

**DUAL SUPERINTENDENCY
COOPERATIVE AGREEMENT**

BETWEEN



AND



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DUAL SUPERINTENDENCY COOPERATIVE AGREEMENT

This agreement ("Agreement") is entered into between [REDACTED] (" [REDACTED] ") and [REDACTED] (" [REDACTED] ") (collectively the "School Districts") for the purpose of enabling the School Districts to jointly exercise their power and authority to employ a Superintendent, i.e, to simultaneously employ the same person as Superintendent (the "Dual Superintendency") and to provide the terms and conditions for the Dual Superintendency.

PREMISES

A. Under § 1229(1) of the Revised School Code, the Board of Education of each Michigan School District "shall employ a superintendent of schools."

B. Under §§ 11a(3) and 11a(4) of the Michigan Revised School Code, the general powers accorded School Districts, expressly include the powers to hire, schedule and supervise employees, and to enter into cooperative agreements with other School Districts as part of performing the functions of the School District.

C. Under § 627 of the Revised School Code, a School District, as directed by its board, may conduct cooperative programs agreed upon by two or more School Districts, as directed by their boards, including services, cooperative educational programs, and school improvement support services.

D. The School Districts share interest in achieving cost savings, cost efficient management practices and services, and enhancing resources through governmental and other grants, and in the School Districts coordinating their planning and consideration of concerns and issues affecting both School Districts. Acting in such interest, the [REDACTED] Board of Education inquired of [REDACTED] and [REDACTED] current Superintendent, [REDACTED], whether the parties would consider a Dual Superintendency whereby [REDACTED] would serve both School Districts as Superintendent (sometimes hereafter the "Dual Superintendent").

E. The School Districts desire to establish the Dual Superintendency, but only on such terms and conditions as will protect, advance and promote the interests of both School Districts, and thereby avoid any incompatibility in law or in practice as could affect either of them or the Dual Superintendent.

F. This Agreement has been negotiated between the School Districts, acting through their Board of Education representatives on the Council (hereafter defined), with no active participation by the intended Dual Superintendent.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL BENEFITS UNDER THIS AGREEMENT, THE SCHOOL DISTRICTS AGREE AS FOLLOWS:

ARTICLE I
STRUCTURE

1.1_ Establishment of Dual Superintendency. By this Agreement the School Districts establish the terms and conditions of a Dual Superintendency which shall control the terms and conditions of employment by each School District of the Dual Superintendent.

1.2. Limitations of this Agreement. This Agreement provides only for the rights and obligations of the School Districts to each other if, and so long as, the School Districts simultaneously employ the Dual Superintendent. Neither School District, nor the Council, has authority to act as agent for or to enter into any contract that would bind the other School District to a third party. Nothing in this Agreement shall create or be deemed to create a third party beneficiary relationship with either or both School District(s) for any person other than the Dual Superintendent.

1.3. Council. The Council consists, and shall consist, only of two Board of Education members of each School District appointed by the respective Boards of Educations.

1.4. Council Powers and Responsibilities. The Council (in provisional status), has negotiated and recommended this Agreement to the School Districts, and hereafter (in official status) shall have authority for the following:

- (a) Administration and interpretation of this Agreement
- (b) Negotiation and recommendation of any changes in this Agreement, or in the Superintendent Contracts (hereafter defined) between the Dual Superintendent and each School District, respectively.
- (c) Negotiation and recommendation of any future contracts, if any, between the School Districts to the extent the same are permitted by law, and if the School Districts have received opinion of counsel that any such contract will not affect the Dual Superintendent with any incompatibility of public office.
- (d) Negotiation and recommendation of any future contracts, if any, being simultaneously considered by the School Districts with a third party, to the extent the same are permitted by law, and not affecting the Dual Superintendent with any incompatibility of public office.
- (e) Determination of those costs incurred by the School Districts which constitute costs of the Dual Superintendency, including but not limited to, the legal costs of establishing the Dual Superintendency, and the compensation and fringe benefits of each School District to the Dual Superintendent, and allocation of such costs of the

Dual Superintendency, the Council's presumption being that such costs shall be allocated ____% to [REDACTED] and ____% to [REDACTED], except as the Council may determine that some other cost allocation is fairly and plainly appropriate (hereinafter the "Cost Allocation Standard.")

