

**July 2011 – June 2013**

**SUPERINTENDENT CONTRACT**

**BETWEEN**

**BOARD OF EDUCATION**

**OF**

**KALEVA NORMAN DICKSON SCHOOL DISTRICT**

**- and -**

**MICHAEL S. MATESICH**

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## **SUPERINTENDENT CONTRACT**

THIS CONTRACT is entered into as of reference date of March 14, 2011, by and between the Kaleva Norman Dickson School District (“KND School District”) and Michael S. Matesich (“Superintendent”).

### **PREMISES**

A. The Kaleva Norman Dickson School District and Bear Lake Schools have entered into a Joint Superintendency Cooperative Agreement (the “Cooperative Agreement”), whereby the Kaleva Norman Dickson School District and Bear Lake Schools will each simultaneously employ the same person as Superintendent (and therefore some references herein-after 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 Superintendent’s Contract, as provided in Article I, Section 1.4(e), of the Joint Superintendency Cooperative Agreement (the “Cooperative Agreement”), are to be prorated between the Boards of Education of the Kaleva Norman Dickson School District and Bear Lake Schools on a current, respective 64%-36% basis. **NOTE:** The allocation of costs, prorated by a respective payment percentage between the Boards of Education the KND and Bear Lake Schools, shall be calculated each October (after the September counts) and applied to that school year of operation. SEE ADDENDUM I attached to this document for the calculation of the percentage proration.

C. The School Districts had previously entered into an Inter-local Agreement establishing the Manistee County School Management Cooperative Council (the “Council”), and pursuant to the Cooperative Agreement, the Council has a primary role in assuring that the Cooperative Agreement and the dual-Superintendency protect, advance, and promote the interests of both School Districts, so as to thereby avoid any incompatibility of office in law or in practice as could affect the dual-Superintendent of the School Districts.

D. This Contract is to comply with the requirements of Section 1229 of the Revised School Code that the Superintendent be an employee of the KND School 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 ad-

ministrative functions in the operation of the educational programs of the KND School District and its schools.

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

**TERMS AND CONDITIONS**

**ARTICLE I**

**DURATION AND QUALIFICATIONS**

**1.1. Employment Period.** The KND School District hereby employs Michael S. Matesich as its Superintendent of Schools for a term of two (2) years beginning July 1, 2011, to and including June 30, 2013. The Superintendent hereby accepts such employment and agrees to devote his efforts thereto, in accordance with this Contract, and to discharge his duties and responsibilities in a competent and professional manner. Unless the Board of Education gives written notice of non-renewal of this contract to the Superintendent of Schools at least ninety (90) days before the contract's termination date, this contract will, without further action, be automatically renewed for an additional one-year period, as provided by Section 1229 of the Revised School Code. The Superintendent shall advise the Board of Education of this obligation during the month of January 2013, and thereafter on an annual basis each January.

**1.2. Qualifications.** The Superintendent represents that he holds all certificates and credentials required by law and by the KND School 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 KND Board of Education and treated as confidential information by the Board. The KND School District shall be responsible for payment of 50% of the medical examination.

**1.4. Time Expectation.** Taking into account the dual-Superintendent's service to both School Districts, the dual-Superintendent shall perform administrative services pertaining to the Districts at the administrative offices of the Districts, and shall visit the schools and programs of the 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.

**1.5. Tenure as Superintendent.** This Contract does not confer tenure upon Superintendent in the position of Superintendent or in any other administrative position within the KND School District, but shall be deemed to recognize only such continuing tenure as an active classroom teacher as accorded under the provisions of the Michigan Teacher Tenure Act.

**ARTICLE II**  
**SUPERINTENDENT'S 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 of Education of the KND School District. Subject to the approval of the Board, the dual-Superintendent shall:

- A. be the chief executive officer of the KND School District;
- B. direct and assign teachers and other employees of the schools under his supervision;
- C. organize, reorganize and arrange the administrative, supervisory and instructional staff and supervise the business affairs, as best serves the KND School District;
- D. select all personnel for the Board of Education of the KND School District;
- E. from time to time suggest regulations, rules, and procedures deemed necessary for the well ordering of the KND School District; and,

- F. in general, perform all duties incidental to the office of Superintendent and such other duties as may be prescribed by the Board of Education of the KND School District from time to time.

**2.2. Limitations on Superintendent Duties and Responsibilities.** Notwithstanding the foregoing 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. Negotiation, approval, recommendation, advice, interpretation or enforcement of any contract between the School Districts.
- B. Recommendation for allocation of costs of any joint purchase, joint employment, or other joint programs between the School Districts.
- C. 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.
- D. In the event of competition between the School Districts for fixed-amount programs or resources, personnel, or otherwise, the dual-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 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.

