

Contract With and For the
Les Cheneaux Community Schools Board of Education
and
Amy Scott

This contract is entered into on the 1st day of July 2012 between the Board of Education of the Les Cheneaux Community School District, referred to as the Board of Education and Amy Scott as Superintendent/Chief Academic Officer/K-12 Principal hereinafter referred to as Superintendent in this contract.

Because the Board of Education, at a meeting held August 17, 2009, 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. Contract Period

The Board agrees to employ Amy Scott as Superintendent of its schools for the term of (3) three years, from July 1, 2012 through June 30, 2015, when this contract shall terminate. The Board shall review this contract annually and shall, before March 31st of each ensuing year, take official action determining whether or not to extend the contract for each subsequent year and so notify the Superintendent in writing. If the Board does not take action the contract shall not be extended.

2. Evaluation

Annually, no later than the last day of February of each year during the term of this contract, the Board of Education shall review with the Superintendent her performance as Superintendent. The Superintendent shall remind the Board of Education of this responsibility in a timely manner. During the three years of this contract on a regular basis as determined between the board and Superintendent (such as October, December, March and June regular Board meetings) or as requested by either, the Superintendent and Board shall discuss the work load and its effects upon the Superintendent, owing to the unique nature of this Superintendent's employment position, duties and responsibilities. If any changes in the duties, responsibilities or work load be requested that shall subsequently allow for reopening this contract including salary modification.

3. Duties of the Superintendent

The Superintendent agrees, to faithfully perform her duties and obligations for a period of fifty-two (52) weeks per year, in such capacity for the school district including, but not limited to, those duties required by the School Code. She will act as an advisor to the Board on matters pertaining to the school administration or the School District, and she 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 adopted. She will faithfully and diligently fulfill all the duties and obligations incumbent upon her as the executive head of the School District.

4. Legal Counsel

The Superintendent shall be empowered to seek legal counsel and advice from the school board attorney(s) on concerns related to the school district.

5. Liability Insurance

The Board agrees to provide and maintain liability and errors-in-omission insurance coverage for the Superintendent.

6. Medical Examination

The Superintendent shall submit to a comprehensive medical examination prior to the commencement of the contract term and each contract year thereafter. Pursuant to a medical examination, a statement certifying to the physical competency of the Superintendent shall be filed with the President of the Board of Education and treated as confidential information by the Board. The District shall be responsible for payment of any medical examination.

7. Compensation

The Board of Education shall pay to the Superintendent an annual salary of \$97,500.00, in equal installments, for each of the three years 2012-2015. The Board of Education retains the right to adjust the salary during the continuation of the contract.

8. Benefits

During the term of this contract, the Superintendent shall receive the same health benefits provided by the school district to full-time, professional certified teacher staff members.

The Superintendent is employed for a period of 52 weeks of work per year, July 1 – June 30 as scheduled by the Board. The Superintendent shall be granted vacation time of 20 days per fiscal year which shall not accumulate for use in any subsequent fiscal year without expressed written consent of the Board. The 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. The Board should be informed of consecutive vacation days of 5 or more.

Twelve (12) sick days per year, the unused portion of which shall accumulate from year to year to a maximum of 200 days in accordance with the master teacher contract.

A maximum of three (3) days shall be allowed for personal business.

Life insurance equal to twice the annual salary.

Payment of Deferred Compensation of \$5,000.00 per year under district 401 (a) plan. This will not count towards MPSERS.

The Board of Education retains the right to adjust the benefits each year during the terms of the contract.

9. Termination

The Superintendent may be discharged and this contract terminated at any time for cause, including, but not limited to, commission of crime, malfeasance of office, incompetence, incapacity, failure to uphold any Board of Education bylaw, policy, or regulation, or by retirement, or mutual agreement of the Board of Education and the Superintendent. The Board shall give written notice to the Superintendent a minimum of forty-five (45) calendar days prior to termination of the contract.

Termination benefits are:

- * \$100.00 for every year of service to the district.
- * Compensation for unused sick leave paid at a rate of ½ (one half) of a sub teacher's daily pay rate with the number of days capped per the master teacher agreement.
- * Compensation for unused vacation days at the current per diem rate, not to exceed twenty (20) days.

The Superintendent may terminate this contract without cause by giving a written notice to the Board a minimum of 60-days prior to termination.

10. Travel and Other Expenses

The Superintendent shall have the responsible use of a school vehicle, or shall be reimbursed for travel expenses in connection with school related business. The amount of reimbursement per mile shall be that amount set by the Board of Education, and other expenses reimbursed shall be those approved by the Board of Education.

11. Tenure Exclusion

This contract does not confer tenure upon the Superintendent or any other administrative position in the district.

12. 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.

13. Governing Law

This contract is governed by and shall be interpreted in accord with the law of the State of Michigan.

IN THE WITNESS THEREOF, the parties have caused this agreement to be executed on the day and year noted.

Date

Superintendent

Les Cheneaux Board of Education

Date

President

Date

Secretary