- (f) Resolution of any contractual dispute, or any non-contractual conflict, arising between the School Districts on any matter whatsoever, or between the Dual Superintendent and an employing School District.
- (g) Any other matters expressly or implicitly referred to the Council for resolution under this Agreement.

1.5. Conduct of Council Affairs. The Council shall conduct its affairs under this Agreement in accordance with such governance, officers, bylaws and procedures as it may adopt in writing from time to time as it deems appropriate and necessary.

1.6. Council Meetings. The Council shall meet at least semi-annually to carry out its responsibilities under this Agreement. In addition, special meetings may be called by the Dual Superintendent or by the President of the Board of Education of either School District, but with not less than 24 hours written notice to Council members. Actions by the Council under this Agreement shall be by majority vote of Council members. Meetings of the Council shall be subject to the Open Meetings Act.

ARTICLE II **SUPERINTENDENT CONTRACTS**

2.1. Form of Contract. Each School District shall utilize the same form of Superintendent Contract, which form is attached hereto as Exhibit A. This form, together with appropriate insertions and revisions for each School District, and subject to the terms and conditions of this Agreement, shall be the Superintendent Contract between each School District and the Dual Superintendent.

2.2. Existing Contract. [REDACTED] shall cause its existing contract with [REDACTED] to terminate upon the effectiveness of a new Superintendent Contract between [REDACTED] and [REDACTED] in accordance with this Agreement.

2.3. Effectiveness and Duration. Each Superintendent Contract shall be of the same duration, the beginning effectiveness of one being conditioned upon the effectiveness of the other, and each expiring on the same date. If either Superintendent Contract is terminated in accordance with its terms, the Dual Superintendent shall have the right to terminate the Superintendent Contract with the other School District, but such other School District shall not have right of termination of its Superintendent Contract by reason alone of termination of the other School District's Superintendent Contract.

ARTICLE III
COMPENSATION

3.1. Salary. The Council shall determine the compensation package, including employment benefits, of the Dual Superintendent under both Superintendent contracts and present their recommendation to the respective Board of Education for approval. The Superintendent's compensation and benefits shall be allocated to each School District in proportion to the Cost Allocation Standard. Each School District shall pay its salary and pension obligation under its Superintendent Contract and this Agreement, and the same shall be reported by each School District as employer and the Dual Superintendent as employee for tax, social security and all other governmental reporting purposes.

3.2. Insurance. The Dual Superintendent shall be provided life, health and disability insurance, including Worker's Compensation (collectively "Insurance"), as provided in the form of Superintendent Contract. The School Districts shall endeavor to coordinate and simplify their provision of Insurance. To the extent that both School Districts are satisfied that such Insurance can be obtained by one School District on behalf of both School Districts, then such shall be done by [REDACTED], and [REDACTED] shall reimburse [REDACTED] for [REDACTED] share of the Insurance costs in accordance with the Cost Allocation Standard.

3.3. Fringe Benefits. The parties shall endeavor to coordinate and simplify provision of automobile, vacation, conference attendance, mileage, and all other fringe benefits. The total cost of such fringe benefits shall be shared between the School Districts in accordance with the Cost Allocation Standard.

3.4. Approval and Allocation of Superintendent Costs. Any Superintendent costs incurred by a School District (i.e., Salary, Pension, Insurance, or Fringe Benefits) shall be reported to the Council no later than semi-annually, in January and June, of the fiscal year.. The Council shall promptly allocate the Superintendent costs between the two School Districts in accordance with the Cost Allocation Standard and the School District which has paid less than its share shall promptly reimburse the other School District such amount as determined by the Council.

ARTICLE IV
SUPERINTENDENT'S DUTIES AND RESPONSIBILITIES

4.1. Regular Duties. The regular duties of the Dual Superintendent to each School District shall be as set forth in the form of Superintendent Contract.

4.2. Extraordinary Responsibilities. Each School District acknowledges that the Dual Superintendent has responsibilities to both School Districts for extraordinary assignments, including, for examples, collective bargaining, ballot propositions, school building programs, and other community campaigns. The Board of Education of the affected School District or the Dual Superintendent, as soon as either anticipates any extraordinary responsibilities, shall notify the other School District and the Council.

4.3. Attendance at Meetings and Events. The schedule for the Board of Education, committee and other official meetings or events of the School District at which the Dual Superintendent's attendance is required shall be reported by the Dual Superintendent on behalf of that School District to the Board of Education of the other School District and to the Council. Any schedule conflicts shall be promptly resolved by the Council, the Council's presumption being that the earliest scheduled meeting or event shall be controlling.

4.4. Limitations on Superintendent Duties. Notwithstanding any School District contractual provision or policy to the contrary, the Dual Superintendent shall have no duties, either direct or supervisory, in any of the following circumstances or situations:

- (a) Negotiation, approval, recommendation, advice, interpretation or enforcement of any contract between the School Districts.
- (b) Recommendation for allocation of costs of any joint purchase, joint employment, or other joint programs between the School Districts.
- (c) Resolution of any dispute or conflict, contractual or non-contractual, arising between the two School Districts, except for the Dual Superintendent's obligation as promptly and simultaneously as practicable, to notify the Boards of Education of both School Districts as to occurrence or anticipation of such dispute or conflict.
- (d) In the event of competition between the School Districts for fixed-amount programs or resources, personnel, or otherwise, the Dual Superintendent shall have no duty whatsoever, either direct or supervisory, including application, approval, recommendation, advice or selection, with respect to the matter of such competition, except for the Dual Superintendent's obligation as promptly and simultaneously as practicable, to notify the Boards of Education of both School Districts as to occurrence or anticipation of such competition.

4.5. Shared Information. Each School District acknowledges that the Dual Superintendent, while acting for one School District, may become aware of information pertaining to duties or interests in the other School District. Each School District agrees that the Dual Superintendent shall, and shall be expected by both School Districts to, share such information with the other School District. Neither School District may expect or require the Dual Superintendent to hold such information confidential from the other School District.

ARTICLE V **LOCATION OF SERVICES**

5.1. Base of Services. The Dual Superintendent may perform administrative services pertaining to a School District at the administrative offices of either School District. The Dual Superintendent shall visit the schools and programs of each School District at such times as he deems necessary or appropriate. The Dual Superintendent may conduct those activities affecting both School Districts, such as attending conferences, drafting grant applications, etc., at such location, either within or outside the School Districts, as he deems necessary or appropriate.

5.2. Time and Assignments. The Dual Superintendent shall not be expected or required to keep time records or logs of time and assignments for a School District on a continuing basis, provided that:

- (a) the expectation of all parties that the Dual Superintendent's time actually involved in the matters and affairs of the School Districts shall be in excess of 40 hours per week, vacation days and holidays excepted and that the Dual Superintendent shall be available and on-call to either School District as circumstances typically warrant the attention and availability of a Superintendent of Schools.
- (b) Upon the reasonable request of the Board of Education of a School District, for a particularly stated reason and for a particular representative time period, the Dual Superintendent shall report the time and/or activities at which the Dual Superintendent is physically involved in responsibilities to the two School Districts, the amount of such time for each School District, and the general nature of the assignments involved for each School District.

ARTICLE VI **CONFLICTS, COMPETITION AND SHARED INFORMATION**

6.1. Representations. The School Districts warrant and represent to the Dual Superintendent, and to each other, that there are no disputes or conflicts between the School Districts, either pending or within the past five years; that their relationship, contractual and otherwise, has been amicable and harmonious; that each School District is intent on cooperation with the other for the full and mutual benefit of both School Districts; and that each School District anticipates no future dispute or conflict with the other School District.

6.2. Unanticipated Conflicts. While no future disputes or conflicts are either foreseen or anticipated, the School Districts acknowledge that events or circumstances could give rise to competition and/or conflicts, as for examples:

- (a) Competition for students by constituent school districts of both School Districts under § 105c of the State School Aid Act, the so called "Schools of Choice" provisions, or such similar provisions as may be enacted into law.
- (b) Students residing in one School District and illegally enrolling in the other School District.
- (c) Recruitment by both School Districts of personnel for the same position or consideration by one School District of hiring an employee of the other School District.
- (d) Establishment within one School District of programs that might appeal to students or staff preferring one School District over the other, or otherwise favoring one School District over the other.

6.3. Resolution of Conflicts. In the event of inter- School District contracting or joint purchasing activities, dispute, conflict, or competition, particularly as indicated in Sections 1.4 (a) and 4.4, elsewhere in this Agreement, or otherwise, the Board(s) of Education shall resolve the matter for itself or between themselves, or by such agent outside the supervision of the Dual Superintendent as deemed appropriate by both Boards of Education, and if not so resolvable, by referral to the Council.