**ARTICLE III**  
**COMPENSATION AND BENEFITS**

**3.1. Wages and Board-paid Benefits.** Under the terms of the Cooperative Agreement, adjusted as provided in Article I, Section 1.4(e), the KND School District shall be responsible during the 2011-2012 school year for payment of \$ 75,200, or 64% of a total salary and the district-paid benefit package (to include retirement benefits, under Section 3.2, including employer's social security contribution, and insurance, under Section 3.3). During the 2012-2013 school year the KND School District shall be responsible for payment of \$ 76,800, or 64% of a total salary and the district-paid benefit package for his services as Superintendent of the KND School District. (SEE ADDENDUM I attached to this document for the calculation of the percentage proration.) To the extent that such payments fully identify, as legally required or otherwise appropriate, the dual-Superintendent as an employee at both School Districts compensated in the respective shares provided in this Section 3.1, retirement contributions, or insurance premiums (or realized savings for the benefit of the dual-Superintendent) may be paid by one School District and reimbursed by the other School District pursuant to the Cooperative Agreement, Article I, Section 1.4(e). Reimbursements, or other contracted services, paid to or for dual-Superintendent will be invoiced to back to the other School District after payment of same by whichever, with such billing to be paid back within thirty (30) days of receipt.

**3.2. Retirement Benefits.** As part of the salary and benefit package, out of the total dollar amount to be paid by the KND School District and set forth in Section 3.1, the dual-Superintendent may determine, subject to the requirements of law, the amount to be allocated to any existing and available tax-deferred retirement programs, and coordinate payment of such amounts with similar payments by Bear Lake Schools. In addition to the total dollar amount of salary to be paid by the KND School District and set forth in Section 3.1, the Board will contribute into an Employer Contribution Plan (*Deferred Compensation-Section 403(b) Plan*), to the Superintendent, subject to the requirements of law, to be paid out in two (2) annual installments each year (if the Superintendent continues to be so employed) from 2011-2012 through the 2012-2013 school year, in the amount of \$ 5,120, or 64%, of the total dollar amount to be paid as set forth in Section 3.1, according to the allocation of costs as prorated by a respective payment percentage between the Boards of Education the KND and Bear Lake Schools, which shall be calculated each October (after the September counts) and applied to that school year's operation. (SEE ADDENDUM I attached to this document for the calculation of the percentage proration.) The Superintendent shall convert

this contribution to the regular salary schedule for placement in a tax-sheltered annuity, by giving annual written notice of that conversion request. If the contract with the Superintendent is terminated by the Board prior to being fully vested, the balance of this account belongs to the Superintendent. Should the Superintendent terminate the contract prior to being fully vested, the Board, at its discretion, shall determine the use of the balance of the account.

**3.3. Insurance.** As part of the salary and benefit package, and subject to Bear Lake Schools' to substitute insurance carriers providing comparable coverage, the following coverages shall be provided by Bear Lake Schools to the dual-Superintendent:

- A. District shall pay the premium toward health, dental and vision insurance for Superintendent and his family.

Should Superintendent terminate employment with District, per the COBRA Act, which took effect July 1, 1986, Superintendent and/or his family may be eligible to retain health, dental and vision insurances on a direct-pay-plus-2%-administrative fee basis through the District's group carrier.

- B. The District shall pay the premium toward a \$50,000 life insurance policy for the Superintendent, provided he is insurable.

Should the Superintendent terminate employment with the District, he shall have thirty-one (31) days from the date of termination to convert his group life insurance policy to an ordinary life insurance policy, without medical examination. If it is possible to retain and transfer some term life insurance coverage to a direct-pay basis, the Superintendent is responsible for such arrangements.

- C. The District shall pay the premium toward a salary-replacement program, for coverage in the event the Superintendent is unable to perform his duties as a result of a disability occurring from injury or illness.

- D. The District agrees to provide the above-mentioned insurance benefit programs within the



underwriting rules and regulations as set forth by the carrier's master contract with the District.

- E. The Superintendent shall have both school-paid, life insurance and salary-replacement insurance terminated on the last day of employment with the District.

**3.4. Vacation.** Concurrently with such benefit from the other School District, the Superintendent shall be entitled to four (4) weeks' (twenty [20] working days') vacation (excluding holidays) during each contract year at a time mutually agreeable to by all parties. Vacation days in excess of three (3) continuous weeks will be arranged with each Board of Education.

**3.5. Sick-Leave Days and Personal-business Days.** Concurrently with such benefit from the other School District, the Superintendent shall be granted eight (8) sick-leave days and (2) personal-business days during each contract year. Unused personal-business days will accrue as sick-leave days. Subject to adjustment and allocation between the School Districts to reflect the length of service by the dual-Superintendent to each School District, sick-leave days may accumulate to sixty (60) days, and upon termination, the unused and accumulated sick-leave days shall be paid for at the rate of \$100 per day, up to a maximum of sixty (60) days.

