

## SUPERINTENDENT'S EMPLOYMENT AGREEMENT

The Board of Education of the Grosse Ile Township Schools ("Board") agrees to employ Valerie Orr ("Orr" or "Superintendent") as the Superintendent of Schools for the Grosse Ile Township Schools ("School District" or "District"), and the Superintendent agrees to serve the Board and the District in that capacity, according to the following terms and conditions:

1. Term. The District will employ the Superintendent for the period from July 1, 2022 to June 30, 2025. It is understood that the parties will discuss an extension of the parties' Agreement no later than March 31, 2024. It is further understood that in accordance with applicable law, should the Board of Education of the School District desire not to renew this Agreement, the Board will give the Superintendent notice of its decision at least 90 days before the expiration date; otherwise, this Agreement will automatically renew for one more year.
2. Tenure. The Superintendent will not have or acquire tenure as Superintendent of Schools or in any other administrative or assigned capacity. The District's failure to continue the Superintendent's employment after the term of this Agreement, or re-employ her in another capacity, will not be considered a breach of this Agreement.
3. Qualifications. The Superintendent represents and warrants that she meets, and will continue to meet, at least the minimum qualifications and certifications required by the State of Michigan to serve as the District's Superintendent of Schools.
4. Duties. The Superintendent is engaged to perform the duties and responsibilities of superintendent of schools as prescribed by the Board of Education pursuant to the Revised School Code, and as may be established, modified or amended from time to time by the Board. She shall perform her duties over the full 52 weeks of the School District's fiscal year, less applicable vacation, leave and holidays.

The Superintendent acknowledges the ultimate authority of the Board with respect to her assignment and duties, and agrees to faithfully perform the duties and responsibilities assigned by the Board. Further, the Superintendent shall comply with and fulfill all duties and responsibilities required by state and federal law and regulations and carry out the educational programs and policies of the School District for which she is responsible during the term of this agreement. The Superintendent shall devote her talents, skills, efforts and abilities to the competent and proficient fulfillment of all duties and responsibilities of the position assigned. When not out of town, the Superintendent shall be expected to attend meetings of the Board of Education and of its committees when requested and to attend and participate in a reasonable amount of School District functions or other civic activities having relation to the School District's interest within the Grosse Ile Community. The time expended in attending such meetings and activities has been taken into account in setting the aforesaid compensation and thus no additional compensation shall be forthcoming for such attendance.

The Superintendent will not withhold from the Board, and will promptly report to the Board, facts or information which affect or are relevant to the business of the School District. The Board collectively and individually shall refer promptly all criticism, complaints and suggestions called to their attention to the Superintendent for study and recommendation.

5. Board Meetings. The Superintendent shall, among her other duties, prepare the agendas for each Board of Education meeting in consultation with the President of the Board or his/her delegate, and forward same to each member of the board, along with his/her recommendations and any supporting documentation on each agenda item, sufficiently in advance of the meeting so that each member can assimilate such information prior to the meeting at which such agenda items will be considered.

6. Salary and Other Remuneration.

A) *Salary:* The Superintendent's annual salary will be ONE HUNDRED FIFTY THOUSAND (\$150,000) DOLLARS, pro-rated for the number of weeks actually worked, payable in equal installments over the course of the school year.

B) *Method of Payment:* The Superintendent's compensation under this paragraph shall be paid biweekly on the School District's payroll schedule (including start and end dates for purposes of calculating prorations), subject to deductions for withholding taxes, other deductions required by law and other amounts authorized by the Superintendent, with the approval of the Board of Education or its designee.

C) *Merit Pay:* Consistent with the requirements of applicable legislation, the Superintendent shall be eligible for a merit pay payment based upon her performance of up to FIVE THOUSAND (5,000) Dollars, which shall be paid in June or July. The Superintendent shall receive the full amount of such payment if she is rated Highly Effective on her final year-end evaluation; one half of this amount if she is rated Effective on her final year end evaluation, and shall not receive any payment if she is rated Minimally Effective or Ineffective on her final year-end evaluation.

D) *Board Paid Annuity:* The Superintendent shall annually receive a Board- Paid annuity that will be FIVE (5%) Percent of her Salary, as defined above. For the 2022-2023 School Year, this will be \$7500.

