

ALPENA-MONTMORENCY-ALCONA
EDUCATIONAL SERVICE DISTRICT
SUPERINTENDENT CONTRACT 2018-2022

This Contract of Employment, entered into this twelfth day of July, 2018 between the Alpena Montmorency Alcona Educational Service District Board of Education, hereinafter called "Board" and Scott Reynolds, hereinafter called "Superintendent."

WITNESSETH:

1. DUTIES

The Superintendent shall serve as chief executive officer and chief administrative officer of the Board. He shall be entitled to:

- a. Present his recommendations to the Board on any subject under consideration by said Board;
- b. Attend each meeting of the Board; attendance in the closed session meetings will be at the discretion of the Board.
- c. Serve as an ex officio member, without voting rights of each committee established by the Board, with approval of said committee.

The responsibility for selection, placement, and transfer of personnel shall be vested in the Superintendent subject to approval by the Board. The Board, individually and collectively, shall refer promptly all criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendation.

The Superintendent agrees to and shall, during the term of this Agreement, devote his time, attention, and energy to the position of the School District. The Superintendent shall use vacation leave to perform outside activities, and he shall retain any honorarium paid. In no case will the School District be responsible for any expense attendant to the performance of outside activities.

In accordance with the provisions of P. A. No 163 of 1986 (MCL 380.1246), said Superintendent shall at all times possess a valid Michigan school administrator's certificate issued by the State Board of Education and shall fulfill all continuing education requirements.

2. EVALUATION

The Board of Education shall evaluate the Superintendent in writing prior to the last day in March. The Board shall review this contract with the Superintendent as part of the evaluation process. The evaluation shall be presented to and discussed with the Superintendent and the Board of Education. Before the commencement of each year of this Agreement, the Board of Education and the Superintendent shall meet to discuss

and determine the performance standards for said year. A summary evaluation shall be given at a regularly scheduled Board meeting.

3. CONTRACT PERIOD

The Board agrees to employ the Superintendent as Superintendent of its District for the term of four (4) years from July 1, 2018 to and including June 30, 2022. The contract shall be for the fiscal years 2018-19, 2019-2020, 2020-2021, and 2021-22. This contract shall be deemed to have been renewed for an additional one (1) year unless the Board shall have given written notice to the contrary to the Superintendent prior to April 1 of each year. By February 1 of each year the Superintendent shall provide notice in writing to the Board of their obligation regarding this provision.

4. TENURE

The Superintendent shall not be deemed to be granted continuing tenure in his position by virtue of this contract of employment.

5. "HOLD HARMLESS" CLAUSE

In the light of the unique nature of the professional duties of the Superintendent, the District shall provide to the Superintendent at no expense to him, legal counsel and representation in any legal action brought against him as Superintendent and either hold him harmless or insure him adequately against all liability that results from his performance in the course and scope of his employment as Superintendent not to include unprofessional conduct.

6. LIABILITY INSURANCE CLAUSE

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 not to include unprofessional conduct.

7. PROFESSIONAL GROWTH

The Superintendent may attend, with Board approval, professional meetings at the local, state, and national levels, the reasonable expenses of said attendance to be paid by the District.

8. PROFESSIONAL DUES

It is expected that the Superintendent will maintain active membership in Michigan Association of School Administrators, Michigan Association of Intermediate School Administrators, and National Association of School Administrators to include attendance at such State and National Association Conferences with prior Board approval. The

District shall pay the Association dues of the Superintendent for these organizations, plus other dues for professional associations as deemed necessary by the Superintendent and approved by the Board.

9. COMPENSATION

- a. The Board agrees to pay the Superintendent for his services during each year of said contract in bi-weekly installments. The base compensation for the first year (2018-2019) of the contract shall be one hundred thirty-three thousand, nine hundred dollars (\$133,900).

Compensation increases for succeeding years of the contract shall be awarded if the superintendent is evaluated as at least "Effective" by the Board of Education.

Any salary compensation increase for subsequent years of this contract shall be commensurate with the Professional Staff's bargaining contract unless otherwise mutually agreed upon by both parties in the form of a written addendum when executed by the Superintendent and Board.

