

**EAU CLAIRE PUBLIC SCHOOLS
CONTRACT OF EMPLOYMENT
Superintendent**

RECEIVED JUL 20 2012

Pursuant to Section 1229 (2) of the Revised School Code and in accordance with the action found in the minutes of the Board of Education of the Eau Claire Public Schools ("Board") meeting held on June 25, 2012, the Board employs **Mark Costello** (Superintendent) for one year period beginning July 1, 2012 and ending on June 30, 2013, according to the terms and conditions described below:

Duties-Mark Costello shall perform the duties of Superintendent and for the district as prescribed by the Board and as may be established, modified or amended from time to time by the Board.

- A. Superintendent acknowledges the ultimate authority of the Board respect to his/her duties and agrees to faithfully perform those duties and to diligently implement the Board's policies and education programs.

Qualifications-Superintendent represents that he/she possesses and shall maintain all certificates, credentials and qualifications required by law, including Michigan Department of Education Regulations, and those required by the Board to serve in the position assigned. As a condition of his/her continued employment, Superintendent also agrees to meet all continuing educational requirements for the position assigned and may be required by law or the Michigan State Board of Education. If at any time Administrator fails to maintain all certificates, credentials, continuing educational requirements, or qualifications for the assigned administrative position, this "Contract" shall automatically terminate and the Board shall have no further contractual obligations.

Performance-Superintendent agrees to devote his/her talents, skills efforts and abilities toward competently performing all duties and responsibilities of the position assigned, including compliance with the directives of the Board to carry out its policies and educational programs. Administrator pledges to use his/her best efforts to maintain and improve the quality of School District operations and to constantly promote efficiency in all areas of his/her responsibility. Further, Mark Costello, agrees to comply with and fulfill all responsibilities and tasks for which he/she is responsible as required by state and federal law, as well as by the Board.

Compensation-Superintendent shall be paid at an annual (12-month) salary rate of not less than seventy-five thousand (\$75,000) in consideration of his/her performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board.

- A. The Board retains the right to adjust the annual salary of the Superintendent

during the term of this "Contract". Any such salary adjustment shall not reduce the annual salary below the minimum annual salary prescribed above.

- B. Any adjustment in salary made during the term of this "Contract" shall be in the form of a written amendment, and when executed by Superintendent and the Board, shall become a part of this "Contract".

Vacation-Superintendent is employed on the basis of fifty-two (52) weeks of per fiscal year (July 1 through June 30) as scheduled by the Board. Superintendent shall be granted vacation time of twenty (20) days per year.

- A. Vacation days must be used within the fiscal year for which they are made available and Superintendent shall not receive any additional compensation in lieu of vacation days.
- B. Superintendent shall schedule use of vacation days in a manner to minimize interference with orderly operation and conduct of School District business. All scheduling of vacation is subject to the Superintendent's approval. Superintendent may carry over five vacation days with the approval of the Board.

Performance Evaluation-Superintendent's performance shall be evaluated by the Board semi-annually, before March 1, of a school year. Administrator agrees to be evaluated with the Board approved administrative evaluation instruments. The following personal goals, as well as established district goals, have been established for the Administrator to devote his/her talents to:

- 1) Develop and implement strategies to correct and/or terminate incompetent staff members.
- 2) Support and advancement of a balance assessment curriculum
- 3) Develop and maintain high curriculum standards for students in the classroom
- 4) Develop and set high performance goals and objectives with teachers
- 5) Supervise home Football and Basketball games
- 6) Write a monthly building report to the Board
- 7) Member of one local Community Organization

Termination for Cause-The Board shall be entitled to terminate the Superintendent's employment at any time during the term of this "Contract" for acts of moral turpitude, misconduct, dishonesty, insubordination, incompetence, inefficiency, or if Administrator materially breaches the terms and conditions of this "Contract".

- A. The foregoing standards for termination of this "Contract" during its term shall not apply to non-renewal of this "Contract" at the expiration of its term, which decision is discretionary with the Board.

B. In the event that the Board undertakes to dismiss Elementary School during the term of this "Contract", he/she shall be entitled to written notice of charges and an opportunity for a hearing before the Board. In the event of termination of employment for during the term of this "Contract", this "Contract" shall automatically terminate and the Board shall have no further contractual obligation.

