

L'ANSE CREUSE PUBLIC SCHOOLS AMENDED AND RESTATED
SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

THIS CONTRACT made and entered into in Clinton Township, Michigan this 10th day of April 2017 by and between L'ANSE CREUSE PUBLIC SCHOOLS, a Michigan General Powers District (hereinafter the "School District"), and ERIK EDOFF (hereinafter the "Superintendent") amends and restates that certain contract between the parties dated January 1, 2022.

IT IS AGREED:

1. EMPLOYMENT - The School District hereby employs the Superintendent, and the Superintendent agrees to work for the School District, for a term commencing on January 1, 2022 through June 30, 2025. Commencing January 1, 2023 and on each January 1 of each subsequent year, this Contract shall be extended for a period of one year unless, 90 days or more prior to the January 1 extension, the Board or Superintendent serves written notice upon the Superintendent of the desire not to extend the contract pursuant to MCL 380.1229, in which the contract shall continue until its then existing expiration date.

2. DUTIES - The Superintendent will be in charge of the administration of the School District, subject to the direction of the Board of Education and consistent with the law and Board policies, rules and regulations. The administration of the District includes: acting as the District's chief executive officer; directing and assigning District personnel; organizing and reorganizing the District's instructional and business functions; hiring District personnel; accepting the voluntary resignation of District personnel on the Board's behalf; and recommending to the Board those policies, rules, regulations and other matters he deems desirable for the well-being of the District. The Board, and the members of the Board, will refer all criticisms, complaints and suggestions called to its/their attention to the Superintendent for study and recommendation.

3. SALARY -

January 1, 2022 – June 30, 2025 – Two-Hundred Ten Thousand Dollars (\$210,000) increased by the percent provided to teachers, building administrators, or Non-Affiliated administrators. 3

The Superintendent agrees to devote his time, skill, labor and attention to this employment, and to perform faithfully the duties of Superintendent for this School District, as directed by the Board of Education or as otherwise required by law or the dictates of prudent judgment as an educator and administrator. The above annual salary shall be paid in equal installments in accordance with the policy of the Board of Education governing payment of other certified administrative personnel employed by the School District. The Superintendent shall establish measurable goals, both long-term and short-term, with the Board of Education each year following the December evaluation.

4. SALARY ADJUSTMENTS -

If triggers are included in teacher/administrator contracts for the 2019/2020 school year and beyond, they will be incorporated into the superintendent's contract when said contracts are ratified by the Board of Education.

5. LIFE INSURANCE - The School District shall provide, without cost to the Superintendent, group life insurance protection in an amount equal to two times his salary.

6. VACATION - The Superintendent shall receive twenty (20) days of vacation, five (5) personal days, and five (5) flex days annually. Such days shall be taken at the Superintendent's discretion, but upon prior notice of scheduling the same with the President of the Board of Education. Non-report days of Central Office staff shall be the same for Superintendent.

7. SICK LEAVE -The Superintendent shall receive eleven (11) sick days per year, accumulative to two hundred and twenty (220) days. The School District shall further provide a ninety (90) day sick leave bank for purposes of coordination with a long-term disability insurance policy. It is expressly understood that the aforementioned sick leave bank (90 day) shall not be included in any accumulated days for per-diem payment to the Superintendent upon termination of employment. The Superintendent will retain current accumulated sick day balance in addition to the 11 sick days per year.

8. LEGAL REPRESENTATION - The School District shall indemnify and hold harmless the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual or official capacities arising from or relating to acts or omissions within the scope of his employment, and excluding criminal litigations.

9. INVESTMENT - The Superintendent shall receive a lump sum of Ten Thousand (\$10,000) to be paid by the district before December 31st into a 403(b) or 457 annuity plan. Beginning July 1st, 2020 said annuity payment shall be increased between Three Thousand Five Hundred Dollars (\$3,500) and Seven Thousand Five Hundred Dollars (\$7,500) based on the Superintendents evaluation for the prior school year. The Superintendent's evaluation should be agreed upon by both parties. No increase in the annuity amount will be provided for a Minimally Effective or Ineffective rating.

