

**SUPERINTENDENT CONTRACT**

**BETWEEN**

**Jonesville Community Schools**

**- and -**

**Chellie Broesamle**

November 1, 2014 - June 30, 2017

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## **SUPERINTENDENT CONTRACT**

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

### **PREMISES**

A. 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 the District and its schools.

B. 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 District hereby employs Chellie Broesamle as Superintendent of Schools for a term of three (3) years beginning **November 1, 2014 and ending June 30, 2017**. 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**  
**SUPERINTENDENT DUTIES AND RESPONSIBILITIES**

2.1. **Duties and Responsibilities.** Subject to the limitations set forth below, and the conditions and procedures set forth in this Agreement, the Superintendent shall have charge of the administration of the school 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 District;
- (b) attend each meeting of the Board;
- (c) present his/her recommendations to the Board on any subject under consideration by the Board;
- (d) serve as an ex-officio member without voting rights of each committee established by the Board;
- (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 District;
- (g) select, subject to approval of the Board, place and transfer all personnel of the District;
- (h) from time to time suggest regulations, rules, and procedures deemed necessary for the well ordering of the District; and
- (i) in general, perform all duties incidental to the office of Superintendent and such other duties as may be prescribed by the Board from time to time.

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

3.1. **Salary.** The Board agrees to pay the Superintendent for services rendered during each year of said in twenty-four installments. Compensation for November 1, 2014 to June 30, 2015, shall be Seventy-three thousand, three hundred thirty-three dollars (\$73,333). Compensation for July 1, 2015 to June 30, 2016 shall be One hundred twelve thousand two hundred dollars (\$112,200), and compensation for July 1, 2016 to June 30, 2017 shall be One hundred fourteen thousand four hundred forty-four dollars (\$114,444).

3.2. **Retirement Benefits and Car Allowance.** Additionally, the District shall be responsible for payment of a total retirement benefit of \$3,500 for the 2014-2015 fiscal year and \$5,000 for the 2015-2016 and 2016-2017 school years. 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. The District shall be responsible for \$100 per month for automobile allowance.

3.3. **Insurance.** The district will pay the state cap amount for health insurance. Dental vision and life insurance expenses will also be covered by the district.

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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.

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.

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 4<sup>th</sup>
- 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.

**3.6. Out-of-District Travel and Cell Phone Reimbursement.** All reasonable expenses for out-of-school district travel, lodging and meals will be submitted to the Board for approval and payment at the current federal mileage reimbursement rate. The board will reimburse the Superintendent for a cell phone at the rate of \$75 per month.

**3.7. Professional Dues.** The District shall pay 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 District. Attendance at national meetings shall require prior approval of the Board of Education. The Board agrees to pay the Superintendent's membership dues for up to two (2) local civic/service organizations.

**3.8. Tuition Reimbursement.** In support of continuing advance degree work, the Superintendent will be reimbursed for tuition at 50% of cost for college or university work upon successful completion of coursework leading to an advanced degree.

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

**4.1. Evaluation.** On or before March 31<sup>st</sup> 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 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.

**6.3. 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.** 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.

**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.

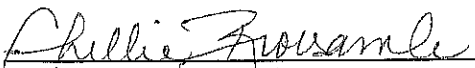
Dated: 10-20-14

By:   
Mitchell Funk,  
President – Board of Education

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

By:   
Michelle Taylor,  
Secretary – Board of Education

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

By:   
Chellie Broesamle,  
Superintendent