

# Constantine Public Schools

## Contract of Employment

### Charles Frisbie

Superintendent of Schools

It is hereby agreed by and between the Board of Education of the Constantine Public School District (hereinafter "Board") and Charles Frisbie (hereinafter "Superintendent") that pursuant to Section 1229 of the Revised School Code, the Board in accordance with its action found in the minutes of its meeting held on the 12<sup>th</sup> day of June, has and does hereby employ the said Charles Frisbie as its Superintendent of Schools for a three (3) year period commencing on July 1, 2012 and ending on June 30, 2015, according to the terms and conditions as described and set forth herein as follows:

1. **Legal Precedent:** Superintendent shall perform the duties of the Superintendent of Schools as prescribed by the Revised School Code of the State of Michigan and by the rules and regulations of the State Board of Education and as may be established, modified and/or amended from time to time by the Board.
2. **Qualifications:** Superintendent represents that he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Department of Education, and those required by the Board to serve in the position of Superintendent of Schools. If at any time Superintendent fails to maintain all certificates, credentials and qualifications for the position of Superintendent of Schools as required herein, or fails to satisfy the continuing education requirements in the Revised School Code, this contract shall automatically terminate and the Board shall have no further obligations hereunder.
3. **Duties:** Superintendent agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position of Superintendent of Schools as required and assigned. Superintendent agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, Superintendent agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board to carry out the educational programs and policies of the School District for which he is responsible during the entire term of this Agreement.
4. **Term:** 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 31st day of March 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 next school year. All other terms and conditions of this contract shall remain unchanged.

The Board of Education in its sole discretion may decline to extend this contract for an additional year.

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 Section 1229 of the Revised School Code. The Superintendent annually shall advise the Board of Education of this obligation during the month of February.

5. **Compensation:** For the period commencing July 1, 2012 and ending June 30, 2015 the Superintendent shall be paid an annual salary of One Hundred Six Thousand Six Hundred and Five Dollars (\$106,605.00) in consideration of his performance of the duties and responsibilities of the position of Superintendent of Schools in conformance with the requirements and expectations of the Board as set forth herein. The annual salary shall be paid in twenty-six (26) equal bi-weekly installments during the applicable twelve (12) month period July 1 through June 30. Compensation for each successive twelve (12) month period of this Contract shall be determined by mutual agreement between the Board and the Superintendent on or before July 1 of such period; provided, however, that in the event of their inability to agree, the Superintendent's annual rate of compensation shall not be reduced below One Hundred Six Thousand Six Hundred and Five Dollars (\$106,605.00). Any adjustment in salary made during the term of this contract shall be in the form of a written amendment and, when executed by Superintendent and the Board, shall become a part of this contract.

6. **Benefits:**

a. Vacation. Superintendent is employed on the basis of fifty-two (52) weeks of work per year (July 1 through June 30) as scheduled by the Board. Superintendent shall be granted vacation time of twenty (20) days per fiscal year, exclusive of legal holidays. Superintendent shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District. Vacation days shall not carry over into the next fiscal year without prior Board approval. Unused days will not be paid out to the Superintendent, but lost.

b. Hospital, Medical, Dental, Life Insurance, and Long-Term Disability.

The Board shall provide the Superintendent with, at a minimum, the same hospital, medical, dental, long-term disability and sick leave benefits as provided to other administrators employed by the Board. The Superintendent shall make equal bi-weekly installments towards the health insurance premium as specified by State of Michigan law.

Life Insurance shall be a term policy of \$200,000. Beneficiary will be the choice of the Superintendent.

The Board reserves the right to change the identity of the insurance carrier, policyholder, or third party administrator for any of the above coverage's, provided that comparable coverage, as determined by the Board, is maintained during the term of this Agreement. The Board shall not be required to remit premiums for any insurance coverages for Superintendent and his eligible dependents if enrollment or coverage is denied by the insurance underwriter policyholder, or third party administrator. The terms of the contract or policy issued by any insurance company or third party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. Superintendent is responsible for assuring completion of all forms and documents needed to

receive the above described insurance coverage. The School District, by payment of the premium payments required to provide the above-described insurance coverage, shall be relieved from all liability with respect to insurance benefits.