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

- A. If the Board (or designee) has reason to doubt the validity of the medical certification supplied by Superintendent, it may require a second opinion at Board expense.
- B. Superintendent may request a ninety (90) workday unpaid leave extension in the event of his/her physical or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is a verified prognosis that Administrator will be able to resume his/her duties at the end of the extended leave interval. Medical certification shall be supplied by Elementary School Principal as a condition to any leave extension. Any extension of leave for this purpose shall be at the Board's discretion.
- C. Superintendent is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any leave extension), his/her employment and this "Contract" may be terminated at the Board's option. However, no such termination shall occur where restoration after leave is required by the Family and Medical Leave Act.
- D. Prior to any resumption of duty after an unpaid leave of absence for a serious health condition, Superintendent shall provide to the Board a fitness for duty certification from District's health care provider. A second opinion may be required by the Board, at its expense, unless the securing of the second opinion is precluded by the Family and Medical Leave Act.

No Tenure In Position- Superintendent agrees that he/she shall not be deemed to be granted continuing tenure in the position initially assigned or to which he/she 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 Board's decision not to continue or renew Administrator's employment for any subsequent period in any capacity, other than as a classroom teacher as may be required by the Michigan Teachers' Tenure Act, be deemed of this agreement or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

Medical Examination-Superintendent shall submit to such medical examinations, supply such information, and execute such documents as may be required by any underwriter, policyholder, or third-party administrator providing insurance programs specified under this contract.

- A. Upon request of the Board, Superintendent shall authorize the release of medical information necessary to determine if Superintendent is capable of performing the essential job functions required by his/her assignment, with or without reasonable job accommodation(s). Any physical or mental examination or disclosure of such information required of Superintendent by the Board shall be job-related and consistent with business necessity.
- B. 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 confidential.

Holidays-Superintendent is entitled to the following holidays for which no service to the School District is required: July 4, Friday Before Labor Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King's Birthday, President's Day, Good Friday and Memorial Day.

Authorized Absence- If Superintendent is absent from duty on account of personal illness or disability, he/she shall be allowed full pay of a total of twelve (12) days per year. Unused paid leave days shall be cumulative to a maximum of ninety (45) days absence due to personal illness or disability of the administrator.

Reimbursed Expenses-Superintendent shall be eligible to be reimbursed for travel, meals, and lodging in accordance with per diem expense and reimbursement procedures established by the Board. Any expense to be incurred by Superintendent for out-of district travel shall be submitted in advance for review and approval by the Board or its designee. Superintendent shall be required to present an itemized account of his/her reasonable and necessary expenses with direction of the Board or its designee. The Superintendent is to be reimbursed for up to three (3) semester hours in Educational Leadership each year. Reimbursement shall include tuition fees for Michigan State University and Western Michigan University or the average of the two if another university is chosen.

Entire Agreement-This "Contract" contains the entire agreement and understanding between the Board and Administrator as to the employment of

Superintendent. Representations, promises, contracts or understandings (written or oral) not contained in this "Contract" have no effect.

A.

All prior agreements pertaining to, connected with, or arising in any manner out of the employment Administrator by the board. are terminated and shall have no effect. Provided, however, that this Contract is voidable under the Revised School Code's provisions pertaining to criminal record checks.

B. No change or modification of this Contract shall be valid or binding unless it is in writing and signed by Superintendent and the Board.

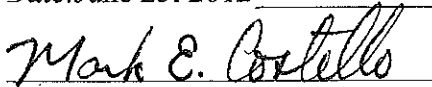
C. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provisions of this Contract at such time or any other time.

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

Authorization-This Contract is executed on behalf of the School District pursuant to the authority contained in the resolution of the Board adopted on June 25, 2012, the same being incorporated herein by reference.

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

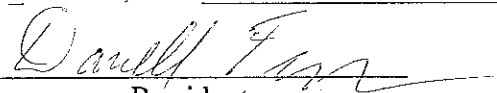
Date: June 25, 2012 _____



Administrator

EAU CLAIRE PUBLIC SCHOOLS
BOARD OF EDUCATION

Date: June 25, 2012 _____

By: 
President