

Webberville Community Schools

ADMINISTRATIVE EMPLOYMENT CONTRACT

Name: Brian R. Friddle

Position Held: Superintendent

2020-2022 SCHOOL YEARS

It is hereby agreed by and between the Board of Education of the Webberville Community Schools (hereinafter "Board") and Brian R. Friddle, (hereinafter "Superintendent") that pursuant to Section 132 of the School Code of the State of Michigan, MCL 380.132, the Board in accordance with its action found in the minutes of its meeting, June 15, 2020, employs Brian R. Friddle as its Superintendent of Schools for the period starting on July 1, 2020 and ending on June 30, 2022 according to the terms and conditions as described and set forth herein as follows:

WITNESSETH:

1. Superintendent shall perform the duties of Superintendent of Schools as prescribed by the School Code of the State of Michigan and by the rules and regulations of the State Board of Education and as may be established, modified and/or amended from time to time by the Board.
2. Superintendent represents that he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Department of Education, and those required by the Board to serve in the position of Superintendent of Schools. If at any time Superintendent fails to maintain all certificates, credentials and qualifications for the position of Superintendent of Schools as required herein, this contract shall automatically terminate and the Board shall have no further obligations hereunder.
3. Superintendent agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position of Superintendent of Schools as required and assigned. Superintendent agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board and support and enforce the policies of the Board with respect thereto. Further, Superintendent agrees to comply with and fulfill all responsibilities and tasks required by state and federal law, and regulations by the Board to carry out the educational programs and policies of the School District for which he is responsible during the entire term of this Agreement. Further, the Superintendent pledges to use his best efforts to maintain and improve the quality of the operation of the School District and constantly promote efficiency in all areas of his responsibility.

4. Annually, no later than June 30th, of each year during the term of this contract, the Board will review with the Superintendent his performance as Superintendent. The Superintendent shall remind the Board of this responsibility in a timely fashion.
5. Superintendent shall be paid the salary of One Hundred Eleven Thousand Six Hundred and Ninety Dollars \$111,690 for the 2020-2021 school year in consideration of his performance of the duties and responsibilities of the position of Superintendent of Schools in conformance with the requirements and expectations of the Board as set forth herein. It is agreed that the Superintendent's salary for the 2021-2022 school year is to be determined by July of 2021.
 - A. For the 2020-2021 school year, the annual salary will be based on a 230-day work year and the number of normal scheduled work days the Superintendent will work, between July 1 and June 30, and the number of days the Board shall grant as vacation.
 - B. The annual salary for the 2020-2021 school year shall be paid in 26 bi-weekly installments. The Board hereby retains the right to adjust the annual salary of Superintendent during the term of this contract, but any such salary adjustment shall not reduce the annual salary below the minimum annual salary prescribed hereinabove.
 - C. The Board encourages the Superintendent to live within the district, however recognizing that it is not always possible or desirable, the Superintendent shall maintain actual residence and legal domicile within twenty (20) miles of the Webberville Community Schools and shall remain a resident within this distance for the duration of this contract.
 - D. Any adjustment in salary made during the term of this contract shall be in the form of a written amendment and when executed by Superintendent and the Board, shall become a part of this contract, but, it shall not be considered that the Board entered into a new contract with the Superintendent nor that the termination date of the existing contract has been extended thereby.
 - E. The superintendent, when using his own transportation for carrying out responsibilities for school business for the school system will be reimbursed for his mileage at the rate that is recognized by the IRS.
 - F. Annually, in July, the superintendent will be reimbursed \$100 per month for usage of personal cellular telephone and other electronic devices used for carrying out school business.
6. Superintendent is employed on the basis of fifty-two (52) weeks of work per year (July 1 - June 30) as scheduled by the Board.
7. This contract shall be extended unless the Board acts by June 30 of 2021, not to extend this contract, the term shall be extended for two (2) additional years (July 1 – June 30). It shall be the responsibility of the superintendent to notify the Board in writing of this notification requirement prior to March 1, 2021. Should the Board not provide the notice of non-renewal, this contract shall be renewed for an additional two (2) year period as provided in Section 132 of the School Code of 1976.

8. The Board shall be entitled to terminate this contract during its term in the event of the Superintendent's inability to perform the essential responsibilities of his position for a period of one hundred (100) consecutive days or more due to mental or physical disability.

Further, the Board shall be entitled to terminate the Superintendent's employment at any time during the term of this contract for acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, ineffectiveness or if the Superintendent materially breaches the terms and conditions of this Agreement. In the event that the Board undertakes to dismiss the Superintendent during the term of this contract, he shall be entitled to written notice of charges and an opportunity for a hearing before the Board. In the event of termination of employment during the term of this Agreement, this contract shall automatically terminate and the Board shall have no further obligation hereunder.

