

ELLSWORTH COMMUNITY SCHOOL
Administrative Contract
(Superintendent/K-12 Principal)

THIS CONTRACT, entered into this 8th day of March, 2010, between the Ellsworth Board of Education, hereinafter call the "Board" and Letitia Aldrich Spearing, hereinafter called "Administrator".

WITNESSETH:

1. DUTIES

The Administrator agrees, during the period of this contract, to faithfully perform her duties and obligations 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 of the School District, and she will inform the Board as to the administrative action taken on its behalf. The Administrator 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 administrative section of the school system and the Ellsworth Community School District.

2. TERM

The Board agrees to employ Lynn Aldrich Spearing as Administrator of its schools for the term of three (3) years from 2010 to and including school year 2012-2013.

The Board shall review this contract with the Administrator annually, and shall, on or before March 31 of each ensuing year, take official action determining whether or not it is extended for an additional year and notify the Administrator of its action in writing. If no action is taken by the Board, the contract shall be deemed to have been renewed/extended for an additional year.

3. EVALUATION

The Board shall evaluate the Administrator, at least annually, using the criteria and evaluation process mutually agreed to by the Board and the Administrator.

4. TENURE

The Administrator shall not be deemed to be granted continuing tenure in such capacity, but shall be deemed to have been granted continuing tenure as an active classroom teacher in accordance with the provisions of the Michigan Teacher Tenure Act.

5. PROFESSIONAL LIABILITY

The District agrees that it shall defend, hold harmless and indemnify the Administrator from any and all demands, claims, suits, actions and legal proceedings brought against the Administrator in her individual capacity, or in her official capacity as agent and employee of the Ellsworth Community School District, provided the incident arose while the Administrator was acting within the scope of her employment and excluding criminal litigation. The Board shall provide public liability insurance for the Administrator to cover legal expenses in defense of claims and payment of judgment resulting from her functioning as Administrator and will reimburse her 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 Administrator against such demands, claims, suits, actions and legal proceedings.

6. PROFESSIONAL GROWTH

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

The Board shall reimburse the Administrator for all reasonable expenses resulting from the performance of her duties as the Administrator.

7. PROFESSIONAL DUES

The Board shall pay the Association dues of the Administrator for the Michigan Association of School Administrators, The Michigan Negotiators Association, and the M.A.S.A. Region II, as well as other appropriate affiliations as approved.

8. MEDICAL EXAMINATION

The Administrator agrees to have a comprehensive medical examination once, at least, every other year. A statement certifying the physical competency of the Administrator shall be submitted to the President of the Board of Education and shall be treated as confidential information. The cost of said physical examination and reports shall be paid by the District.

9. COMPENSATION

The Board agrees to pay the Administrator for her services during each year of said contract in equal installments agreed to by the parties. The base salary compensation for the school year 2010-2011 shall be Ninety Thousand Five Hundred Forty (\$90,540.00) Dollars.

10. FRINGE BENEFITS

The Board shall provide the Administrator with the following benefits:

- Health, dental, vision and long-term disability insurance as provided for other employees.
- Group Term Life Insurance of \$40,000 for the Administrator.
- Eight (8) sick days per year.
- Twenty (20) vacation days per year. These shall be in addition to the holidays and breaks recognized by the District in the teachers' Master Agreement. The Administrator will be compensated for any unused vacation days up to five (5) days.
- Two (2) personal days per year.
- Five (5) days of bereavement leave not to be deducted from sick leave.

11. TRANSPORTATION

The Board shall reimburse the Administrator the current Internal Revenue Service mileage rate for use of her automobile while conducting business in accordance with the position of Administrator in travel outside of the District.

12. FRINGE BENEFITS (ELECTION NOT TO RECEIVE)

For the Administrator not electing health insurance coverage, options are available to select from any combination of vision, dental, life or LTD insurance. The employer shall provide a cash option in lieu of health benefits up to the amount of the Super Care I Single subscriber premium.

13. TERMS AND PROVISIONS

The Administrator shall be subject to discharge for good and just cause, but the Board shall not arbitrarily and capriciously dismiss her. No discharge shall be effective until written charges have been served upon her and she 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 Administrator. At such hearing, she may have legal counsel at her expense.

14. DISPUTE RESOLUTION

In the event of a dispute between the parties relating to any provision of this agreement, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this agreement, the parties hereby agree to submit such to binding arbitration. Such arbitration shall be conducted under the rules of, and administered by, the American Arbitration Association. The arbitrator's fee and the expense of the representation shall be shared equally by the parties. All parties are entitled to have representation of their own designation. However, each party shall be responsible for the costs of such representation.

15. 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.

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

By: _____
Board President

Date: _____

By: _____
Letitia Aldrich Spearing

Date: _____

Board Ratification Date: _____