

VANDERCOOK LAKE PUBLIC SCHOOLS

EMPLOYMENT AGREEMENT
(Superintendent)

THIS AGREEMENT made and entered into this 30th day of June, 2016, by and between the VANDERCOOK LAKE PUBLIC SCHOOLS (herein called the "District"), and SCOTT LEACH (herein called "Superintendent").

WITNESSETH:

The District agrees to employ SCOTT LEACH, as Superintendent of Schools of the District on the terms and conditions set forth in this Agreement.

1. **Term.** The term of employment shall be for the period of July 1, 2016, to and including June 30, 2019 (the "term"). Between July 1 and December 31 of each ensuing year, the Board may take official action determining whether or not the contract is extended for an additional year and will notify the Superintendent of its action in writing. If no action is taken by the Board, this contract shall be deemed to have been extended for an additional year. The Board, in its sole discretion and with or without cause, may decline to extend this contract for an additional year, provided that official Board action not to renew taken prior to December 31, 2017 shall be based upon just cause.

2. **Qualification and Duties.** During the term and any extension or renewal thereof, Superintendent agrees to:

- (a) serve the District as its Superintendent of Schools and perform the duties required by law;
- (b) obey, fulfill and implement the policies of the Board of Education of the District;

(c) carry out or cause to be carried out the educational program and policies of the District as the chief operating officer;

(d) keep the board of Education cognizant of information which may be of importance to its members;

(e) prepare agendas for each regular and special meeting of the Board of Education in cooperation with the Board President;

(f) promote good community relations;

(g) prepare an annual budget, submit it to the Board of Education for approval in a timely manner, and direct expenditures within the limits of the Board approved budget;

(h) represent the District in dealing with other organizations, school staff, the public, and the news media;

(i) develop organizational goals in cooperation with the Board of Education and other interested parties and keep the Board informed of progress toward the goals; and

(j) devote his full working time and best efforts in the performance of such duties for the District and to engage in no other gainful employment unless it is approved in advance by the Board of Education of the District in writing.

3. **Certification and Qualifications.** Superintendent represents that Superintendent has and will maintain all certificates, credentials and qualifications required by law, including regulations of the Department of Education and those required by the Board to serve in the positions of Superintendent of Schools. If at any time Superintendent fails to maintain all certificates, credentials and qualifications for the position of Superintendent of Schools, this

Agreement and Superintendent's employment shall automatically terminate and the Board shall have no further obligations hereunder.

4. **Compensation.** For his services as Superintendent of Schools, the District agrees to pay Superintendent a salary of One Hundred Thousand Nine Hundred Twenty-Six (\$100,926) Dollars for the period from July 1, 2016 through June 30, 2017, payable in bi-weekly installments, each such periodic payment to be as nearly equal as possible. The salary shall be subject to payroll deductions as shall be required by law or requested by the Superintendent to be available and proper. The Board of Education retains the right to adjust the salary during the continuance of this Agreement, but an adjustment shall not reduce the annual salary below \$100,926.

5. **Tax Deferred Annuity.** The district agrees to make a Five Thousand (\$5,000) Dollar annual contribution to a tax deferred annuity (or cash in lieu) selected by the Superintendent. One-twelfth (1/12th) of the annual contribution shall be earned for each full month of employment. If any portion of the contribution is paid in advance before it is earned and Superintendent's employment terminates for any reason, the unearned portion of the annual contribution shall be deducted from Superintendent's pay. The Superintendent may also elect to defer a portion of Superintendent's salary up to the maximum amount excludable from Superintendent's federal gross income under Section 402(g) of the Internal Revenue Code of 1954, as amended, to purchase a tax deferred annuity contract for Superintendent, which contract qualifies for income tax treatment under Section 403(b) of the Internal Revenue Code of 1986, as amended.

6. **Insurance Benefits.**

(1) For his services as Superintendent of Schools, the District shall, at its expense, except as provided below, and upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policy holder, and/or third party administrator, make premium payments on behalf of Superintendent and his eligible dependents for the following insurance programs:

Health: The district shall contribute the maximum allowed insurance cap as negotiated with the Board options added.

Dental: E-07 with 80/80/80 and coordination of benefits

Life: \$40,000 term life and AD&D

Vision: VSP Plan 2

Long-Term Disability: 66-2/3%, 90 day wait, \$4,500 monthly maximum benefit

The District is providing Superintendent with such policy and the benefits therefrom because Superintendent is a key employee of the District. Superintendent retains the right to name beneficiaries of the policy and the right to the cash value of the policy in the form of a loan, surrender value, or withdrawal.

7. Sick Leave, Vacation, Holidays and Other Leaves of Absence. The Superintendent shall be afforded the following sick leave, vacation, paid holidays and other leaves of absence:

(a) Sick Leave. Twelve (12) days of paid sick leave per annul with the right to accumulate no more than two hundred (200) sick leave days. Five (5) sick leave days per year may be used for serious illness in the Superintendent's immediate family (spouse, children and parents of employee and spouse).

(b) **Personal Days.** Two (2) days a year not charged against sick leave allowance for personal business. Such days shall not accumulate.

