

# **CONTRACT OF EMPLOYMENT**

## **School Superintendent**

It is hereby agreed by and between the Board of Education of the Gladwin Community Schools (hereinafter "Board") and Charles Frisbie (hereinafter "Superintendent") that pursuant to Section 1229 (1) of the Revised School Code the Board in accordance with its action found in the minutes held on May 8, 2023 has and does hereby employ Charles Frisbie for a period commencing on July 1, 2023 and ending on June 30, 2025, according to the terms and conditions as described and set forth below. Any extension of this Contract requires the express approval of the Board. Not later than March 31, 2024, the Board shall review this Contract with the Superintendent and determine whether it will be extended beyond June 30, 2025.

1. The Superintendent shall perform the duties of Superintendent as prescribed by the Board and as may be established, modified and/or amended from time to time by the Board. The Superintendent acknowledges the ultimate authority of the Board with respect to his responsibilities and directions related thereto.

2. The Superintendent pledges to use his best efforts to maintain and improve the quality of the operation of the School District and constantly promotes efficiency in all areas of his responsibilities. Superintendent represents that he possesses, holds 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 the Board to serve in the position assigned. Additionally, the Superintendent agrees, as a condition of his continued employment, to meet all continuing education requirements for the position assigned, as may be required by law, regulation, and/or by the Michigan State Board of Education. If at any time the Superintendent fails to maintain all certificates, credentials, continuing education requirements, accreditation standards and/or qualifications for the position assigned, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

3. The Superintendent agrees to devote [his/her] talents, skills, efforts, and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Employee agrees to faithfully perform duties assigned by Board and to comply with the directives of Board. Further, the Superintendent 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, the Superintendent agrees to devote all of [his/her] business time, attention, and services to the diligent, faithful, and competent discharge of [his/her] duties on behalf of District to enhance the operation of District and agrees to use [his/her] best efforts to maintain and improve the quality of the programs and services of District. The Superintendent will not perform professional services outside [his/her] administrative duties or perform work for any other employer or entity without the preapproval of Board.

4. The Superintendent shall be paid at an annual (i.e. twelve month) salary of not less than One Hundred Thirty Nine Thousand (\$139,000) in consideration of his performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board.

The annual salary shall be paid in twenty-six (26) bi-weekly installments beginning with the commencement of the fiscal/contract year (July 1 through June 30). This salary shall be prorated should the Superintendent work less than a full fiscal/contract year.

If Superintendent receives wages under this Contract before commencing actual job duties, and then without good cause (as determined by the Board in its sole discretion) leaves Gladwin Community Schools' employment, the Superintendent agrees to reimburse the school district for all wages received for which no work was performed.

Compensation includes salary and wages; investments made in a tax-sheltered annuity for a public school employee as remuneration for services under the Public School Employees Retirement Act; longevity pay; and merit pay as established by a reporting unit for the purpose of rewarded achievement or specific performance objectives.

The Superintendent shall have \$1000 dollars added to his salary for each building that accomplished 85% of its school improvement goals during the previous academic year. The school improvement goals for the current academic year will be presented to the Board no later than the October workshop.

Also to be included with the above listed salary is a longevity amount of 0 dollars determined by an allowance of \$1,100 for each four (4) years of service as the Superintendent of Gladwin Community Schools. The longevity amount is to be paid in twenty-six (26) equal installments along with the regular pay.

Should the Superintendent be assigned or transferred to another position, [his/her] salary shall be as established by the Board for that position. Upon separation or unpaid leave of absence of the Superintendent during any fiscal/contract year, [his/her] 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 the Superintendent upon separation or commencement of unpaid leave shall be remitted by Board to [him/her] as soon as such amounts can diligently be determined. Any salary amounts received by the Superintendent in excess of days actually worked during the fiscal/contract year shall be deducted from the Superintendent's remaining wages and the Superintendent, by executing this Contract, gives [his/her] written consent for such deduction. Any wage overpayments not recoverable by the Board through wage deduction shall be remitted to the Board by the Superintendent within three (3) business days of separation from employment. If not paid in this manner, the Superintendent agrees that judgment may be entered against [him/her] in any Michigan court of competent jurisdiction for such amount(s).

