

CONTRACT OF EMPLOYMENT

Superintendent

It is hereby agreed by and between the Board of Education of the Brighton Area Schools (hereinafter "Board") and Gregory B. Gray (hereinafter "Administrator") that pursuant to Section 1229 (1) and Section 1246 of the Revised School Code, the Board in accordance with its action found in the minutes of its meeting held on the 26th day of May, 2009, does hereby employ the said Administrator for a period commencing on July 1, 2009 and ending on June 30, ~~2014~~, according to the terms and conditions as described and set forth herein as follows.

MA 2014 CR July

1. Administrator shall perform the duties of Superintendent as prescribed by the Board pursuant to the Revised School Code of the State of Michigan as may be established, modified and/or amended from time to time by the Board. Administrator acknowledges the ultimate authority of the Board with respect to his responsibilities and directions related thereto.
2. Administrator represents that he possesses, holds, will maintain or will seek all certificates, credentials, and qualifications required by law, including the regulations of the Department of Education, and those currently required by the Board to serve in the position assigned. Additionally, Administrator agrees, as a condition of his continued employment, to meet all continuing education requirements for the position assigned as may be required by the State Board of Education. If at any time Administrator fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position of Superintendent as required herein, and such failure renders him unqualified for this position, this contract shall automatically terminate and the Board shall have no further obligations there under except as agreed to by the Board.

The Administrator and the Board shall comply with the requirements of Section 1230, 1230a and 1230b of the Revised School Code regarding the criminal records check and the unprofessional conduct check. The Board having requested a criminal history check, prior to employment and the Administrator having signed a statement that identifies the items set forth in Section 1230 and 1230a of the Revised School Code. The Administrator shall also comply with the

provisions of Section 1230b of the Revised School Code. If the Administrator is found to be unqualified as a result of the checks required by the Revised School Code sections set forth above, this contract shall automatically terminate and the Board shall have no further obligation to the Administrator either as an employee or a conditional employee.

3. Administrator agrees to devote his talents, skills, effort and abilities toward competently and proficiently fulfilling the duties and responsibilities of the position assigned. Administrator agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, Administrator agrees to comply with and fulfill the responsibilities and tasks required of the School District by state and federal statutes and regulations. In addition, Administrator shall respond to and accomplish those requirements and directives of the Board to carry out the educational programs and policies of the School District for which he is responsible during the entire term of this agreement. Further, Administrator pledges to use his best efforts to maintain and improve the quality of the operation of the School District and constantly promote efficiency in all areas of his responsibility. The Administrator shall have complete freedom to organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, which in his judgment best serves the District subject to approval by the Board. The responsibility for selection, placement and transfer of personnel shall be vested in the Administrator, subject to approval by the Board. The Board, individually and collectively shall refer promptly all criticisms, complaints, and suggestions called to its attention to the Administrator for study and recommendations.
4. Administrator shall be paid an annual salary rate of \$135,000 in consideration of his performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board. The annual salary shall commence on the date of this contract and shall be prorated over the term of the contract, that is, through June 30, 2012 It shall be paid in equal installments not to exceed twenty-seven (27) installments per contract

year beginning with the commencement of the contract period, to be paid on the regular payroll dates established by the District. Upon separation of the Administrator during any contract year, his salary shall be adjusted to reflect payment, on a per diem basis, for the number of days on which services were actually and physically rendered during the contract year. Any amounts due the Administrator upon separation will be remitted by the Board to him as soon as such amounts can diligently be determined. Any salary amounts received by the Administrator in excess of days actually worked during the contract year shall be deducted from the Administrator's remaining wages or repaid by the Administrator within three (3) business days immediately following the termination of this contract. The Administrator's signing of this agreement indicates his approval of this process.

The Board hereby retains the right to adjust the annual salary of Administrator during the terms of this contract. Any such salary adjustment shall not reduce the annual salary below the annual salary stated above. Any adjustment in salary made during the term of this contract shall be in the form of a written amendment and when executed by Administrator and the Board, shall become part of this contract.

5. The Board shall review this contract with Administrator annually on or before June 30 of any contract year. This contract may be extended either by option of the Board of Education or by operation of law as follows:
 - a. Board Option – The Board, no later than the 30th day of June of each year during the term of this contract, may extend the contract for an additional one (1) year period. All other terms and conditions of this contract except compensation shall remain unchanged. The Board of Education in its sole discretion and with or without cause may decline to extend the contract for an additional year. Failure of the Board to affirmatively extend the contract shall conclusively constitute a declination to do so.
 - b. Unless the Board gives written notice of non-renewal of the contract of the Administrator at least ninety

(90) days before the contract's termination date, this contract will, without further action, be automatically renewed for an additional one (1) year period as provided by Section 1229 of the Revised School Code.

- c. The Administrator, annually, shall advise the Board of this obligation during the month of January.
6. Administrator is employed on the basis of fifty-two (52) weeks of work per contract year (normally, July 1 through June 30) as scheduled by the Board. Administrator shall be granted vacation time of twenty (20) days per contract year. Vacation days must be used within the fiscal year for which they are made available and Administrator shall not receive any additional compensation in lieu of use of vacation days without the express agreement of the Board. Administrator shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District. All scheduling of vacation is subject to the Board policy that is in place at present or Board policy that is adopted subsequent to this contract.
7. Administrator's performance shall be evaluated by the Board annually not later than March 1. The Administrator annually shall advise the Board of this evaluation during the month of January.
8. During the term of this contract, the Administrator shall be subject to discharge for good and just cause, but the Board shall not arbitrarily and capriciously dismiss him. No discharge shall be effective until written charges have been served upon him and he shall have an opportunity for a fair hearing before the Board after ten (10) days notice in writing. Said hearing shall be public or private at the option of the Administrator. At such hearing he may have legal counsel provided at the Administrator's expense.
9. In the event of Administrator's mental and/or physical incapacity to perform the duties of his office, he shall be granted an initial unpaid leave of ninety (90) workdays for the purpose of recovery. The Administrator shall first

exhaust any accumulated sick leave and accrued vacation time. Health plan premium payments shall be made on behalf of Administrator during this interval. Upon utilizing leave under this provision, Administrator shall furnish certification to the Board (or its designee) respecting the necessity for the leave. This certification, from Administrator's health care provider, shall include:

- a. The date the serious health condition commenced and the health care provider's best medical judgment concerning the probable duration of the condition and prognosis for recovery.
- b. Diagnosis of the serious health condition.
- c. A brief statement of the regimen of treatment.
- d. An indication of whether inpatient hospitalization is required.
- e. An indication of whether or not Administrator is able to perform the essential functions of his position, with or without reasonable accommodation. The Board may require, in its sole discretion, a separate opinion, at Board expense.

Administrator may request an additional ninety (90) work days unpaid leave extension in the event of his physical and/or mental inability to return to work at the expiration of the initial leave interval, as described above, provided there is a reasonable likelihood that Administrator will be able to resume his duties at the end of the extended leave interval. Medical certification will be supplied by the Administrator as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

If the Administrator is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), his employment and this contract may be terminated at the option of the Board. However, no such termination shall occur where restoration, after leave was required by the Family and Medical Leave Act.

Prior to resumption of duty after an unpaid leave of absence for a serious health condition, Administrator shall provide to the Board a fitness

for duty certification from Administrator's health care provider. A second opinion may be required by the Board at its expense.

10. Administrator agrees that he shall not be deemed to be granted continuing tenure as Superintendent or in any capacity other than 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 decision of the Board not to continue or renew the employment of Administrator for any subsequent period in any capacity, other than as a classroom teacher, as may be required by tenure law, be deemed breach of this Agreement or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.
11. Administrator 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. Additionally, upon request of the Board, Administrator shall authorize the release of medical information necessary for the Board's physician to determine if Administrator is capable of performing the essential job functions required by his assignment, with or without job accommodation. Any physical or mental examination or disclosure of such information required of Administrator by the Board shall be job-related and consistent with business necessity. 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 considered and treated as confidential.
12. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third party administrator, the Board shall provide fully paid premium payments on behalf of Administrator and his eligible dependents for the following insurance programs:

- a. Health Insurance: Identical and consistent with central office administrators. Any other benefits provided to central office administrators within this category are to be available to Administrator;
- b. Long-Term Disability Insurance: Identical and consistent with central office administrators;
- c. Dental Insurance: Identical and consistent with central office administrators;
- d. Optical Insurance: Identical and consistent with central office administrators;
- e. Term Life Insurance: ~~\$200,000~~ ^{\$300,000} term policy. *CR*