ARTICLE VII
TERMINATION FOR INCOMPATIBILITY

7.1. Termination of Superintendent Contract. In the event of (A) judicial determination, unless appealed, or (B) opinion of the Prosecuting Attorney of Leelenau County, the Michigan Attorney General, or the arbitrator in accordance with the procedures under Article VIII, unless contested by at least one School District and the Dual Superintendent (hereinafter an “Event of Incompatibility”), then one or both Superintendent Contracts must be terminated in accordance with the following procedure (and payment of stipulated damages under the following Section):

- (a) Within 14 days following an Event of Incompatibility, ██████████ may terminate its Superintendent Contract and pay its stipulated damages.
- (b) Within the second 14 day period following an Event of Incompatibility, ██████████ may terminate its Superintendent Contract and pay its stipulated damages.
- (c) If neither School District terminates its Superintendent Contract, the Dual Superintendent must terminate both Superintendent Contracts, and hold both School Districts liable for their respective stipulated damages.

7.2. Stipulated Damages. In the event a School District terminates its Superintendent Contract based upon an Event of Incompatibility, that School District shall not be liable for any damages, or any other judicial remedy, to the other School District, and shall indemnify and otherwise be liable to its terminated Superintendent for stipulated damages (but no other damages or judicial remedy) in the following amounts:

- (a) For ██████████ its stipulated damages shall be \$_____ per year or pro-rata for each year remaining on its Superintendent Contract.
- (b) For ██████████, its stipulated damages shall be \$_____ per year or pro-rata for each year remaining on its Superintendent Contract.

Further, such stipulated damages shall be mitigated to the extent provided by law, but by at least the amount of any salary increase if the Dual Superintendent becomes full-time superintendent of the other School District. Further also, it is understood and expected that one School District may pay the other School District some portion of the other School District 's stipulated damages, or otherwise provide assurance as to the mitigation of the other School District 's stipulated damages in order to induce the other School District to exercise its Superintendent Contract termination right.

7.3. Continuation of Other Superintendent Contract. Upon the termination by one School District of its Superintendent Contract upon Event of Incompatibility or for any other reason, the Superintendent Contract of the other School District shall continue in effect, and the other School District shall abide by the terms and conditions of that Contract, except to the extent the Dual Superintendent exercises his right to terminate the other School District's Superintendent Contract pursuant to Section 2.3 or to the extent of changes in such terms and conditions mutually agreed upon by the Superintendent and the other School District.

ARTICLE VIII
DISPUTE RESOLUTION

8.1. Matters to be Submitted to Arbitration. The School Districts shall endeavor to resolve all disputes and conflicts through decision by themselves, or the Council. If such disputes and conflicts cannot be resolved through decision by the Council, all disputes and controversies of every kind and nature among the School Districts arising out of or in connection with the performance of this Agreement or as to the validity (including incompatibility), meaning, performance, enforcement, breach, termination or dissolution of this Agreement, shall be submitted to arbitration in accordance with the following procedure.

8.2. Procedure.

- (a) A School District may demand such arbitration in writing following 30 days after the dispute or conflict has been submitted to the Council, which demand shall include the name of the arbitrator nominated by the School District demanding arbitration, together with a written statement of the matter in controversy.
- (b) Within 10 days after receipt of such demand, the other School District shall either consent to the appointment of the arbitrator nominated by the School District demanding arbitration, or in default of such naming, the dispute or conflict shall be referred to the American Arbitration Association for the selection of the arbitrator.
- (c) The arbitration costs and expenses of each School District shall be borne by that School District. The fees and expenses of the arbitrator shall be shared equally by the School Districts to the arbitration dispute.
- (d) The arbitration hearing shall be held within Leelanau County, Michigan, upon at least 30 days' advance notice to the School Districts.
- (e) The Commercial Arbitration Rules and procedures of the American Arbitration Association shall be utilized in the arbitration hearing to the extent that these are not inconsistent with Michigan law (MCLA 600.5001; MSA 27A.501) and court rule (MCR 3.602). The law of evidence of the State of Michigan shall govern the presentation of evidence at such hearing.

- (f) The arbitration hearing shall be concluded within 30 days unless otherwise ordered by the arbitrator, and the award on the hearing shall be made within 60 days after the close of the submission of evidence.

8.3. Effect of Arbitration Award.

- (a) An award rendered by an arbitrator appointed under and pursuant to this Agreement shall be final and binding on the School District to the proceeding, and judgment on the award shall be enforceable and rendered in the Circuit Court for the 13th Judicial Circuit of Michigan (Leelenau County).
- (b) The arbitrator shall be responsible not to alter, change, amend, modify, add to, or subtract from any of the provisions of this Agreement.

8.4. Arbitration as Bar to Suit.

- (a) The School Districts stipulate that the provisions of this Agreement shall be a complete defense to any suit, action, or proceeding instituted in any federal, state, or local court or before any administrative tribunal with respect to any dispute or conflict arising between them as respects this Agreement and which is arbitrable as set forth in this Agreement.
- (b) The arbitration provisions of this Agreement shall, with respect to such dispute or conflict, survive the termination or expiration of this Agreement.
- (c) With respect to any dispute or conflict that is made subject to arbitration under the terms of this Agreement, no suit at law or in equity based on such dispute or conflict shall be instituted by either School District, except to enforce the award of the arbitrator.

8.5. Avoiding Indemnification Disputes. In its Superintendent Contract, each School District shall indemnify the Superintendent while acting within the scope of his employment with that School District. In order to avoid disputes between the two School Districts' liability insurers, the School Districts shall consider utilizing the same liability insurer, or obtaining mutual approval from both School Districts' insurers of a process to avoid liability disputes respecting indemnification of the Dual Superintendent.

ARTICLE XIX
AMENDMENT AND WAIVER

9.1. Entire Agreement. This Agreement contains all of the terms of this Agreement between the School Districts with respect to the Dual Superintendency, except to the further extent that the Superintendent Contracts may be applicable.

9.2. Amendment. Any amendment of this Agreement shall be in writing and executed by the School Districts.

9.3. Waiver. Failure to enforce or insist upon compliance with any of the terms or provisions of this Agreement shall not constitute a general waiver or relinquishment of any other term or provision of this Agreement.

ARTICLE X **MISCELLANEOUS**

10.1. Concurrent Term. This Agreement shall run concurrently with the Superintendent Contracts so long as both remain in effect without expiration or termination, provided that obligations once incurred under this Agreement shall, notwithstanding termination or expiration of the Superintendent Contract(s), continue in effect until discharged.

10.2. Dual Superintendent as Third Party Beneficiary. The Dual Superintendent, as third party beneficiary under this Agreement, may enforce any School District obligations under this Agreement.

10.3. Notices. All notices, bills, or other communications required or permitted under this Agreement shall be in writing and shall be deemed to be duly given on the day of service if served personally, or by confirmed facsimile or e-mail delivery, upon the School District to whom notice is given at its address as listed below on the signature page or on the day after delivery to the United States Postal Service for regular mail service, to the attention of the School District's President of the Board of Education.

10.4. Successors and Assigns. The terms and conditions of this Agreement shall be binding upon the successors or assigns of either School District. Neither School District may assign or transfer any of its rights under this Agreement in whole or in part without prior written notice to and the prior written consent of the other School District.

10.5. Headings and Titles. The headings and titles in this Agreement are for convenience only and shall not be considered a part of or used in the interpretation of this Agreement.

10.6. Severability. The unenforceability of any provision of this Agreement shall not affect the enforceability of the remaining provisions of this Agreement, and to this end, the provisions hereof are severable.

10.7. Governing Laws. The Agreement shall be governed by and enforced in accordance with the laws of the State of Michigan.

10.8. Effectiveness. This Agreement shall come into full force and effect at such time as this Agreement has been executed by both School Districts.

10.9. Signer's Representation. Each signer of this Agreement personally represents and warrants that this Agreement has been approved by the Board of Education of the School District on whose behalf this Agreement is signed, and that s/he has been authorized to sign this Agreement.

Secretary

AUTHORIZED SIGNATURES:

By: _____
Its: President, Board of Education
Date: _____

Address: _____
Telephone: _____
Facsimile: _____

Secretary

By: _____
Its: President, Board of Education
Date: _____

Address: _____
Telephone: _____
Facsimile: _____

EXHIBIT A
To Dual Superintendency Cooperative Agreement

SUPERINTENDENT CONTRACT

BETWEEN

BOARD OF EDUCATION

OF

AND



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SUPERINTENDENT CONTRACT

THIS CONTRACT is entered into as of (for date of reference only) July 1, 2005, by and between _____ Schools (the “District”), and _____, (the “Superintendent”).

PREMISES

A. _____ (“_____”) and _____ (“_____”) (collectively the “Districts”) have entered into a Dual Superintendency Cooperative Agreement (the “Cooperative Agreement”), whereby the Districts will each simultaneously employ the same person as Superintendent (and therefore some references hereafter are to “Dual Superintendent”), and this Contract is in all respects subject to the terms and conditions of the Cooperative Agreement.

B. Costs, as outlined in this Contract, as provided in Article I, Section 1.4(e), of the Cooperative Agreement, are to be prorated between _____ and _____ on a respective _____%-_____% basis.

C. Under the Cooperative Agreement, a Council consisting of two (2) members of the Board of Education of each District has been established for the primary role in assuring that the Cooperative Agreement and the Dual Superintendency protect, advance and promote the interests of both Districts, and as to thereby avoid any incompatibility of office in law or in practice as could affect the Dual Superintendent or the Districts.

D. 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.

E. 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 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:

TERMS AND CONDITIONS
ARTICLE I
DURATION AND QUALIFICATIONS

1.1 **Employment Period.** The District hereby employs [REDACTED] as its Superintendent of Schools for a term of two (2) years beginning July 1, 2005, and ending June 30, 2007. The Superintendent hereby accepts such employment and agrees to devote his efforts thereto, in accordance with this Contract, and to discharge his duties and responsibilities in a competent and professional manner. The Board shall review this contract with the Superintendent, annually, and shall on or before June 30th of each contract 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 extended for an additional year. The Superintendent annually shall advise the Board of Education of the obligation during the month of March.

1.2 **Qualifications.** The Superintendent represents that he 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. Additionally, the Superintendent agrees, as a condition

of his continued employment, to meet all continuing education requirements for the position of Superintendent, as may be required by law.

1.3 **Annual Medical Examination.** The Superintendent may submit to a comprehensive medical examination, prior to the commencement of the Contract term and each contract year thereafter. Pursuant to a medical examination, a statement certifying to the physical competency of the Superintendent shall be filed with the President of the Board of Education and treated as confidential information by the Board. The District shall be responsible for payment of the medical examination in accordance with Article I, Section 1.4(e) of the Cooperative Agreement.

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 is accorded under the provisions of the Michigan Teacher Tenure Act.

ARTICLE II **SUPERINTENDENT'S DUTIES AND RESPONSIBILITIES**

2.1. **Duties and Responsibilities.** Subject to the limitations set forth below, and the conditions and procedures set forth in the Cooperative Agreement, the Superintendent shall have charge of the administration of the schools under the direction of the Board of Education (hereafter sometimes the "Board") of the District. The Superintendent shall, and shall be entitled to;

- (a) be the chief executive officer and chief administrative officer of the district;
- (b) attend each meeting of the Board;
- (c) present his recommendations to the Board on any subject under consideration by the Board;
- (d) serve as an ex-officio member of each committee established by the Board;
- (e) direct and assign teachers and other employees of the schools under his supervision;

- (f) organize, reorganize and arrange the administrative, supervisory and instructional staff and supervise the business affairs, as in his judgment best serves the District;
- (g) select, place and transfer all personnel of the District, subject to approval of the Board;
- (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.

2.2 Time Expectation. Taking into account the Dual Superintendent's service to both Districts, the Dual Superintendent shall perform administrative services pertaining to a District at the administrative offices of either District, and shall visit the schools and programs of the District as the Superintendent deems necessary or appropriate. Other Superintendent activities affecting both Districts may be performed at such location as the Superintendent deems necessary and appropriate. It is the expectation that the Dual Superintendent's time actually involved in the matters and affairs of both Districts shall be in excess of 40 hours per week, vacation days and holidays excepted, and that the Superintendent shall be available and on-call to the District, as provided in the Cooperative Agreement, for extraordinary assignments and as circumstances typically warrant the attention and availability of a Superintendent of Schools.

