

Eau Claire Public Schools
Contract of Employment - Superintendent

Pursuant to Section 1229(1) of the Revised School Code and in accordance with the action found in the May 26, 2015 meeting minutes of the **Board of Education** (“Board”) of the **Eau Claire Public Schools** (“School District”), the Board employs **David Gray** (“Superintendent”) for a three (3)-year period beginning July 20, 2015 and ending on June 30, 2018, according to the terms and conditions of this Contract of Employment as specifically described below. Any extension of this Contract requires the express approval of the Board as set forth below. *NOTE: Contract amount for 2015-16 to be pro-rated based upon an effective start date of 20 July 2015.*

1. **Duties.** David Gray shall faithfully and diligently perform the duties of Superintendent as required by law and as prescribed by the Board, as well as those duties that may be further established, modified, or amended from time to time by the Board.
 - A. The Superintendent acknowledges the ultimate authority of the Board as to his duties and agrees to faithfully perform those duties and to diligently implement the Board’s policies, regulations, rules, directives, and education programs.
 - B. The Superintendent is subject to assignment and transfer to another position of administrative employment in the School District at the Board’s discretion.

2. **Qualifications.** The Superintendent represents that he possesses and will maintain all certificates, credentials, and qualifications required by law, including Revised School Code Sections 1246 and 1536, applicable administrative regulations, and those required by the Board to serve in the position assigned, including, but not limited to Board Policy.
 - A. As a condition of continued employment, the Superintendent also agrees to meet all certification and continuing education requirements for the position assigned, as may be required by law, including applicable administrative regulations.
 - B. If at any time the Superintendent fails to maintain all certificates, credentials, continuing education requirements, or qualifications for the assigned administrative position, this Contract shall automatically terminate and the Board shall have no further obligation.

3. **Performance.** The Superintendent agrees to devote his talents, skills, efforts, and abilities toward competently and proficiently 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.
 - A. The Superintendent agrees to comply with and fulfill all responsibilities and tasks for which he is responsible as required by state and federal law and regulation, as well as by the Board through its policies, regulations, and directives.

- B. The Superintendent pledges to use his best efforts to maintain and improve the quality of School District operations and to constantly promote efficiency in all areas of his responsibility.
 - C. The Superintendent agrees that he will diligently and competently discharge his duties on behalf of the School District to enhance its operations and will use his best efforts to maintain and improve the quality of the District's programs and services.
4. **Performance Evaluation.** The Superintendent's job performance shall be evaluated by the Board in writing and at least annually. The evaluation shall comply with Section 1249 of the Revised School Code (or its successor provisions). See MCL 380.1249. The Superintendent shall annually provide a written reminder to the Board of its evaluation obligation.
5. **Contract Extension.** This Contract may be extended either by Board option or operation of law as follows:
- A. The Board, no later than March 30 of each year of the Contract, may extend the Contract for an additional one (1) year period. By exercising this option, the Board shall also establish the annual salary to be paid to the Superintendent for the Contract year included in the extension. All other terms and conditions of the Contract shall remain unchanged unless expressly agreed in writing by both the Superintendent and the Board.
 - B. Unless the Board gives written notice of nonrenewal of this Contract at least ninety (90) days before the Contract's termination, this Contract will automatically renew for an additional one (1) year period as provided in Section 1229(1) of the Revised School Code. MCL 380.1229(1).
6. **No Tenure in Position.** In accordance with the Teachers' Tenure Act, the Superintendent agrees that he shall not be deemed to have been granted tenure in the position of Superintendent or to any other administrative position in the School District to which he may be assigned, 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.
7. **Base Compensation.** The Superintendent shall be paid at an annual (12-month) salary rate of not less than One Hundred Ten Thousand Dollars (\$110,000.00) but pro-rated for the 2015-2016 Contract in the amount of \$105,000 a year in consideration of his performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board and as scheduled by the Board.
- A. The annual salary shall be paid in equal bi-weekly installments, beginning with the commencement of the Contract year (July 1 - June 30).
 - B. The Superintendent's contractual salary constitutes the total compensation to be paid to the Superintendent for his services, regardless of the hours of service required to perform the job, and no overtime or additional compensation will be paid for such services except as otherwise specifically provided in this Contract.

