

EATON RAPIDS PUBLIC SCHOOLS
Eaton Rapids, Michigan

CONTRACT OF EMPLOYMENT

Superintendent of Schools

It is hereby agreed by and between the Board of Education of the Eaton Rapids School District (hereinafter referred to as the Board") and **William L. DeFrance** (hereinafter referred to as the "Administrator") that pursuant to the Revised School Code of the State of Michigan, MCL 380.1 *et seq.*, the Board has and does hereby employ **William L. DeFrance** for the period commencing on **July 1, 2008 and ending June 30, 2010**, according to the terms and conditions as described and set forth herein as follows:

1. Administrator shall perform the duties of **Superintendent of Schools** as prescribed by the Board pursuant to the School Code of the State of Michigan as may be established, modified and/or amended from time-to-time by the Board and under the supervision and direction of the Board of Education. Administrator acknowledges the ultimate authority of the Board with respect to his/her responsibilities and directions related thereto.
2. Administrator represents that he possesses, holds and will maintain all credentials and qualifications required by the Board to serve in the position assigned. Additionally, Administrator agrees, as a condition of his continued employment, to meet all education requirements for the position assigned. If at any time Administrator fails to maintain all credentials and/or qualifications for the position assigned as required herein, or fails to meet all educational requirements as required by the Michigan Department of Education, this contract shall automatically terminate and the Board shall have no further obligations hereunder.
3. Administrator agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all 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 all responsibilities and tasks required by state and federal law and regulations and by 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/her responsibility.

4. Administrator's annual salary for the 2008-2009 school year (July 1, 2008 to June 30, 2009) shall be \$108,642.00.

The annual salary shall be paid in twenty-six (26) equal bi-weekly installments beginning with the commencement of the fiscal/contract year (July 1- June 30). Upon separation of the Administrator during any fiscal/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 shall 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 fiscal/contract year shall be deducted from the Administrator's remaining wages and Administrator, by executing this contract, hereby gives his written consent for such deduction. Any wage overpayments not recoverable by the Board through wage deduction shall be remitted to the Board by the Administrator within thirty (30) business days of separation from employment. If not paid in this manner, Administrator agrees that judgment may be entered against him in any Michigan court of competent jurisdiction for such amount(s).

The Board hereby retains the right to adjust the annual salary of Administrator during the term of this contract. Any such salary adjustment shall not reduce the annual salary below the minimum annual salary prescribed herein 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 a part of this contract.

5. As additional compensation, Administrator will receive an additional payment in the amount of **\$13,500** per annum, to be deposited to a 403B retirement program or state retirement program owned by the Administrator. Payments are to be made semi-annually beginning January 1, 2006.
6. As additional compensation, Administrator shall be entitled to merit pay in the event he is successful in enabling the School District to achieve goals related to student enrollment. This additional compensation shall be based upon the following formula for the 2008-2009 school year which shall be adjusted for 2009-2010 school year:

<u>Blended Student Count/Student Loss Count</u>	<u>Incentive Amount</u>
2947-56 60-51	\$5,000
2957-66 50-41	\$10,000
2967-76 40-31	\$15,000
2977 and above 30	\$20,000

7. Administrator is employed on the basis of fifty-two (52) weeks of work per fiscal year (July 1 through June 30) as scheduled by the Board.

The Administrator shall accrue vacation days at a rate of 1.67 per month to a maximum of 20 days per fiscal year. Specific vacation days must be applied for, in writing, and granted by the Board. A maximum of ten (10) days may be carried over into the next contract year or at the request of the Administrator, Board shall pay Administrator for up to ten (10) unused vacation days at the end of the school year based upon the Administrator's per diem rate of pay when the vacation days were earned.

Administrator's performance shall be evaluated by the Board or its designee annually. The Administrator shall be given a copy of the evaluation and shall be afforded the opportunity to submit a written response to the contents thereof. If the evaluation of the Administrator's professional services renders an overall rating of less than satisfactory, a conference shall be held with the Administrator to discuss the evaluation.

