

BRANDYWINE COMMUNITY SCHOOLS
CONTRACT OF EMPLOYMENT - SUPERINTENDENT

Whereas, the Board of Education of the Brandywine Community Schools (“Board”) and Dr. John H. Jarpe (“Superintendent”) believe that this Employment Contract will enhance administrative stability and continuity so as to improve the quality of the education program within the Brandywine Community Schools (“School District”); and

Whereas, the Board and Superintendent believe that this employment Contract will foster effective communication between the parties as they fulfill their respective governance and administrative functions in the operation of the School District; then

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 of the Brandywine Community Schools meeting held on May 14, 2007 the Board employs Dr. John H. Jarpe for a three-year period beginning July 1, 2007 and ending on June 30, 2010, according to the terms and conditions described below.

1. **Duties.** Dr. John H. Jarpe 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. The Superintendent acknowledges the ultimate authority of the Board with respect to his duties and agrees to faithfully perform those duties and to diligently implement the Board’s policies and education programs.

- A. As Chief Executive Officer of the School District, the Superintendent shall have charge of the administration of the schools within the Board’s jurisdiction and shall, subject to Board approval:
 - i. Organize, reorganize, and arrange the administrative and supervisory staff (including instruction and business affairs) in a manner which best serves the School District;
 - ii. Recommend all teaching and administrative personnel for hire; and
 - iii. Recommend policies, and establish regulations, rules, and procedures deemed necessary for the well ordering of the School District.
- B. The Superintendent shall have the right to attend and is required to attend all meetings of the Board and of Board Committees that are held in open session under the Michigan Open Meetings Act, MCL 15.261 *et seq*, unless for reasonable cause.
- C. The Superintendent is subject to assignment and transfer to another position of administrative employment in the School District at the Board’s discretion.

2. **Qualifications.** The Superintendent represents that he 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 continued employment, the Superintendent also agrees to meet all continuing education requirements for the position assigned, as may be required by law or the Michigan State Board of Education. If at any time the 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 School 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.

4. **Compensation.** The Superintendent shall be paid at an annual (12-month) salary rate of not less than One Hundred Five Thousand Dollars (\$105,000.00) in consideration of his performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board. Any salary adjustments made during the term of this Contract shall be in the form of a written amendment. When executed by the Superintendent and the Board, any such salary adjustment shall become a part of this Contract.

5. **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 be granted vacation time of twenty (20) days per fiscal year.

- A. Vacation days must be used within the fiscal year for which they are made available and the Superintendent shall not receive any additional compensation in lieu of vacation days.
- B. The Superintendent shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of School District business. All scheduling of vacation is subject to the Board's approval.
- C. Unused vacation days shall not be made available nor compensation provided to the Superintendent if this contract is terminated under Section 7C (Contract Termination).

6. **Performance Evaluation.** Not later than March 31st of each year, the Board shall annually evaluate and assess in writing the Superintendent's performance. This evaluation and assessment shall be reasonably related to the Board-approved position description for the Superintendent. Consistent with Section 1229(1) of the School Code, if written notice of nonrenewal of the Contract is not given at least 90 days before the Contract's termination, the Contract is renewed for an additional one (1) year period. *See* MCL 380.1229(1).

7. **Contract Termination.** If the Superintendent's employment is terminated during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further contractual obligation. The Superintendent's Contract of Employment may be terminated as follows:

- A. By mutual agreement of the Board and the Superintendent;
- B. By the Superintendent filing a written resignation with the Board Secretary, on or before March 1st of each year; further, if the Superintendent leaves his position before July 1 of any year, he shall pay the Board at the rate of \$100 per day for each work day that remains in that school year after his departure;
- C. By the Board at any time during the term of this Contract for acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if the Superintendent materially breaches the terms and conditions of this Contract.
 - i. The foregoing standards for termination of this Contract during its term shall not apply to nonrenewal of the Contract at the expiration of its term, which decision is discretionary with the Board. The Board and Superintendent agree that employment beyond the term of this contract is at-will and nonrenewal need not be for cause.
 - ii. If the Board undertakes to dismiss the Superintendent during the term of this Contract, he shall be entitled to written notice of charges and an opportunity for a hearing before the Board.

8. **Disability.** In the event of the Superintendent's mental or physical incapacity to perform the duties of his office, he 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. Health plan premium payments shall be made on behalf of the Superintendent during this interval to the extent required by law. Upon utilizing leave under this provision, the 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 the Superintendent, it may require a second opinion, at Board expense.

- B. The Superintendent may request a ninety (90) workday unpaid leave extension in the event of his 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 the Superintendent will be able to resume his duties at the end of the extended leave interval. Medical certification shall be supplied by the Superintendent as a condition to any leave extension. Any extensions of leave for this purpose shall be at the Board's discretion.
- C. If the Superintendent is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any leave extension), his 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, the Superintendent shall provide to the Board a fitness for duty certification from the 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.

9. **No Tenure In Position.** The Superintendent agrees that he shall not be deemed to be granted continuing tenure in the position initially assigned or to which he may be assigned or transferred or in any 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. Nor shall 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 Agreement or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

10. **Medical Examination.** The Superintendent shall submit to such medical examinations, 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, the Superintendent shall authorize the release of medical information necessary to determine if the Superintendent is capable of performing the essential job functions required by his assignment, with or without reasonable job accommodation(s). Any physical or mental examination or disclosure of such information required of the 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 inquires shall be confidential.

11. **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 the Superintendent and his eligible dependents for the following insurance programs:

- A. Health insurance: MESSA Choices II
- B. Dental insurance: Delta Dental
- C. Vision insurance: VSP 3
- D. Term life insurance: \$250,000
- E. Long Term Disability insurance: Coverage not to be less than 2/3 current salary at the time of disability. Maximum \$5000/month.

12. **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 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 the Superintendent and his 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. The 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.

13. **Errors and Omissions Insurance.** The Board agrees to pay the premium and any applicable deductible amounts 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 authority. The policy limits for this coverage shall be not less than Five Million Dollars (\$5,000,000).

- 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 the premium and deductible 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).

14. **Holidays.** Consistent with the School District's calendar, the Superintendent is entitled to the following holidays for which no service to the School District is required:

<u>Holiday</u>	<u>Day(s)</u>
Winter Recess	4 ½
Memorial Day	1
Independence Day	1
Labor Day	2
Thanksgiving	2

15. **Authorized Absence.** If the Superintendent is absent from duty on account of personal illness or disability, he shall be allowed full pay for a total of twelve (12) days per contract year. Unused paid leave days due to the Superintendent's personal illness or disability shall accumulate without limit.

- A. **Personal Leave Days.** At the Board's discretion and approval, the Superintendent may be granted up to two (2) personal leave days per contract year. Unused personal leave days are not deductible from accumulated sick leave and do not accumulate beyond the contract year.
- B. **Funeral Leave.** The 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 the Superintendent's home.

16. **Reimbursed Expenses.** The Superintendent shall be eligible to be reimbursed for travel, meals, and lodging in accordance with per diem expense and reimbursement procedures established by the Board. Any expense to be incurred by the Superintendent for out-of-district travel shall be submitted in advance for review and approval by the Board or its designee. The Superintendent shall be required to present an itemized account of his reasonable and necessary expenses in accordance with direction of the Board or its designee.

- A. Membership in Professional Organizations. Subject to prior approval by the Board, the Superintendent's fees or dues for membership in appropriate professional organizations shall be paid by the Board.
- B. Professional Development. Subject to prior approval by the Board, the Superintendent may attend appropriate professional meetings at the local, state, and national levels, and shall be reimbursed for any related registration fees, tuition, travel, lodging, reasonable meal expenses for himself not prepaid by the Board.
- C. Vehicle Expense. Recognizing the unique nature of the Superintendent's professional duties, the Board shall reimburse the Superintendent for all business-related mileage incurred by the Superintendent's personal vehicle at the Board approved rate. Such reimbursement shall be consistent with regulations of the Board and shall specifically exclude mileage incurred for travel between the Superintendent's residence and the School District and personal business.

17. **Entire Agreement.** This Contract contains the entire agreement and understanding between the Board and the Superintendent as to the employment of the 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 Board's employment of the Superintendent, 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 the 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.

18. **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).

19. **Authorization.** This contract is executed on behalf of the Brandywine Community Schools pursuant to the authority contained in the resolution of the Board adopted on May 14, 2007, 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: _____

Dr. John H. Jarpe
SUPERINTENDENT

BRANDYWINE COMMUNITY SCHOOLS
BOARD OF EDUCATION

Date: _____

By: _____
Its President

By: _____
Its Secretary

**CONTRACT OF EMPLOYMENT - ADDENDUM
SALARY AND BENEFIT**

This is to authorize the following changes to the Employment Contract of John H. Jarpe: That the annual (12 month) salary rate increase to not less than One Hundred Six Thousand Fifty Dollars (\$106,050.00); the Health Insurance benefit be MESSA Choices II with \$10/\$20 Rx copay, full family, Major Medical insurance coverage. The contract shall continue in force from July 1, 2007 and ending on June 30, 2010.

Authorized by action of the Board of Education at a Regular Meeting held on May 12, 2008

Date: _____

John H. Jarpe
SUPERINTENDENT

BRANDYWINE COMMUNITY SCHOOLS
BOARD OF EDUCATION

Date: _____

By: _____
Its President

By: _____
Its Secretary

CONTRACT OF EMPLOYMENT - ADDENDUM

This is to authorize the following changes to the Employment Contract of John H. Jarpe: That the contract shall continue in force from July 1, 2009 and ending on June 30, 2011.

Authorized by action of the Board of Education at a Regular Meeting held on August 10, 2009

Date: _____

John H. Jarpe
SUPERINTENDENT

BRANDYWINE COMMUNITY SCHOOLS
BOARD OF EDUCATION

Date: _____

By: _____
Its President

By: _____
Its Secretary

CONTRACT OF EMPLOYMENT - ADDENDUM

This is to authorize the following changes to the Employment Contract of John H. Jarpe: That the contract shall continue in force from July 1, 2011 and ending on June 30, 2012.

Authorized by action of the Board of Education at a Regular Meeting held on June 21, 2010.

Date: _____

John H. Jarpe
SUPERINTENDENT

BRANDYWINE COMMUNITY SCHOOLS
BOARD OF EDUCATION

Date: _____

By: _____
Its President

By: _____
Its Secretary

CONTRACT OF EMPLOYMENT - ADDENDUM

This is to authorize the following changes to the Employment Contract of John H. Jarpe:

- That the contract shall continue in force from July 1, 2012 and ending on June 30, 2013.
- Section 11/11A. 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 of 90% on behalf of the Superintendent and his eligible dependents for the following insurance programs:

- A. Health insurance: MESSA Choices II, full family, Major Medical insurance coverage with \$10/\$20 Rx co-pay, \$300/\$600 deductible, \$20 office co-pay.

Authorized by action of the Board of Education at a Regular Meeting held on August 22, 2011.

Date: _____

John H. Jarpe
SUPERINTENDENT

BRANDYWINE COMMUNITY SCHOOLS
BOARD OF EDUCATION

Date: _____

By: _____
Its President

By: _____
Its Secretary