- C. The Board retains the right to adjust the Superintendent's annual salary during the term of this Contract. Any such salary adjustment shall not reduce the annual salary below the minimum annual salary prescribed above unless otherwise mutually agreed by the Administrator. Any adjustment in salary made during the term of this Contract shall be in the form of a written amendment and, when executed by the Superintendent and the Board, shall become a part of this Contract. Unless expressly stated in writing, any such salary adjustment amendment shall not be considered a new Contract or an extension of the Contract's termination date.
- D. Consistent with Section 1250 of the Revised School Code, the Superintendent's job performance and job accomplishment as evaluated pursuant to Paragraph 4 of this Contract will be a significant factor in determining any adjustment to the Superintendent's compensation. See MCL 380.1250.
8. **Tax-Deferred Income.** The Board shall contribute Seven Thousand Five Hundred Dollars (\$7,500) per Contract year as a non-elective contribution to a deferred income plan designated by the Superintendent from a list of eligible programs. This Board-paid contribution shall be made in a single lump fund upon employment and on or by July 1 of each contract year and shall conform to the requirements of Internal Revenue Code.
9. **Technology Allowance.** The Board shall provide the Superintendent with a mobile phone and related service plan, as well as a laptop computer and a tablet. Those devices are considered District property for the Superintendent's exclusive use.
10. **Vehicle Allowance.** In lieu of a monthly vehicle allowance it is mutually agreed that the Superintendent shall have his mileage reimbursed at the allowed income tax reimbursement rate upon submittal for approval.
11. **Reimbursed Expenses.** Consistent with Board Policy, the School District shall reimburse the Superintendent for all reasonable expenses resulting from the performance of his duties as Superintendent, including travel, meals, and lodging in accordance with the School District's per diem expense and reimbursement procedures.
12. **Professional Dues.** The School District shall pay the Superintendent's association dues for membership in the American Association of School Administrators (AASA), the Michigan Association of School Administrators (MASA), and the MASA region in which the School District is located. Subject to prior approval by the Board President, the School District will pay the Superintendent's costs of memberships in other appropriate professional organizations.
13. **Professional Development.** The School District shall pay for the Superintendent to attend MASA professional meetings at local and state levels, the expenses of which shall be paid pursuant to Board policy for related registration fees, tuition, travel, lodging, and reasonable meal expense. Other state or national professional development activities or continuing education expenses require approval by the Board President and consistent with Board policy. The Superintendent's time away from the District and his administrative responsibilities shall be limited and reasonable as determined by the Board.

14. **Insurance Programs.** Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder, or third-party administrator, the Board shall make premium payments on behalf of the Superintendent and his eligible dependents for the same insurance benefits (including long-term disability insurance) or cash in lieu of insurance as provided by the School District to full-time, professional administrative staff on the same basis as is available to those staff members in accord with Board policy and subject to change on the same basis as changed for full-time, professional administrative staff. *NOTE: the above contract language is mutually waived by the Superintendent and the Board of Education at this time given the Superintendent already has health insurance being provided through the Michigan Retirement System (MSPERS). Should a change in status occur the Superintendent will notify the Board President in writing once a change in status is known.*
- A. Consistent with the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq., the Board is limited to the amount which it may pay for the above-referenced insurance programs. The Board will notify the Superintendent of the amount for which he is responsible in excess of the Board-paid benefit plan cost contributions. The Superintendent agrees that the amount of benefit plan cost contributions designated by the Board as the Superintendent's responsibility shall be payroll-deducted from the Superintendent's compensation. *NOTE: the language in 14A would only be implemented upon mutual agreement of the Board of Education and the Superintendent.*
- B. The Board shall provide term life insurance in the amount of three (3) times the Superintendent's base compensation in ¶ 7.
15. **Insurance Contracts.** The Board reserves the right to change the identity of the insurance carrier, policyholder, or third-party administrator for any of the coverage for the plans and programs identified in ¶ 14 for which the Board is paying for as long as comparable coverage (as determined by the Board) is maintained during the term of this Contract. Additionally, the Board reserves the right to self-fund any of the benefits listed in ¶ 14.
- A. The Board shall not be required to remit premiums for any insurance coverage for the Superintendent and his eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder, or third-party administrator.
- B. The terms of any contract or policy issued by any insurance company or third-party administrator and paid for by the Board shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters.
- C. The Superintendent is responsible for ensuring the completion of all forms and documents needed to receive the above-described insurance coverage if such is paid for by the Board.
- D. The Board, by remitting the applicable premium payments required to provide the above-described insurance coverage(s), shall be relieved from all liability with respect to insurance benefits.
16. **Errors and Omissions Insurance.** The Board agrees to pay the premium amount for errors and omissions insurance coverage which includes the Superintendent while engaged in the

performance of a governmental function and while the Superintendent is acting within the scope of his employment authority.