8. The Board shall be entitled to terminate the Administrator's employment at any time during the term of this contract for acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetence, or if Administrator materially breaches the terms and conditions of this Agreement.

The foregoing standards for termination of this contract during its term shall not be applicable to non-renewal of this contract at the expiration of its term, which decision is discretionary with the Board. Any action taken by the Board with respect to non-renewal of the contract of the Administrator will be in accordance with the provisions of the Revised School Code, Section 1229.

In the event that the Board undertakes to dismiss Administrator during the term of this contract, he shall be entitled to written notice of charges and an opportunity for a hearing before the Board. In the event of termination of employment during the term of this Agreement, this contract shall automatically terminate, and the Board shall have no further obligation hereunder.

In the event of any dispute between the parties relating to discharge of Administrator during the term of this contract, the parties agree to submit such to binding arbitration. Selection of the arbitrator and the arbitration proceeding shall be conducted under the rules of, and administered by, the American Arbitration Association (AAA). The particular AAA rules utilized shall be those pertaining to resolution of individual employment disputes. The parties intend that this process of dispute resolution shall be inclusive of all contract and statutory claims advanced by Administrator arising from Administrator's discharge during the term of this contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief.

The arbitrator's fee and the costs imposed by the AAA shall be shared equally by the Board and Administrator. Any claim for arbitration under this provision must be filed with the AAA, in writing, and served upon the Board within ten (10) days of the effective date of Administrator's discharge. The parties are entitled to have legal or other representation of their own designation during such arbitration proceedings, and each party shall be responsible for its own costs incurred in connection with such representation. The decision and award of the arbitrator shall be final and binding, and judgment thereon may be entered in the Circuit Court for the 56th Judicial Circuit of Michigan (Eaton County).

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 leave of ninety (90) workdays for the purpose of recovery. The Administrator shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the ninety (90) workday period to be unpaid. Health plan premium payments shall be made on behalf of Administrator during this interval to the extent required by law. Upon utilizing leave under this provision, Administrator shall furnish medical certification to the Board (or its designee) respecting the necessity for the leave.

If the Board (or designee) has reason to doubt the validity of the medical certification supplied by Administrator, it may require a second opinion, at Board expense.

Administrator may request a ninety (90) workday 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 that there is reasonable likelihood that Administrator will be able to resume his duties at the end of the extended leave interval. Medical certification shall be supplied by Administrator as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

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 Board expense.

10. Administrator agrees that he shall not be deemed to be granted continuing tenure in the position initially assigned or to which he 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 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 a 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 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. The Board will contribute \$968.00 per month toward the cost of insurance on behalf of the Administrator. This insurance will cover health insurance as well as vision benefits, dental benefits, pharmaceutical coverage plus long term disability and life insurance. The Administrator will pay through payroll deduction any insurance cost in excess of the aforementioned amount to be contributed by the Board plus any deductible not paid by the Board.

The insurance carrier(s), policyholders(s), or third party administrator(s) for the coverage will be selected by the Board after consultation with the administrative team. If the cost of the coverage(s) selected exceeds the amounts, the Administrator will have the excess withheld from his salary.

If the Administrator waives health insurance coverage, the Administrator will be paid \$500 per month as part of his salary.

13. The Board reserves the right to change the 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 or 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 all forms and 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. Administrator is entitled to the following holidays for which no service to the School District is required: Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve Day, New Year's Day, Presidents Day (if no classes are scheduled), Good Friday (half-day when classes are scheduled; if no classes are scheduled, all day Good Friday shall be considered a legal holiday), Memorial Day, Independence Day.

