

Caro Community Schools  
Contract of Employment  
Superintendent  
**George Rierson**

The Board of Education ("Board") of Caro Community Schools ("District") and George Rierson ("Administrator"), pursuant to Section 1229(1) of the Revised School Code of the State of Michigan, by Board action at a meeting held on the 14<sup>th</sup> day of June, 2021, employs George Rierson as Superintendent for a three (3) year period commencing on July 1, 2021 and ending on June 30, 2024, according to the following:

1. Administrator shall perform the duties of Superintendent as prescribed by Board and as may be established and/or amended by Board, the Revised School Code, and under the supervision and direction of Board. Administrator accepts the ultimate authority and direction of Board with respect to his responsibilities.

2. Administrator represents that he possesses and will maintain all certificates, credentials, and qualifications required by law, including the provisions of Sections 1246 and 1536 of the Revised School Code, including the regulations of the Michigan Department of Education, and those required by Board to serve in the position assigned. Administrator agrees, as a condition of his continued employment, to meet all continuing education requirements required by law, regulation or the Michigan Department of Education. If Administrator fails to maintain all certificates, credentials, continuing education requirements and/or qualifications required, this Contract shall automatically terminate and Board shall have no further obligations.

3. Administrator agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Administrator agrees to faithfully perform duties assigned by Board and to comply with the directives of Board. Further, Administrator agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations, District policies, and by Board to carry out the educational programs. Further, Administrator agrees to devote substantially all of his business time, attention and services to the diligent, faithful and competent discharge of his duties on behalf of District to enhance the operation of District and agrees to use his best efforts to maintain and improve the quality of the programs and services of District. Administrator will not perform professional services outside his administrative duties, or perform work for any other employer or entity without the preapproval of Board.

4. Administrator shall be paid at an annual salary rate of not less than one hundred twenty-four thousand and five hundred dollars (\$124,500.00) for the 2021-22 school year, one hundred twenty-seven thousand dollars (\$127,000.00) for the 2022-23 school year, and one hundred thirty thousand dollars (\$130,000.00) in consideration of his performance of the duties and responsibilities of the position. The annual salary shall be paid in up to twenty-six (26) biweekly installments beginning with the commencement of the fiscal/contract year (July 1 through June 30). Biweekly payment shall not begin until Administrator begins work for the

fiscal/contract year. The annual salary shall be prorated for time worked less than a full school year.

a. The Board reserves the right to reassign or transfer. Should Administrator be assigned or transferred to another position, the salary shall be as established by Board for that position. Upon separation or unpaid leave of absence of Administrator during any fiscal/contract year, his salary shall be adjusted to reflect payment, on a per diem basis, for the number of days on which services were actually and physically rendered during the contract year. Any amounts due Administrator upon separation or commencement of unpaid leave shall be remitted by Board to him as soon as such amounts can diligently be determined. Any salary amounts received by Administrator in excess of days actually worked during the fiscal/contract year shall be deducted from Administrator's remaining wages and Administrator, by executing this Contract, gives his written consent for such deduction. Any wage overpayments not recoverable by Board through wage deduction shall be remitted to Board by Administrator within three (3) business days of separation from employment. If not paid in this manner, Administrator agrees that judgment may be entered against him in any Michigan court of competent jurisdiction for such amount(s).

5. Board makes no representations as to the advisability or impact of these allocations for purposes of the Administrator's tax, retirement, or financial planning. Board provides no assurances for purposes of retirement benefits. Administrator has been provided an opportunity to consult with legal counsel, financial advisors, retirement advisors, and others as Administrator deemed appropriate in requesting these allocations and has not relied on any representations by Board.

6. Administrator is employed on the basis of two hundred sixty-one (261) workdays per fiscal year (July 1 through June 30) as scheduled by Board, and generally works forty (40) hours per week but is expected to work additional hours as required for his position.

7. Administrator's performance shall be evaluated by Board annually and presented to Administrator in writing no later than March 31 in any given school year. As such evaluations are to be based in part on goals and objectives, said goals and objectives will be presented to the Administrator in writing prior to the year of evaluation.