E) *Vacation, Medical, Personal and Holidays:* The Superintendent shall be granted twenty-five (25) duty days of vacation during each school year (pro-rated for the number of weeks actually worked), without loss of salary, to be taken at such times as are commensurate with the responsibilities of the position for which she is employed. Vacation days are to be used in the year earned; however, up to ten unused vacation days may be carried over to be used in the next school year. The Superintendent may elect to receive compensation at her per diem salary for any unused vacation days, not to exceed five (5) days per year.

Such days shall be taken at the Superintendent's discretion and reported in the same manner as other employees. Prior notice of scheduling vacation time over five (5) consecutive days shall be provided to the Board of Education.

Annual medical leave allowance of twelve (12) days of which two (2) days may be used for personal business. Unused portions of the leave will be allowed to accumulate to a maximum of 187 days.

between the allowance under the Worker's Compensation Law and her regular salary for the first 60 days. Beginning with the 61<sup>st</sup> day the Superintendent will be compensated according to the terms of the Long-Term Disability Insurance policy.

8. Disability. The Superintendent shall be granted up to 60 (sixty) days of sick leave for personal illness or disability per year as noted above. Such income protection benefit shall not apply at such time that the Superintendent qualifies for long-term disability insurance benefits provided under this agreement. The Superintendent shall furnish medical certification to the Board regarding the necessity for the disability leave. If the Board has reason to doubt the validity of the medical certification supplied by the Superintendent, it may require a second opinion, at Board expense. After taking such disability leave, the Superintendent shall provide the Board a certification that she is fit for duty from the Superintendent's health care provider. A second opinion may be required by the Board, at its expense, unless such a second opinion in this context is precluded by the Family and Medical Leave Act. Should the Superintendent be unable to perform any or all of her duties by reason of illness, accident or other cause beyond her control, and if the disability continues for more than 90 work days during any school year, or if it is permanent, irreparable or of such a nature as to make the performance of the Superintendent's duties impossible, the Board may, in its discretion, terminate this agreement, and all the duties, rights and obligations of both parties shall end.

9. Expenses. The District will reimburse the Superintendent for reasonable and necessary expenses incurred on District business upon her presentation of itemized expense statements in accordance with the District's expense reimburse policies and procedures. All mileage reasonably incurred by the Superintendent, will be reimbursed to the Superintendent, with the reimbursement determined with reference to rules publishes by the Internal Revenue Service. The rate per mile will likewise be determined with reference to rates published by the Internal Revenue Service.

10. Cell Phone Allowance The Board shall provide a monthly allowance of Eighty Dollars (\$80) for the use and maintenance of a cell phone and data plan in lieu of a District provided cell phone. This cell phone allowance will cover all associated cell phone and data plan expenses. No additional cell phone and data plan expenses will be provided.

11. Other Work and Interests. The Superintendent may not accept other employment or work, or acquire interests, that may be averse to or otherwise interfere with his/her ability to execute her duties under this Agreement, except with prior notice to and approval by the Board.

12. Professional Development. The District will pay, or reimburse the Superintendent, for reasonable costs associated with membership in appropriate professional organizations, as well as the cost of registration for attending professional development activities, such as professional conventions, meetings and conferences, for which she has obtained Board approval. Absent Board approval, the Superintendent will pay the travel/lodging costs associated with attending professional development activities, such as professional conventions, meetings and conferences.

13. Evaluation. The Board shall engage in a systematic evaluation of the Superintendent's performance annually and in accordance with Board policy and the law. In addition, the parties

The following days shall be recognized and observed as paid holidays:

Labor Day	New Year's Eve Day	Independence Day
Thanksgiving Day	New Year's Day	
Day after Thanksgiving	Good Friday	
December 24	Spring Break Monday	
Christmas Day	Memorial Day	

Easter Monday, MLK Day and Winter Break will be paid as a holiday when it occurs on the Common Calendar.

7. Fringe Benefits. The District will provide the Superintendent the following fringe benefits:

A) *Disability Insurance*. The Board shall provide without cost to the Superintendent comprehensive Sick and Accident Insurance on a Long Term Disability policy assuring payment to the Superintendent in the event of illness. Monthly benefits will commence after the 61st day of disability and benefits will be payable to age 65 at 66 2/3% of Superintendent's salary according to the insurance policy in effect. If the Superintendent has days of accumulated sick leave beyond the 61st day of disability, she shall be guaranteed full take home pay for the number of days. she shall receive from the Board the difference between the allowance under the insurance and her regular salary (after taxes) to the extent and until such time as she shall have used up any leave time provided.