2.3. Limitations on Superintendent Duties and Responsibilities. Notwithstanding the foregoing provisions of this Article or related provisions elsewhere in this Contract, but in accordance with the Cooperative Agreement, the Superintendent shall have no duties, either direct or supervisory, in any of the following circumstances or situations:

- (d) (h) negotiation, approval, recommendation, advice, interpretation or enforcement of any contract between the Districts.
- (e) (i) recommendation for allocation of costs of any joint purchase, joint employment, or other joint programs between the Districts.

- (f) (j) resolution of any dispute or conflict, contractual or non-contractual, arising between the two Districts, except for the Dual Superintendent's obligation as promptly and simultaneously as practicable, to notify the Boards of Education of both Districts as to occurrence or anticipation of such dispute or conflict.
- (d) in the event of competition between the Districts for fixed-amount programs or resources, personnel, or otherwise, the Dual Superintendent shall have no duty whatsoever, either direct or supervisory, including application, approval, recommendation, advice or selection, with respect to the matter of such competition, except for the Dual Superintendent's obligation as promptly and simultaneously as practicable, to notify the Boards of Education of both Districts as to occurrence or anticipation of such competition.

2.4. Shared Information. The District acknowledges that the Dual Superintendent, while acting for the District, may become aware of information pertaining to duties or interests in the other District, and agrees that the Dual Superintendent shall, and shall be expected by both Districts to share such information with the other District. Neither District may expect or require the Dual Superintendent to hold such information confidential from the other District.

ARTICLE III
COMPENSATION AND BENEFITS

3.1. Salary. Based on the Cost Allocation Standard in Section 1.4(e) of the Cooperative Agreement, and as its portion of the Dual Superintendent's total compensation,

- (a) the District shall pay the Superintendent a salary for his services to the District in the amount of _____ Thousand _____ Hundred _____ Dollars (\$_____) for the 2005-2006 District fiscal year; a salary for the 2006-2007 District fiscal year shall be mutually agreed to between the Dual Superintendent and both Districts on or before April 30, 2006. Said annual salary amounts shall be made in equal bi-weekly installments beginning with commencement of the 2005-06 District fiscal year.

- (b) Additionally, based on the Cost Allocation Standard and as its portion of the Dual Superintendent total compensation, the District shall pay the Superintendent for his services to the District the amount of _____ Thousand _____ Hundred _____ Dollars (\$_____) for the 2005-06 District fiscal year; an additional amount for the 2006-2007 District fiscal year shall be mutually agreed to between the Dual Superintendent and both Districts on or before April 30, 2006. Said additional compensation shall be applied toward a Board-approved tax-deferred annuity plan, deferred compensation plan, and/or as a cash payment. Said additional compensation payments shall be made in equal bi-weekly installments beginning with the commencement of the District 2005-06 fiscal year, unless written request for a lump sum distribution of this payment is submitted. Lump sum distributions of additional compensation shall not occur prior to December 1st of each contract year.

ARTICLE IV
FRINGE BENEFIT AND LEAVE PRIVILEGES

4.1. Fringe benefits and leave privileges for the Dual Superintendent, on a total package basis, with concurrent cost allocation, shall be as follows:

- (a) The Superintendent shall be entitled to twenty (20) days of vacation annually. All the days will be mutually agreed upon between the Districts and the Dual Superintendent. Maximum accumulation for unused vacation shall be thirty (30) days.
- (b) The Superintendent may annually request payment of unused vacation days, not to exceed the accumulation limitation, at a per diem rate based on two-hundred sixty (260) contract days.
- (c) In the event the Superintendent shall terminate his employment with the District, any used vacation shall be paid at his established per diem rate based

on two-hundred sixty (260) contract days, not to exceed thirty (30) days allocation unless otherwise reimbursed as provided for above in subsection (b).

- (d) The Superintendent shall be granted _____ (____) days of sick leave per year accumulative to a maximum of one-hundred twenty (120) days. In the event the Superintendent shall terminate his employment with the District, any unused sick leave shall be paid at one-half a per diem rate based on two-hundred sixty (260) contract days not to exceed _____ Thousand Dollars.
- (e) The Superintendent shall be granted _____ (____) paid personal leave days annually.
- (f) The Superintendent shall be granted total fringe benefits and leave privileges equal to or greater than the fringe benefits and leave privileges granted to all other employees of the District.