9. Superintendent agrees that he shall not be deemed to be granted continuing tenure in the position of Superintendent of Schools or in any capacity other than that of a classroom teacher, [should the probationary period required for tenure as a teacher be fulfilled], by virtue of this contract or any employment assignment with the School District, nor shall the decision of the Board not to continue or renew the employment of Superintendent for any subsequent period in any capacity, other than a classroom teacher as may be required by tenure law, be deemed a breach of this Agreement or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.
10. The Board shall extend to the Superintendent, during the duration of this contract, at a minimum, the following fringe benefits:
 - A. The Board shall compensate the Superintendent for the cost of one comprehensive physical examination every two-years. The Board reserves the right to determine the service provider.
 - B. The Board agrees to pay the premium amount for a term life insurance policy, covering the Superintendent, in the face amount of two (2) times his annual salary with AD & D.
 - C. Professional dues for two state or national professional organization.
 - D. Thirty (30) working days of paid vacation shall be taken each year of the contract but, whenever the Superintendent expects to be out of the school district on school-related business or on vacation for more than two (2) successive working days, he is required to notify the Board through its president. Superintendent shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the school district. The Superintendent and the Board agree that vacation days not utilized in any contract year are lost. Vacations of more than two (2) consecutive weeks shall not be taken without prior Board approval. The Superintendent shall also be allowed to take the following ten (10) paid holidays off from work without having them counted against his annual vacation days: July 4th, Labor Day, Thanksgiving Day and the day after,

Christmas Eve Day, Christmas Day, New Year's Day, New Year's Eve Day, Good Friday, and Memorial Day.

- E. The Administrator may have up to five (5) days off, per occurrence, in the event of the death of an immediate family member. The Administrator may use one (1) day, per occurrence, for the attendance at the funeral of a person outside the immediate family. Additional time may be granted by the board president for extenuating circumstances such as long distance travel, etc. Immediate family shall be defined as spouse, parent or step-parent, parent-in-law, brother, sister, children or step-children, grandchildren, grandparents or other household dependent.
 - F. The Board will annually contribute 5.5% of the superintendent's annual salary to a tax-deferred annuity program of his choosing payable in July. This contribution is considered a non-elective employer contribution and has no cash option.
 - G. The Board shall provide the Superintendent with fourteen (14) sick days per contract year cumulative to one hundred (100) days; the Board shall pay one-half (0.5) accumulated sick time up to fifty (50) days at time of his retirement. The Board also agrees to provide a total of two (2) days annual leave for personal business, to be used by the Superintendent at his discretion, but not to be deducted from accumulated sick leave.
 - H. The Board shall pay out the amount of \$300.00 per day, not to exceed \$1,500.00, for unused vacation days, upon termination of contract.
 - I. The Superintendent shall be provided with the Administrator Insurance Program in effect for each school year. The administrator will contribute 10% of the annual premium cost for their health insurance. If health insurance is not selected, the Superintendent shall receive \$400/month cash in-lieu. The Superintendent will be responsible for all costs above the state funding cap.
 - J. If teacher health care costs increase, the administrator health care coverage will be renegotiated.
 - K. If teachers receive a step or percentage increase, administrators will receive a 1 % increase.
 - L. If teachers receive a decrease in their salary the administrator will also receive the same decrease in their salary.
11. The Board reserves the right to change the identity of the insurance carrier, policyholder or third-party administrator for any of the above coverages, provided that substantially comparable coverage, as determined by the Board, is maintained during the term of this Agreement. The Board shall not be required to remit premiums for any insurance coverage for Superintendent and his 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 company or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. Superintendent is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage and the Board shall be relieved from all liability with respect to insurance benefits.

- A. 12. Subject to prior Board President approval, the Superintendent shall be authorized to attend hearings, conferences, workshops and conventions on behalf of the School District. The reasonable and necessary expenses incurred by the Superintendent shall be paid by the Board. The Superintendent shall be required to present an itemized account of his reasonable and necessary expenses in accordance with Board policy. **All conferences involving overnight stays will be approved by the board.**
13. The District agrees that it shall defend, hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in his individual capacity, or in his official capacity as agent and employee of the District, provided the incident arose while Superintendent was acting within the scope of his employment and excluding criminal litigations. The Board shall provide public liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgments resulting from his functioning as Superintendent and will reimburse him for any portion of such expense and judgments not covered by insurance. In no case will individual Board members be considered personally liable for indemnifying Superintendent against such demands, claims, suits, actions and legal proceedings.
14. This Contract of Employment contains the entire agreement and understanding by and between the Board and the 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, is hereby terminated and shall hereafter be of no force or effect whatsoever. No changes or modification of this Contract of Employment shall be valid or binding unless it is in writing signed by Superintendent and the Board. No waiver of any provision of this contract shall be valid 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 such time or at any other time.
15. If any provision of this Agreement becomes or is declared by a Court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provisions; provided however, that no such severability shall be effective if it materially changes the economic benefit of the Agreement by any party.
16. The Board shall provide program or tuition reimbursement for all course work and fees related to the performance of the Superintendent's job responsibilities.

The following changes will be applied to the administrative contract for the 2021-2022 school year.

Administrator tuition will be limited to \$2,000 a year and the board will be notified of the course title, prior to enrollment.

17. Asbestos Duties

- A The Board agrees to hold harmless and indemnify the employee from any and all demands, claims, suits, actions and legal proceedings brought against the employee when performing functions related to asbestos as an employee and agent of the district, provided the employee was acting within the scope of his employment, under the supervision of the board, and excluding criminal litigation or acts by the employee.
- B The District shall provide and pay for proper training.
- C The employee shall be required to perform assigned asbestos duties for one full year after receiving training.
- D The employee shall be paid \$500.00 at the end of the fiscal year. This amount shall be prorated in the event the employee ends employment with the District.

18. This Agreement is executed on behalf of the Board of Education pursuant to the authority granted as contained in the motion of the Board approved on June 15, 2020, the same being incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures as follows:

SUPERINTENDENT OF SCHOOLS:

BOARD OF EDUCATION:

Brian R. Friddle

Amy Coe, President

Dated: _____

Dated: _____

Heather Stiffler, Secretary

Dated: _____