15. Administrator will initially be given an advance of thirty (30) days of paid sick leave, and additional days will accrue at the rate of one day per month after thirty (30) months have passed. If Administrator is absent from duty due to personal illness or disability, he shall be allowed full pay for all days in his paid sick leave bank. Administrator shall be allowed the use of sick leave in the event of illness in the immediate family, which is defined as: spouse, children, parents of the Administrator and spouse and others living within the immediate household. Unused paid leave days hereunder shall be cumulative to a maximum of 140 days. There will be no pay for unused sick days at the termination of the Administrator's employment in the School District.
16. Administrator is also entitled to five (5) days per year to be used for the Administrator's personal business. The Administrator shall notify the Board at least one (1) day in advance of his intent to use a personal leave day. Administrator can receive pay for any of those unused days. There will be no carryover of personal business days. The payment, if one exists, will be calculated by the Controller.
17. The Administrator shall be granted up to a maximum of four (4) days, per occurrence, for a death in the Administrator's immediate family. Immediate family is defined as: grandparents, grandparents-in-law, parents, parents-in-law, spouse, children, grandchildren, siblings and other persons living within the household for whom the Administrator has custodial responsibility.

A maximum of two (2) days per contract year will be granted for a death outside the Administrator's immediate family when approved by the Board.

18. Administrator 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 Administrator for out-of-district travel shall be submitted in advance for review and approval by the Board or its designee. Administrator shall be required to present an itemized account of his reasonable and necessary expenses in accordance with direction of the Board or its designee.

Administrator will propose to the Board during the annual budget development process the amount(s) necessary for attendance at meetings and programs for his professional growth and development. It is the intention of the Board to appropriate reasonable and necessary amount(s) for this purpose.

Administrator will be reimbursed at the I.R.S. per mile rate for travel outside of the District. Travel to the Intermediate School District offices will not be considered as outside of the District for purposes of this reimbursement.

Subject to express approval by the Board, the fees or dues for membership in appropriate professional organizations shall be paid by the Board. The parties agree that AASA, MASA Regional, and MASA are appropriate professional organizations.

If the Board requires administrators to be certified, the Board will pay the fee for certification. If the Board does not require certification, the Administrator may submit a request for payment of the certification fee.

The Board will reimburse the Administrator for wellness programs and tuition and fees up to a maximum of \$2000 per year, for Board-approved, graduate-level classes in which the Administrator earns a 3.0 or higher.

Furthermore, the Board encourages the Administrator to participate in a local service club(s) and will, upon appropriate evidence of payment for membership fee(s), reimburse said Administrator up to a maximum of \$1,000 for annual membership dues. The Board supports the Administrator teaching at the college level.

19. Administrator shall establish and maintain his actual residence and legal domicile within twenty (20) miles of the boundaries of the Eaton Rapids School District not later than 90 days after his execution of this Contract and shall continue to comply with this requirement for the duration of this Contract.
20. The Board agrees to pay the premium amount for errors and omissions insurance coverage for Administrator while engaged in the performance of a governmental function and while the Administrator is acting within the scope of his authority. 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 amounts for the above errors and omissions coverage. In the event that such insurance coverage cannot be purchased in the above amounts and/or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify Administrator. In that event, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to Administrator as is authorized under MCLA 691.1408.
21. This Contract of Employment contains the entire agreement and understanding by and between the Board and Administrator with respect to the employment of Administrator and no representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect. All prior agreements pertaining to, connected with, or arising in any manner out of the employment of Administrator by the Board, are hereby terminated and shall hereafter be of no force or effect whatsoever. This Contract of Employment supercedes and replaces any existing contract of employment between Board and Administrator. No change or modification of this contract shall be valid or binding unless it is in writing and signed by Administrator and the Board. No valid waiver of any provision of this contract, at any time, shall be deemed a waiver of any other provision of this contract at such time or at any other time.

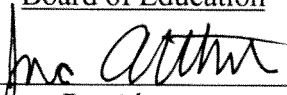
22. If any provision of this Agreement becomes or is declared by a Court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision.

23. This Agreement is executed on behalf of the School District pursuant to the authority of the Board.

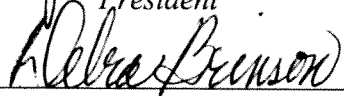
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates indicated below.

Signatures:

Board of Education



President



Secretary

6/25/08

Date



Administrator

7-14-08

Date