

GRAND RAPIDS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN
SUPERINTENDENT TERESA WEATHERALL NEAL'S
CONTRACT OF EMPLOYMENT

THIS CONTRACT OF EMPLOYMENT is entered into this, between the GRAND RAPIDS PUBLIC SCHOOLS BOARD OF EDUCATION, hereinafter referred to as the "Board," and Teresa Weatherall Neal, hereinafter referred to as the "Superintendent."

WHEREAS, the Board, in a meeting held on March 24, 2014, approved the continued employment of Superintendent in accordance with the terms and conditions of this contract, and the Superintendent desires to be employed by the Board in accordance with the terms and conditions of this contract, the parties in consideration of the mutual promises contained in this contract agree to the following:

1. CONTRACT PERIOD

The Superintendent is employed by the Board from July 1, 2014 through June 30, 2016. The Board may take official action to determine whether or not to extend the term of this contract for an additional school year on or before April 1st of each year; provided however that the term of this contract will be extended for an additional school year each year unless the Board takes official action to the contrary in a public meeting held in conformity with the Open Meetings Act.

2. DUTIES

The Superintendent agrees to faithfully perform the duties of Superintendent as may be assigned from time to time by the Board. The Superintendent shall also comply with Board policies and relevant state and federal laws, rules and regulations. The Superintendent shall serve as the Chief Executive Officer and Chief Administrator of the Board. She may present her recommendations to the Board on any subject under consideration by the Board.

3. COMPENSATION

- a. The Board agrees to pay the Superintendent for her services during each year of this contract in equal biweekly installments. The salary for July 1, 2014 through June 30, 2015 shall be an annual rate of \$189,000. The salary for July 1, 2015 through June 30, 2016 shall be \$198,000. The Superintendent will be eligible for salary increase beyond June 30, 2016.
- b. Annually, the board shall contribute \$40,000 to fund an annuity providing the Superintendent with tax deferred compensation.

- c. Longevity – On July 1, 2014, the Superintendent will receive a one-time lump sum annual longevity payment of \$15,000. The Superintendent will receive a \$3,400 annual longevity payment for the 2015-2016 contract year.

4. EVALUATION

On or before the regularly scheduled March board meeting of each year of employment, the Board and Superintendent shall meet in a closed session for the purpose of mutual evaluation of the performance of the Superintendent and for expressing recommendations and observations on how such performance may be improved, if appropriate. The evaluation process shall be delineated in Board Policy and corresponding Administrative Guidelines.

5. HOLD HARMLESS

In light of the unique nature of the professional duties of the Superintendent, the Board shall purchase insurance coverage for the Superintendent related to her employment by the Board designed to provide Superintendent with protection from liability related to Superintendent's employment. The defense and indemnity to which the Superintendent is entitled shall be solely dependent upon the terms of the insurance policy. The Board's obligation shall be limited to the payment of the insurance premiums.

6. BENEFITS

Leave, insurance, and other benefits shall be as follows; provided however, that they shall be prorated in the event the Superintendent is not employed for the entire school year:

- a. It is understood that insurance benefits provided by the Board to the Superintendent are subject in all respects to the rules and regulations of the various insurance plans provided by the district, as well as any statutorily mandated employee contribution.
- b. The Superintendent shall accrue twenty-seven (27) vacation days at the outset of each year of the contract. The Superintendent may request pay in lieu of taking up to fifteen (15) of her earned vacation days paid out at her daily rate. If Superintendent requests pay in lieu of vacation, she shall notify the Board President of this request by January 31st of each year. Any accrued vacation days that are not used by June 30, will be placed in the Superintendent's accumulated leave bank at the beginning of each fiscal year. The Superintendent will be paid for all unused vacation days upon the completion of this contract or termination of employment with the district; with such days to be paid at her current daily rate based on a work year of two hundred forty (240) days. The Superintendent may take two (2) vacations annually of five (5) days without prior Board approval. When more than five (5) days of vacation are to be used at a time, the

Superintendent shall mutually arrange for the scheduling of such vacation time with the Board President or next authoritative officer in the President's absence.

- c. The Board will provide the Superintendent with sick leave, leave without loss of pay, holiday pay, cell phone allowance and insurance coverage similar, but at least equal, to that provided by the Board for other executive personnel employed by the District. These benefits levels shall not be decreased during the life of the agreement. This shall include insurance protection for dental and orthodontics, long-term disability, full-family health, vision coverage, as offered to other administrators. During the term of this contract, the Board shall pay the annual premium for five hundred thousand dollars (\$500,000) in a term life insurance policy to be selected by the Superintendent.
- d. The Board shall provide or reimburse the Superintendent's reasonable and necessary business expenses, such as meals and lodging, which are in keeping with the duties of the Superintendent and her office. These expenses shall be reimbursed per Board policy with the approval of the President of the Board.
- e. The Board shall pay the annual membership dues of the Superintendent for two (2) State and two (2) National professional education organization; and pay the annual membership dues to other organizations and associations upon the request of the Superintendent and with the prior approval of the Board.
- f. The Board shall provide the Superintendent with an automobile allowance of \$600.00 per month (\$7,200 annually). It is the preference of the Grand Rapids Board of Education that the Superintendent drive an American made vehicle. All travel outside of the district is reimbursable at the established IRS mileage reimbursement rate.