(c) **Funeral Leave.** Three (3) days per occurrence to attend the funeral of a member of the Superintendent's immediately family (spouse, children, mother, father, brothers, sisters and grandparents of the Superintendent or his spouse) with pay and not charged against paid sick leave. Two (2) additional days per occurrence with pay not charged against sick leave time may be used to attend the funeral of a member of the Superintendent's immediate family outside a radius of 200 miles from the School District and three (3) days a year charged against sick leave may be used to attend the funeral of a person not in the Superintendent's immediate family.

(d) **Jury Duty and Witness Leave.** Leave of absence with pay not charged against sick leave time for jury duty and for court appearance as a witness in any case connected with the Superintendent's employment except in any suit in which the Superintendent and District are adverse parties. Superintendent shall turn over any jury duty or witness fees to the School District.

(e) **Vacation.** Twenty (20) working days of paid vacation, exclusive of paid holidays, during each year of this Agreement. Vacation periods shall be selected by Superintendent during periods of time least disruptive to the operation of the District and shall be subject to approval by the President of the Board of Education. Superintendent shall be entitled to carry over not more than twenty (20) days. Upon the termination of Superintendent's employment for any reason, including retirement, he shall be paid for any unused vacation days at his per diem rate (annual salary divided by 260 days).

(f) **Holidays.** All legal holidays with pay.

8. **Automobile Expense.** The district shall reimburse Superintendent for use of his automobile in conducting District business outside Jackson County at the District's mileage reimbursement rate. The District shall reimburse Superintendent for use of his automobile in conducting District business within Jackson County at the applicable IRS mileage reimbursement rate.

9. **Business Expense.** Actual and necessary expenses incurred by Superintendent in the discharge of official duties or in the performance of functions authorized by the Board of Education, shall be reimbursed upon submission of receipts and reports of expenditures; provided, however, no District funds will be used for alcoholic beverages and no reimbursement shall be made therefore. All such expenses must be approved by the Treasurer of the Board of Education.

10. **Professional Meetings and Affiliations.** The Superintendent may attend professional education meetings at the local, state and national levels. The District shall pay the membership fees and duties for the Superintendent to join the Michigan Association of School Administrators and the Michigan School Business Officials.

11. **Evaluation.** The Board of Education shall evaluate the Superintendent in writing at least annually. As a part of such evaluation, the Board shall consider a one-year extension of the term of this Agreement. On or before its regular June Board meeting of each year of this Agreement, the Board of Education and the Superintendent will meet to discuss the performance standards for the following school year.

12. **Notice.** The Superintendent shall give at least ninety (90) days' notice in writing to the District of the Superintendent's intention to terminate this Agreement. Notice of non-renewal by the District shall be given at least ninety (90) days before the expiration of the

term of this agreement, as required by Section 1229(1) of the Revised School Code, as amended. This Agreement shall be renewed for an additional one-year period if such notice of non-renewal is not given as provided in Section 1229(1).

13. **Tenure.** Continuing tenure of Superintendent in any administrative or supervisory capacity is hereby specifically withheld.

14. **Residence.** The Superintendent agrees to maintain his residence within a twenty (20) mile distance of the District's nearest boundary during the term of this Agreement, including any renewals or extensions.

15. **Termination for Cause.** This Agreement may be terminated at any time for just cause by either the Superintendent or the District. Just cause includes, but is not limited to, the failure of either party to perform the duties or satisfy the obligations herein set forth. Superintendent shall have the right to written charges, notice of hearing, and a fair hearing before the Board of Education. If the Superintendent chooses to be accompanied by legal counsel at the hearing, the cost shall be the Superintendent's responsibility.

16. **Arbitration and Governing Law.**

(a) Any and all disputes under this Agreement shall be submitted to binding arbitration pursuant to labor arbitration rules of the American Arbitration Association. Michigan courts may enter judgment upon and enforce any award entered by the arbitrator within his authority.

(b) Michigan law shall govern this Agreement and the sole and exclusive remedy under this Agreement shall be monetary damages for any alleged breach. No equitable relief of any kind, including reinstatement, may be granted for any violation of

this Agreement, except as necessary to pay a monetary award granted pursuant to binding arbitration.

(c) The scope of the arbitrator's authority is limited exclusively to the issue of whether a breach of contract occurred and, if so, the measure of monetary damages, which shall not be greater than the value of the salary and benefits remaining at the time of alleged breach. The arbitrator has no authority to reinstate in the event of a termination of employment. Anything herein to the contrary, notwithstanding any monetary award for damages for a breach or termination of employment shall not exceed Superintendent's annual salary for one (1) year and the value of benefits for one (1) year.

17. 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 have executed this Agreement the day and year first above written.

5-16-16

5-16-16

5-9-16

VANDERCOOK LAKE PUBLIC SCHOOLS

By:

By:

SCOTT LEACH

DISTRICT

SUPERINTENDENT

The term of employment shall be for the period of July 1, 2016, to and including June 30, 2019 (the "term"). Between July 1 and December 31 of each ensuing year, the Board may take official action determining whether or not the contract is extended for an additional year and will notify the Superintendent of its action in writing. If no action is taken by the Board, this contract shall be deemed to have been extended for an additional year. The Board, in its sole discretion and with or without cause, may decline to extend this contract for an additional year, provided that official Board action not to renew taken prior to December 31, 2017 shall be based upon just cause.