- b. Merit Pay: The Superintendent shall receive an additional \$2,400 awarded annually for an evaluation rating of "Highly Effective" and achievement of one specific performance objective. This performance objective shall be defined jointly by the Superintendent and Board not later than September 30 of each year.
- c. Annuity – The Superintendent shall receive an annuity in the amount equal to 6% of his annual salary.

10. FRINGE BENEFITS

The Superintendent shall be afforded all leaves granted to Administrators under the policies established by the Board of Education of the District, and said policies are specifically incorporated herewith and made a part of this contract.

- a. The Superintendent shall also be afforded no less than the fringe benefits paid and provided to other administrators employed by this District not specifically identified in this contract. Including dental, vision, LTD, tuition reimbursement and full family health insurance with FC Rider.
- b. Life Insurance - A \$100,000 term life insurance policy shall be provided for the Superintendent, while employed by the Board provided it may be purchased at reasonable premium rates.
- c. Fees and Expenses - The Superintendent shall be reimbursed for actual expenses incurred during the month in accordance with the employee

travel policy while carrying out functions of the Superintendent's job. A monthly expense report must be completed, receipted properly, signed by the president and turned in to receive said reimbursement. Service club dues and meals shall be Board paid as long as the Superintendent maintains membership in the club. It is also expected that he will attend MASB and NSEA conventions at the Board of Education's expense when accompanied by Board Members.

- d. Vacation Days – The Superintendent shall be entitled to twenty-five (25) working days of paid vacation, exclusive of legal holidays, during each year of this Agreement. Such vacation period shall be with pay and shall be selected by the Superintendent during periods of time least disruptive to the operations of the District. The Superintendent shall take at least ten (10) days of vacation per year and shall not be entitled to accumulate vacation days or be paid for unused vacation days without Board approval. (Legal holidays are July 4th, Labor Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, Christmas Day, New Year's Eve, New Year's Day, Good Friday, and Memorial Day)

11. TERMINATION PROVISIONS

The Superintendent shall be subject to discharge for good and just cause, but the Board shall not arbitrarily and capriciously dismiss him. This Agreement may be terminated at any time for acts of moral turpitude, misconduct, or if the employee violates any of the terms or covenants of this Agreement. If the Administrator engages in conduct involving moral turpitude, the Board shall have the right to void this contract. No discharge shall be effective until written charges have been served upon him and he shall 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. Nonrenewal of this Agreement by written notice 90 days prior to expiration shall be at the discretion of the Board pursuant to MCL 380.1229.

12. BREACH

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.

13. AMENDMENT

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and may not be amended, renewed, or extended except by an instrument in writing (addendum or otherwise), duly adopted and executed by the parties.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year above written.

ALPENA MONTMORENCY ALCONA ESD BOARD OF EDUCATION

By *Michael W. Hill*
President

By *Deanna Stansfield*
Vice-President

By *Scott Reynolds*
Superintendent

**ALPENA-MONTMORENCY-ALCONA
EDUCATIONAL SERVICE DISTRICT
AMENDMENT TO
SUPERINTENDENT CONTRACT 2018-2022**

This Agreement, entered into this ninth day of May, 2019 between the Alpena-Montmorency-Alcona Educational Service District Board of Education, hereinafter called "Board" and Scott Reynolds, hereinafter called "Superintendent" constitutes an Amendment to the original agreement between the Superintendent and the AMA from the twelfth day of July, 2018.

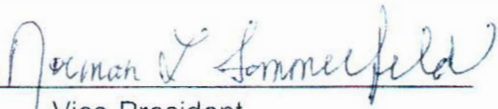
9b Merit Pay: The Superintendent shall receive an additional \$2,400 awarded annually for an evaluation rating of "Highly Effective" and achievement of one specific, time bound performance objective. This performance objective shall be defined jointly by the Superintendent and Board not later than July 1 of each year.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year above written.