8. Administrator shall accumulate sick leave at a rate of one day per month worked, up to 60 days. Four (4) of those days may be used for personal business.

a. If Administrator retires with at least 5 years' service in the Caro Community Schools, he shall be entitled to compensation of unused sick days and bereavement days of \$100 per day up to \$8500.

b. If more than five sick days are used in a row, a doctor's notice indicating a release to work or documenting the need of the family member shall be required.

c. Up to fifteen (15) days of sick leave may be used from a sick bank in a school year for critical illness in Administrator's immediate family. Days from accumulated leave may not be used unless it is a part of the FMLA placement.

9. Administrator shall receive twenty (20) days of vacation for the 2021–2022 school year, twenty (20) days of vacation for the 2022–2023 school year, and twenty (20) days of vacation for the 2023-2024 school year, which may be taken after July 1, 2021, July 1, 2022 and July 1, 2023 respectively. Vacation days must be used within the fiscal year for which they are made available and Administrator shall not receive any additional compensation in lieu of use of vacation days without the express agreement of the Board. Administrator shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the District. All scheduling of vacation is subject to the approval of the Board.

10. Up to but not exceeding three (3) days may be used by Administrator for each death in his immediate family. "Immediate family" is interpreted to include father, mother, brother, sister, husband, wife, child, parent-in-law, grandparent, grandchild or any other person who has clearly stood in the same relationship with him as any of these. Two (2) additional days shall be provided in cases of the death of a spouse, parent, or child. The number of days for funerals or any additional bereavement days will be determined as each separate case arises at the discretion of the Board. Leave for bereavement beyond three (3) days shall be deducted from accumulated leave time. If Administrator is attending a funeral as a representative of the school, time will not be deducted from his bereavement days or PTO days.

11. Board shall be entitled to discipline as approved by the Board, or terminate Administrator's employment at any time during the term of this Contract for acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, miss representation, conviction or commission of a felony or misdemeanor, if Administrator materially breaches the terms and conditions of the Contract, or other reasons that are not arbitrary or capricious as determined by Board. If Board acts to dismiss Administrator during this Contract, he shall be entitled to written notice of charges and an opportunity for a hearing before Board. Administrator may be represented by legal counsel, at his expense, at the Board hearing. If Board acts to discharge Administrator, this Contract shall automatically terminate and Board shall have no further obligation.

12. This Contract may be non-renewed by Board pursuant to Section 1229(1) of the Revised School Code.

13. Prior to resumption of duty after an unpaid leave of absence for a serious health condition, Administrator shall provide to Board a fitness for duty certification from Administrator's health care provider. A second opinion may be required by Board, at its expense, unless the securing of the second opinion in this context is precluded by the Family and Medical Leave Act.

14. Administrator shall be eligible for family medical leave per Board policy and the Family and Medical Leave Act. Applicable paid leave shall be concurrent with the Family and Medical Leave Act.

15. Administrator shall submit to such medical examinations, supply such information and execute such documents as may be required by any underwriter, policyholder or third-party Administrator providing insurance programs specified under this Contract. Additionally, upon request of Board or Superintendent, Administrator shall authorize the release of medical information necessary to determine if Administrator is capable of performing the essential job functions required by his assignment, with or without job accommodation. Any physical or mental examination or disclosure of such information required of Administrator by Board shall be job related and consistent with business necessity. Any medical or psychological examination under this section shall be at Board's expense. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.

16. Administrator agrees that he shall not be deemed to be granted continuing tenure in the position of initially assigned or to which he may be assigned or transferred 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 (requiring certification) with the District. Nor shall the decision of Board not to continue or renew the employment of Administrator for any subsequent period in any capacity, other than as a classroom teacher, as may be required by the Teachers' Tenure Act, be deemed a breach of this Contract or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act. Administrator shall be deemed to have been granted continuing tenure as an active classroom teacher in accordance with the provisions of the Michigan Teacher Tenure Act.

17. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third-party administrator, Board shall make premium payments on behalf of Administrator and his eligible dependents for enrollment in the following insurance programs:

The terms of this agreement shall be subject to the mandates of the Publicly Funded Health Contribution Act, 2011, P.A. 152, and any change regarding health insurance adopted by the Board under the provisions of the Act. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder, or third party administrator, the Board shall make premium payments on behalf of Administrator and his eligible dependents for the following insurance programs.

