

**Contract With and For the
Les Cheneaux Community Schools Board of Education
and
Robert Lohff**

This contract is entered into on the 1st day of July 2020 between the Board of Education of the Les Cheneaux Community School District, referred to as the Board of Education or board and Robert Lohff as Superintendent /6-12 Principal hereinafter referred to as Superintendent in this contract.

Because the Board of Education, at a meeting held March 12, 2020, 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 the Superintendent of its schools for the term of (3) three years, from July 1, 2020 through June 30, 2023, when this contract shall terminate. Should the Superintendent receive a successful evaluation (highly effective or effective), this Agreement will automatically extend for an additional year. Should the Superintendent receive an unsuccessful evaluation (minimally effective or ineffective) the automatic extension provision ends and will not be reinstated for the duration of the contract.

2. Evaluation

Annually, no later than the last day of December 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.

During the three years of this contract, on a regular basis as determined between the Board and Superintendent (such as December, March and June regular Board meetings), or as requested by either, the Superintendent and Board shall discuss the workload and its effects upon the Superintendent, owing to the unique nature of this Superintendent's employment position, duties, and responsibilities. Reopening of this contract, including a salary modification, shall be allowed if any changes in duties, responsibilities, or workload are requested and approved.

3. Duties of the Superintendent

The Superintendent agrees to faithfully perform his 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. 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 adopted. He will faithfully and diligently fulfill all the duties and obligations incumbent upon him as the executive administrator 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 co-pays.

7. Compensation

The Board of Education shall pay to the Superintendent an annual salary of \$91,000 in equal installments, for the 2020-2021 fiscal year, \$92,000 for the 2021-2022 fiscal year and \$93,000 for the 2022-2023 fiscal year. The Board of Education retains the right to adjust the salary during the continuation of the contract.

Deferred Compensation will be provided at the following; 2020-2021 - \$2000, 2021-2022 - \$2000, and 2022-2023 - \$2000.

In order to qualify for merit pay, the Superintendent needs to meet the same established criteria as certified staff. Currently this is a highly effective rating in the annual evaluation by the Board of Education and earn 4 points from the student growth and achievement category. Merit pay will be set at \$150.

8. Benefits

During the term of this contract, the Superintendent shall receive the same health benefits/cash-in-lieu option provided by the school district to full-time, professional certified teacher staff members. The caps and co-pays will be the same as what the professional certified teacher staff members pay.

The Superintendent is employed for a period of 260 days of work per year, July 1 – June 30, as scheduled by the Board. The Superintendent shall be granted vacation time of 25 days per fiscal year, 5 days of which that can be carried over to the following year. No additional carry over for use in any subsequent fiscal year will be allowed 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.

The Superintendent shall be granted twelve (12) sick days per year, the unused portion of which shall accumulate from year to year to a maximum of 200 days. In addition the Superintendent shall be granted a three (3) days per year shall be for personal business.

Life insurance will be provided equal to twice the annual salary.

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

Legal holidays are New Years' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day following, and Christmas Day.

9. Termination

The Superintendent may be discharged and this contract terminated at any time for cause, including, but not limited to, acts of moral turpitude, 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.

The foregoing standards for 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 shall be made by the Board in its sole discretion and with or without cause.

Termination benefits are:

- * \$100.00 for every year of service to the district.

- * Compensation for unused sick leave paid at a rate of 1/2 (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 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; however, that no such severability shall be effective if it materially changes the economic benefit of the Agreement to any part.

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 in the opening paragraph.

Date

Superintendent

Les Cheneaux Board of Education

Date

President

Date

Secretary