

# FRANKFORT-ELBERTA AREA SCHOOLS

## *Contract of Employment*

**ORIGINAL**

### SUPERINTENDENT

It is hereby agreed by and between the Board of Education of the Frankfort-Elberta Area Schools (hereinafter "Board") and *Thomas J. Stobie* (hereinafter Superintendent) that said Board in accordance with its action found in the minutes of the special meeting held on *May 17, 2010* has and does hereby retain its Superintendent of Schools for a period of three (3) years from July 1, 2010 until June 30, 2013

1. The Superintendent shall perform the duties of the position of Superintendent of Schools as established by the Board or as such duties are changed from time to time by the Board in and for the Frankfort-Elberta Area Schools and as prescribed by the laws of the State of Michigan and the rules and regulations of the State Board of Education and the Board of Education of the Frankfort-Elberta Area Schools.

2. The Superintendent shall receive a salary for the performance of duties at a rate of \$135.38 for 195 half days per year (\$26,400). The salary shall be paid in twenty-six (26) bi-weekly installments beginning with the commencement of the fiscal/contract year (July 1 – June 30). Salary shall be negotiated prior to June 15<sup>th</sup> of the preceding year of the contract.

3. Leave privileges and fringe benefits:

- A. The Superintendent shall be granted a monthly automobile allowance of \$300.00/month (\$3,600). He shall be reimbursed for school business related trips outside the FEAS district at the I.R.S. rate.
- B. The Superintendent shall be allowed ten (10) sick days per year during the length of the contract. Any remaining sick days may be carried over to the next school year. There will be no compensation for unused sick days when this contract expires.
- C. Any credit for extra days worked (up to 5) can be carried over to the next school year.

4. The Superintendent shall attend appropriate professional meetings and shall be reimbursed for his expenses in connection therewith and for any other reasonable out-of-pocket expenses incurred on behalf of the district. Out-of-pocket expenses incurred on behalf of the district shall be subject to periodic board review.

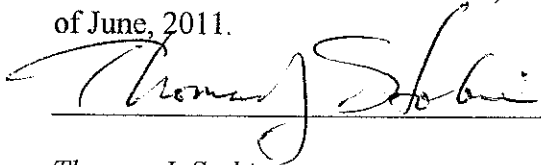
5. The Superintendent agrees that he shall not be deemed to be granted continuing tenure in the position of Superintendent or in any other capacity by virtue of this contract or any employment assignment within the school district.

6. It is further agreed and stipulated that no individual administrator, Board Member or other agent or employee of the school district has the authority to alter or amend this employment relationship other than by formal action by the Board of Education.

7. The Board shall provide coverage for the Superintendent under its errors and omissions insurance policy. Coverage is subject to the terms and conditions of the policy. 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 the Superintendent. In the event, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to the Superintendent as is authorized under MCLA 691.1408.

8. The Superintendent represents that he possesses the requisite certification/qualifications to hold the position assigned and that this agreement is terminable if it is determined by the Department of Education or other proper authority, that the Superintendent does not possess the requisite certification/qualifications to perform the responsibilities associated with this position. It is the intent of this provision to enable the school district to comply with applicable state laws pertaining to the certification/qualifications of administration and to avoid any jeopardy to the operation or funding of the school district or the subjecting of the Board of Education, its members or the school district to any fines, penalties or sanctions of any nature. The presence of this stipulation shall in no way be construed or regarded as a limitation upon the at-will employment relationship specified in this agreement.

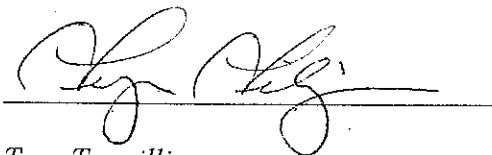
IN WITNESS WHEREOF, the parties have affixed their signatures this 30<sup>th</sup> day of June, 2011.



*Thomas J. Stobie*  
Superintendent



*Rick Schmitt*  
Board President



*Troy Terwilliger*  
Board Vice President