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**OLIVET COMMUNITY SCHOOLS**  
**CONTRACT OF EMPLOYMENT**  
**2012 – 2014**  
**SUPERINTENDENT OF SCHOOLS**

It is hereby agreed by and between the Board of Education of the Olivet Community Schools (hereinafter "Board") and Brooke Judd (hereinafter "Superintendent in accordance with its action found in the minutes of its meeting held on the 25<sup>th</sup> of June, 2012 has and does hereby approve the employment of Brooke Judd as its Superintendent of Schools for a period of two years, renewable annually, commencing on July 1, 2012 and ending June 30, 2014 according to the terms and conditions as described and set forth herein as follows:

**WITNESSETH:**

A. Employment and Duties. The Superintendent is employed on the basis of fifty-two (52) weeks of work per year (July 1 through June 30) as scheduled by the Board. She shall perform the duties of Superintendent of Schools as prescribed by the School Code of the State of Michigan MCL 380.132 and by the rules and regulations of the State Board of Education and as may be established, modified and/or amended from time to time by the Board. The Superintendent acknowledges the ultimate authority of the Board with respect to her responsibilities and directions related thereto. The Superintendent is subject to assignment and transfer to another position of employment in the School District at the discretion of the Board.

B. Contract Term: The Board agrees to employ Brooke Judd as Superintendent of Schools for the term of two years, commencing on July 1, 2012 to and including June 30, 2014.

The Board shall review this contract with the Superintendent annually, and shall on or before March 31 of each ensuing year, take official action determining whether or not it is extended for an additional year and notify the Superintendent of its action in writing.

The work schedule of the Superintendent shall consist of at least 230 work days, of a possible 260 days per year. The Superintendent is entitled to the 10 holidays for which no service to the district is required: Labor Day (1 Day), Thanksgiving (2 days), Christmas (3 days), New Year's Day (2 days), Memorial Day (1 day), July 4<sup>th</sup> (1 day). The Superintendent shall also be granted 20 additional vacation days per fiscal year. Vacation days should be used as to not interfere with the Superintendent's assigned duties.

Due to the nature of the work, formal work hours are difficult to establish because if the Superintendent is needed, she is expected to be where she is needed in order to perform their duties effectively. As with any administrative and salaried position, she is expected to work beyond the minimal daily expectations because the nature of the position is complex and diverse.

C. Early Termination: This contract may be terminated prior to the contract expiration date if:

1. The Superintendent shall
  - a. Fail to possess or continue to possess any qualification required by law;
  - b. Be convicted of a felony or of a crime involving moral turpitude;
  - c. Resign giving 30 calendar days written notice or such other period as shall be mutually agreeable;
  - d. Be unable to perform the normal duties of her position by reason of disability for a period or periods aggregating ninety (90) calendar days during a twelve-month period upon

written notice to the Superintendent or her personal representative;

- e. The Superintendent materially breaches the terms of this Contract. By way of illustration, rather than limitation, the Superintendent may be deemed to have materially breached the terms of this agreement by engaging in misconduct, neglect of duty, or conduct that has a substantial adverse impact on the reputation of the Olivet Community Schools. However, prior to making a determination that a breach has occurred, the Board shall give the Superintendent an opportunity to have a hearing before the Board, The Superintendent shall have the right to request either an open or closed hearing in accordance with the provisions of applicable law and to representation by counsel of her own choosing and at her own expense. The determination of the Board shall be in writing and given to the Superintendent within a reasonable time after the termination of such hearing.

2. This contract may be terminated during its term pursuant to a reduction in administrative personnel, as determined by the Board. The Superintendent shall be given at least thirty (30) days notice of termination prior to the effective date of layoff. In the event of layoff, the Board shall have no further obligation under this contract.

D. Evaluation: The Board shall evaluate the Superintendent at least annually, by February 28<sup>th</sup>, using the criteria and an evaluation process mutually agreed upon by the Board and the Superintendent in accordance with Board policy. If deficiencies exist in performance that could lead to non-renewal of this contract, the Superintendent shall be given prior notice of the deficiencies and a reasonable opportunity to take corrective action. Any non-renewal notice must be issued by March 31st.

E. Tenure. This contract does not confer tenure upon the Administrator in the position of Superintendent or any other administrative position in the district.

F. Professional Liability. The Board shall maintain a liability insurance policy with the Superintendent covered as an insured subject, however, in all respects to the rules, regulations and contractual provisions, including eligibility, of the policy.

G. Residency: The Superintendent shall maintain her actual resident and legal domicile within 20 miles of the boundaries of the Olivet Community Schools for the duration of this Agreement.

H. Medical Examination: The Superintendent also agrees to have a comprehensive medical examination once every year. A statement certifying to the physical competency of the Superintendent shall be submitted to the President of the Board and shall be treated as confidential information. The Board shall pay for any portion of the said examination not covered by the Superintendent's health insurance policy.

