

CHEBOYGAN AREA SCHOOLS
CONTRACT OF EMPLOYMENT
SUPERINTENDENT

It is hereby agreed that this contract of employment is entered into this 10th day of March, 2010, by and between the Board of Education of Cheboygan Area Schools, Cheboygan and Presque Isle Counties, Michigan (hereinafter termed "Board") and Mark Dombroski, (hereinafter termed "Superintendent").

WITNESSED:

The Board agrees to hire the Superintendent commencing July 1, 2010 and terminating June 30, 2013 and the Superintendent agrees to serve the Board for said period and to faithfully perform the duties of this position, subject to the rules and regulations of the Board of Education of the Cheboygan Area Schools, and other regulations, duties and requirements imposed by applicable laws of the State of Michigan, and the United States of America. The Superintendent may be released from this contract by mutual agreement of the parties with at least thirty (30) days notice.

At the end of each annual review the Board will notify the Superintendent of intent to extend the term of this contract by one (1) additional year. In the absence of such notification this contract is not extended beyond its original term.

1. Certification, Duties, Activities and Tenure.
 - a. The Superintendent will furnish the appropriate certificate to act as a Superintendent of Schools in the State of Michigan. It is expressly understood that this contract does not confer tenure upon the Superintendent in the position or any other administrative position and that any such tenure is hereby denied.
 - b. The Superintendent will have freedom to organize, reorganize and arrange the administrative and supervisory staff which in his judgement best serves the Cheboygan Area Schools. The administration and business affairs will be lodged with the Superintendent and administered by him with the assistance of his staff. The responsibility for the selection, placement and transfer of personnel shall be vested in the Superintendent and his staff, subject however, to the approval of the Board of Education.
 - c. The Board agrees that the Superintendent should attend educational

conferences, committee meetings and seminars for the benefit of the Cheboygan Area Schools and himself. Appropriate reports will be made to the Board on major conferences or meetings. Expenses relating to attendance at professional meetings as pre-approved by Board President, at local, state, national levels will be paid by the District. The District will reimburse all reasonable expenses resulting from the performance of Superintendent duties.

- d. It is understood between the parties that the state law states that if action is not taken on the Superintendent's contract by 90 days before its expiration date that it is automatically renewed for an additional year.
- e. Superintendent will notify the Board President before participating in an employment interview.

2. Evaluation.

The Board and Superintendent shall meet by the end of March of each year for the purposes of evaluating the district and the performance of the Superintendent. The evaluation of the Superintendent's performance shall be in writing based upon criteria developed by the Board in consultation with the Superintendent. The Superintendent shall advise the Board of this obligation during the month of January of each year of this contract.

In the event the Board determines that the performance of the Superintendent is unsatisfactory, the Board shall meet with the Superintendent to review the performance and shall describe, in writing, the unsatisfactory performance. The evaluation shall include recommendations as to the areas of improvement in all instances where the Board deems the performance to be unsatisfactory.

3. Salary.

The Board will pay the Superintendent the gross sum of One-hundred ten thousand dollars (\$ 110,000) in twenty-six (26) equal bi-weekly installments for each school year covered by this contract. Annual salary is based on (52) work weeks per year.

- a. Any adjustments in salary made during the life of this contract shall be in writing and signed by both parties hereto and shall become part of this contract. Any amendment to this contract specifying a salary adjustment shall not affect the other parts of this contract unless specifically agreed to in writing.

- b. Longevity – There will be longevity paid at the completion of the 5th, 10th, 15th, and 20th year of being an administrator in the Cheboygan Area School District. The payment is a lump sum and will be paid on the anniversary date of completion of the above listed years. The percentage paid is based on the Superintendent’s current annual salary.

The Board agrees to pay longevity based on the years of in-district administration service:

After 5 years	6%
After 10 years	6%
After 15 years	6%
After 20 years	6%

This longevity payment is a lump sum which does not increase the annual base salary.

This one-time payment is at the completion of each five years service in the school district and is not cumulative.

4. Fringe Benefits.

In addition to the foregoing salary, the Board agrees that during each year of this contract, the Superintendent shall be entitled to:

- a. Twenty (20) days paid vacation may be taken with prior notification to the Board. A maximum of ten (10) days of unused vacation may carry over from one (1) school year to the next school year. There may be pay for up to fifteen (15) vacation days upon termination at current year’s daily pay. The daily pay shall be calculated on a basis of current annual salary divided by two-hundred thirty eight (238) scheduled work days per fiscal year.

The Superintendent may be absent during the school calendar scheduled winter and spring vacations, if responsibilities of the position are being met. The Superintendent will be entitled to all holidays and days off which other twelve (12) month employees receive. (i.e. Christmas Day, New Year’s Day, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving and the Day after Thanksgiving).

- b. School District group term life insurance, with premiums paid by the Board in the amount of one-hundred thousand dollars (\$100,000.00), with beneficiaries named by the Superintendent. The Superintendent has the option to pay for additional life insurance up to the amount of his salary.

- c. Board paid retirement contributions equal to the going rate will be made to the Michigan Public School Employees Retirement Fund.
- d. Travel outside the School District shall be paid as designated by school policy.
- e. Insurances.

Dental insurance equivalent to the present District full family coverage. Premiums to be paid by the Board.

Vision insurance equivalent to the present District full family coverage. Premiums to be paid by the Board.

The Board and Superintendent agree to a Health Savings Account (HSA) insurance plan that provides \$1,250.00 for single and \$2,500.00 for two or more family members for use in paying the co-pays for prescription and medical co-pays. The Board will provide the Superintendent with initial HSA funding for the 2010 calendar year.

It is understood that either party to this contract may ask to review and/or renegotiate the health insurance plan and salary due to dissatisfaction with the high deductible policy and/or lack of savings to the school district.

The cost for the health insurance coverage shall be the same as the other administrators in the school district.

- f. Beginning in the 2010-11 school year, sick leave of twelve (12) days per school year will be awarded. Unused days shall carry over to a maximum of 180 days and shall include prior accumulated sick days earned as an administrator within the district. Unused days shall be compensated only upon retirement from the Cheboygan Area Schools. Payment shall be at 50% of the per diem rate. The Superintendent will only be paid for sick days if he retires from Cheboygan Area Schools. He will not receive compensation if he is leaving for another position outside the district. The per diem rate shall be calculated on a basis of current annual salary divided by two-hundred thirty eight (238) scheduled work days per fiscal year.
- g. Managed sick leave (MASB-SET) or substantially comparable insurance coverage providing disability payment on the 31st day with a sixty-six and two-thirds percent (66 2/3 %) pay out, with respect to periods of disability commencing prior to age 60, to the disabled administrator's sixty-fifth (65th) birthday. Premiums to be paid by the Board.

- h. The fees or dues for membership in appropriate professional organizations, including Michigan Association of School Administrators, the American Association of School Administrators, Michigan School Business Officials (MSBO), Michigan Negotiators Association (MNA) and all local and regional superintendent associations and others as may be pre-approved by the Board, shall be paid by the Board.
- i. Superintendent shall be granted, at the beginning of each school year, up to three (3) days per death bereavement leave. Said bereavement leave may be used in connection with the death of a member of the Superintendent's immediate family. Immediate family shall be interpreted as spouse, parent, brother, sister, children, grandchildren, parent-in-law, grandparent, and similar step relatives. The Board President may, at his discretion and under unusual circumstances, grant additional time or apply this provision in the case of the death of a person other than those listed who may have a special relationship to the Superintendent.
- j. Superintendent shall be granted, at the beginning of each school year, three (3) personal days to be used within the contract year. Unused personal days will be converted to accumulated sick leave.
- k. The Board, at the request of the Superintendent, and in accordance with state and federal statutes, shall withhold and transfer an amount of salary monthly, determined by the Superintendent, to participate, if he so desires, in a tax-deferred annuity program of his choosing. In doing so, the Board assumes no additional costs for taxes or state or federal retirement contributions.
- l. Professional Liability

The Board agrees to reimburse the Superintendent for personal liability insurance coverage in the amount of not less than two-million dollars (\$2,000,000.00) per case.