A. Plan A:

The Board shall provide an insurance plan with our current Board approved provider with choices available regarding coverage and deductibles. 20% of insurance will be deducted from his base salary on a bi-weekly basis and adjusted as premium rates or enrollment status changes. Co-pays, deductibles and HSA contributions will depend on the plan chosen, if applicable. The Plan chosen will be reviewed and approved by the Board on an annual basis with regards to premium contributions and may be changed at the discretion of the Board provided that the benefits are substantially the same and in accordance with state and federal

law. If Administrator refuses Plan A health insurance, he may opt for a salary adjustment of the current contract year premium cost of the PAK A Single Subscriber Plan to be added to his base rate.

B. Plan B:

If Administrator opts for PAK B insurance, 20% of the cost of PAK B will be deducted from his base salary on a bi-weekly basis.

C. In lieu of taking PAK A insurance, the contract year premium of PAK A insurance will be added to Administrator's salary minus 20% of PAK B . The breakdown is as follows:

**Cash in Lieu of Medical Plan: 5,000.00**

18. Administrator agrees that Board has the right to allocate to Administrator responsibility for a portion of the premium for the insurance coverages, as may be determined by the Board and in its discretion. This contribution shall not be less than the amount determined by Board to be necessary to comply with the Publicly Funded Health Insurance Contribution Act, 2011 PA 152. Board will notify Administrator of the insurance costs including taxes, assessments and copayments or which he is responsible in excess of Board paid premium contributions, subject to payroll deduction.

19. Administrator agrees that Board has the right to allocate to Administrator responsibility for a portion of the premium for the insurance coverages, as may be determined by the Board and in its discretion. This contribution shall not be less than the amount determined by Board to be necessary to comply with the Publicly Funded Health Insurance Contribution Act, 2011 PA 152. Board will notify Administrator of the insurance costs including taxes, assessments and copayments subject to payroll deduction for which he is responsible in excess of Board paid premium contributions.

20. Board reserves the right to change the identity of the insurance carrier, policyholder or third-party administrator for any of the above coverages, as determined and maintained by Board during this Contract. Board reserves the right to self-fund any of the above benefits. Additionally, Board shall not be required to remit premiums for any insurance coverages for Administrator 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 of third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. Administrator is responsible for assuring completion of all forms and documents needed to receive the insurance coverage. District, by payment of the premium payments required to provide insurance coverage, shall be relieved from all liability with respect to insurance benefits.

21. Administrator is entitled to the following holidays for which no service to District is required: Fourth of July, Friday before Labor Day, Labor Day, Thanksgiving Day and day after Thanksgiving, Day before Christmas, Christmas Day and day after Christmas, New Year's Eve and New Year's Day, Good Friday, Memorial Day. (12 days) \* If the day falls on the weekend, the day shall be observed on the Monday or Friday of that weekend.

22. Administrator shall be eligible to be reimbursed for travel, meals and lodging in accordance with per diem expense and reimbursement procedures established by the Board. Any expenses to be incurred by Administrator for out-of-district travel shall be submitted in advance for review and approval by Board or its designee. Administrator shall be required to present an itemized account of reasonable and necessary expenses in accordance with direction of Board or its designee.

23. Subject to express approval by Board, the fees or dues for membership in appropriate professional organizations shall be paid by Board. Subject to prior approval by Board, Administrator may attend appropriate professional meetings at the local, state and national levels and shall be reimbursed for any registration fees, tuition, travel, lodging and/or reasonable meal expenses for himself in relation thereto not prepaid by Board.

24. Board agrees to pay the premium amount for errors and omissions insurance coverage for Administrator while engaged in the performance of a governmental function and while Administrator is acting within the scope of his authority. The policy limits for this coverage shall be not less than \$2,000,000. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of Administrator. The sole obligation undertaken by 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, Board shall have the right to discontinue said coverage and shall so notify Administrator. In that event, Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to Administrator as is authorized under MCL 691.1408 and MCL 380.11a(3)(d).

