diem calculation of the final annual salary amount and shall be placed in an annuity of the Superintendent's choosing. The following days will be considered holidays for the Superintendent. If the holiday falls on a Saturday or Sunday the preceding Friday or following Monday will be used as the holiday.

Good Friday
July 4th
Labor Day
Thanksgiving Day
Friday following Thanksgiving Day
Christmas
New Years Day
Memorial Day
Two (2) Floating Holidays

3.5. **Sick-Leave Days and Personal-Business Days.** The Superintendent shall be granted nine (9) sick-leave days and three (3) personal-business days during each contract year. Unused personal-business days will accrue as sick-leave days. Sick-leave days may accumulate to ninety (90) days. All

sick-leave days will be carried over from the current contract between Jonesville Community Schools and Chellie Broesamle.

3.6. Out-of-District Travel and Cell Phone Reimbursement. All reasonable expenses for out-of-both-School Districts travel, lodging and meals will be submitted to the Board for approval and payment at the current federal mileage reimbursement rate. The boards will reimburse Chellie Broesamle for a cell phone at the rate of \$75 per month. This amount will be revisited in six months and based on actual cost of cell phone charge for districts purposes. Such reimbursement shall be paid, subject to adjustment in accordance with the Cost Allocation Standard.

3.7. Professional Dues. Jonesville shall pay, subject to adjustment in accordance with Cost Allocation Standard for the current school year, the cost of State Association dues and association meeting expenses incurred by the Superintendent. The Superintendent shall attend appropriate professional meetings at the local and State level, the expenses of which will be paid for by Jonesville, subject to adjustment in accordance with the Cost Allocation Standard. Attendance at national meetings shall require prior approval of Jonesville Board of Education and Reading Board of Education. The Boards agree to pay the Superintendent's membership dues for up to two (2) local civic/service organizations.

3.8. Cost Allocation. To the extent that payment of the Dual Superintendent compensation and benefits costs set forth in this Article fully identifies, as legally required or otherwise appropriate, the Dual Superintendent as an employee of both School Districts compensated in their respective pro-rated shares, such costs may be paid by either School District and reimbursed by the other School District in accordance with the Cost Allocation Standard.

ARTICLE IV **EVALUATION AND REFERRAL**

4.1. Evaluation. On or before March 31st of each contract year each

Board and Superintendent shall meet for the purpose of mutual evaluation of the performance of the Superintendent (using the criteria and an evaluation process mutually agreed to by the Board and the Superintendent), and for expressing recommendations and observations on how such performance may be continually improved. The time and date of the meeting shall be agreed to by the parties sufficiently in advance of the meeting to permit adequate preparation for a constructive exchange of views.

4.2 Referral. Separately from annual evaluation, members of the Board, individually or collectively, shall promptly refer all criticisms, complaints and suggestions called to their attention concerning the District to the Superintendent for study and recommendation.

ARTICLE V **ERRORS AND OMISSIONS INSURANCE**

5.1. Insurance. The District shall 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 course and scope of his/her authority. The policy limits for this coverage shall not be less than \$2,000,000. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of the 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 and/or at a reasonable premium rate, the Board shall have the right to discontinue such coverage and shall so notify the Superintendent. In that event the Board shall consider on a case by case basis whether to provide legal defense and/or indemnification to the Superintendent.

ARTICLE VI **EARLY TERMINATION**

6.1. Disability. Should the Superintendent be unable to perform under this

Contract by reason of illness, accident or other cause beyond his/her control and said disability exists for a period of more than six (6) consecutive months, or if said disability is permanent, irreparable, or of such nature as to make his/her contract performance duties impossible for a period of more than six (6) months, the District may, at its option, terminate this Contract, whereupon the respective duties, rights and obligations hereunder shall terminate, but long term disability and health benefits may continue under applicable insurance.

6.2. Termination for Incompatibility. In the event of any incompatibility of office arising from the Dual Superintendency as provided in the Cooperative Agreement, the District shall have the termination right and attendant stipulated damages obligation as provided in the Cooperative Agreement. In the event of such incompatibility, the Superintendent also has a termination right to the extent provided in the Cooperative Agreement.

6.3. Termination for Other Cause. This Contract may be terminated at any time, subject to due process requirements, when the Superintendent, in the District's judgment, has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if the Superintendent materially breaches the terms and conditions of this Contract.

6.4. Resignation. Subject to the Superintendent otherwise determining to resign his/her position with both School Districts prior to the expiration of this Contract, the Superintendent may, and in such case shall, give notice of resignation to the District at least sixty (60) days prior to the Superintendent's last working day for the District.

ARTICLE VII **MISCELLANEOUS**

7.1. Arbitration. In the event of a dispute between the parties relating to

any provision of this Contract, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this Contract, the parties hereby agree to submit such to binding arbitration. Such arbitration shall be conducted under the rules of, and administered by, the American Arbitration Association. The arbitrator's fees and the expense of the American Arbitration Association shall be shared equally by the parties. All parties are entitled to have representation of their own designation; however, each party shall be responsible for the costs of such respective representation.

7.2. Entire Agreement. Together with the Cooperative Agreement, this Contract constitutes the entire understanding and agreement of the parties, superseding any prior agreements.

7.3. Amendment. No change shall be effective with respect to the terms of this Contract unless in writing and signed by both parties.

7.4. Waiver. Failure to enforce or require compliance with any of the terms or conditions of this Contract shall not constitute a general waiver or relinquishment of any terms or conditions of this Contract.

7.5. Severability. The unenforceability of any provision of this Contract shall not affect the enforceability of the remaining provisions of this Contract, and to this end, the provisions of this Contract are severable.

7.6. Effectiveness. This Contract shall become effective at such time as this Contract has been executed by all parties, and the Contract between the Dual Superintendent and the other School District shall likewise have come into effect.

IN WITNESS WHEREOF, the District has caused this Contract to be executed on its behalf by its authorized officers, and the Superintendent has executed this Contract on the date(s) so indicated with their signatures.

Dated: _____

By: _____

Kathleen Schmitt,
President – Board of Education

Dated: _____

By: _____

Michelle Taylor,
Secretary – Board of Education

Dated: _____

By: _____

Chellie Broesamle,
Superintendent