4.2. Current Accumulated Vacation and Sick Days. As of June 30, 2005, accumulated, but unused vacation and sick days which the Superintendent earned during his exclusive employment with ██████████ shall carry forward as a ██████████ only benefit provided only by ██████████ at its expense, but otherwise subject to the total package limitation set forth in Section 4.1.

4.3. Travel and Other Expenses Reimbursement. All expenses incurred while performing his duties as Superintendent shall be reimbursed in accordance with policies and procedures as set forth by the Board. The Superintendent will be reimbursed no less than the current IRS allowed reimbursement rate for out-of-district travel as approved by the Board.

4.4 Professional Dues. All local, state, and national professional organization dues for the Superintendent shall be paid upon approval of the Board.

4.5. Insurances. The Superintendent shall be granted insurances equal to or greater than insurances granted to all other employees of the District. As part of the salary and benefit package,

the following coverages, as a single total insurance package covered by the Cost Allocation Standard, shall be provided by [REDACTED] to the Dual Superintendent:

- (a) [REDACTED] shall pay the premium toward health, dental, vision, and life insurance for the Superintendent and his family.
- (b) Should the Superintendent terminate employment with [REDACTED] per the COBRA Act, the Superintendent and/or his family may be eligible to retain health, dental and vision insurances on a direct-pay-plus-___%-administrative-fee basis through the [REDACTED] group carrier.
- (c) [REDACTED] shall pay the premium toward a salary-replacement program, for coverage in the event the Dual Superintendent is unable to perform his duties as a result of a disability occurring from injury or illness.
- (d) [REDACTED] agrees to provide the above-mentioned insurance benefit programs within the underwriting rules and regulations, and provided the Superintendent meets the applicable “at work” requirements, as set forth by the carrier’s master contract with [REDACTED]
- (e) The Superintendent shall have [REDACTED] paid health, dental, and vision and life insurance benefits terminated on the last day of the month following termination of employment with [REDACTED]. The Superintendent shall have [REDACTED] paid salary-replacement insurance terminated on the last day of employment with [REDACTED]

ARTICLE V
EVALUATION AND REFERRAL

5.1. Evaluation. On or before March 31 of each contract year the 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.

5.2. 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 VI **ERRORS AND OMISSIONS INSURANCE**

6.1 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 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 VII **EARLY TERMINATION**

7.1. Disability. Should the Superintendent be unable to perform under this Contract by reason of illness, accident or other cause beyond his control and the disability exists for a period of more than six (6) consecutive months, or the disability is permanent, irreparable, or of such nature as to make his contract performance duties impossible for a period of more than six months, the District may, at its option, terminate this Contract whereupon the respective duties, rights and obligations hereunder shall terminate with the exception of long term disability and health insurance premiums.

7.2. Termination for Incompatibility. In the event of any incompatibility of office arising from the Dual Superintendency as provided in the Cooperative Agreement, the District shall have the termination right and attendant stipulated damages obligation as provided in the Cooperative Agreement. In the event of such incompatibility, the Superintendent also has a termination right to the extent provided in the Cooperative Agreement.

7.3. 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.

7.4. Resignation. Should the Superintendent otherwise determine to resign his position with the District prior to the expiration of this Contract, the Superintendent 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 VIII
MISCELLANEOUS

8.1. Arbitration. In the event of a dispute between the District and the Superintendent 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.

8.2. Entire Agreement. Together with the Cooperative Agreement, this Contract constitutes the entire understanding and agreement of the parties, superseding any prior agreements.

8.3. Amendment. No change shall be effective with respect to the terms of this Contract unless in writing and signed by both parties.

8.4. 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.

8.5. 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.

8.6 Effectiveness. This Contract shall become effective at such time as this Contract has been executed by both parties, and the Contract between the Dual Superintendent and the other District shall likewise have come into effect.

IN WITNESS WHEREOF, the District has caused this Contract to be executed on its behalf by its authorized officers and [REDACTED] has executed this Contract on the date(s) so indicated with their signatures.

[INSERT NAME OF SCHOOL DISTRICT]

Dated: _____

By: _____

Its: President

Dated: _____

By: _____

Its: Secretary

[REDACTED]

Dated: _____

By: _____

[REDACTED]
Superintendent