- A. The terms of the errors and omissions insurance policy shall control the Superintendent's defense and indemnity. The Board's sole obligation shall be limited to the payment of premium amounts for the above errors and omissions coverage.
 - B. If such insurance coverage cannot be purchased at a reasonable premium rate, the Board has the right to discontinue said coverage and will notify the Superintendent. In that event, the Board agrees on a case-by-case basis to consider providing legal defense or indemnification to the Superintendent as authorized under MCL 691.1408 and MCL 380.11a(3)(d).
17. **Vacation.** The Superintendent is employed on the basis of fifty-two (52) weeks of work per contract year (July 1 - June 30), as scheduled by the Board. The Superintendent shall be granted vacation time of twenty (20) days per contract year, in addition to the holidays recognized by the School District and identified in ¶ 18 below.
- A. The Superintendent shall schedule use of vacation days in a manner to minimize interference with the School District's business and orderly operation. The Superintendent shall not schedule his vacation during a time at which his presence and leadership are critical to the District as determined by the Board President.
 - B. Vacation days must be used within the Contract year for which they are made available and shall not accumulate beyond the Contract year. The Superintendent may carry over up to ten (10) unused vacation days into the next contract year without Board approval. Additional carryover vacation days beyond ten (10) require Board approval.
 - C. No compensation will be paid to the Superintendent for any unused vacation days upon his separation from employment with the District.
18. **Holidays.** Consistent with the School District's calendar, the Superintendent is entitled to the following holidays for which no service to the School District is required: New Year's Eve Day, New Year's Day, Good Friday, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Friday before Labor Day, Labor Day, Thanksgiving and the day after Thanksgiving, Christmas Eve Day and Christmas.
19. **Personal Leave Days.** The Superintendent shall be granted personal leave of twelve (12) days per Contract year. Unused paid leave days shall accumulate to a maximum of ninety (90) days for use for absence due to personal illness only. The Superintendent shall schedule use of personal leave in a manner to minimize interference with the School District's business and orderly operation.
20. **Moving Expenses.** The Board agrees to reimburse David Gray costs incurred to move his belongings from his prior home in Eaton Rapids, Michigan, to storage in Benton Harbor, Michigan, upon submittal of proof that the moving costs have been paid.
21. **Disability Leave.** In the event of the Superintendent's mental or physical incapacity to perform his duties, he shall be granted an initial leave of ninety (90) work days for purpose of recovery. The

Superintendent shall first exhaust any accumulated personal leave and accrued vacation time, with the balance of the ninety (90) work-day period to be unpaid. Health plan premium payments shall be made on behalf of the Administrator during this interval to the extent required by law. Upon using leave under this provision, the Superintendent shall furnish medical certification to the Board (or its designee) as to the necessity for the leave.

- A. If the Board (or designee) has reason to doubt the validity of the medical certification supplied by the Superintendent, a second opinion may be requested, at Board expense.
 - B. The Superintendent may request a ninety (90) work-day unpaid leave extension in the event of his 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 the Superintendent will be able to resume his duties at the end of the extended leave interval. Medical certification shall be supplied by the Superintendent as a condition to any leave extension. Any leave extension for this purpose shall be at the Board's discretion.
 - C. If the Superintendent is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any leave extension), his employment and this Contract may be terminated at the Board's option. However, no such termination shall occur when restoration after leave is required by the Family and Medical Leave Act.
 - D. Before any resumption of duty after an unpaid leave of absence for a serious health condition, the Superintendent shall provide to the Board a fitness-for-duty certification from the Superintendent'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.
21. **Medical Examination.** The Superintendent shall submit to such medical examinations (including drug or alcohol tests, as well as psychological or psychiatric evaluation), 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, or as may be directed by the Board to determine the Superintendent's ability to perform the essential job functions required by his assignment, with or without reasonable job accommodation(s).
- A. As a condition precedent to fulfilling the duties and obligations under the Contract, the Superintendent agrees to undergo a comprehensive medical examination and to provide the Board with a physician's verification of his physical ability to perform the essential job functions of his assignment.
 - B. Thereafter, upon the Board's request, the Superintendent agrees to undergo an appropriate medical or psychological examination and shall authorize the release of medical information necessary to determine if the Superintendent is able to perform the essential job functions required by his assignment, with or without reasonable job accommodation(s).
 - C. Any medical or psychological examination or disclosure of such information required of the Superintendent by the Board shall be job-related and consistent with business necessity.

- D. Any medical or psychological examination under this section shall be at Board expense and shall be conducted by appropriate medical personnel of the Board's choice.
 - E. Any information obtained from medical examinations or inquiries shall be confidential. The Superintendent may receive the results of Board-ordered tests and examinations upon written request.
22. **Nonrenewal.** The Board's decision to discontinue or non-renew the Superintendent'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), shall not be deemed a breach of this Contract or a discharge or demotion pursuant to the Michigan Teachers' Tenure Act.
23. **Termination by Board.** The Board is entitled to terminate the Superintendent's employment at any time during the term of this Contract when it determines that the Superintendent has engaged in any act of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if the Superintendent materially breaches the terms and conditions of this Contract, or for any other reason that is not arbitrary or capricious.
- A. The foregoing standard for termination of this Contract during its term do not apply to nonrenewal of this Contract at the expiration of its term, which decision is discretionary with the Board and shall be governed by Section 1229 of the Revised School Code, MCL 380.1229.
 - B. If the Board undertakes to dismiss the Superintendent during the term of this Contract, he shall be entitled to written notice of charges and an opportunity for a hearing before the Board. The Superintendent may be accompanied by legal counsel at the hearing, and the cost of such counsel shall be paid by the Superintendent.
 - C. If the Board terminates the Superintendent's employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further contractual obligation to the Superintendent.
24. **Arbitration.** If a dispute relating to the Superintendent's termination arises during the term of this Contract, the parties agree to submit such dispute 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, and shall comply with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.
- A. The parties intend that this process of dispute resolution shall include all contract and statutory claims advanced by the Superintendent arising from his termination during the term 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 the Superintendent 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 the Superintendent. Instead, this agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings.

- B. This agreement to arbitrate means that the Superintendent 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, the Superintendent has the right to representation by counsel of his choice and at his expense, the right to appointment of a neutral arbitrator, the right to reasonable discovery, and the right to a fair hearing. However, the Superintendent, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.
 - C. The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and the Superintendent, subject to the Superintendent's right to seek to tax such fees as costs against the Board.
 - D. 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 eighty (180) days of the effective date of the Superintendent's termination during the term of this Contract. The arbitrator's decision and award shall be final and binding on the parties. Judgment thereon may be entered in the Berrien County Circuit Court pursuant to MCL 691.1681.
25. **Limitations.** The Superintendent agrees that any claim or suit for breach of this Contract or otherwise arising out of his 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. The Superintendent 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 this contractual six (6) month limitations period 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 lawsuit, it is the parties' intent that the court will enforce this provision to the extent possible and declare the lawsuit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.
26. **Entire Agreement.** This Contract contains the entire agreement and understanding between the Board and the Superintendent about the Superintendent's employment. Prior or concurrent representations, promises, contracts, or understandings (written or oral) not contained in this Contract have no effect.
- A. Any prior agreement (written or oral) pertaining to the terms of this Contract is cancelled and superseded by this Contract. Provided, however, that this Contract is voidable under the Revised School Code's provisions pertaining to criminal history and records checks.
 - B. No change or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board as reflected in its minutes, and signed by the Superintendent and the President and Secretary of 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 at any other time.
27. **Separability.** Whenever possible, this Contract shall be interpreted in a manner to be effective and valid according to Michigan law. If any provision of this Contract becomes or is declared by a

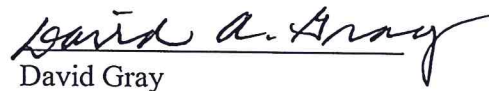
court of competent jurisdiction to be illegal, unenforceable, or void, this Contract shall continue in full force and effect without said provision(s).

28. **Governing Law.** This Contract is governed by and shall be interpreted in accord with the laws of the State of Michigan.
29. **Jurisdiction/Venue.** The proper jurisdiction and venue for any action to enforce this Contract or interpret its terms is the Berrien County Circuit Court, State of Michigan (except as the parties have otherwise agreed to arbitration in ¶ 24).
30. **Authorization.** This Contract is executed on behalf of the School District pursuant to the authority contained in the Board resolution adopted on May 26, 2015, the same to be incorporated by reference.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on the date noted.

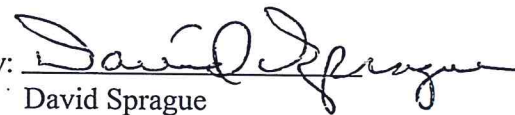
SUPERINTENDENT

Date: May 26, 2015

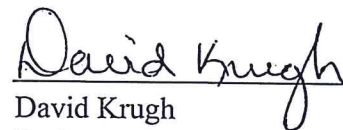

David Gray

EAU CLAIRE PUBLIC SCHOOLS
BOARD OF EDUCATION

Date: May 26, 2015

By: 
David Sprague
Its President

Date: May 26, 2015

By: 
David Krugh
Its Secretary