

**CAMDEN-FRONTIER SCHOOL  
CONTRACT OF EMPLOYMENT  
SUPERINTENDENT OF SCHOOLS  
SCOTT RILEY  
2011-2012**

It is hereby agreed by and between the Board of Education of the Camden-Frontier School District, of Hillsdale and Branch Counties, Michigan (hereinafter "Board") and **Scott Riley** (hereinafter "Superintendent") that pursuant to Section 132 of the School Code of the State of Michigan, MCL 380.132, the Board in accordance with its action found in the minutes of its meeting held on the 20<sup>th</sup> day of June, 2011 has and does hereby employ the said **Scott Riley** as its Superintendent of Schools for a term of two (2) years, commencing on July 1, 2011 and ending June 30, 2013, according to the terms and conditions as described and set forth herein as follows:

1. Superintendent shall perform the duties of Superintendent of Schools as prescribed by the School Code of the State of Michigan and by the rules and regulations of the State Board of Education and as may be established, modified and/or amended from time to time by the Board.
2. Superintendent represents that he/she possesses, holds and will maintain all certificates, credentials and qualification required by law, including the regulations of the Department of Education, to serve in the position of Superintendent of Schools. If at any time the Superintendent 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 hereunder.
3. Superintendent agrees to devote his/her talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position of Superintendent of Schools as required and assigned. Superintendent agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, Superintendent agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board to carry out the educational programs and policies of the School District for which he/she is responsible during the entire term of this Agreement. Further, Superintendent pledges to use his/her best efforts to maintain and improve the quality of the operation of the School District and constantly promote efficiency in all areas of his/her responsibility.
4. Superintendent shall be paid at an annual salary rate of not less than **Twenty-Five Thousand dollars (\$25,000.00)**. The salary shall be paid in twenty-seven (27) equal bi-weekly installments during the applicable twelve-month period July 1st through June 30<sup>th</sup>. The Board hereby retains the right to adjust the salary of Superintendent during the term of this contract, which any such

salary adjustment shall not reduce the annual salary below the minimum annual salary prescribed herein above. Any adjustment in salary made during the term of this contract shall be in the form of a written amendment and when executed by Superintendent and the Board, shall become a part of this contract. Annual changes in salary for the succeeding year will normally be finalized by June 30<sup>th</sup>.

5. Superintendent is employed on the basis of Fifty-Two (52) weeks of work per year (July 1 through June 30) as scheduled by the Board. Superintendent shall be granted **vacation time of twenty (20) days**. Vacation days must be used within the fiscal year for which they are made available and Superintendent shall not receive any additional compensation in lieu of use of vacation days without the express agreement of the Board. 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.
6. The Board shall evaluate superintendent's performance annually, no later than the March Board meeting. If the Board elects to not renew the Superintendent's contract, notification of non-renewal of the contract shall be given in writing at least 90 days before the contract termination date of June 30, 2012 or the contract is renewed for an additional 1 year period.
7. The Board shall be entitled to terminate this contract during its term in the event of the Superintendent's inability to perform his position responsibilities for a period of ninety (90) work days or more due to mental or physical disability. Further, the Board shall be entitled to terminate the Superintendent's employment at any time during the term of this contract for acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetence, inefficiency or if Superintendent materially breaches the terms and conditions of the Agreement. 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 is discretionary with the Board of Education. In the event that the Board undertakes to dismiss Superintendent during the term of this contract, he 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.
8. Superintendent agrees that he/she shall not be deemed to be granted continuing tenure in the position of Superintendent of Schools, but shall be deemed to have been granted tenure as an active classroom teacher in accordance with the provisions of the MI Teacher Tenure Act.
9. Superintendent shall submit to such medical examinations, supply such information and execute such documents as may be required by any underwriter, policyholder, or third party administrator providing insurance

programs specified under this contract. Additionally, the Board may request release of medical information necessary to determine if Superintendent is capable of performing the duties required in his/her assignment. The Board may require that Superintendent have a comprehensive medical examination as may be deemed necessary. If such an examination is required, a statement shall be filed with the Secretary of the Board certifying to the physical fitness and physical capability and/or mental competency of Superintendent to perform his/her duties. The Board shall treat medical information provided under this Agreement as confidential. Should the Board exercise its prerogative under this provision to require a medical examination, the cost of physician services for said examination will be borne by the School District to the extent not covered by health insurance provided by the Board.

10. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third party administrator, the Board shall make premium payments on behalf of Superintendent and his/her eligible dependents for the following insurance programs:

Health Insurance: MESSA-Pak A, Choices II

Dental Insurance: 60/50/50: \$1,000

Term Life Insurance: \$50,000

Vision Insurance: VSP-Bronze

Long Term Disability Insurance: 66 2/3%  
Plan 1  
\$2,500 Maximum  
90 Calendar Days Modified  
Fill  
Freeze on Offsets  
Alcoholism/Drug Addiction 2 Year  
Mental/Nervous 2 Year

For the 2011-2012 school year only the Superintendent will split any premium increase in excess of one thousand four hundred seventy-five dollars (\$1,475.00)/month based on the July 1, 2011 renewal composite rate.

