

Memorandum of Understanding (MOU), June 11, 2012

Oscoda Area Schools, Iosco & Alcona Counties Michigan
Oscoda, Michigan 48750

MOU for the Superintendent of Schools


THIS MOU, entered into this 11th day of June 2012, between the Board of Education, hereinafter called "Board" and Scott M. Moore called hereinafter "Superintendent" does not serve to extend the current contract or open any other provision in said contract for negotiation by either party. The MOU only pertains to "Article 10 section h."

In recognition of the adjustment to Public Act 152, The Board and the Superintendent hereby agree to amend article 10 of "Contract of Employment for the Superintendent of Schools" which currently reads:


- (h) *The Superintendent will receive full-family, major medical insurance through Michigan Blue Cross-Blue Shield** The Superintendent agrees to pay 20% of the cost of this insurance (not inclusive of the Health Reimbursement Account) for the length of this contract.*

Revised to reflect the following:

- (h) *The Superintendent will receive full-family, major medical insurance through Michigan Blue Cross-Blue Shield** The Board agrees to pay the maximum amount allowable for which the Superintendent is eligible to receive healthcare benefits within the framework of PA 152 for the length of this contract.*


Scott Moore, Ed.S., MPA
Superintendent of Schools

6/18/12
Date


Michael Barnhart, Board President

6/11/12
Date

Oscoda Area Schools, Iosco & Alcona Counties Michigan
Oscoda, Michigan 48750

Contract of Employment for the Superintendent of Schools

THIS CONTRACT, entered into this 8th day of August 2011, between the Board of Education, hereinafter called "Board" and Scott M. Moore called hereinafter "Superintendent."

WITNESSETH:

(1) TERM

The Board agrees to employ Scott M. Moore as Superintendent of its schools or in such position as may be assigned for the term of thirty-six (36) months from August 8th, 2011 through and including June 30th, 2014. This contract will be annually extended for an additional year pending a satisfactory evaluation.

The Board shall review this contract with the Superintendent annually, and shall, on or before February 28th, 2012 and on or before February 28th of each year thereafter, take official action determining whether or not it is extended for an additional year and notify the Superintendent of its action in writing. If no action is taken by the Board, the contract shall be deemed to have been renewed for an additional year. This contract is subject to non-renewal by written notice at least ninety (90) days before the contract termination date. Failure to give such written notice shall result in renewal of this contract for an additional one (1) year period. It shall be the obligation on the part of the Superintendent to notify the Board of Education in writing by January 15th of each year of this contract feature.

(2) DUTIES

The Superintendent agrees to faithfully perform the duties of Superintendent and duties as may be assigned from time to time by the Board and such other duties as are required pursuant to the laws, rules, and regulations of the State of Michigan and the United States of America. The Superintendent shall act as an advisor to the Board on matters pertaining to the School Administration and/or the School District, and the Superintendent will inform the Board as to administrative action taken on its behalf. The Superintendent shall recommend, effect, or cause to be effected, the policies and programs of the Board of Education as may be adopted. The Superintendent will faithfully and diligently fulfill all the duties and obligations incumbent upon him as the executive head of the administrative section of the School District.

(3) EVALUATION

The Board shall evaluate the Superintendent no later than February 28th of each year using the criteria and an evaluation process, annually agreed upon by the Board and the Superintendent. If mutual agreement cannot be reached, the Board shall proceed with the Superintendent's evaluation using the Board approved instrument from the prior year. The criteria and process adopted by the Board should be communicated in advance to the Superintendent.

(4) TENURE

The Superintendent shall not be deemed to acquire continuing tenure in any administrative capacity but shall be deemed to have acquired continuing tenure as an active classroom teacher in accordance with the provisions of the Michigan Teacher Tenure Act. It is understood that in order to be an active classroom teacher, the Superintendent must have the necessary certification required by the State of Michigan.

(5) PROFESSIONAL LIABILITY

The District agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceeding brought against the Superintendent in his individual capacity, or in his official capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting within the scope of his employment. The Board shall provide public liability insurance for the Superintendent to cover all legal expenses in defense of claims and payment of judgments resulting from his functioning as Superintendent. The Board will reimburse him 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 Superintendent against such demands, claims, suits, actions and/or legal proceedings.

(6) PROFESSIONAL GROWTH

The Superintendent may attend appropriate professional meetings at the local, state, and national levels, the expense of said attendance to be paid by the District in accordance with paragraph 10(b) hereof. Out of state meetings must be approved in advance by the Board.

(7) PROFESSIONAL DUES

The District shall pay the Association dues of the Superintendent for the American Association of School Administrators, and the Michigan Association of School Administrators, as well as other appropriate organizations (such as local and civic organizations that may be helpful to the Oscoda Area Schools District), as approved by the Board.

(8) MEDICAL EXAMINATION

The Superintendent agrees to have a medical examination biannually. A statement certifying to the physical competency of the Superintendent 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) COMPENSTATION

- (a) The Superintendent of Schools will receive a salary of \$99,572 for the 2011-2012 School Year. For the 2012-13 school year there will be a 0% salary increase and the salary will remain at \$99,572. For the 2013-2014 School Year there will be a 1% increase to \$100,568 (pending a satisfactory evaluation from 2012-13). The salary shall be paid in twenty-six (26) equal installments. The Board of Education retains the right to adjust the salary during the continuation of this contract, but an adjustment shall not reduce the annual salary below the figures specified in this paragraph. School year shall be defined as commencing July 1st and terminating June 30th, twelve (12) months later.
- (b) The Superintendent shall receive a Board paid tax-deferred annuity or purchase of service credit of \$5,000 upon a satisfactory evaluation for the current school year and upon a satisfactory evaluation for each successive year.

(10) OTHER

During the term of this contract, the Superintendent shall receive at least the same benefits and privileges provided by the School District to full-time, central office staff, professional administrative staff (Oscoda Administrators Association) on the same basis as available to those staff members in accord with the Board of Education policy with the following additional benefits and privileges:

- (a) The Superintendent shall be provided a \$350 monthly automobile allowance.
- (b) The Board shall reimburse the Superintendent for reasonable and necessary expenses (not related to his personal automobile), supported by receipts, incurred by the Superintendent in the performance of his duties. Said expenses shall be submitted to the Board of Education for approval.
- (c) The Board recognizes that the Superintendent participates in the Member Investment Plan of Michigan Public School Employees' Retirement System. The Superintendent's compensation will be increased by an amount equal to the contributions required by participation in MIP and payment of such will be included in each of the twenty-six (26) biweekly pays.
- (d) The Superintendent will be employed for fifty-two (52) weeks per year and be granted twenty-two (22) days of vacation for 2011-12 and (25) twenty-five days each year thereafter.
- (e) The Superintendent will be allowed up to twelve (12) paid holidays per year: Independence Day (July 4th), Labor Day, Safety Day (November 15th), Thanksgiving Day, the Day after Thanksgiving, the Day before Christmas, Christmas Day, the Day before New Year's, New Year's Day, Memorial Day, Good Friday, and Easter Monday. (Safety Day, November 15th is a holiday provided that the day falls during the regular school week, Monday through Friday.)
- (f) The Superintendent shall be entitled to sick leave benefits as provided to the district's Administrators (fifteen days as allowed twelve-month employees). The Superintendent shall be entitled to all leave benefits as provided under Article 17 of the Oscoda Administrators Association contract.

- (g) The Superintendent will be eligible for life insurance coverage/Long Term Disability of \$180,000 (this is the actual amount of current coverage based on the regulations of the carrier) and the District shall pay the cost for such coverage.
- (h) The Superintendent will receive full-family, major medical insurance through Michigan Blue Cross-Blue Shield**. The Superintendent agrees to pay 20% of the cost of this insurance (not inclusive of the Health Reimbursement Account) for the length of this contract.
- (i) The Superintendent will receive full-family dental and vision coverage. **
- (j) The Superintendent will be provided with a long-term disability insurance policy. **
 - ** The Board reserves the right to select the health insurance, dental, vision, and long-term disability insurance carriers.
- (k) The Superintendent shall have the option of designating amounts to be deducted from his salary and contributed to the tax sheltered annuity program he specifies in writing.
- (l) An annual education allowance shall be granted. This amount shall be equal to a maximum of six (6) semester hours of graduate credit and enrollment fees at Eastern Michigan University graduate tuition rate per year, upon evidence of completing the graduate course and receiving a grade B or better.

Both parties understand that increased benefits, which may be extended to other professional, certified employees, shall be provided for the Superintendent as well.

(11) CERTIFICATION

The Superintendent represents that he holds all certificates and credentials required by the district and the state for his present assignment, and will maintain all required certifications and credentials during the length of this contract.

(12) DISPUTE RESOLUTION

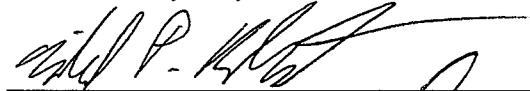
In the event of a dispute between the parties relating to any provision of this agreement, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this agreement, the parties hereby agree to submit such to binding arbitration. Such arbitration shall be conducted under the rules of and administered by, the American Arbitration Association. The arbitrator's fee and the expenses of American Arbitration Association 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 cost of such respective representation.

(13) TERMINATION PROVISIONS

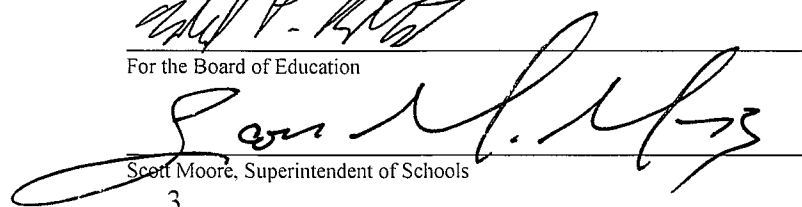
The Superintendent shall be subject to discharge during the term of this contract for good and just cause, but the Board shall not arbitrarily or capriciously dismiss him. No discharge shall be effective until written charges have been served upon his and the Superintendent shall have an opportunity 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. If the hearing is requested in private the Superintendent shall provide written notice to the Board prior to the vote to enter closed session, and may be revoked by the Superintendent at any time and the hearing will continue in open session. At such hearing, the Superintendent may employ legal counsel at his own expense. Termination is specifically distinguished from non-renewal provision in paragraph (1) above.

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

Date: 8/8/11


 For the Board of Education

Date: 8/8/11


 Scott Moore, Superintendent of Schools