

Gladwin Community Schools

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Gladwin, Michigan 48624



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August 22, 2016

Ben DeGrow
Director of Education Policy
Mackinac Center
dgrow@mackinac.org

Re: Freedom of Information Act Request Dated August 19, 2016

Dear Mr. DeGrow:

The Gladwin Community School District is in receipt of your letter dated August 19, 2016, regarding a request for the superintendent contract under the Michigan Freedom of Information Act ("FOIA").

As per your request the following information has been included in the attached file:

- Superintendent Contract

A copy of the School District's FOIA Procedures and Guidelines is available on the School District's website at gladwinschools.net.

Very truly yours,

A handwritten signature in blue ink that reads "Julie A. Shearer".

Julie A. Shearer
FOIA Coordinator
Gladwin Community Schools

CONTRACT OF EMPLOYMENT

School Superintendent

It is hereby agreed by and between the Board of Education of the Gladwin Community Schools (hereinafter "Board") and Richard W. Seebeck (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 April 14, 2014, has and does hereby employ said Richard Seebeck for a period commencing on July 1, 2015 and ending on June 30, 2020, according to the terms and conditions as described and set forth herein as follows:

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 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 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 shall be paid at an annual (i.e. twelve month) salary of not less than One Hundred five Thousand Nine Hundred Fourteen Dollars and Three Cents (\$105,914.03) in consideration of his performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board. Also to be paid at an annual salary of not less than Fourteen Thousand Dollars and Zero Cents (\$14,000) in consideration of his performance of the duties and responsibilities of the position of Jr. High Principal, for the period of July 1, 2015 - June 30, 2016.

The annual salary shall be paid in twenty-six (26) bi-weekly installments.

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 \$2,200 determined by an allowance of \$1,100 for each four (4) years of administrative service to the Gladwin Community School District. The longevity amount is to be paid in twenty-six (26) equal installments along with the regular pay.

Should termination or separation occur during the contract period, any salary owed to the Superintendent will be determined on a per diem basis (1/260) of the remaining salary, unless a subsequent agreement is reached between the Board and the Superintendent.

The Board hereby retains the right to increase the annual salary of the Superintendent during the term of his Contract. Any increase 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.

4. The Board shall contribute an amount of \$6,000.00 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.

5. The Board shall provide the Superintendent and his/her eligible dependents the following insurances: Priority Health POS or POS(HSA) with \$1,500/\$3,000 deductible 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.

Should the Superintendent waive this coverage, in writing, he shall receive \$500 per month in accordance with Section 125 Plan adopted by the Board.

6. The Superintendent is employed on the basis of fifty-two (52) weeks of work per contract year (July 1st through June 30th) 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 President.

7. If the Superintendent is absent from duty on account of personal illness or disability, after July 1, 2008, 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 240 days for absence due to personal illness or disability of the Superintendent. Upon termination of the Superintendent's employment with the district, the Superintendent shall be paid for his unused accumulated sick leave at 50% of his per diem rate.

8. The Superintendent shall be entitled to four (4) days per contract year to conduct personal business.

9. 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.

10. 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 | |

11. 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.

12. Upon the submission of paid receipts, the Board shall reimburse the Superintendent, up to a maximum of \$7,938 per contract year, for the verified cost of tuition and textbooks incurred in connection with the successful (receiving a grade of B or above) completion of appropriate administrative university credit courses, pre-approved by the Personnel Committee of the Board.

12.5 \$1,500 will be paid for each year of administrative service upon retirement from the Gladwin Community School district.

13. 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.

14. The Board shall evaluate the Superintendent annually on or before December 1st. 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 30th. 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.

15. 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 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.

16. The Board shall be entitled to terminate the Superintendent's employment for good and just cause as determined by the Board, including but not limited to, a conviction of a felony or crime involving moral turpitude, inefficiency, incompetence, insubordination, breach of contract, or other cause 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.

17. In the event of a dispute between the parties relating to any provision of this Agreement, or obligation as defined pursuant to their 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 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. Any such claims shall be pursued within 180 calendar days of occurrence.

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.

18. 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.

19. The Superintendent may be required to submit to a bi-annual physical or psychological examination by a licensed physician, psychologist, or psychiatrist at the Board's expense. Results of said physical or psychological examination must be furnished to the Board President.

20. In the event of the Superintendent's mental and/or physical incapacity to perform the duties of his office, he shall be granted an initial leave of ninety (90) workdays for purpose of recovery. The Superintendent shall first exhaust any accumulated and accrued sick leave and vacation time, with the balance of the ninety (90) workday period to be unpaid. Health plan premium payments shall be made on behalf of the Superintendent during this interval to the extent required by law. Upon utilizing leave under this provision, Superintendent shall furnish medical certification to the Board (or its designee) respecting the necessity for the leave.

The Board (or designee), at its discretion, may require a second opinion from a physician of its choice, at Board expense.

The Superintendent may request a ninety (90) workday unpaid leave extension in the event of his physical and/or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is reasonable likelihood that the Superintendent will be able to resume his duties at the end of the extended leave interval. The Superintendent as a condition to any leave extension shall supply medical certification. Any extensions of leave for this purpose shall be at the discretion of the Board.

If the Superintendent is unable to, or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), his employment and this Contract may be terminated at the option of the Board. However, no such termination shall occur where the Family and Medical Leave Act requires restoration after leave.

Prior to resumption of duty after an unpaid leave of absence for a serious health condition, 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.

21. 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 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.

22. Except as specifically provided in paragraph 23A. 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 23A. 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.

23. 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.

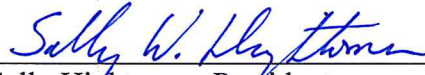
24. This Agreement is executed on behalf of the Gladwin Community Schools pursuant to the authority granted in accordance with the Board's action found in the minutes of its meeting held on April 14, 2014.

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

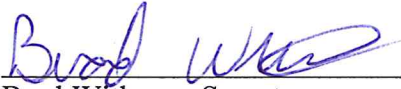
Date February 5, 2016


Richard W. Seebeck
Superintendent

Date 2-8-16


Sally Hightower, President
Board of Education

Date 2-8-16


Brad Withrow, Secretary
Board of Education