In lieu of the above benefits paragraphs a. through d., the Administrator, at his sole election, shall be entitled to apply fifty percent (50%) of the monthly administrative health care premium for any benefit options, tax deferred annuity or salary (monthly health care premium effective July 1, 2009 is \$1,439.90). Notwithstanding the above, the Administrator shall be entitled to the Term Life Insurance provided in paragraph e. above

- 13. The Board reserves the right to change identity of the insurance carrier, policyholder or third party administrator for any of the above coverage, provided that comparable coverage, as determined by the Board, is maintained during the term of this Agreement. The Board shall not be required to remit premiums for any insurance coverage for Administrator and his eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder, or third-party administrator. The terms of any contract or policy issued by any insurance company of third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. Administrator is responsible for assuring completion of any and all documents needed to receive the above-described insurance coverage. The School District, by payment of the premium payments required to provide the above-

described insurance coverage, shall be relieved from all liability with respect to insurance benefits.

14. ^{MA} \$~~2500~~³⁰⁰⁰/year stipend for advanced degree (Ph.D./Ed.D.)

15. Administrator will receive paid holidays in accordance with the following schedule:

<i>New Year's Eve Day</i>	<i>Thanksgiving Day</i>
<i>New Year's Day</i>	<i>Friday following Thanksgiving Day</i>
<i>Memorial Day</i>	<i>Christmas Eve Day</i>
<i>July Fourth</i>	<i>Christmas Day</i>
<i>Friday before Labor Day</i>	<i>Day after Christmas</i>
<i>Labor Day</i>	<i>One floating personal holiday</i>

16. If Administrator is absent from duty on account of personal illness or disability, he shall be allowed full pay for a total of fifteen (15) days annually. Unused paid leave days hereunder shall be cumulative to a maximum of one hundred twenty (120) days for absence due to personal illness or disability of Administrator. The Administrator may be absent from duty on account of personal business to a maximum of five (5) days annually, which days shall be deducted from the fifteen (15) days provided annually for personal illness or disability. The Administrator shall receive an initial grant of one hundred twenty (120) days that may be drawn upon in the event of absence from duty on account of personal illness or disability.

17. In addition to other days provided in 16 above, up to five (5) leave days shall be provided for each instance of death in the immediate family, consisting of mother, father, mother-in-law, father-in-law, spouse, child or sibling.

18. Administrator shall be eligible to be reimbursed for travel, meals and lodging in accordance with per diem expense and reimbursement policies and procedures established by the Board.

19. The fees or dues for membership in appropriate professional organizations shall be subject to the approval of the Board as per Board policy. The Administrator shall be entitled to attend one National Conference annually.
20. The Board agrees to pay the premium amount for errors and omissions insurance coverage for Administrator while engaged in the performance of a government function and while the Administrator is acting within the scope of his authority. The policy limits for this coverage shall be not less than those provided central office administrators. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of Administrator. The sole obligation undertaken by the Board shall be limited to the payment of premium amount for the above errors and omissions coverage.
21. Termination. If at any time, the Administrator fails to maintain the credentials and qualifications for the position of superintendent as required by this contract, the contract shall automatically terminate. The Administrator may be discharged and this contract terminated at any time for cause, including failure to uphold any Board of Education bylaw, policy, or regulation.
22. Severability. If any provision of this contract is ruled illegal or unenforceable by a court of competent jurisdictions, the remainder of the contract not affected by the ruling shall remain valid and in effect.
23. Dispute Resolution. In the event of any dispute between the parties relating to any provision of this Contract or the termination or discharge of Administrator during the term of this Contract, the parties agree to submit such to binding arbitration. The parties intend that this process of dispute resolution shall be inclusive of all contract interpretation disputes and contract and statutory claims advanced by Administrator arising from Administrator's termination or discharge during the term of this Contract,

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including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief.

24. Governing Law. This contract is governed by and shall be interpreted in accord with the law of the State of Michigan.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date set opposite their names.

Dated 5-28-09



Administrator

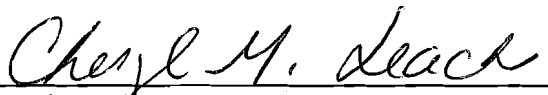
BRIGHTON AREA SCHOOLS
BOARD OF EDUCATION

Dated 5/28/09



William R. Anderson, President

Dated 5/28/2009



Cheryl M. Leach, Treasurer

WITNESSES: