

INTERIM SUPERINTENDENT'S EMPLOYMENT CONTRACT
BETWEEN
CHARLES C. SMITH
AND THE CAPAC BOARD OF EDUCATION
OF THE CAPAC COMMUNITY SCHOOL DISTRICT

This contract is made and entered into as of the 28th day of June, 2012, between the Board of Education of the Capac Community School District, hereafter referred to as the "Board of Education," and Charles C. Smith, as Interim Superintendent, hereafter referred to as "Administrator".

Whereas, the Board of Education at a meeting held on the 28th day of June, 2012, approved the employment of the Administrator as Interim 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;

Now, Therefore, in consideration of the mutual promises contained in this contract, it is agreed between the parties, as follows:

1. **Term.** This contract shall take effect on the 1st day of July 2012, and continue in force thereafter through the 30th day of June, 2013 subject to extension and termination as provided in Paragraph 4.
2. **Duties.** The Administrator represents that he meets Michigan Requirements and holds certificates necessary for employment by the Board of Education in this administrative position. The Administrator agrees to perform the duties of Interim Superintendent in a competent and professional manner in compliance with the laws applicable to the School District and the policies and regulations adopted by the Board of Education. The Administrator will perform in a fiduciary capacity as well.
3. **Evaluation.** The Board shall review the Superintendent's performance annually in writing using an evaluation process that has been mutually agreed upon by both the Board and the Interim Superintendent.
4. **Contract Renewal and Termination.** This contract shall be for a part-time Interim Superintendent position. It is generally understood that the normal work week will be three days. This may be adjusted with consent of the Superintendent and Board as needed. Either party may terminate this contract with two weeks' notice. Thirty (30) days of employment are guaranteed to offset Administrator's loss of Social Security income.
5. **Tenure Exclusion.** This contract does not confer tenure upon the Administrator in the position of Interim Superintendent or any other administrative position in the district.
6. **Salary.** The salary for the period commencing July 1, 2012, and ending June 30, 2013 will be a daily rate of \$500 not to exceed 160 days for the 2012-13 school year.

7. **Benefits.** During the term of this contract, the Administrator shall receive no benefits, holidays, vacation days, sick days or insurance benefits. The District shall pay the Association dues of the Interim Superintendent for the MASA (Michigan Association of School Administrators). The District will not make a contribution to the Michigan Public Schools Employees Retirement System.
8. **Liability Insurance.** The Board shall provide public liability insurance for the administrator to cover legal expenses in defense of claims and payments of judgments resulting from his function as Interim Superintendent, and will reimburse him from a portion of such expenses not covered by insurance.

In Witness Whereof, the parties have duly executed this Interim Superintendent's Employment contract as of the day and year written in the opening paragraph.

By: Dale Stuever
Dale Stuever, President
Capac Board of Education

By: Charles C. Smith
Charles C. Smith, Interim Superintendent
Capac Community Schools

Dated: 6-28-12

Dated: 6/28/2012