

## Superintendent Contract of Employment

This contract of employment is entered into by and between the Board of Education of Brimley Area School District, Brimley, Michigan (hereinafter termed the Board) and Brian Reattoir (hereinafter termed the superintendent). This contract is entered into this 1<sup>st</sup> day of July, 2019, between the Board and superintendent.

Witness:

### **I. Type of Employment:**

The Board agrees to hire the Superintendent, and he agrees, during the period of this contract, to faithfully perform the duties of the Superintendent of Schools position subject to the rules and regulations of the Board and other regulations, duties and requirements imposed by applicable statutes of the State of Michigan.

### **A. Terms of Contract:**

The terms of this contract shall be as follows:

#### **1. Length of Contract:**

The Board agrees to employ the Superintendent for a period of three (3) years from July 1, 2019 to June 30, 2022.

#### **2. Effective Date:**

This contract shall be in effect as of the 1<sup>st</sup> day of July, 2019 with an annual salary of \$114,898.36.

#### **a. Number of Workdays:**

The superintendent will be employed for 260 days per year.

#### **b. Extension:**

"The Board, no later than the 30<sup>th</sup> day of March of each year during the term of this contract, may extend the contract for an additional 1-year period. The Board in its sole discretion and with or without cause may decline to extend this contract for an additional year. If the Board does not officially extend this contract, the contract will continue to expire on the expiration date specified above.

The Board specifically reserves the right to not renew this contract regardless of cause or reason. Pursuant to Section 1229 of the Revised School Code, if the Board intends to let the Superintendent's contract expire, it must provide the Superintendent with written notification of the Board's decision not to renew the contract at least ninety (90) days before the contract's expiration date. If the Board does not comply with this requirement, the Superintendent's contract is automatically renewed for an additional one-(1) year period.

**d. Salary:**

The compensation level is to be reviewed and negotiated each succeeding year of the contract.

A merit pay stipend will be paid. Based up the overall score on the annual state required administrative evaluation, the following merit pay will be awarded in June of each year, according to the following schedule:

Highly Effective = \$2,000

Effective = \$1,500

Minimally Effective = \$1,000

**e. Installments:**

This contract shall be paid in installments, the first payment to be made on first designated payday after July 1, 2019, with subsequent payments to be made bi-weekly. This salary shall be paid in 26 equal installments.

**3. Fringe Benefits:**

Fringe benefits shall be as follows:

**a. Sick Leave:**

Twelve (12) days per year accumulated to a total of one hundred twenty (120) days. Upon retirement from Brimley Area Schools, administrators shall be paid \$50.00 per day for every day of accumulated sick leave up to a maximum of 120 days. To be eligible for this compensation the retiree must provide proof of retirement from the MPSERS. Other provisions of sick leave equal to certified staff. Further, if the Superintendent has accumulated 120 or more days of sick leave may redeem any unused

leave days earned in that year that remain at the end of the school year at the rate of \$50.00 per day.

**b. Cell Phone:**

The District shall provide a cell phone for the Superintendent with all fees and rates paid for by the District; or a stipend will be paid monthly to cover the cost of the employee's cell phone if they currently hold their own plan. Prior to leaving employment with the District the Superintendent will return the cell phone and all equipment pertaining to that phone.

**c. Vacation:**

It is understood the superintendent is employed for a fifty-two (52) week period each year. The superintendent is entitled to twenty (20) days of vacation per year with pay. The Superintendent shall schedule use of vacation days in a manner to minimize interference with the School District's business and orderly operation. All vacation scheduling is subject to the Board's approval. Vacation days must be used within the contract year for which they are made available and shall not accumulate beyond the contract year. The Superintendent shall be paid on a per-diem basis for all unused vacation days up to a maximum of ten (10) per contract year, which shall not accumulate beyond the annual 10-day limit. In addition, the following holidays are considered non-workdays:

- July 4<sup>th</sup>
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve
- New Year's Day
- Good Friday
- Memorial Day

**c. Health Insurance**

Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder, and/or third-party administrator, the District shall make premium payments (or premium equivalent payments, for self-funded benefits) on Employee's behalf (and on behalf of Employee's eligible dependents) for the following insurance programs:

The Board shall provide, to the employee, for a full twelve-month period from July 1 to June 30 of each year for the employee's entire family, the following MESSA PAK program. When appropriate, MESSA Care and Medicare premiums will be paid on behalf of eligible employees, spouses or dependents. Employees electing health insurance shall receive the benefits listed in Plan A.