- c. Sick Leave. The Superintendent shall be afforded the same "sick leave" granted to other administrators under the policies established by the Board (currently 12 days per year accumulated to 60 days).
- d. Bereavement Leave. The Board shall grant five (5) days of leave (non-cumulative) for the death of a family member. Family to include spouse, child, mother, father, sibling, grandparent, mother and father-in-law, and "in-law" siblings and grandparents.
- e. Automobile. The Board shall provide the Superintendent with a monthly automobile reimbursement of three hundred thirty-five dollars, (\$335.00).
- f. Annuity. The district will contribute Three Thousand Six Hundred Dollars (\$3600.00) annually toward an annuity of the Superintendent's choice.
- g. Professional Development. Superintendent may attend meetings at the local, state, and with prior Board approval, national levels. Superintendent shall be eligible to be reimbursed for travel, meals, and lodging in accordance with per diem expense and reimbursement procedures established by the Board. Superintendent shall be required to present an itemized account of his reasonable and necessary expenses in accordance with direction of the Board or its designee. Superintendent shall demonstrate his efforts toward professional development for himself.

The District shall reimburse the Superintendent up to one thousand dollars (\$1,000.00) annually for all reasonable expenses incurred for successfully completed academic university and professional development courses, as approved in advance by the Board, including, but not limited to: tuition, textbooks, fees and mileage.

- h. Organization. The District shall pay the association dues of the Superintendent for the American Association of School Administrators, and the Michigan Association of School Administrators and the Regional Association of School Administrators in which the School District is located. The Board shall pay the dues of any other professional organization deemed appropriate by the Superintendent and approved by the Board.
- i. Reasonable Expenses. The Superintendent is expected to represent the School District at many functions, both within and outside the School District. The District shall pay or reimburse the Superintendent for Board authorized expenses in accordance with applicable budget and fiscal procedures. The payment of expenses shall not be considered additional compensation, and shall be limited to no more than \$500.00 annually.
- j. Service Organizations. The District shall pay the membership of one (1) local service club per year.
- k. Mobile telephone. The District shall reimburse the Superintendent the cost of a mobile telephone contract, up to \$800.00 per fiscal year.

7. **Medical Examination:** The Board requires that the Superintendent have a comprehensive medical examination biannually paid for by the district. The district will pay only costs associated with the exam not covered by health insurance. The Superintendent shall pay any other expenses. A physician of the Superintendent's choice, who shall be approved by the Board, shall perform the exam. A statement certifying to the physical and mental competency of the Superintendent shall be submitted to the President of the Board and shall be treated as confidential information.
8. **Tenure Rights:** Superintendent agrees that he shall not be deemed to be granted continuing tenure in such capacity, but shall be deemed to have acquired continuing tenure as an active classroom teacher in accordance with the provisions of the Michigan Teacher Tenure Act in the event the Superintendent fulfills the requirements pertaining to completion of the probationary period and acquisition of tenure as a teacher.
9. **Professional Liability:** The Constantine Public School District agrees that it shall defend, hold harmless and indemnify 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 and excluding criminal litigation. The Board shall provide public 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.
10. **Residency:** Superintendent shall establish and maintain his family residence within 20 miles of the boundaries of the Constantine Public School District.
11. **Moving Expenses:** The Board will pay reasonable and customary moving expenses incurred by the Superintendent to relocate his residency within the Constantine Public School District. The Superintendent will reimburse the Board for moving expenses paid by the Board in the event the Superintendent relocates his residency outside of the Constantine Public school District during the term of the contract or any extension of the contract.
12. **Outside Activities:** The Superintendent may undertake non-district related activities (e.g., consultative work, speaking engagements, teaching, writings, lecturing) provided prior approval is received from the Board. If the Superintendent receives compensation for such activities, he will be required to use vacation time to cover the time missed from work. In the event the Board, in its sole discretion, determines that any such activity interferes with the Superintendent's satisfactory performance, or the time necessary for the Superintendent's satisfactory performance of duties, the Board may require that the Superintendent cease some or all of such outside activities. In no case will the Board be responsible for any expense attendant to the performance of outside activities.
13. **Evaluation:** The Board shall evaluate Superintendent's performance annually, not later than March 1.