25. If a dispute arises between the parties relating to discharge of Administrator during this Contract, the parties agree to submit such to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association. Arbitration under this provision shall be conducted pursuant to the terms of the Michigan Arbitration Act, MCL 691.1681 *et seq.* and MCR 3.602. The parties intend that this dispute resolution shall be inclusive of all contract and statutory claims advanced by Administrator arising from Administrator's discharge during this Contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. However, this agreement to arbitrate does not restrict Administrator from filing a claim or charge with any state or federal agency (such as the Equal Employment Opportunity Commission or the Michigan Department of Civil Rights), and does not apply to any claims for unemployment compensation or workers' compensation which may be brought by Administrator. This agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings. Administrator acknowledges he is waiving his right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, Administrator shall have the right to representation by counsel of his choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery and the right to a

fair hearing. However, Administrator, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.

26. The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by Board and Administrator, subject to the right of Administrator to seek to tax such fees as costs against Board. Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on Board within one hundred eighty (180) days of the effective date of Administrator's discharge during the term of this Contract and to enforce the award.

27. Administrator agrees that any claim or suit arising out of Administrator's employment with Board must be filed no more than 180 days after the date of the employment action that is the subject of the claim or suit. Administrator understands that the statute of limitations for claims arising out of an employment action may be longer than 180 days, but agrees to be bound by the 180 day period of limitation set forth herein and waives any statute of limitations to the contrary. Should a court of competent jurisdiction determine that this provision allows an unreasonably short period of time to commence a law suit, it is the intent of the parties that the court enforce this provision to the extent possible and declare the law suit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.

28. The term "Force Majeure," as used in this Contract, means causes or events beyond the reasonable control of, and without the fault or negligence of the party claiming Force Majeure which by exercise of due diligence and foresight could not have reasonably been avoided, including any emergency, without limitation, acts of God, sudden actions of the elements such as floods, earthquakes, hurricanes, or tornadoes; high winds of sufficient strength or duration to materially damage District property or significantly impair District's operation for a period of time; lightning; fire; ice storms; sabotage; vandalism; terrorism; war; fire; riots; explosion; blockades; insurrection; employment strike against a third-party; slow down or labor disruptions (even if such difficulties could be resolved by conceding to the demands of a labor group); state or federal order of closure due to contagious disease; actions or inactions by any governmental authority taken after the date hereof (including the adoption or change in any rule or regulation or environmental constraints lawfully imposed by such governmental authority); and inability, despite due diligence, to obtain or maintain any licenses, permits, or approvals required by any governmental authority.

29. Neither party shall be responsible or liable for any delay or failure in its performance under this Contract, nor shall any delay, failure, or other occurrence or event become an event of default, to the extent such delay, failure, occurrence or event is substantially caused by conditions or events of Force Majeure, provided that:

a. the non-performing party gives the other party prompt written notice describing the particulars of the occurrence of the Force Majeure;

b. the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

c. the non-performing party proceeds with reasonable diligence to remedy its inability to perform and provides weekly progress reports to the other party describing actions taken to end the Force Majeure; and

d. when the non-performing party is able to resume performance of its obligations under this Contract that party shall give the other party written notice to that effect.

30. This Contract contains the entire agreement and understanding between the Board and Administrator with respect to the employment of Administrator and no prior or concurrent representations, promises, contracts or understandings, written or oral, not contained herein shall be of any force or effect. All prior contracts or other agreements (written or oral) pertaining to the terms of this Contract are cancelled and are superseded by the terms of this Contract. Provided, that this Contract is voidable pursuant to the provisions of the Revised Schools Code, pertaining to criminal records and criminal history checks. No amendment to or modification of this Contract shall be valid or binding unless it is in writing and signed by Administrator and 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.

31. 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 without said provisions; provided, however, that no such severability shall be effective if it materially changes the economic benefit of this Contract to any party.

32. Administrator agrees to provide the Board a minimum of a 90-day notice of his intent to terminate the enforced contract, of resignation, and/or any rationale in which the Administrator intends to discontinue his services with the District, or as approved and mutually agreed upon by the Board.

33. This Contract is executed on behalf of the District pursuant to the authority granted under the laws of the State of Michigan.






IN WITNESS WHEREOF, the parties have caused this Contract to be executed on the day and year noted.

June 11, 2021

Date



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George Rierson, Superintendent

**BOARD OF EDUCATION OF CARO COMMUNITY SCHOOLS**

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Date

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Its: President

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Date

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Its: Secretary