ALPENA-MONTMORENCY-ALCONA ESD BOARD OF EDUCATION

By: 

President

By: 

Vice-President

By: 

Superintendent

**ALPENA-MONTMORENCY-ALCONA
EDUCATIONAL SERVICE DISTRICT
AMENDMENT TO
SUPERINTENDENT CONTRACT 2018-2022 (2023)**

This Agreement, entered into this thirteenth day of February, 2020 between the Alpena-Montmorency-Alcona Educational Service District Board of Education, hereinafter called "Board" and Scott Reynolds, hereinafter called "Superintendent" constitutes an Amendment to the original agreement between the Superintendent and the Board from the twelfth day of July 2018 and as amended on the ninth day of May, 2019.

2. Evaluation


For the 2019-2020 contract year only, the timeline for the Board of Education to evaluate the Superintendent shall be extended one month, to be completed in writing prior to the last day in April, 2020.

3. Contract Period

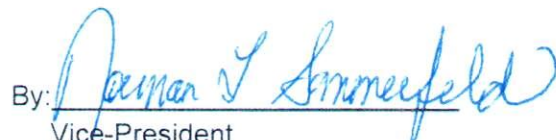
For the 2019-2020 contract year only, the timeline for the Board to give the Superintendent written notice that his contract shall not be renewed for an additional one year shall be extended to the last day of April, 2020.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year above written.

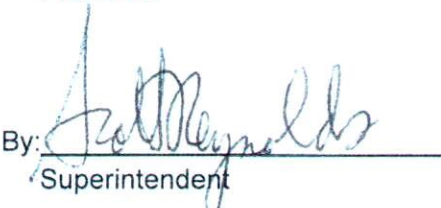
ALPENA-MONTMORENCY-ALCONA ESD BOARD OF EDUCATION

By: 

President

By: 

Vice-President

By: 

Superintendent

AMA ESD Board of Education

Regular Board Meeting

Pied Piper School

444 Wilson St.

Alpena, MI 49707

Thursday, August 8, 2019

6:00 p.m.

Our vision:

Provide innovative and responsive services through leadership, collaboration, and support.

Our mission:

Promote a culture of educational excellence for our local districts through effective communication, advocacy, and high quality programs and services.

Agenda

1. Call to order
2. Roll Call
3. Pledge of Allegiance
4. Introduction of staff and guests
5. *Adoption of Agenda
6. *Approval of Minutes of July 11, 2019 Regular Board Meeting and closed session
7. Communications
 - a. Citizen Recognition
8. Board Report
9. Superintendent's Report
10. Instructional Service Report
11. *Authorize the Business Office to reimburse monthly expenses incurred and vouchered for attendance at Board meetings for any amount below two-hundred dollars per individual board member, per month - Exhibit 1

12. *Approve the adoption of the 2023-2024 common school calendar as presented - Exhibit 2
13. *Approve one specific, time bound performance objective for consideration for Superintendent merit pay as outlined in his contract, effective July 1 and specified in minutes - Exhibit 3
14. *Approve the 2019/2020 to 2021/2022 Administrative Fringe document as presented - Exhibit 4 Attachment
15. *Authorize Administration to pay substitutes according the recommended rates for the 2019-20 school year - Exhibit 5
16. *Approve the second financial closing for June 30, 2019 - Exhibit 6
17. *Approval of Financial Statements for July 31, 2019 - Exhibit 7
18. *Approval of board expenses - Exhibit 8
19. Upcoming meeting and events
 - a. AMA ESD staff opening day - August 20, 2019
 - b. Pied Piper students first day - August 26, 2019
20. *Adjournment

"The Board of Education strives to conduct business in a respectful and orderly way. There is a time for public participation during the meeting as indicated on the agenda. The individuals addressing the board shall direct all comments to the Board and not staff or other participants. Board policy (0167.3) limits each speaker to three (3) minutes duration."

"Upon request to the Superintendent, the District shall make reasonable accommodation for a disabled person to be able to participate in these meetings."

