

Shelly Millis
Employment Contract
2012/2013 School Year

This contract J, is to cover a time period beginning the first day of July 2012 between the Board of Education of the Montabella Community Schools, hereinafter referred to as the "Board of Education" and Shelly Millis hereinafter referred to as "Administrator".

Whereas, the Board of Education at a meeting held on March 19, 2012 approved the employment of the Administrator as Superintendent in accordance with the terms and conditions of this contract; and

Whereas, the Administrator desires to be employed by the Board of Education in accordance with the terms and conditions of this contract, it is agreed between the parties, as follows:

- 1) **TERM:** The Board agrees to employ the Administrator in the capacity of Superintendent of Schools for a three year period commencing July1, 2012 and terminating June 30, 2015, this being a thirty-five month contract. The administrator agrees to faithfully perform the duties of the position subject to the rules and regulations of the Board of Education of the district and other regulations, duties, and requirements imposed by applicable statutes of the State of Michigan.
- 2) **CERTIFICATION:** The Administrator represents that she possesses, holds and will maintain all certificates, credentials and qualifications required by law (including the regulations of the Department of Education) and those required by the Board of Education to serve in the position of Superintendent of Schools. If at any time the Administrator fails to maintain all certificates, credentials and qualifications for the position of Superintendent of Schools as required herein, this contract shall automatically terminate and the Board shall have no further obligations under this contract.
- 3) **DUTIES:** The Administrator agrees to perform the duties of Superintendent in a competent and professional manner in compliance with applicable laws, rules and regulations, and the policies and regulations adopted from time to time by the Board of Education, and as directed by the Board of Education.
- 4) **EVALUATIONS:** The Board of Education will evaluate the Administrator annually; formal evaluation shall be completed at least 120 days prior to the fiscal year end using the criteria and an evaluation process as established by the Board.
- 5) **EXTENSION:** This contract may be extended either by option of the Board of Education or by operation of law, as follows:

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- A. Board Option:** The Board of Education, at its sole discretion, may extend the contract for an additional period; the total length of this contract, including extensions, shall never exceed five (5) years. In exercising this option, the Board of Education may establish the annual salary to be paid to the Administrator for the school year included in the extension. In no event, however, shall the annual salary for any extension year be less than the annual salary during the preceding school year. All other terms and conditions of this contract shall remain unchanged.
- B. Operation of Law:** Unless the Board of Education gives written notice of non-renewal of this contract to the Administrator at least 90 days before the contract's termination date, this contract will, without further action, be automatically renewed for an additional one-year period as provided by law (see MCL 380.1229). The Superintendent shall advise the Board of Education, in writing, during the month of January in the final year of this contract of the affect of this paragraph.
- 6) **TENURE EXCLUSION:** The Administrator shall not acquire tenure in the position of Superintendent or any other administrative position in the district. However, the administrator, if certificated, shall be deemed to have continuing tenure as a teacher as provided by Statute Act. No. 4 of the Public Acts of the Extra Session of 1937, as amended, through the Regular Session of 1964 and Board of Education Policy #4118.
- 7) **COMPENSATION:** The Board of Education shall pay to the Administrator an annual salary of \$86,000 (eighty-six thousand dollars) for the 2012-2013 school year. The administrator will also receive a \$4000.00 (four thousand dollar) annuity. The annual salary shall be paid in twenty-six equal bi-weekly installments. The Board of Education retains the right to adjust the salary during the continuation of this contract, but any such adjustments shall not reduce the annual salary. A 250 dollar per month allowance will also be provided in lieu of mileage and transportation expense payments.
- 8) **BENEFITS:** During the term of this contract, the Administrator shall receive the benefits generally provided by the school district to full-time, professional administrative staff on the same basis as available to those staff members in accordance with Board of Education policy (including vacation leave, sick leave, disability leave, health insurance, and retirement benefits) subject to the following limitations; first, this paragraph excludes any compensation or benefit specifically set forth elsewhere in this contract; and second, such benefits are subject to change at any time on the same basis as changed for full-time, professional administrative staff.
- The Administrator is entitled to the following specific benefits:

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- A. Health insurance will be provided in accordance with board policy as well as full dental and vision coverage or a \$250.00 per month annuity in lieu of health benefits. Administrator will contribute 20% of health insurance premium as in accordance with other non-union employees and state law. The school will also pay dues for membership in the AASA and MASA.
- B. Upon successful completion of the following goals, the administrator shall receive a one-time payment for each achieved goal as stipulated below:
 - 1. \$5,000.00 – Initially reaching an enrollment of 1200 (K-12) students as determined by the annual fall count.
- C. Leave privileges, insurance and fringe benefits shall be as follows: 120 sick leave days will be granted upon the start of this contract, in successive years fifteen (15) sick leave days will be granted per fiscal year (pro-rated for partial years), not more than three (3) of which may be used for personal business. At the end of each fiscal year, the unused portion of the fifteen (15) shall become accumulative up to 120 days. The Administrator shall not be entitled to compensation for unused sick leave days. Term life insurance of \$100,000.00 shall be provided. Short-term disability insurance will be provided unless provided by the health care provider.
- D. The administrator is entitled at the start of this contract to thirty-five (35) vacation days, and in successive years to thirty (30) working days vacation per fiscal year earned on a pro-rata basis. Five (5) days of vacation time may carry over to the following fiscal year. The Administrator shall not be entitled to compensation for unused vacation days.
- E. The administrator is entitled to the following holidays off from work with normal per diem compensation: Labor Day (1), Hunter Safety (Deer) Day (1), Thanksgiving (2), Christmas (3), New Year's (3), Good Friday (1), Memorial Day (1), Independence Day (2)
- F. Terminal pay of twenty (20) dollars per day for up to seventy-five (75) days of unused sick leave will be granted when leaving the district.

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- 9) **MEDICAL EXAMINATION:** The Board of Education may require that the Administrator have a comprehensive medical examination as may be deemed necessary. If such examination is required, a statement shall be filed with the President of the Board of Education certifying to the physical fitness and physical capability and/or mental competency of the Administrator to perform his duties. This statement shall be treated as confidential information by the Board; the cost of the medical report shall be borne by the Board of Education.
- 10) **INCAPACITY:** Should the Administrator be unable to perform any or all of her duties by reason of illness, accident, or other cause beyond her control and the disability exists for a period of more than accumulated sick leave during any school year, the School District may in its discretion, make a proportionate deduction from the salary stipulated. If the disability continues for more than 30 school days beyond her available sick leave or if the disability is permanent, irreparable, or of such nature as to severely impair her ability to perform the assigned duties, the Administrator shall be granted a leave of absence without pay for the duration of the disability up to one year and the leave may be renewed upon written request. This provision shall not preclude the Board of Education from terminating the employment of this administrator pursuant to paragraph 9 of this contract.
- 11) **PROFESSIONAL MEETINGS:** The Administrator shall attend appropriate professional meetings at the local, state, or national level, if approved in the budget by the Board of Education. These meetings should include but are not limited to professional growth activities through professional organization conferences. The expenses of said attendance shall be incurred by the Board of Education at the rate or limitation set by policy or administrative rule.
- 12) **PROFESSIONAL GROWTH:** The district shall reimburse the Administrator for school related advanced academic course tuition for up to six (6) academic credits per year upon approval in advance by the board and upon successful completion of the courses.
- 13) **TERMINATION:** The Board shall be entitled to terminate the Administrator's employment at any time during the term of this contract for acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency or if the Administrator materially breaches the terms and conditions of this Agreement, but the Board shall not arbitrarily and capriciously dismiss the Administrator. In the event that the Board undertakes to dismiss the Administrator during the term of this contract, she shall be entitled to written notice of charges and an opportunity for a hearing before the Board. In the event of termination of employment during the term of this Agreement, this contract shall automatically terminate and the Board shall have no further obligation hereunder. This contract may be non-renewed at its conclusion at the discretion of the Board of Education.

- 14) **MODIFICATION:** This contract contains the entire agreement between the parties. The terms of this Agreement may not be revised by oral and/or written statements made by individual Board of Education members or any other representative or agent of the Board of Education. No change or modification of this contract of employment shall be valid or binding unless it has formally been approved by an authorized representative of the Board of Education and is in writing and signed by the Administrator and an authorized representative of the Board of Education. No waiver of any provisions of this contract shall be valid unless it is in writing, signed by the Administrator and the Board of Education and formally approved by the Board of Education.


- 15) **SEVERABILITY:** The provisions of this Agreement are severable and if any part of the Agreement is found to be null, void or inoperative, the other paragraphs, or portions thereof, shall remain full valid and enforceable.

In witness whereof, the parties have duly executed this Employment Contract as of the day and year written in the opening paragraph.

**Board of Education of
Montabella Community Schools**



President



Secretary

Administrator



Shelly Millis