PLAN A:

\*The state mandated Health Insurance Caps shall be in place beginning July 1, 2014.

\*The employee will be provided MESSA Choices II for both PAK A and PAK B with a \$500/\$1000 deductible: \$20 Office visit; Prescription Co-Pay: \$10 generic and \$20 non-generic.

\*Effective January 1, 2015 members had the option to switch to MESSA ABC Plan 1. The cost including pre-funding will be subject to the Health Insurance Caps for the whole fiscal year.

\*For those selecting the Health Saving Account (HSA) the HSA will be pre-funded on a quarterly basis. Starting in January, 2016, the HSA will be pre-funded quarterly.

\*The Board will completely fund the HSA for a member if a medical emergency occurs

\*In the event an employee or his dependents medically requires that the HSA be utilized prior to the scheduled Board payments, the Board agrees to fund the entire annual HSA amount to that individuals account. If the employee separates from the employment prior to the reimbursement of the Board's HSA payments, any remaining funds owed to the Board will be deducted from any monies owed to the teacher.

LTD:                   66.67%  
                          \$3,000 Max  
                          90 Calendar Days Modified Fill  
                          Alcoholism/Drug - 2 yr.  
                          Mental/Nervous - 2 yr.  
                          Social Security Offset - family  
                          Minimum payout 5%  
                          Pre-existing condition Waiver  
                          Maternity Coverage/Rehabilitation - standard  
                          Freeze on offsets

Delta Dental	Auto + 008 (100:90/90/90: \$1,500)
Negotiated Life	\$50,000 AD & D
Vision	VSP-3 Plus

**EMPLOYEES NOT ELECTING HEALTH INSURANCE SHALL RECEIVE BENEFITS IN PLAN B:**

**PLAN B:**

**LTD**                      Same as Plan A

Delta Dental	Auto + 008 (100:90/90/90: \$1,500)
Negotiated Life	\$50,000 AD & D
Vision	VSP-3 Plus

If the employee does not elect health insurance coverage, he shall have available the amount of \$375 per month.

Employee is responsible for all premium (or premium equivalent) amounts in excess of the District's premium (or premium equivalent) contribution, or whatever employee premium contributions are required by law, whichever amount is greater, as a condition to enrolling and participating in the above insurance programs. Employee hereby authorizes payroll deduction for these amounts.

The District reserves the right to change the identity of the insurance carrier, policyholder, and/or third-party administrator for any of the above coverages, provided that comparable coverage, as determined by the District, is maintained during the Contract term. Additionally, the District has the right to self-fund any of the above benefits.

The District shall not be required to remit premiums for any insurance coverages for Employee (or for Employee's eligible dependents) if enrollment or coverage is denied by the insurance underwriter, policyholder, or third-party administrator. The terms of any contract or policy issued by any insurance underwriter, policyholder, or third-party administrator shall control as to all matters concerning benefits, eligibility, coverage, cessation of coverage, and other related matters. Employee is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The District, by payment of the premiums required to provide the above-described insurance coverage, shall be relieved from all liability as to insurance benefits.

**a. Life Insurance:**

The Board shall provide a \$50,000 term life insurance

b. The Employee will be reimbursed for the tuition payments of a maximum of 6 graduate credits per year from an accredited College or University pertaining to employee's academic professional development.

#### **4. Travel Expense:**

The Board shall reimburse the superintendent at the IRS rate for use of his automobile in conducting business in accordance with the position of superintendent of schools. Superintendent shall be reimbursed for travel, meals and lodging related to the performance of his duties and responsibilities in accordance with expense and reimbursement procedures established by the Board. Any expense to be incurred by Superintendent for out-of-state travel shall be submitted in advance for review and approval by the Board. Superintendent shall be required to present an itemized account of his actual and necessary expenses in accordance with the direction of the Board.

#### **5. Membership in Associations:**

The District shall pay the Association dues of the Superintendent for the National Association of School Administrators, the Michigan Association of School Administrators and MASA Region in which the School District is located as well as other appropriate affiliations as approved by the Board.