I. Compensation: The Superintendent shall be paid an annual salary of not less than \$98,500.00. This is in consideration of her performance of the duties and responsibilities of the position of Superintendent of the Board as set forth herein. The annual salary shall be paid in twenty-six (26) equal bi-weekly installments during the applicable twelve-month period July 1st through June 30th. Upon separation of the Superintendent during any fiscal contract year, her salary shall be adjusted to reflect payment, on a per diem basis, for the number of days on which services were actually and physically rendered during the contract year. Any amounts due the Superintendent upon separation shall be emitted by the Board to her as soon as such amounts can diligently be determined. Any salary amounts received by the Superintendent in excess of days actually worked during the fiscal/contract year shall be deducted from the Superintendent's remaining wages. The Superintendent, by executing this contract, hereby gives her written consent for the wage deduction within three (3) business days of separation from employment. If

not paid in this manner, the Superintendent agrees that judgment may be entered against her in any Michigan court of competent jurisdiction for such amount(s).

The Board hereby retains the right to adjust the annual salary of Superintendent during the term of this contract, which any such salary adjustment shall not reduce the annual salary below the minimum annual salary prescribed hereinabove. 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.

J. Professional Development: The Superintendent's participation in the Michigan Association of School Administrators (MASA) Courageous Journey program will be funded by the District. Upon prior approval, the Superintendent may attend other professional meetings at the local and state levels, the expenses of said attendance to be paid by the District. The District shall reimburse the Superintendent for all reasonable expenses resulting from the performance of the duties as Superintendent within the Board policies in place.

The Superintendent will be reimbursed up to \$3,132.00 for graduate coursework tuition during 2012 only, provided a grade of B or better is achieved.

Beginning in January, 2013, \$1,500 is also provided to the Superintendent for professional development. The Superintendent may use their professional development budget to pay for additional tuition (provided the grade of B or higher is achieved), professional development, books related to the position, or technologies that will be used in the course of their professional responsibilities. Any technology or books purchased become the property of the Superintendent.

K. Professional Affiliations: The District will pay the dues of the Michigan Association of Schools Administrators (MASA) and the MASA Region in which the school district is located, as well as other appropriate affiliations as approved by the Board.

L. Benefits: During the term of this contract, the Superintendent shall receive the insurance benefits provided by the district to full-time professional administrative staff in accordance with the Board of Education policy. These benefits currently include:

1. Full Family Health Insurance:
  - a.) Simply Blue High Deductible Health Care Plan or equivalent in which the Superintendent pays the deductible, plus dental (80/80/80) with \$1,300 orthodontics, or
  - b.) The Superintendent may choose to take cash-in lieu of insurance and receive \$7,500/year (\$625/month) plus dental (50/50/50) with \$1,300 orthodontics.
2. Family Vision insurance administered by A.D.N.
3. Long-Term Disability insurance at 70% of wages with a 60 calendar day waiting period.
4. Sick Leave Days of ten (10) per year. These days may be accumulated with up to and including 60 days which may be banked. If the Superintendent first served as a teacher or administrator, any accumulated days may carry over to a maximum of 60 banked days.
5. District paid retirement benefit through MPSERS.
6. An Administrator who has a minimum of 15 years of service to the Olivet Community Schools will receive a severance payment upon terminating employment. The payment will be .6% (.006) of the average of their highest three (3) years of compensation at Olivet Schools multiplied by their years of service. Years of service will include any service in public education as an administrator or as a teacher and any military service if service was

on leave or layoff from Olivet Community Schools. The years of service are not to exceed 30 years.

7. The Administrator shall receive while performing assigned duties an annual allowance of Twenty-Five Hundred and 00/100 (\$2,500.00) for travel expenses incurred in the discharge of their duties within the Intermediate School District in accordance with Board policy (In-CISD mileage).
8. Term life insurance in the amount of two (2) times salary to a maximum of \$200,000.00 subject to eligibility and the terms of the carrier of the policy.
9. An allowance of \$600.00 per year (\$150.00 quarterly) shall be paid for personal cell phone, internet, and data usage.

Employment Agreement: This contract contains the entire employment agreement between the Superintendent and the Olivet Community Schools.

This agreement is executed on behalf of the School District pursuant to the authority granted as contained in the resolution of the Board adopted on June 25, 2012, the same being incorporated herein by reference.

In Witness Whereof, the parties have caused this Agreement to be executed.

  
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Brooke Judd, Superintendent of Schools

7/9/12  
Date

  
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Bethel V. Page, President, Olivet Community Schools Board of Education

7-12-12  
Date

  
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Patricia Sheets, Secretary, Olivet Community Schools Board of Education

7/9/2012  
Date