The Board hereby retains the right to adjust the annual salary of the Superintendent during the term of his Contract. Any such salary adjustment shall not reduce the annual salary below the minimum annual salary unless the Superintendent has been transferred or assigned a position at a lower salary rate. Any adjustment in salary made during the term of his contract shall be in the form of a written amendment and when executed by the Superintendent and the Board, shall become a part of this Contract.

5. The Board shall contribute an amount of \$6000 per contract year (July 1st through June 30th) on behalf of Superintendent to a deferred compensation plan established and approved by the Board. The Superintendent shall be solely and entirely responsible for any and all tax consequences attributable to deferred compensation contributions by the Board and/or distributions from deferred compensation. This sum shall be prorated based upon actual time worked if the Superintendent does not work the full regularly scheduled work year. This sum shall be reported as wages for Office of Retirement Services (ORS) retirement contributions.

6. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third-party administrator, the Board shall provide the Superintendent and his/her eligible dependents the following insurances: Priority Health POS (HSA) with the premium being funded up to the state cap allowable by the Board of Education. The HSA funding will also be paid 100% by the Board of Education. Also to be provided is dental, vision, AD&D, long term liability and life insurances.

7. The Superintendent agrees that the Board has the right to allocate to the Superintendent 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 the Board to be necessary to comply with the Publicly Funded Health Insurance Contribution Act, 2011 PA 152. The Board will notify the Superintendent of the insurance costs including taxes, assessments, and copayments subject to payroll deduction for which [he/she] is responsible in excess of the Board paid premium contributions.

8. The Superintendent is employed on the basis of fifty-two (52) weeks of work per contract year (July 1<sup>st</sup> through June 30<sup>th</sup>) 260 days as scheduled by the Board. The Superintendent shall be granted vacation time of twenty (20) days per contract year, which shall be allowed to accumulate to a maximum of 30 days.

The Superintendent may elect each July 1 to be paid his per diem rate for all unused vacation days from the prior fiscal year. Any other unused vacation days from the prior year may either be carried over (up to a maximum of 10) or be converted to sick, or any combination thereof.

The Superintendent 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 in excess of four (4) consecutive days is subject to notification given to the Board. Vacation days shall be prorated should the Superintendent work less than a full fiscal/contract

year.

9. If the Superintendent is absent from duty on account of personal illness or disability he shall be entitled to 13 sick days per year with full pay to be used for personal illness or disability. Unused sick leave days hereunder shall be cumulative to a maximum of 175 days for absence due to personal illness or disability of the Superintendent.

10. The Superintendent shall be entitled to four (4) days per contract year to conduct personal business. "Personal business" days are intended to allow the Superintendent to complete needed tasks that can only be performed during the school day or days when the Superintendent is not working, such as scheduled service appointments, court appearances, or other similar obligations. Personal business days are not intended to be used as vacation days or before or after a scheduled school year break.

11. The Superintendent shall be eligible, during each contract year, for up to five (5) bereavement days to be used in the event of death in the Superintendent's "immediate family" (defined as spouse, parent, child, sibling, grandchild, parent-in-law and grandparents).

The District may grant additional bereavement leave days in circumstances where it determines that such additional leave is necessary and justified.

12. The Superintendent is entitled to the following holidays for which no service to the School District is required:

|                |                        |                 |
|----------------|------------------------|-----------------|
| New Years Day  | November 15            | Christmas Break |
| Good Friday    | Thanksgiving Day       | Spring Break    |
| Memorial Day   | Day after Thanksgiving |                 |
| Fourth of July | Christmas Eve Day      |                 |
| Labor Day      | Christmas Day          |                 |

13. Upon the submission of a detailed travel voucher, the Board shall reimburse the Superintendent, at the current Federal mileage rate, for District related business based from the Administration Offices in accordance with per diem expense and reimbursement procedures established by the Board.