The evaluation instrument and process shall be mutually agreed upon. The evaluation shall be in written form. The Board shall determine the evaluation instrument and process if mutual agreement cannot be reached.

Before the beginning of each year of this Agreement, Board and Superintendent shall meet to discuss performance standards for said year.

14. **Termination:** This contract may be terminated for the following reasons:

- a. Expiration: This contract shall terminate upon its natural expiration date provided the Board has given ninety (90) days notice in accordance with the Michigan Revised School Code.
- b. Just Cause: The Superintendent shall be subject to discharge for good and just cause, but the Board shall not arbitrarily and capriciously dismiss him. This provision pertaining to discharge for good and just cause shall not apply to the non-renewal of this contract upon its expiration, it being understood that this contract may be non-renewed at its expiration at the discretion of the Board.
- c. Disability of the Superintendent. If the Superintendent is unable to perform his duties due to physical or mental disability, the Board may terminate this contract after the Superintendent has exhausted accumulated sick leave and any other Board paid leave that may be available, and has been absent from his employment for an additional period of ninety (90) days, or has been on workers disability compensation leave for a period of twelve (12) months.

15. **Dispute Resolution:** In the event of a dispute between the parties relating to discharge of Superintendent during the term of this Contract, the parties hereby also 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, MCLA 600.5001 *et seq* and MCR 3.602.

The parties intended that this process of disputed resolution shall be inclusive of all contract and statutory claims advanced by Superintendent arising from Superintendent's discharge during the term of 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 Superintendent from filing a claim or charge with any state or federal agency (such as the Equal Employment Opportunity Commission of the Michigan Department of Civil Rights), and does not apply to any claims for unemployment compensation or workers' compensation which may be brought by Superintendent. Instead, this agreement to arbitrate claims applies to those matters, which would otherwise be subject to state or federal court proceedings.

This agreement to arbitrate means that the Superintendent is waiving his right to adjudicate all claims relating to discharge of Superintendent during the term of this Contract in judicial forum, including discrimination claims, and is instead opting to arbitrate those claims. In any such arbitration proceedings, Superintendent 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, Superintendent, through this agreement to arbitrate such claims, does not waive any statutory right or remedies in the context of such arbitration proceedings.

The arbitrator's fee and the cost imposed by the American Arbitration Association shall be shared equally by the Board and Superintendent, subject to the right of Superintendent to seek to tax such fees as costs against the Board.

Any claim for arbitration under this provision must be filed with American Arbitration Association, in writing, and served on the Board within one hundred eighty (180) days of the effective date of Superintendent's discharge during the term of this Contract. The Decision and Award of the arbitrator shall be final and binding and judgment thereof may be entered in the Circuit Court for the 45<sup>th</sup> Judicial Circuit of Michigan (St. Joseph County).

16. This Contract of Employment contains the entire agreement and understanding by and between the Board and the Superintendent with respect to the employment of Superintendent and no representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect. All prior agreements pertaining to, connected with, or arising in any manner out of the employment of the Superintendent by the Board, are hereby terminated and shall hereafter be of no force or effect whatsoever. No change or modification of this Contract of Employment shall be valid or binding unless it is in writing and signed by the Superintendent and the Board. No waiver of any provisions of this Contract shall be valid 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.
17. If any provision of this Agreement becomes or is declared by a Court of competent jurisdiction to be illegal, unenforceable or void, this Agreement 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 the Agreement to any party.
18. This agreement is executed on behalf of the School District pursuant to the authority granted as contained in this contract adopted by the Board on \_\_\_\_\_, the same being incorporated herein by reference.

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

Date: \_\_\_\_\_, Superintendent

\_\_\_\_\_  
John Shuler, President

Revised  
07/14/10