



January 20, 2012

Ms. Teresa Weatherall Neal
1331 Franklin SE
Grand Rapids, MI 49506

Re: Appointment – Interim Superintendent

Dear Ms. Neal:

On behalf of the Grand Rapids Board of Education, it is my pleasure to officially confirm your service as the Interim Superintendent of the Grand Rapids Public Schools. Your duties as Interim began January 4, 2012 and will continue through June 30, 2012 or until a new superintendent is employed by the Board of Education, whichever first occurs.

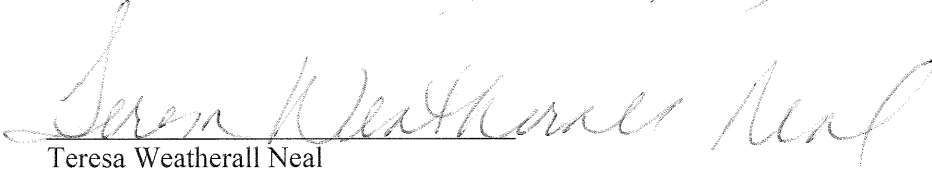
In your role as the Interim Superintendent, you will report directly to the Board of Education, which as you know, is initiating a search process for a new superintendent. The Executive Committee is available to assist you in the performance of your new duties and responsibilities during this transition period. At your request, the Board will meet in closed session to conduct a periodic performance evaluation, on not more than a monthly basis during the period of the interim superintendency. When your service as Interim is completed, your existing contract will continue, as written.

We very much appreciate your willingness to serve our District's children and families in this new capacity during the transition and search process. As we have discussed, for each week in which you serve as the Interim Superintendent, your existing salary will be increased by \$741.00.

Please confirm your acceptance of this appointment by signing below where indicated. This letter constitutes an amendment to your existing contract. Again, we thank you for your continued dedication to our students and our District.

Sincerely,


Senita Leneer, Board President


Teresa Weatherall Neal
Date: January 20, 2012

Cc: GRPS Board of Education

EMPLOYMENT AGREEMENT

This agreement is made between the Board of Education of the Grand Rapids Public Schools (hereinafter "Board") and Teresa Weatherall Neal (hereinafter "Administrator"), a member of the District's Executive Staff.

W I T N E S S E T H:

1. Term. Subject to other provisions herein regarding layoff, nonrenewal and termination, the Administrator shall be employed by the Board for a contract term of July 1, 2010 through June 30, 2012. The Administrator shall be assigned for a calendar of July 1, 2010 to June 30, 2012. In the event that Administrator receives an overall satisfactory evaluation as of May 1, 2011, this agreement shall be extended for one additional year from July 1, 2012 to June 30, 2013.

2. Employment and Duties. The Board employs Administrator to perform such administrative duties and responsibilities as may be assigned by the Superintendent.

3. Performance. Administrator agrees to faithfully and competently perform such duties as are assigned by the Superintendent and as required by law, to the satisfaction of the Board and its Superintendent. Administrator also agrees to faithfully and competently perform the duties of his/her position in accordance with the adopted calendar and in accordance with Board policies, rules and regulations now in existence or which may be adopted during the term of this agreement.

4. Qualifications. Administrator represents that s/he holds all certificates and meets all other qualifications required both by law and the Board for the assigned position. If Administrator is assigned to another administrative position or if additional qualifications are required during the course of this

agreement, Administrator agrees to promptly obtain the certificates and qualifications required by law or the Board within a reasonable time or such time as may be prescribed by law, whichever is shorter. This agreement is subject to layoff, nonrenewal or termination. Further, this agreement is void in the event that Administrator's required certifications expire, or are suspended or revoked by proper legal authority during its term. To the extent that certifications or educational transcripts are required credentials, Administrator is obligated to maintain a current certificate and to file same and an official transcript of credit with the District prior to the commencement of service.

5. Reassignment. At any time during the term of this agreement, the Administrator is subject to reassignment and/or transfer to a new or different administrative position at the sole discretion of the Superintendent and at the same salary as the initial year of this agreement.

6. Compensation. The annual salary paid to Administrator shall be \$118,595 in the first year of this agreement. The Board is authorized to make such payroll deductions as may be required by law or authorized by the Administrator. The annual salary shall be prorated to: (a) reflect services actually rendered except when time away from work is consistent with policies of the Board; and (b) contract start or termination dates. If the Administrator is paid compensation which is in excess of compensation earned to the date of termination of employment, the Administrator agrees to reimburse the Board in an amount equal to such unearned compensation or authorize withholding of necessary amounts from any payments yet owed to Administrator. If applicable, during the term of this agreement, the Board through its Superintendent and the Administrator shall develop a system for compensating Administrator which complies with the Michigan Revised School Code, as amended from time to time.

