



CONTRACT OF EMPLOYMENT

Superintendent of Schools

It is hereby agreed by and between the Board of Education of the Grand Ledge Public Schools (hereinafter "Board") and Dr. Brian Metcalf (hereinafter "Administrator") that pursuant to Section 1229(1) of the Revised School Code, the Board in accordance with its action found in the minutes of the meeting held on the 5th day of May, 2011, has and does hereby employ the said Dr. Brian Metcalf for a three (3) year period commencing on July 1, 2011 to an including June 30, 2014, according to the terms and conditions as described and set forth herein as follows:

1. Administrator shall perform the duties of Superintendent as prescribe by the Board and as may be established, modified and/or amended from time to time by the Board. Administrator acknowledges the ultimate authority of the Board with respect to his responsibilities and directions related thereto. Administrator is subject to assignment and transfer to another administrative position of employment in the School District at the discretion of the Board.

Administrator shall have the freedom – subject to Board Approval – to organize, reorganize, and arrange the administrative and supervisory staff which in his judgment best serves the Grand Ledge Public Schools; that the administration of instruction and business affairs will be lodged with the Superintendent and administered by him with the assistance of the staff, that the responsibility for selection, placement and transfer of personnel shall be vested in the Superintendent and his staff; and that the Board of Education, individually and collectively, will refer promptly all criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendation.

2. Administrator represents that he possesses, holds and will maintain all certificates, credential and qualifications required by law, including the regulations of the Department of Education, and those required by the Board to serve in the position assigned. Additionally, Administrator agrees, as a condition of his continued employment, to meet all continuing education requirements for the position assigned, as are and may be required by law and/or by the State Board of Education. If at any time Administrator fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

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3. Administrator agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned.

Administrator will not engage in outside employment, consulting or other business activity without the prior approval of the Board.

Administrator agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, Administrator 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 during the entire term of this Contract.

Administrator agrees to devote substantially all of his business time, attention and services to the diligent, faithful and competent discharge of his duties on behalf of the School District to enhance the operation of the School District and agrees to use his best efforts to maintain and improve the quality of the programs and services of the School District.

4. Administrator shall be paid at an annual (twelve month) salary rate of not less than One Hundred Forty Thousand Dollars (\$140,000) in consideration of his performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board. The annual salary shall be paid in twenty-six (26) equal bi-weekly installments beginning with the commencement of the fiscal/contract year (July 1 – Jun 30).

Administrator shall receive an annual amount equal to 6% of his salary toward a tax-sheltered annuity of his choice.

Should Administrator be assigned or transferred to another administrative position, the salary paid shall be at the same rate as set forth in this contract.

The Board hereby retains the right to increase the annual salary of Administrator during the term of this Contract. Any increase in salary made during the term of this Contract shall be in the form of a written amendment and when executed by Administrator and the Board, shall become a part of this Contract.

5. Administrator is employed on the basis of a school year of work per contract/fiscal year (July 1 – June 30) as scheduled by the Board. Administrator shall work 232 days per fiscal year. Non-work days must be used within the fiscal year for which they are made available and Administrator shall not receive any additional compensation in lieu of use of vacation days.

Administrator shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District. All scheduling of vacation is subject to the approval of the Board President, and must be submitted in writing.

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6. The Board shall evaluate Administrator's performance annually, not later than April 30 of each year, using a mutually acceptable process, and shall on or before May 30th of each ensuing year, take official action determining whether or not the Administrator's contract is extended for an additional year. The Board shall notify the Superintendent of its action in writing. If no action is taken by the Board, the contract shall be deemed to have been extended for an additional year.
7. The Board shall be entitled to terminate the Administrator's employment at any time during the term of this Contract when it determines that Administrator has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetence, inefficiency, or if Administrator materially breaches the terms and conditions of this Contract.

The forgoing 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.

In the event that the Board undertakes to dismiss Administrator 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 Contract, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

Upon termination, the Administrator shall not receive compensation in lieu of unused vacation days under paragraph 5 or unused leave days under paragraph 14.

In the event that the Administrator enters into a contract for employment without express permission from the Board, this contract shall terminate 30 days after the date such contract for employment is signed by the Administrator regardless of the date actual duties under such contract commence.

8. In the event of Administrator's mental and/or physical incapacity to perform the duties of his office, he shall be granted an initial leave of ninety (90) work days for purpose of recovery. The Administrator shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the ninety (90) work days period to be unpaid. Health plan premium payments shall be made on behalf of Administrator during this interval to the extent required by law. Upon utilizing leave under this provision, Administrator shall furnish medical certification to the Board (or its designee) respecting the necessity for the leave.

If the Board (or designee) has reason to doubt the validity of the medical certification supplied by Administrator, it may require a second opinion, at Board expense.

Administrator may request a ninety (90) work day unpaid leave extension in the event of his physical and/or mental inability to return to work at the expiration of the initial

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leave interval, as described above, provided that there is a verified prognosis that Administrator will be able to resume his duties at the conclusion of the extended leave interval. Medical certification shall be supplied by Administrator as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

If Administrator is unable to, or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), his employment and this Contract may be terminated at the option of the Board. However, no such termination shall occur where restoration after leave is required by the Family and Medical Leave Act.

Prior to resumption of duty after an unpaid leave of absence for a serious health condition, Administrator shall provide to the Board a fitness for duty certification from Administrator's health care provider. The Board, at its expense, may require a second opinion unless the securing of a second opinion in this context is precluded by the Family and Medical and Leave Act.

9. Administrator agrees that he shall not be deemed to be granted continuing tenure in the position initially assigned or to which he may be assigned or transferred or in any capacity other than that of a classroom teacher, should the probationary period required for tenure as a teacher be fulfilled, by virtue of this Contract or any employment assignment (requiring certification) with the School District. Nor shall the decision of the Board not to continue or renew the employment of Administrator for any subsequent period in any capacity, other than as a classroom teacher, as may be required by the Teachers' Tenure Act, be deemed a breach of this Agreement or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.
10. Administrator shall submit to such medical examinations, supply such information and execute such documents as may be required by an underwriter, policyholder or third party administrator providing insurance programs specified under this Contract. Additionally, upon request of the Board, Administrator shall authorize the release of medical information necessary to determine if Administrator is capable of performing the essential job functions required by his assignment, with or without reasonable job accommodation(s). Any physical or mental examination or disclosure of such information required of Administrator by the Board shall be job related and consistent with business necessity. Any medical or psychological examination under this section shall be at Board expense. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.
11. Under 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 Administrator and his eligible dependents for the following insurance programs:

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- Health Insurance – McLaren Health Plan – cash in lieu of option: \$300 per month.
- Dental Insurance – SET-SEG.
- Term Life Insurance – UNUM
- Face amount of two time’s annual salary rounded up to the nearest \$1,000.
- Vision Insurance – SET-SEG.
- Voluntary participation in the School District’s Section 125 Cafeteria Plan.
- Long Term Disability Insurance – UNUM – 66 2/3%: \$6,000 monthly maximum; 30 day waiting period; 60 month duration

The Board’s obligation to pay premium for the above coverage(s) on behalf of Administrator (and his eligible dependents) shall be provided equal to the coverage of all Central Office Cabinet members. Any premiums required to maintain coverage in excess of the Board premium contribution shall be payroll deducted from the wages of Administrator. Administrator hereby gives his consent for payroll deduction of all such premium amount for which he is obligated.

12. 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 Administrator and his 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 or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters.

Administrator is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The Board, by remitting the premium payments required to provide the above-described insurance coverage(s), shall be relieved from all liability with respect to insurance benefits.

13. Administrator is entitled to the following holidays for which no service to the School District is required:

- New Years Day
- President’s Day (if school is not in session)
- Good Friday (if school is not in session)
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Eve Day
- Christmas Day
- New Years Eve Day

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14. Effective July 1, 2011, Administrator shall receive fifteen (15) days that may be used for personal illness or disability. In addition, Administrator shall receive twelve (12) days per contract year which may be used for personal illness or disability. Administrator may use paid leave days for serious illness in Administrator's immediate family (i.e., spouse, child or parent), not to exceed twelve (12) days per contract year. Unused paid leave days hereunder shall be cumulative to a maximum of 90 days for absence due to personal illness or disability of Administrator.
15. Administrator shall receive a monthly stipend of \$400 per month to cover mileage, travel, meals and lodging. Any additional expense to be incurred by Administrator for out-of-district travel shall be submitted in advance for review and approval by the Board President.
16. The Board recognizes that high-performing Superintendents continue to learn and develop their leadership practices, technical processes and knowledge in order to meet the complex demands of their jobs. In addition, the Board recognizes that Michigan law requires administrators to be certified, and encourages exemplary professional practice in the Superintendency by making provision for specialty and enhanced endorsement to that certification.

For the purpose of investing in the Administrator's growth and development in professional practice, the Board will pay for the membership, tuition, out of state travel, and subsistence expenses that are necessary to carry out the goals of the Superintendent's professional leadership development plan. Such professional growth expenses shall be limited to amounts budgeted for that purpose in the approved budget and subject to notice and approval by the President of the Board prior to registering for out-of-district events that require over night lodging.

The Administrator's professional leadership development plan, include, but are not limited to, strategies such as: mentoring, coaching and credentialing programs; professional development training and workshops; conferences; and coursework. In addition, the Board will allocate sufficient funds each year for all memberships in regional, state and national professional associations related to the duties of the position.

17. Administrator shall be provided paid relocation expenses not to exceed \$8,000 in the event Administrator elects to establish residency in the Grand Ledge School District.
18. This Contract contains the entire agreement and understanding by and between the Board and Administrator with respect to the employment of Administrator and no representations, promises, contract 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 Administrator by the Board, are hereby terminated and shall hereafter be of no force or effect whatsoever.

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Provided, that this contract is void pursuant to the provisions of the Revised School Code pertaining to criminal records checks.

No amendment to, or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board reflected in its minutes, and signed by Administrator and the President and Secretary of 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. In the event of any dispute between the parties relating to discharge of Administrator during the term of this Contract, the parties hereby agree to submit such to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association. Arbitration under this provision shall be conducted pursuant to the terms of the Michigan Arbitration Act, MCL 600.5001 *et seq* and MCR 3.602.

The parties intend that this process of dispute resolution shall be inclusive of all contract and statutory claims advanced by Administrator arising from Administrator's discharge during the terms of this Contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. However, this agreement to arbitrate does not restrict Administrator from filing a claim or charge with any state or federal agency (such as the Equal Employment Opportunity Commission or the Michigan Department of Civil Rights), and does not apply to any claims for unemployment compensation or workers' compensation which may be brought by Administrator. Instead, this agreement to arbitrate claims applies to those matters that would otherwise be subject to state or federal court proceedings.

This agreement to arbitrate means that Administrator is waiving his right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, Administrator shall have the right to representation by counsel of his choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery and the right to a fair hearing. However, Administrator, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.

The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and Administrator, subject to the right of Administrator to seek to tax such fees as costs against the Board.

Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within one hundred eight (180) days of the effective date of Administrator's discharge during the term of this Contract. The Decision and Award of the arbitrator shall be final and binding and

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judgment thereon may be entered in the Circuit Court for the 56th Judicial Circuit of Michigan (Eaton County).

20. If any provision of this Agreement becomes or is declared by the Court of competent jurisdiction to be illegal, unenforceable or void, this Contract shall continue in full force and effect without said provision(s).

21. Administrator agrees that any claim or suit arising out of Administrator's employment with the Board must be filed no more than six (6) months after the date of the employment action that is the subject of the claim or suit. Administrator understands that the statute of limitations for claims arising out of an employment action may be longer than six (6) months but agrees to be bound by the six (6) month period of limitation set forth herein and waives any statute of limitations to the contrary. Should a court of competent jurisdiction determine that this provision allows an unreasonably short period of time to commence a law suit, it is the intent of the parties that the court enforce this provision to the extent possible and declare the law suit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.

22. This Agreement is executed on behalf of the Grand Ledge Public Schools pursuant to the authority granted as contained in the minutes of the May 23, 2011 Regular Meeting.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

Administrator

5/20/2011
Date

Brian Metcalf
Brian Metcalf

**Grand Ledge Public Schools
Board of Education**

5/23/2011
Date

Arnold C. Symmonds
President

J.C. Woods
Secretary