The Board agrees to maintain errors and omissions insurance coverage, substantially equivalent to the SEG E1 ERRORS & OMISSIONS coverage in place at the time of execution of this contract for the Superintendent while engaged in the performance of his duties and responsibilities as Superintendent of Schools and while Superintendent is acting within the scope of his authority as Superintendent of Schools. The policy limit shall not be less than two-million dollars (\$2,000,000.00) per case. The terms of the error and omissions insurance policy shall be controlling regarding the defense and indemnification of the Superintendent. The sole

obligation undertaken by the Board shall be limited to the payment of the premium amounts for the errors and omissions insurance coverage.

- m. Superintendent is eligible to have a bi-annual physical examination paid for by the insurance policy.
- n. An annual education allowance shall be granted. This amount shall be equal to a maximum of six (6) semester hours of graduate credit at the Central Michigan University graduate tuition rate per year, upon evidence of completing the graduate course and receiving a grade C or better.

5. Termination of Contract During Its Term.

This Contract shall be subject to termination by the Board at any time during its term for sufficient reason(s). During the term of this contract, the Board shall not arbitrarily or capriciously terminate Superintendent from employment under this Contract without sufficient reason(s). Superintendent shall be entitled to 10 days written notice of charges and a hearing before the Board on said reason(s). Superintendent shall have the right to representation by legal counsel of his choice at his expense. The hearing shall be public or private at the request of the Superintendent. In the event a hearing is held, Superintendent shall be provided a written decision describing the results of the meeting.

Additionally, the Board shall be entitled to terminate the Superintendent's employment during the term of this Contract in the event of the Superintendent's inability to perform his duties due to mental or physical disability for a period of ninety (90) consecutive work days or more following use of available paid leave days.

The foregoing standards and procedures for termination of this Contract during its term shall not be applicable to a decision by the Board not to renew or extend this Contract beyond the expiration of its term, which decision is at the discretion of the Board.

6. Termination Upon Expiration of Contract.

The Board, in its sole discretion, and with or without reasons, may act to not renew this Contract beyond its stated expiration date. Unless the Board of Education gives written notice of non-renewal of this Contract to the Superintendent at least ninety (90) days before the stated termination date, the terms of this Contract will be extended for one (1) additional year beyond its stated termination date by operation of law, in accordance with the requirements of Section 1229(1) of the Revised School Code, MCL 380.1229 (1). The

Superintendent shall advise the Board of this obligation during the month of January prior to the stated termination date of this Contract.

7. Entire Contract and Understanding.

This Contract contains the entire agreement and understanding by and between the Board and Superintendent with respect to the employment of Superintendent and no representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect.

All prior agreements pertaining to, connected with, or arising in any manner out of the employment of Superintendent by the Board, are hereby terminated and shall hereafter be of no force or effect whatsoever. No change or modification of this Contract shall be valid or binding unless it is in writing and signed by Superintendent and the Board. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provision of this Contract at any time.

8. Severability of Provisions.

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 in all other respects without said provision. If any of the terms of this Contract are determined not be legally enforceable as written, the provision will be enforced to the extent allowed by law.

9. Execution of Contract.

This Contract is executed by the Board on behalf of the Cheboygan Area Schools pursuant to the authority granted and contained in the resolution of the Board adopted on March 8th, 2010, the same being incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract of Employment this 10th day of March, 2010 by affixing their signatures personally or by authorized representatives as follows:

BY SUPERINTENDENT:

Mark Dombroski, Superintendent

BY THE BOARD OF EDUCATION:

Eric R. Becks, President

Robert Merrick, Secretary