14. \$1,500 will be paid for each year of administrative service upon retirement from the Gladwin Community School district.

14. Fees and dues for membership in appropriate professional organizations shall be paid, subject to express prior approval of the Board. The Superintendent 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 meal expenses for himself in relation thereto not prepaid by the Board, subject to the express prior approval of the Board and in accordance with Board policy.

15. The Board shall evaluate the Superintendent annually and presented to the

Superintendent in writing no later than March 1st of any given year. It shall be the responsibility of the Superintendent to schedule an evaluation with the Board annually and to inform the Board regarding the timeline to consider renewal. The Board and the Superintendent will mutually agree upon the criteria and the evaluation process. The Board agrees to inform the Superintendent of any deficiencies in his/her performance as soon as those deficiencies become apparent. The Board will conduct a mid-year assessment of the Superintendent's progress towards the evaluative criteria on or before June 30<sup>th</sup>. The Superintendent will be notified, in writing, of any changes or modifications which the Board would like and the Superintendent shall concentrate on those areas.

16. The Superintendent agrees that he shall not be deemed to be granted continuing tenure in the position 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 of any employment assignment (requiring certification) with the Gladwin Community Schools. Nor shall the decision of the Board not to continue to renew the employment of the Superintendent for any subsequent period in any capacity, other than as a classroom teacher, as may be required by the Michigan Teachers' Tenure Act, be deemed a breach of this Contract or a discharge of demotion within the provisions of the Michigan Teachers' Tenure Act.

17. 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, inefficiency, incompetence, insubordination, breach of contract, conviction or commission of a felony or misdemeanor, or other reasons that are not arbitrary or capricious as determined by the Board. The Board will not arbitrarily and capriciously dismiss him. No discharge shall be effective until written charges have been served upon him and he has an opportunity for a fair hearing before the Board after ten (10) days notice in writing. Said hearing shall be public or private at the option of the Superintendent. At such hearing, he/she may have legal counsel at his/her own expense.

The foregoing standards of termination of this Contract during its term shall not be applicable to non-renewal of this Contract at the expiration of its term, which decision is discretionary with the Board of Education.

In the event of termination of employment during the term of this Contract, this Contract shall automatically cease to have effect and the Board shall have no further obligation hereunder.

The Superintendent shall provide the Board 90 days written notice of his/her intent to terminate his/her employment with the District. If the Superintendent fails to provide the Board with 90 days written notice of his/her intent to terminate his/her employment with the District, the Superintendent forfeits any vacation or sick day payout he/she would otherwise be eligible to receive.

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

19. In the event of a dispute between the parties relating to the discharge of the



Superintendent during this Contract; the parties hereby agree to submit such to binding arbitration. Such arbitration 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 Uniform Arbitration Act, MCL 691.1681 *et seq.* and MCR 3.602. The parties shall share the arbitrator's fee and the expense of the American Arbitration Association equally. All parties are entitled to have representation of their own designation; however, each party shall be responsible for the costs of such respective representation. However, the Superintendent, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the contexts of such arbitration proceedings. Any such claims shall be pursued within 180 calendar days of the effective date of the Superintendent's discharge during the term of this Contract.

The parties intend that this dispute resolution shall be inclusive of all contract and statutory claims advanced by the Superintendent arising from the Superintendent's discharge during this Contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. This agreement to arbitrate does not restrict the Superintendent 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 claims for unemployment compensation or workers' compensation that may be brought by the Superintendent. This agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings. The Superintendent acknowledges [he/she] is waiving [his/her] right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims.

In the event of a breach on the part of either party to this Agreement, nothing contained herein shall be construed to render the obligations of either party under this Agreement null and void.

20. The Superintendent agrees that any claim or suit arising out of the Superintendent's employment with the 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. The Superintendent 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 unreasonable period of time to commence a lawsuit, it is the intent of the parties that the court enforce this provision to the extent possible and declare the lawsuit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.

21. The Superintendent shall submit to such medical examinations, supply such information and execute such documents as may be required by any underwriter, policy holder or third party providing insurance programs specified under this Contract. Additionally, upon request of the Board, the Superintendent shall authorize the release of medical information and shall submit to physical and/or psychological examinations as are necessary to determine if the Superintendent is capable of performing the essential job functions required by his assignment, with or without reasonable job accommodation(s). Any physical or mental examination or

disclosure of such information, required of the Superintendent by the Board, shall be job related and consistent with business necessity. Any medical or psychological examination under this section shall be at Board expense. Any information obtained from any medical or psychological examinations or inquiries shall be considered and treated as confidential.

22. Employee 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.

Prior to resumption of duty after an unpaid leave of absence for a serious health condition pursuant to the Family Medical Leave Act, the Superintendent shall provide to the Board a fitness-for-duty certification from the Superintendent's health care provider. The Board, at its expense, may require a second opinion, unless the Family Medical Leave Act precludes the securing of the second opinion in this context.

23. The Board reserves the right, in consultation with Superintendent to change the identity of the insurance carrier, policy holder or third-party administrator for any of the coverage and plans specified in paragraphs 4 and 5 above, provided that comparable coverage is maintained during the term of this Contract. The Board reserves the right to self-fund any of the above benefits. The Board shall not be required to remit premiums for any insurance coverage for the Superintendent or 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 Superintendent shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage and other related matters. The Superintendent is responsible for assuring completion of all forms and documents needed to receive the above-described insurance. The District, by payment of the premium payments required to provide insurance coverage, shall be relieved from all liability with respect to insurance benefits.

24. Except as specifically provided in paragraph 25A. below, this Contract contains the entire agreement and understanding by and between the Board and the Superintendent with regard to the Superintendent's employment. No presentation, promises, contracts or understandings, written or oral, not set forth in this contract, shall be of any force or effect, except as is provided in paragraph 25A. immediately below. No change or modification in 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 such time or at any other time.

- A. Superintendent and Board recognize that the Board must request and obtain a criminal history check on Superintendent from the Criminal Records Division of the Michigan Department of State Police and also from the Federal Bureau of Investigation pursuant

to Sections 1230 and 1230a of the Revised School Code.

The Superintendent and the Board agree that the Superintendent's employment with the Board shall be regarded as conditional until these reports have been received and reviewed by the Board. Further, the Superintendent agrees that if the reports received from the Department of State Police and/or the Federal Bureau of Investigation are not the same as the Superintendent's representation(s) regarding either the absence of any convictions or crimes of which the Superintendent has been convicted, this employment contract is voidable at the option of the Board.

25. The Board agrees to pay the premium amount for errors and omissions insurance coverage for Superintendent while engaged in the performance of a government function and while the Superintendent is acting within the scope of his/her authority. The policy limits for this coverage shall be no less the One Million Dollars (\$1,000,000.00). The terms of the errors and omissions insurance policy shall be controlling respective defense and indemnity of 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 said coverage and shall so notify Superintendent, in which case the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to Superintendent to the extent authorized under Michigan law.

26. 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.

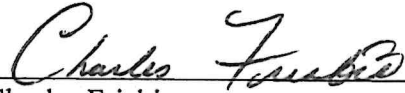
27. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.



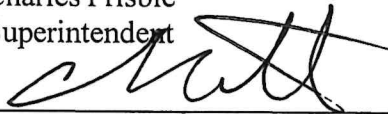
28. This Agreement is executed on behalf of the Gladwin Community Schools pursuant to the authority granted under the laws of the State of Michigan and in accordance with the Board's action found in the minutes of its meeting held on May 8, 2023

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

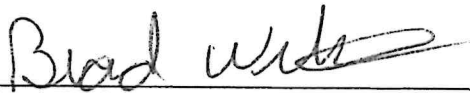
Date \_\_\_\_\_

  
Charles Frisbie  
Superintendent

Date \_\_\_\_\_

  
Chris Pellerito, President Board of  
Education

Date Aug 14 2023

  
Brad Withrow, Secretary Board of Education