Exhibit 3

August 8, 2019

To: AMA ESD Board of Education

From: Scott Reynolds, Superintendent

RE: Superintendent Objective

The Superintendent's contract outlines the potential for Merit Pay with the achievement of one specific, time bound performance objective. A list of potential objectives was presented to the Board of Education by the Superintendent during the July BOE meeting. However, another objective may be deemed more appropriate by the Board. At this time, the Superintendent would propose the following objective for consideration:

By March 1, 2020, the Superintendent will identify a plan and begin initial implementation of steps to realign the budget out of deficit spending while maintaining compliance with a minimum 15% fund balance as part of the 3 year projection. (The minimum fund balance is established according to Board Policy 6220).

Recommendation:

Approve one specific, time bound performance objective for consideration of Superintendent Merit Pay as outlined in his contract, effective July 1 and specified in the minutes.

AMA ESD Board of Education
Regular Board Meeting
August 8, 2019
6:00 p.m.

Minutes

President Michael Mahler called the meeting to order at 6:01 pm

PRESENT: Naomi Deo, Kevin Brown, Michael Mahler, Richard Matteson, Donna Baranyai

ABSENT: Norm Sommerfeld, Richard Gillies

STAFF: Scott Reynolds, Mandy Canute, Melissa Cook, Ashley Wilmot, Shellie Gohl, Lorell Whiscell

GUESTS, Ben Stevens, WATZ News, Julie Goldberg, The Alpena News

The group recited the pledge of allegiance.

A motion to adopt the agenda was made by Brown, supported by Matteson. Ayes all, the motion carried.

A motion to amend the minutes (amendments are as follows: add Richard Matteson as Secretary and remove Sommerfeld name from the roll call vote to go back into open session) and approve the minutes of the July 11, 2019 Regular Board Meeting and closed session was made by Deo, supported by Brown. Ayes all, the motion carried.

Board reports:

Deo reported that she attended the NMSLA annual board dinner in Traverse City.

In the Superintendent's report, Scott reported that a camera system proposal was approved for purchase and installation in Pied Piper classrooms and common areas as an added safety measure. Scott reported that estimates are actively being sought for work at AMA ESD for the areas that were affected by the mold.

In the Instructional Services report, Ashley reported that she met with Tami Dipzinski and Michael Blewett in July to discuss next steps for authorizing students and further expansion of the LIFE program to expand from offer LIFE 101 to a second level. Ashley reported that in July, MDE & DHHS notified AMA ESD that our 31n ISD plan submitted in May 2019 was approved.

A motion to authorize the Business Office to reimburse monthly expenses incurred and vouchered for attendance at Board Meetings for any amount below two-hundred dollars per individual board member, per month was made by Deo, supported by Matteson. Ayes all, the motion was carried.

A motion to adopt the 2023-2024 common school calendar as presented was made by Matteson, supported by Brown. Ayes all, the motion carried.

A motion to approve one specific, time bound performance objective for consideration of Superintendent merit pay as outlined in his contract, effective July 1 and specified as the following: By March 1, 2020, the Superintendent will identify a plan and begin initial implementation of steps to realign the budget out of deficit spending while maintaining compliance with a minimum 15% fund balance as part of the three year projection was made by Brown, supported by Baranyai. Ayes all, the motion carried.

A motion to approve the 2019/20 to 2021/22 administrative fringe document as presented was made by Deo, supported by Mahler. Ayes all, the motion carried.

A motion to authorize administration to pay substitutes according the recommended rates for the 2019-2020 school year was made by Brown, supported by Deo. Naves Matteson. Ayes Deo, Brown, Mahler, Baranyai, the motion carried.

A motion to approve the second financial closing for June 30, 2019 was made by Deo, supported by Brown. Ayes all, the motion carried.

A motion to approve the financial statement for July 31, 2019 was made by Brown, supported by Baranyai. Ayes all, the motion carried.

A motion to approve the board expenses was made by Brown, supported by Baranyai. Ayes all, the motion carried.

A motion to adjourn was made by Brown. President Mahler declared meeting adjourned at 6:43 pm.

Respectfully Submitted,
Amanda Canute