(B) *Medical, Dental, Vision*. The Superintendent has waived Medical, Dental and Vision insurance in return for a lump-sum "cash in lieu" payment of THREE THOSAND SIX HUNDRED (\$3,600) Dollars annually, to be paid one-half (\$1,800) at the first payroll for the school year and one half (\$1,800) at the first payroll following open enrollment, assuming the Superintendent elects to maintain her current waiver of Health, Dental and Vision insurance benefits without change in open enrollment. The Superintendent may revise this election, if and as eligible, upon the occurrence of a qualifying event under the Consolidated Omnibus Budget Reconciliation Act (COBRA) or during the next succeeding open enrollment period for District staff. In the event the Superintendent experiences a qualifying event that causes her to take District Health, Dental and Vision insurance, then the pro-rated value of the cash in lieu payment shall be deducted from her next ten (10) successive payroll checks, regardless of whether such deduction occurs partially in one fiscal year and partially in another fiscal year.

(C) *Contributions*. In the event the Superintendent elects District Health, Dental and Vision insurance, she will contribute 20% of the illustrative health care rate as required by 2011 PA 152 or make the payments for amounts in excess of the statutory hard-cap, whichever election is currently being undertaken by the School District at the time she so elects. This amount will be an automatic deduction from her pay checks and may be prorated based on mid-year experience of a qualifying event or open enrollment.

(D) *Life Insurance*. The Board agrees to provide the Superintendent with life insurance and Accidental Death and Dismemberment protection in the amount of three times the base salary, up to a maximum of \$300,000.

(E) *Disability Leave*. If the Superintendent is absent because of an injury or disease compensable under the Michigan Worker's Compensation Law she shall receive from the Board the difference

agree to meet quarterly (no later than September 15, December 15, March 15, and June 15 to review progress on District goals and related performance issues.

14. Indemnification. The District will defend and indemnify the Superintendent in the event she becomes a party or is threatened to be made a party to any threatened or pending civil action for acts or omissions within the scope of her employment as Superintendent of Schools. The Superintendent will immediately notify the Board and the District of any request for defense or indemnification. The Board and the District have the right to conduct the defense of any civil action for which the Superintendent requests defense or indemnification and the Superintendent will fully cooperate with the Board and the District in such defense. This paragraph survives the expiration of this Agreement.

15. Termination: This agreement will terminate on June 30, 2024 unless extended per the provisions in Section 1. "Term". The Superintendent may terminate this Agreement during its term by providing the Board with at least 60 days' advance notice. The District's Board of Education may terminate this Contract during its term without further liability to the Superintendent under this Contract or otherwise, for a reason or reasons that are not arbitrary or capricious. Prior to rendering such a decision, the Superintendent shall be entitled to meet with not less than a majority of the Board of Education to be apprised of such reasons and may answer thereto at such time.

16. Arbitration. The Superintendent and the District agree that any and all claims arising from, or relating to, the Superintendent's employment with the District or this Agreement will be subject to FMLA and binding arbitration according to the American Arbitration Association's National Rules for the Resolution of Employment Disputes. The Superintendent and the District also agree that a judgment on the award of the arbitrator(s) may be entered in any court of competent jurisdiction. The Superintendent and the District acknowledge and agree this paragraph of this Agreement precludes either from filing covered claims in court and, therefore, waive any otherwise available right to trial by jury.

17. Limitations of Actions. The Superintendent and the District agree that any civil action or demand for arbitration must be filed no later than 180 calendar days from the date on which the claim or cause of action upon which the civil action or demand for arbitration is based accrued or no later than 180 days from the termination of the Superintendent's employment, whichever is sooner. The District and the Superintendent waive any longer limitations period.

18. Waiver of Breach. The Board and the District will not waive any breach of any provision of this Agreement except in writing. Such a waiver will not waive future breaches.

19. Severability. If any provision of this Agreement is prohibited by the laws of the United States or the State of Michigan, that provision will be unenforceable without invalidating the remaining provisions of this Agreement.

20. Entire Agreement. This Agreement is the parties' entire agreement and supersedes any  
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other prior or contemporaneous agreement, written or verbal. The Agreement may not be modified or rescinded except by another written agreement, approved by the Board in a public meeting, and signed by both the parties.

**GROSSE ILE TOWNSHIP SCHOOLS**

By: \_\_\_\_\_  
Daniel Murphy, Board President

Dated: \_\_\_\_\_

By: Nadia Tonova  
Nadia Tonova, Board Secretary

Dated: 6-28-22

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Valerie Orr

Dated: \_\_\_\_\_