**3.6. Out-of-district Travel/Expense Reimbursement.** In addition to the salary and benefit package, expenses for out-of-district travel/expense, for which the end destination of such incurred travel/expense shall not be "school specific" for either the KND School District or Bear Lake Schools, will be submitted to the Board for approval for such expense reimbursement and mileage payment at the current Federal mileage reimbursement rate. Such reimbursement/payment shall be paid under the terms of the Cooperative Agreement, adjusted as provided in Article I, Section 1.4(e). Out-of-district travel/expense for professional development or for legislative meetings will be approved and paid for by each District on a 50/50 basis.

Out-of-district travel/expense, for which the end destination of such incurred travel or expense shall be "school specific" for either the KND School District or Bear Lake Schools, will be submitted to that "school specific" Board for approval for such expense reimbursement and mileage payment at

the current Federal mileage reimbursement rate.

**3.7. Professional Dues.** In addition to the salary and benefit package, and adjusted as provided in Article I, Section 1.4(e), the KND School District agrees to assume 50% of 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 the KND School District. Attendance at national meetings shall require prior approval of the Board of Education.

**3.8. Continuing Education.** In addition to the salary and benefit package, and adjusted as provided in Article I, Section 1.4(e), the KND School District agrees to reimburse the dual Superintendent, on a 50/50 basis, for any continuing education credit hours at \$100-per-credit-hour.

**3.9. Other Benefits.** In addition to the salary and benefit package and adjusted as provided in Article I, Section 1.4(e), the Superintendent shall have all other fringe benefits granted by the Kaleva Norman Dickson School District and by Bear Lake Schools to their respective full-time, unionized employees.

#### **ARTICLE IV** **EVALUATION AND REFERRAL**

**4.1. Evaluation.** The Boards of Education of the Districts shall evaluate and assess, in writing, the performance of the Superintendent at least once prior to March 31<sup>st</sup> of each contract year.

**4.2. Referral.** Separately from annual evaluation, members of the Board of Education of the KND School District, 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** **INDEMNIFICATION**

**5.1. Indemnification.** The Districts shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual capacity, or in his official capacity as agent and employee of the Districts, provided the incident arose while the Superintendent was acting within the scope of his 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 the Districts. In no case, however, shall individual District Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

**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 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 contract performance duties impossible for a period of more than six (6) months, a District may, at its option, terminate this Contract, whereupon the respective duties, rights and obligations hereunder shall terminate with the exception of long term disability and health insurance premiums.

**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, other gross misbehavior, or professional malfeasance or misfeasance recognized as just cause for termination under applicable state or federal law.

**6.4. Resignation.** Should the Superintendent otherwise determine to resign his position with the

Districts prior to the expiration of this Contract, the Superintendent shall give notice of resignation to the District at least sixty (60) days prior to the Superintendent's last working day for the KND School 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 Kaleva Norman Dickson School 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: \_\_\_\_\_  
Jeanette A. Somsel, President

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Heather R. Stapley, Secretary

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Michael S. Matesich, Superintendent

**ADDENDUM I  
 FORMULA FOR THE  
 ANNUAL ALLOCATION OF COSTS  
 OF DUAL-SUPERINTENDENCY  
 BETWEEN THE BOARDS OF EDUCATION  
 KALEVA NORMAN DICKSON SCHOOL DISTRICT  
 AND  
 BEAR LAKE SCHOOLS**

In October each year (following the count day in September), the following formula will be used to figure the annual allocation of costs of the Dual-Superintendency between the KND and Bear Lake School Districts for that school year:

**STUDENT COUNT PERCENTAGE**

The total enrollment of each DISTRICT will be divided by the TOTAL enrollment of BOTH DISTRICTS, for a student count percentage of total.

BEAR LAKE (September BL Count)	KND (September KND Count)	TOTAL (Total Count of BOTH Districts)
<b><u>BL Count divided by TOTAL</u></b>	<b><u>KND Count divided by TOTAL</u></b>	<b><u>TOTAL %-age</u></b>

**EXAMPLE:**

385	828	1210
385 divided by 1210 = <b><u>32%</u></b>	828 divided by 1210 = <b><u>68%</u></b>	1210 STUDENTS = <b><u>100%</u></b>

**SUPERINTENDENT WORK SPLIT**

<b><u>50%</u></b>	<b><u>50%</u></b>	<b><u>100%</u></b>
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**TOTAL OF TWO FORMULAS ABOVE – BY DISTRICT**

<b><u>82%</u></b>	<b><u>118%</u></b>	<b><u>200%</u></b>
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**FORMULAS ABOVE TIMES 50% EACH – BY DISTRICT**

<b><u>41%</u></b>	<b><u>59%</u></b>	<b><u>100%</u></b>
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