7. Benefits. A.) By virtue of this agreement, the Board shall provide Administrator with the benefits stated herein or in applicable Board Resolutions or policies applicable to Executive Staff as of the date of this agreement, as amended from time to time. Unless otherwise stated in this agreement, Executive Staff members shall be entitled, at a minimum, to all of the benefits described in the Exempt Employee Manual as adopted by the Board from time to time (excluding longevity and mileage). B.)The Administrator shall contribute ten (10) percent co-pay toward the monthly health insurance premiums or such other co-pay as is established by the Board upon recommendation of the Superintendent or designee.

8. Tenure Exclusion. The Administrator shall not be deemed or considered to be granted continuing tenure in any administrative or nonclassroom capacity by virtue of this agreement. Tenure in any administrative or nonclassroom capacity is hereby expressly denied.

9. Nonrenewal. The Board shall provide such notice of nonrenewal of this agreement as is required by applicable law, but may provide earlier notice if in its judgment the best interests of the District is served by earlier notice.

10. Employment Regulations. The Board reserves the right to establish such employment regulations, not contrary to the terms of this agreement, as it deems reasonable.

11. Intellectual Property. Administrator agrees that the Board is the sole owner of any copyrightable work or material of any nature whatsoever created in whole or in part during the course of Administrator's employment, with Board equipment or supplies, or on Board time, during the term of this agreement.

12. Termination. This agreement may be terminated at any time for failure by the Administrator to meet any of its terms, all of which are material to

continued employment, or for any lawful reason. In the event the Superintendent is considering termination, the Administrator may, upon written request made within ten (10) days after written notice from the Superintendent of a recommendation for termination, meet with the Superintendent to discuss the reasons for termination. Further, upon written request to the Board made within ten (10) days after the Superintendent makes a written recommendation of Administrator's termination to the Board, the Administrator may meet with a majority of the Board to discuss the stated reasons for termination. The Board may request the presence of others having knowledge of facts if it determines such to be appropriate. The Board's decision shall be for reasons that are not arbitrary or capricious.

13. Reduction in Staff. This agreement is also subject to termination prior to its termination date in the event a reduction in Executive Staff is deemed necessary at the sole discretion of the Board. In the event the Board determines a layoff or reduction in force of Executive Cabinet is necessary, Administrator is subject to layoff upon 60 days written notice, except in a fiscal emergency, notice requirements may be reduced to 14 days. In the event of a layoff or reduction in force that affects Administrator, Administrator may be reassigned during the term of this Agreement to another administrative position with lower salary or fewer scheduled workweeks. In such case, Administrator may reject the reassignment and accept layoff.

14. Death and Disability. This agreement shall terminate upon Administrator's death or in the event of a permanent disability which prevents Administrator from performing the essential functions of the assigned position(s). In event of such disability, Administrator will be eligible for long term disability benefits in accordance with established Board policies.

15. Misconduct. In the event that Administrator is charged with misconduct which in the sole judgment of the Board or Superintendent, reflects adversely upon the Board or the District, or if alleged misconduct by the Administrator inhibits the full and complete performance of Administrator's duties or impedes or adversely affects the investigation of alleged misconduct, as determined by the Board or Superintendent, Administrator may be placed on administrative leave with pay until the merits of the charges have been determined. The Board may, but is not required to, rely upon the final decision of a court or other tribunal having jurisdiction to render a decision upon the charges. If the matter results in a recommendation for dismissal, the provisions of paragraph 12 shall apply.

16. Binding Agreement. This agreement sets forth the full terms and conditions of employment of Administrator and is the only binding agreement between the Board and Administrator regarding Administrator's employment for the entire term of this agreement. No employee of the Board, individual Board member, or Administrator of the District, is authorized to modify this agreement or to enter into any new or different contract of employment. There are no representations or promises other than as set forth herein which have induced Administrator to enter into this agreement. This agreement supersedes and replaces any and all prior or other contracts or agreements, oral or written, previously entered into and/or executed by and between these parties.

17. Enforcement. This agreement shall be enforced only in Kent County Circuit Court, Grand Rapids, Michigan, and shall be construed according to Michigan law.

IN WITNESS WHEREOF, the Board has caused this agreement to be subscribed in its name by its Secretary and President and said Administrator has signed where indicated on the dates indicated below.

ADMINISTRATOR

[Handwritten Signature]

By:

BOARD OF EDUCATION OF THE
GRAND RAPIDS PUBLIC SCHOOLS

[Handwritten Signature]

By:

Its:

[Handwritten Signature]

By:

Its: