

Employment Contract

**Between Brown City Community Schools
And
Jerry Steigerwald
Superintendent of Schools**

2010-2011

2011-2012

2012-2013

This contract entered into on this 18th day of October, 2010 between the Brown City Community Schools Board of Education hereinafter called "Board of Education", and Jerry A. Steigerwald, hereinafter called the "Superintendent".

WITNESSETH:

1. Duties

The Superintendent agrees, during the period of this contract, to faithfully perform his duties and obligations in such capacity for the school district including, but not limited to, those duties required by the School Code. He will act as an advisor to the Board on matters pertaining to the school administration or the School District and he will inform the Board as to administrative action taken on its behalf. The Superintendent shall recommend, effect, or cause to be effected, the policies and programs of the Board of Education as may be adopted. He will faithfully and diligently fulfill all the duties and obligations incumbent upon him as the executive head of the administrative section of the school system and School District.

2. Term

The Board agrees to employ Jerry A. Steigerwald for the term of three years from July 1, 2010 to and including June 30, 2013.

The Board shall review this contract with Superintendent, annually and shall on or before March 31st 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. If the Board takes no action, the contract shall be deemed to have been renewed for an additional year.

3. Evaluation

The Board shall evaluate the Superintendent, at least annually, using the criteria and an evaluation process mutually agreed to by the Board and the Superintendent.

4. Tenure

The Superintendent shall not be deemed to be granted continuing tenure in such capacity, but shall be deemed to have been granted continuing tenure as an active classroom teacher in accordance with the provisions of the Michigan Teacher Tenure Act.

5. Professional Liability

The district agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in his individual capacity, or in his official capacity as agent and employee of the District, provided the incident arose while Superintendent was acting within the scope of his employment and excluding criminal litigation. The Board shall provide public liability insurance for the Superintendent to cover legal expenses in defense of claims and payments of judgments resulting from his functioning as Superintendent and will reimburse him for any portion of such expense and judgments personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

6. Professional Growth

The Superintendent may attend professional meetings at the local, state, and national levels, the expense of said attendance to be paid by the District. The District shall reimburse the Superintendent for all reasonable expenses resulting from the performance of his duties as Superintendent, including continuing education.

7. Professional Dues

The District shall pay the Association dues of the Superintendent for the American Association of School Administrators, the Michigan Association of School Administrators, Region in which the School District is located, as well as others appropriate affiliation as approved.

8. Medical Examination

The Superintendent agrees to have a comprehensive medical examination once every other year. A statement certifying to the physical competency of the Superintendent shall be submitted to the Superintendent's personnel file and shall be treated as confidential information.

9. Compensation

A. The Board agrees to pay the Superintendent for his services during each year of said contract in equal installments unless otherwise agreed to by the parties. Compensation shall be:

- 2010-2011 \$ 100,657
- 2011-2012 Increase equal to BCFT Contract
- 2012-2013 Increase equal to BCFT Contract

Said salary shall be reviewed annually and is subject to upward revision by agreement of the parties. In no case will salary be lowered.

B. **Annuity and/or Deferred Compensation** – The following compensation amounts are provided by tax-sheltered annuities and after tax annuities.

- 2010-2011 \$13,000
- 2011-2012 \$13,000
- 2012-2013 \$13,000

C. **Longevity** - After ten (10) years of Administrative Employment/service in the Brown City School District, the Superintendent shall annually receive an amount equal to 5.93% of his/her base salary.

D. **Additional Work Responsibilities** – Food Service Supervision. The District reserves the right to terminate this stipend at any time.

- 2010-2013 \$1,500

10. Fringe Benefits

The Board of Education shall provide the Superintendent, Jerry A. Steigerwald with the following benefits:

- a. Health, dental, vision and long term disability insurance provided to other administrative employees. Employee will pay 10% of the illustrated rate of health insurance benefits which include health, dental, vision and LTD. Employee contribution will be payroll deducted.
- b. Term life insurance in the amount of Two Hundred Thousand (\$200,000) during the term of this contract and any extension thereof, payable to such beneficiaries as the Superintendent may designate.
- c. The Superintendent shall be afforded 13 sick days/3 personal days, accumulated without limit. Upon termination of the Superintendent's employment with the District, the Superintendent shall be paid for his unused accumulated sick leave at a rate of \$50.00 per day. Bereavement days not to be deducted from sick days.

- d. Twenty five (25) vacation days per year to be accumulated without limit. These shall be in addition to the holidays recognized by the District. Employee has the option to purchase up to ten (10) unused vacation days per year at his/her daily rate of pay.
- e. The Board, during the term of this contract, shall purchase and maintain one Whole Life Insurance policy on the life of said Superintendent for the face amount of One Hundred Thousand (\$100,000). Should the Board terminate the Superintendent's employment for any reason, other than for reasonable and just cause, or should the Superintendent elect to retire or elect not to re-enter into a renewal of the contract, the Board shall assign ownership of such life insurance policies to the Superintendent with all future premiums, if any paid in full.
- f. The Superintendent, at the time of retirement or departure from Brown City Community Schools shall receive a severance package of \$5,000.

11. Transportation

The Board shall reimburse the Superintendent, the Internal Revenue Service recognized rate per mile, for use of his automobile, outside the District, in conducting the business in accordance with the position of Superintendent of Schools.

12. Dispute Resolution

In the event of a dispute between the parties relating to any provision of this Agreement, or dispute concerning any of the parties' rights or obligations as defined pursuant to this Agreement, the parties hereby agree to submit such to binding arbitration. Such arbitration shall be conducted under the rule of, and administered by the American Arbitration Association. The arbitrator's fee and expenses of the American Association shall be paid equally by the parties. All parties are entitled to have representative of their own designation, however each party shall be responsible for the costs of such respective representation.

13. Breach

In the event of a breach on the part of either party to this agreement, nothing contained herein shall be construed to render the obligations of either party under this agreement null and void.

14. Market Study

The salary and fringe benefit package in this agreement has been adjusted according to a study of salaries of other school districts of similar size and in the tri-county area.

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16. Termination Provision

The Superintendent shall be subject to discharge for good and just cause, but the Board shall not arbitrarily and capriciously dismiss him. No discharge shall be effective until written charges have been served upon him and he shall have an opportunity for fair hearing before the Board after ten (10) days notice in writing. Said hearing shall be public or private at the option of the Superintendent. At such hearing he may have legal counsel at his own expense.

In Witness whereof the parties hereto have set their hands on the day and year written below.

Brown City Community Schools Board of Education

Alan Burgess
Alan Burgess, President

8-18-08
Date

Ron Marion
Ron Marion, Secretary

8-18-08
Date

Superintendent of Schools

Jerry A. Steigerwald
Jerry A. Steigerwald, Superintendent

8-18-08
Date