7. PROFESSIONAL GROWTH

- a. The Superintendent may attend appropriate professional education meetings at the local, state, and national levels and shall be reimbursed for her reasonable and necessary receipted expenses in connection with such meetings. Prior approval from the Board President or next authoritative office in the President's absence shall be required for meetings at the national level, except for the annual conference of the American Association of School Administrators.
- b. The parties recognize that relevant courses of a continuing education nature, whether at a college, university, or otherwise, may be beneficial. The Board will reimburse the Superintendent for all courses necessary to satisfy the continuing education requirements established by Michigan law and regulations, provided she receives a grade of "B" or better; with such reimbursement to cover tuition,

books, and fees for courses approved by the Board through its Administrative Personnel Committee.

- c. The Superintendent agrees to and shall, during the term of this agreement, devote her time, attention, and energy to the position of Superintendent of the school district. However, she may serve as a consultant to other districts or other educational agencies or associations, lecture, engage in writing activities and speaking engagements, and engage in other activities which are of short-term duration at her discretion, keeping the President of the Board informed. When such outside activities require the Superintendent to be absent during regularly-scheduled hours, she shall use vacation leave to perform such activities and shall retain any honorarium paid to her. In no case will the school district be responsible for any expense related to the performance of outside activities.

8. TENURE

The Superintendent shall not acquire tenure as an administrator in the position of Superintendent or in any other non-classroom position to which she may be assigned.

9. QUALIFICATIONS

Superintendent shall at all times satisfy the qualifications for her position required by the Board and by Michigan law and regulations. Qualifications shall include, but not be limited to, satisfaction of the Administrative Certification and continuing education requirements. This contract is subject to immediate termination by the Board in the event such qualifications are not satisfied.

10. TERMINATION

- a. The Superintendent shall be subject to discharge only for good and just cause. The term "good and just cause" means acts of moral turpitude, misconduct, dishonesty involving intentional falsification of records or financial information, fraud, willful insubordination or a material breach of the terms and conditions of this Contract. If the Board proposes to discharge the Superintendent, it shall provide the Superintendent with a written notice of the basis for the discharge. It shall also permit the Superintendent to have a fair hearing before the Board. If the Superintendent chooses to be accompanied by legal counsel at the hearing, all fees related to the Superintendent's legal counsel shall be the sole responsibility of the Superintendent.
- b. In accordance with the evaluation timeline and format delineated in Board Policy, the Board may terminate the Superintendent for good or just cause or if the Superintendent's performance is deemed "ineffective. If the Board determines the contract should be terminated based on "ineffective" performance, it shall take

official action on or before March 31st and promptly notify the Superintendent in writing of its decision to terminate the contract. In the event of "early termination", the Superintendent will receive a lump sum payment equal to her current salary level (12 months' pay) plus accrued, unused vacation and sick leave balances. In the event of voluntary termination, the Superintendent will receive a lump sum payment equal to accrued unused vacation and sick leave balances.

- c. This Contract shall automatically terminate if the Superintendent dies or is determined to be "totally disabled". The Superintendent will be considered "totally disabled" if she has a mental or physical condition that prevents her from performing the essential duties under this Contract (and) that makes the Superintendent eligible to receive long term disability benefits under the long-term disability program made available to the Superintendent by the School District.

11. DISPUTE RESOLUTION

Except as otherwise stated herein, any and all disputes, controversies or claims arising out of or in connection with or relating to this Contract, or any breach or alleged breach thereof, or any claim that the Board violated any local, state or federal statute or state or federal constitution, including, but not limited to: the Michigan Elliott-Larsen Civil Rights Act, the Michigan Persons with Disabilities Civil Rights Act, the Michigan Freedom of Information Act, the Age Discrimination in Employment Act, and Title VII of the Civil Rights Act of 1964, all as amended; Michigan common law doctrines; or tort claims relating to the employment relationship with the Board shall, upon the request of the party involved, be submitted to and settled by arbitration in the State of Michigan pursuant to the applicable rules of the American Arbitration Association (or at any other place or under any other forum of arbitration mutually acceptable to the parties involved), arbitration under this provision shall be conducted pursuant to the Michigan Arbitration Act, MCL 600.5001 *et seq*, MCR 3.602, and shall be subject to the following terms:

- a. The parties hereto specifically agree to arbitrate with the other party in a joint proceeding with regard to all common issues and disputes. As such, neither party may litigate such claims against each other in court. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.
- b. Notice of the demand for arbitration shall be filed, in writing, with the other party to this Agreement and with the American Arbitration Association ("AAA"). The demand for arbitration shall be made within 180 days after the claim, dispute, or other matter in question arose. Each party is responsible to pay the initiation fee assessed by AAA.

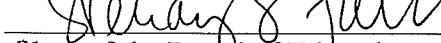
- c. The parties shall have the right to be represented by counsel of their choice and at their cost.
- d. With respect to any statutory claims, the parties shall be permitted pre-hearing discovery in the time and manner provided by the Michigan Court Rules.
- e. An arbitrator shall be chosen according to the American Arbitration Association procedures, and shall be impartial to the matter. The arbitrator shall be sworn to hear and decide the matter fairly.
- f. The arbitrator shall have no power to add to, subtract from, or alter the terms of this Agreement, and shall render a written decision setting forth findings of fact and conclusions of law only as to the claims or disputes at issue.
- g. This arbitration procedure does not waive or limit, in any way, any statutory damages to which a party claims it or he is entitled. The Board shall pay 2/3 of the fees and costs of the arbitrator, and the Superintendent shall pay 1/3 of such fees and costs, however, Superintendent's share of such fees and costs shall not exceed \$500.00. Each party shall pay for its or his own costs and attorney's fees, if any. If any party prevails on a statutory claim that entitles the prevailing party to attorneys' fees, the arbitrator may award reasonable fees to the prevailing party in accordance with such statute.
- h. Any award by the arbitrator shall be final, conclusive, and binding upon the parties, and a judgment thereon may be entered any court, state or federal, having jurisdiction. Upon the entry of an arbitral award in favor of the Superintendent, the Board shall have thirty (30) days after its receipt of such award within which to fully comply with the same, and a judgment may not be entered to enforce such award until such time as the District has had reasonable opportunity to comply with the arbitral award in accordance with this provision.

11. AMENDMENT

This seven page agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be amended, renewed, or extended except by an instrument in writing (addendum or otherwise), duly adopted and executed by the parties.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year herein written.

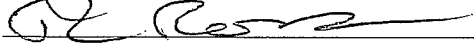
GRAND RAPIDS PUBLIC SCHOOLS BOARD OF EDUCATION

By 

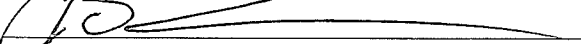
President of the Board of Education

By 

Vice President of the Board of Education

By 

Secretary of the Board of Education

By 

Treasurer

SUPERINTENDENT



Teresa Weatherall Neal

FIRST AMENDMENT TO SUPERINTENDENT
TERESA WEATHERALL NEAL'S CONTRACT OF EMPLOYMENT
GRAND RAPIDS PUBLIC SCHOOLS
GRAND RAPIDS MICHIGAN

THIS FIRST AMENDMENT TO CONTRACT OF EMPLOYMENT is entered into by and between the Grand Rapids Public Schools Board of Education, hereinafter referred to as the "Board" and Teresa Weatherall Neal, hereinafter referred to as the "Superintendent".

WHEREAS, pursuant to the terms of the Contract of Employment entered into March 24, 2014, by and between the Grand Rapids Public Schools Board of Education and Teresa Weatherall Neal, the term of the contract of employment will be extended for an additional year unless the Board takes official action to the contrary; and

WHEREAS, pursuant to the terms of the Contract of Employment entered into March 24, 2014, by and between the Grand Rapids Public Schools Board of Education and Teresa Weatherall Neal, the contract will increase for the 2015 - 2016 school year and:

WHEREAS, the Board has determined that the Superintendent's performance is highly effective for the 2014 - 2015 school year.

THEREFORE, the terms and conditions of the Contract of Employment entered into March 24, 2014, by and between the Grand Rapids Public Schools Board of Education and Teresa Weatherall Neal shall be amended as follows:

1. CONTRACT PERIOD

The Superintendent is employed by the Board from July 1, 2015 through June 30, 2017. The Board may take official action to determine whether or not to extend the term of this contract for an additional school year on or before April 1st of each year; provided however that the term of this contract will be extended for an additional school year each year unless the Board takes official action to the contrary in a public meeting held in conformity with the Open Meetings Act.

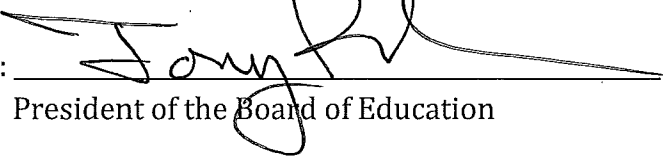
2. COMPENSATION

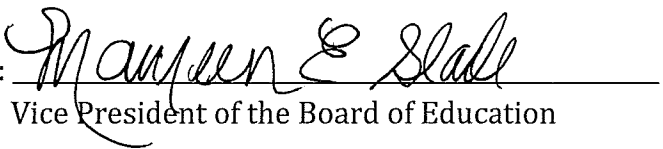
The Board agrees to pay the Superintendent for her services during each year of the contract in equal biweekly installments. The salary for July 1, 2015, through June 30, 2016 shall be \$198,000. The Superintendent will be eligible for a salary increase beyond June 30, 2016.

All other terms and conditions of the Contract of Employment by and between the Grand Rapids Public Schools Board and Teresa Weatherall Neal approved by the Board on March 24, 2014 shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have set their hand this 13 day of June, 2015.

Grand Rapids Public Schools Board of Education

By: 
President of the Board of Education

By: 
Vice President of the Board of Education

By: 
Secretary of the Board of Education

By: 
Treasurer of the Board of Education

Superintendent


Teresa Weatherall Neal

SECOND AMENDMENT TO SUPERINTENDENT
TERESA WEATHERALL NEAL'S CONTRACT OF EMPLOYMENT
GRAND RAPIDS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

THIS SECOND AMENDMENT TO CONTRACT OF EMPLOYMENT is entered into by and between the Grand Rapids Public Schools Board of Education, hereinafter referred to as the "Board", and Teresa Weatherall Neal, hereinafter referred to as the "Superintendent".

WHEREAS, pursuant to the terms of the Contract of Employment entered into March 24, 2014, by and between the Grand Rapids Public Schools Board of Education and Teresa Weatherall Neal, the term of the contract of employment will be extended for an additional year unless the Board takes official action to the contrary; and

WHEREAS, the Board has determined that the Superintendent's performance was highly effective for the 2014-2015 school year; and

WHEREAS, the Board desires to extend the Superintendent's contract for two years beyond the current contract term set forth in the First Amendment to Contract of Employment.

THEREFORE, the terms and conditions of the Contract of Employment entered into January 19, 2016 by and between the Grand Rapids Public Schools Board of Education and Teresa Weatherall Neal shall be amended as follows:

1. CONTRACT PERIOD

The Superintendent is employed by the Board from July 1, 2016 through June 30, 2019. The Board may take official action to determine whether or not to extend the term of this contract for an additional school year on or before April 1st of each year; provided however that the term of this contract will be extended for an additional school year each year unless the Board takes official action to the contrary in a public meeting held in conformity with the Open Meetings Act.

2. COMPENSATION

- a. The Board agrees to pay the Superintendent for her services during each year of the contract in equal biweekly installments. The salary for July 1, 2016, through June 30, 2017, shall be \$198,000. The Superintendent shall receive a salary increase for each of the two remaining contract years at the highest percentage rate given to other employees. If no salary increases are given to other employees, the Superintendent's salary shall remain at the 2016-2017 rate.
- b. Annually, the board shall contribute \$50,000 to fund an annuity providing the Superintendent with tax deferred compensation.

- c. Longevity – On July 1, 2016, the Superintendent will receive a one-time lump sum annual longevity payment of \$20,000. The Superintendent will receive a \$15,000 annual longevity payment each year for the remainder of the contract term.

C. BENEFITS

The Superintendent shall accrue thirty two (32) vacation days at the outset of each year of the contract. The Superintendent may request pay in lieu of taking up to twenty (20) of her earned vacation days paid out at her daily rate. If the Superintendent requests pay in lieu of vacation, she shall notify the Board President of this request by January 31st of each year. Any accrued vacation days that are not used by June 30, will be placed in the Superintendent’s accumulated leave bank at the beginning of each fiscal year. The Superintendent will be paid for all unused vacation days upon the completion of this contract or termination of employment with the district; with such days to be paid at her current daily rate based on a work year of two hundred forty (240) days. The Superintendent may take two (2) vacations annually of five (5) days without prior Board approval. When more than five (5) days of vacation are to be used at a time, the Superintendent shall mutually arrange for the scheduling of such vacation time with the Board President or next authoritative office in the President’s absence.

All other terms and conditions of the Contract of Employment by and between the Grand Rapids Public Schools Board of Education and Teresa Weatherall Neal approved by the Board on March 24, 2014 shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have set their hand this 19th day of January, 2016.

Grand Rapids Public Schools Board of Education

By: [Signature]
President of the Board of Education

By: [Signature]
Vice President of the Board of Education

By: [Signature]
Secretary of the Board of Education

By: [Signature]
Treasurer of the Board of Education

By: [Signature]

Teresa Weatherall Neal, Superintendent