The Superintendent may attend meetings of these professional organizations at the local and state levels. The expenses of said attendance to be paid by the Board as an expense related to performance of Superintendent's duties and responsibilities. Subject to prior approval by the Board, the Superintendent may attend appropriate professional meetings at the national level and shall be reimbursed for any registration fees, tuition, travel, lodging and/or reasonable meal expenses for himself in relation thereto which are not prepaid by the Board.

#### **6. Certifications and Qualifications:**

The superintendent represents that he holds all certificates and other qualifications required by the law of the State of Michigan and the rules and regulations of the Michigan Department of Education to assume the functions and duties of Superintendent of Schools.

#### **7. Evaluation:**

The Board of Education shall evaluate the superintendent in writing by March 30<sup>th</sup> of each year. The evaluation shall be presented to and discussed with the superintendent by the president of the Board of Education. Before the commencement of each year of the agreement, the Board of Education and the superintendent shall meet to discuss and determine the performance standards for said year. A summary evaluation shall be given at a regularly scheduled board meeting. The Board shall use an evaluation system and tool that complies with Section 1249 and 1249b of the Revised School Code.

**8. Tenure:**

The superintendent shall not be deemed to be granted tenure in the administrator's position established by virtue of this contract.

**9. Termination:** The Board shall be entitled to terminate and discharge the Superintendent from employment at any time during the term of this Contract for reasons that are not arbitrary or capricious. In the event that the Board undertakes to terminate and discharge Superintendent from employment during the term of this Contract, he shall be entitled to written notice of charges and after ten (10) days following that written notice, and opportunity for a hearing before the Board. Said hearing shall be public or private at the option of the Superintendent. At such hearing, he may have legal counsel and present witnesses on his behalf at his own expense. In the event of termination and discharge of Superintendent from employment during the term of this Contract, the Board shall have no further obligation to Superintendent under the terms of this Contract as of the date of the termination and discharge.

**10. Disablement:** Should the Superintendent be unable to perform any or all of the duties outlined herein by reason of illness, accident, or other causes beyond the individual's control for period in excess of their accumulated sick leave and unused vacation time, the Board may in its discretion make a proportionate deduction from the salary hereinbefore stipulated. If such a disability continues for more than one year or if said disability is considered permanent, irreparable, or of such a nature as to make performance of their duties impossible, the Board may, at its option, terminate this agreement whereupon the respective duties, rights, and obligation hereunder shall terminate. Death of the Superintendent terminates this contract.

**11. Arbitration:** In the event of any dispute between the parties pertaining to discharge of the Superintendent during the term of this Contract, the parties hereby agree to submit such to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the rules, and

administered by, the American Arbitration Association. The arbitrator's fee and the cost imposed by the American Arbitration Association shall be shared equally between the Board and Superintendent.

Any claim for arbitration under this provision must be filled with the American Arbitration Association, in writing, and served on the Board within ninety (90) days of the effective date of the Superintendent's discharge. The parties are entitled to have legal or other representation of their own designation, and each party shall be responsible for its own costs incurred in connection with such representation. The Decision and Award of the arbitrator shall be final, and binding and judgement thereon may be entered in the Chippewa County Circuit Court.

The prevailing party will be entitled to recover from the other party, in addition to any other relief awarded, all expenses that the prevailing party incurs in those proceedings, including attorneys' fees and expenses.

**12. Severability:** If any provision of this contract is ruled illegal or unenforceable by a court of competent jurisdiction, the remainder of the contract not affected by the ruling shall remain valid and in effect. Existing policies, rules, regulations, procedures or practices not in conflict with will remain in full force.

**13. Total Agreement:** This contract represents the total agreement between the parties regarding the employment of the Superintendent by the Board. There are no verbal agreements that modify its terms.

**14. Waiver:** Failure by either party to enforce any rights under this Agreement shall not be construed as a waiver of rights.

**15. Governing Law:** This contract is governed by and shall be interpreted in accord with the laws of the State of Michigan.

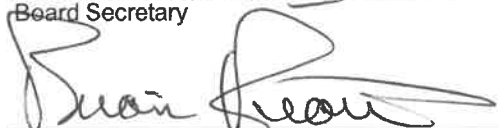
In witness whereof the parties hereto have set their hands the day and year as written:

  
\_\_\_\_\_  
Board President

7-8-19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Board Secretary

07/08/19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Brian Reattoir, Superintendent

7-8-19  
\_\_\_\_\_  
Date