

**Inland Lakes Schools  
Indian River, Michigan**

CONTRACT OF EMPLOYMENT FOR SUPERINTENDENT  
BETWEEN FREDERICK M. OSBORN  
AND  
THE INLAND LAKES SCHOOL BOARD OF EDUCATION

THIS CONTRACT is entered into on the 25th day of May, between the Board of Education of the Inland Lakes School District, referred to as the "Board of Education"; and Frederick M. Osborn, as Superintendent, referred to as "Superintendent", in this contract.

The Board of Education at a meeting held on the 23<sup>rd</sup> of May, 2011, approved the employment of the Superintendent in accordance with the terms and conditions of this contract, and the Superintendent desires to be employed by the Board of Education in accordance with the terms and conditions of this contract, the parties in consideration of the mutual promises contained in this contract, agree to the following:

1. **TERM:** This contract shall take effect on July 11, 2011 and continue in force through June 30, 2013, subject to extension and termination as provided in paragraphs 4 and 8. Subsequent years will be July 1 through June 30<sup>th</sup>.
2. **DUTIES:** The Superintendent represents that he meets all Michigan requirements and the qualifications established by the Board of Education for this administrative position. The Superintendent agrees, during the period of this contract, to faithfully perform his duties and obligations in such capacity for the school district including, but not limited to, those duties required by the School Code. He will act as an advisor to the Board on matters pertaining to the school administration or the School District, and he will inform the Board of significant administrative action taken on its behalf. The Superintendent shall recommend, effect, or cause to be effected, the policies and programs of the Board of Education as may be needed. He will faithfully and diligently fulfill all the duties and obligations incumbent upon him as the executive head of the School District.
3. **EVALUATION:** Annually, no later than the last day of March of each year during the term of this contract; the Board of Education shall review with the Superintendent his performance as Superintendent. The Superintendent shall remind the Board of Education of this responsibility in a timely manner.
4. **EXTENSION:** This contract may be extended either by option of the Board of Education or by operation of law, as follows:
  - A. **Board Option:** The Board of Education, no later than the 31<sup>st</sup> day of April of each year during the term of this contract, may extend the contract for an additional one-year period. In exercising this option, the Board of Education also shall establish the annual salary to be paid to the

Superintendent for the school year included in the extension. All other terms and conditions of this contract shall remain unchanged.

B. Operation of Law: Unless the Board of Education gives written notice of non-renewal of this contract to the Superintendent at least 90 days before the contract's termination date, this contract will, without further action, be automatically renewed for an additional one-year period as provided by Public Act 183 of 1979. The Superintendent annually shall advise the Board of Education of this obligation during the month of March.

5. TENURE EXCLUSION: This contract does not confer tenure upon the Superintendent in the position of Superintendent or any other administrative position in the District.
6. COMPENSATION: The Board of Education shall pay to the Superintendent an annual salary of \$ 95,000 for the school year 2011-2012. The salary shall be paid in 26 equal installments. The Board of Education retains the right to adjust the salary during the continuation of this contract, but an adjustment shall not reduce the annual salary below the figures specified in this paragraph.
7. INSURANCE BENEFITS: During the term of this contract, the Superintendent shall receive the insurance benefits provided by the school district to full-time, professional administrative staff on the same basis as available to those staff members in accord with the Board of Education policy and subject to the following limitations: such insurance benefits are subject to change at any time on the same basis as changed for full-time, professional administrative staff.

Health Related: The District shall provide the Superintendent with hospital-medical and surgical insurance, the equivalent of:

MESSA Choices II with #10/\$20 drug card with reimbursement of \$5/\$10 (generic/brand) up to a yearly total of \$200. \$100/\$200 deductible fully reimbursed by the Board including additional term life insurance (\$20,000), life (1-1/2 times annual salary), AD & D, vision, dental, MSLP (managed sick leave program) 90-day LTD.

- A. Annuity: The Superintendent shall be paid an annuity each year equal to 5% of his annual salary. Said annuity shall be tax-deferred and deposited by the District into the annuity of the Superintendent's choice.
- B. Vacation: The Superintendent shall be entitled to twenty (20) vacation days annually to be scheduled in advance. Notification shall be given to the Board President prior to the use of said vacation days. Vacation days to be used during the time school is in session must have prior approval by the Board President. Total unused vacation days beyond 15, as computed on June 30<sup>th</sup>, will be reimbursed as a T.S.A. or at the Superintendent's discretion as a contribution to his Tax Deferred payment account.
- C. These days shall be in addition to the holidays and breaks recognized by the District in the teacher's Master Agreement.

- D. Travel: The Superintendent shall be provided with travel allowance paid in accordance with the present established school policy.
- E. Organizational Dues: The District shall pay the Association dues of the Superintendent for the American Association of School Administrators, The Michigan Association of School Administrators, and the M.A.S.A. region in which the School District is located, as well as other appropriate affiliations as approved.
- F. Sick Leave: The Superintendent shall be provided with one (1) sick day per month to accumulate to not more than ninety (90) days. Sick leave is covered under the District's managed sick leave program. The Superintendent, upon retirement from Inland Lakes Schools, shall receive the following for unused sick days (maximum 30 days):
1. 5-9 years of service with Inland Lakes Schools – 20.0% of daily rate (salary divided by contracted work days); minimum of \$20/day or
  2. 10-14 years of service with Inland Lakes Schools – 22.5% of daily rate (salary divided by contracted work days); minimum of \$22.50/day or
  3. 15 plus years of service with Inland Lakes Schools – 25% of daily rate (salary divided by contracted work days); minimum of \$25/day.
- G. Personal Leave: The Superintendent shall be entitled to three (3) personal leave days annually, non-accumulative, to be used for personal business that the Superintendent cannot conduct on other than school days.
- H. Jury Duty: If the Superintendent is required to be on jury duty, the District shall compensate the Superintendent the difference between the compensation received while on jury duty and his regular salary.
- I. Funeral Days: The Superintendent shall be granted up to five (5) working days off for the death of a member of the Superintendent's immediate family (mother, father, sister, brother, husband, wife, son, daughter, similar in-laws, similar step-family, grandchildren, grandparents, or any other person who is a permanent resident of the administrator's household. Such days shall be with full pay and without deduction from any leave credit. The Superintendent shall also be granted, upon request, one (1) day to attend a funeral of other persons. This day shall be with pay and shall be deducted from sick leave credit. If no sick leave is available, the absence shall be without pay.
- J. Emergency Days: The Superintendent shall be granted up to three (3) days of emergency leave, which shall be deducted from the accumulated sick leave at the sole discretion of the Superintendent for unseen circumstances.
- K. Education Benefits: The District shall provide full reimbursement to the Superintendent for professional development expenses. Also covered are tuition and related expenses upon successful completion of any course related to administrative responsibilities where prior approval has been received by the Board President before enrolling in said course.

- L. Holidays: The District shall provide the Superintendent the following holidays off with pay: New Year's Eve Day, New Year's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day, the Friday following Thanksgiving, and Christmas Eve Day, Christmas Day.
  - M. Annual Physical: The District shall provide the Superintendent an annual physical at school expense (unless covered by the insurance package) to be performed by a physician of the Superintendent's choice.
  - N. Relocation Expenses: The Board will pay expenses reasonably incurred for the relocation of the Superintendent from his present home to his new residence. This expense shall be determined by the average of three quotes from established moving companies. If the superintendent chooses to move himself he will be reimbursed at the rate of 70% of the average of the three quotes.
8. **TERMINATION:** If, at any time, the Superintendent fails to maintain the credentials and qualifications for the position of Superintendent as required by this contract, the contract shall automatically terminate. The Superintendent shall be subject to discharge for good and just cause, but the Board shall not arbitrarily and capriciously dismiss him. No discharge shall be effective until written charges have been served upon him and he have 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 may have legal counsel at his own expense.
9. **SEVERABILITY:** If any provision of this contract is ruled illegal or unenforceable by a court of competent jurisdiction, the remainder of the contract not affected by the ruling shall remain valid and in effect.
10. **DISPUTE RESOLUTION:** In the event of a dispute between the parties relating to any provision of this Agreement, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this Agreement, the parties hereby agree to submit such to binding arbitration. Such arbitration shall be conducted under the labor arbitration rules of, and administered by, the American Arbitration Association. The arbitrator's fee 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. This contract is specifically made subject to and incorporates the provisions of Michigan law governing arbitrations, MCL 600.5001; MSA 27A. 5001, as amended, and the applicable court rules, MCR 3.602, as amended. This contract is enforceable as to all parties to arbitrate as acknowledged by their signatures below. The terms of this provision shall survive the employment terms.
11. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accord with the law of the State of Michigan, County of Cheboygan. We, the

parties to this Superintendent's Employment Contract, sign our names and execute this contract as the day and year written in the opening paragraph.

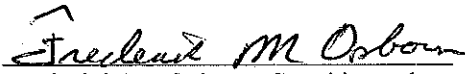
12. PROFESSIONAL LIABILITY: The District agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in his individual capacity, or in his official capacity as agent and employee of the District, provided the incident arose while Superintendent was acting within the scope of his employment.

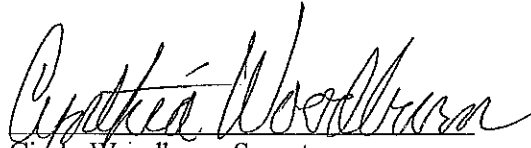
The Board shall provide liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgments resulting from his functioning as Superintendent and will reimburse him for any portion of such expense and judgments not covered by insurance. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

FOR THE BOARD OF EDUCATION:

BY THE ADMINISTRATOR:

  
Zachariah Skiera, President

  
Frederick M. Osborn, Superintendent

  
Cindy Woodburn, Secretary