11. The Board reserves the right to change the identity of the insurance carrier, policyholder or third party administrator for any of the above coverage's, provided that comparable coverage, as determined by the Board, is maintained during the term of this Agreement. The Board shall not be required to remit premiums for any insurance coverage's for Superintendent and his/her eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder or third-party administrator. The terms of any contract or policy issued by any insurance company of third-party administrator shall be

controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. Superintendent is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The School District, by payment of the premium payments required to provide the above-described insurance coverage, shall be relieved from all liability with respect to insurance benefits.

12. Superintendent is entitled to the following holidays for which no service to the School District is required:

- a. Labor Day
- b. Thanksgiving Day and the Day After (Day before providing no school is in session)
- c. The Day Before and the Day after Christmas
- d. Christmas Day
- e. The Day Before and the Day after New Year's Day
- f. New Year's Day
- g. Mid Winter Break (providing no school is in session)
- h. July 4<sup>th</sup>
- i. Memorial Day
- j. Good Friday (providing no school is in session)

13. Paid Leave

A. Personal Business Days

Three (3) personal business days per year shall be credited at the beginning of each fiscal year. Personal business days are to be used for personal business matters that cannot be conducted outside the normal workday. It is expressly understood that recreational pursuits are not an appropriate use of personal leave. Any unused personal business days will be credited to sick leave accumulation.

B. Sick Leave

If Superintendent is absent from duty on account of personal illness or disability, he/she shall be allowed full pay for a total of 10 days per contract year. Unused paid leave days hereunder shall be cumulative to a maximum of 75 days for absence due to personal illness or disability of Superintendent.

C. Medical and Dental Appointments

Superintendent shall be granted necessary time for medical and dental appointments when such appointment cannot be made at any other time. Such appointments shall be taken as sick leave.

D. Emergency Illness in Family

Superintendent shall be granted a maximum of five (5) days per school year for each critical illness in the immediate family. The immediate family is understood to include the following only: A member's spouse, mother, father, brother, sister, son, daughter, grandparents, grandchildren, and in-law relatives in the above listed relationships. Such leave be taken as sick leave.

E. Funeral Leave

The Superintendent shall be allowed a maximum of two (2) working days each year as funeral leave days, not to be deducted from sick leave.

14. Continuing Education Expenses and Educational Conferences  
The School District shall budget One Thousand Two Hundred Fifty Dollars (\$1,250.00) each year during the term of this Agreement for the cost of attending professional and/or educational activities or conferences and continuing educational course work by the Superintendent. Expenses each year over the budgeted One Thousand Two Hundred Fifty Dollars (\$1,250.00) limit shall require prior approval of the School Board. If any expenses under this paragraph are reimbursed to the Superintendent rather than being paid directly by the School District, the Superintendent shall provide appropriate documentation of the reimbursed expenses consistent with the policies and procedures of the School District.
15. Professional Dues  
The School District shall pay the professional dues of the Superintendent for the Michigan Association of School Administrators, the Michigan Association of School Administrators Region..
16. Superintendent shall be eligible to be reimbursed for travel, meals and lodging in accordance with the per diem expense and reimbursement procedures established by the Board. Superintendent shall be required to present an itemized account of his/her reasonable and necessary expenses in accordance with direction of the Board or its designee.
17. Professional Liability
  - a. The District agrees that it shall defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in his individual capacity, or in his official capacity as agent and employee of the District, provided the incident arose while he was acting within the scope of his employment, excluding criminal litigation.
  - b. District shall not, however, be required to pay costs of any legal proceedings in the event District and Superintendent have adverse interests in such litigation.
18. This Contract of Employment contains the entire agreement and understanding by and between the Board and the Superintendent with respect

to the employment of Superintendent and no representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect. All prior agreements pertaining to, connected with, or arising in any manner out of the employment of Superintendent by the Board, is hereby terminated and shall hereafter be of no force or effect whatsoever. No change or modification of this Contract of Employment shall be valid or binding unless it is in writing and signed by Superintendent and the Board. No valid waiver of any provision of this contract, at any time, shall be deemed a waiver of any other provision of this contract at such time or at any other time.

19. 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; provided, however, that no such severability shall be effective, it materially changes the economic benefit of the Agreement to any party.
20. Superintendent has 1 (one) calendar year to assume residency within the Camden-Frontier School District.
21. This Agreement is executed on behalf of the school district pursuant to the authority granted as contained in the resolution of the Board adopted on **June 20, 2011** the same being incorporated herein by reference.

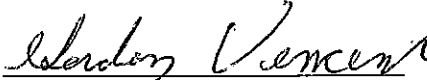
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 20<sup>th</sup> day of June 2011, by affixing their authorized signatures as follows.

SUPERINTENDENT

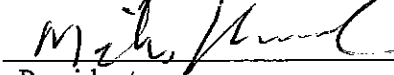
BY:

  
7/25/11  
Scott Riley

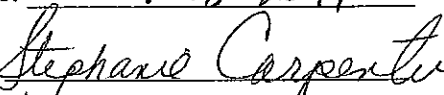
CAMDEN-FRONTIER SCHOOL  
BOARD OF EDUCATION

By:   
President

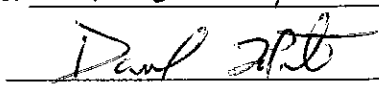
Date: 7/18/2011

By:   
Vice President

Date: 7-18-2011

By:   
Secretary

Date: 7-18-2011

By:   
Treasurer

Date: 07-18-2011