10. OTHER BENEFITS - The Superintendent shall receive a longevity payment and additional benefits which have not been expressly addressed above as are presently provided to other certificated administrators pursuant to the Non-Affiliated district administrators as reflected in the Non-Affiliated Administrator Handbook. The Superintendent acknowledges that through subsequent collective bargaining, these benefits may be modified or changed from time to time, and that such potential modifications may reduce the level of benefits which these conditions and benefits presently afford to him.

11. WORK YEAR - The Superintendent shall perform his duties over the full fifty-two (52) weeks of the school year and through June 30th of the 2025 school year, less applicable vacation, leave, and holidays based on the Central Office Administrator yearly calendar. The Superintendent shall be expected to attend meetings of the Board of Education and its committees and to attend and participate in School District functions or, on occasion, other civic activities having relation to the School District's interests within the community. The time expended in attending such meetings and activities has been taken into account in setting the aforesaid salary and thus no additional compensation shall be forthcoming for such attendance.

12. TENURE - It is expressly agreed that the Superintendent shall not be deemed to be granted continuing tenure in his capacity as Superintendent or in any administrative capacity by virtue of this Contract of employment.

13. EVALUATION - Evaluation of the Superintendent shall be in full compliance with applicable provisions of the Revised School Code and be completed no later than December 31st. The Superintendent shall inform the Board of Education annually, but no later than November 30th of each year, of its opportunity to review and evaluate his performance according to the evaluation process in place on the initial date of this Contract, unless there mutual agreement to modify the process. The Board of Education will consider the results of the evaluation in connection with adjustments in the merit annuity for the Superintendent. Regardless whether the Board of Education opts to evaluate the Superintendent's performance, the Superintendent and the Board of Education, or its designate(s), shall meet and confer, no later than March 31st of each year, regarding adjustments to the Superintendent's compensation and term of employment. Mutually agreeable modifications shall be memorialized in written addenda to this Contract. After the second evaluation, the Board may decide an additional year in the contract. By December 31st of the last year of the contract, the Board will provide the Superintendent notice of extending the contract or not renewing the contract.

14. CONFLICT OF INTEREST -The Superintendent will faithfully serve the School District and be regardful of its interest during the term of this Contract, and thereafter to the extent required by this Contract and by law. The Superintendent will not directly or indirectly acquire or otherwise possess any interest known (or that he should have known) that may be adverse to that of the School District. In the event that a question arises as to whether a given interest is in conflict with the interests of the School District, the Superintendent shall make full disclosure of the same to the Board of Education. The Board of Education shall likewise notify the Superintendent if, and when, it or one of its members becomes aware of a potential conflict of interest. It is expressly understood that the decision of the Board of Education regarding any conflict of interest, as described above, shall be controlling and complied with by the Superintendent.

15. OTHER WORK - The Superintendent may undertake teaching and, with prior consent of the Board of Education, the Superintendent may also undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations for which he receives compensation.

16. BOARD MEETINGS -Among his other duties, the Superintendent shall prepare the agendas for each Board of Education meeting in consultation with the President of the Board or the president's delegate, and forward same to each member of the Board of Education, along with his recommendations and supporting documentation on each agenda item, sufficiently in advance of the meeting so that each member can assimilate such information prior to the meeting.

17. MEDICAL EXAMINATION - At least once a year during the term of this contact, the Superintendent shall have a physical medical examination, performed by his physician, the costs for which shall be paid by the School District. The Superintendent shall

authorize and direct his physician to promptly inform the President of the Board of Education whether he is physically able to perform his duties.

18. **DISABILITY** - Should the Superintendent be unable to perform the duties and obligations of this Contract by reason of illness, accident, or other causes and such disability is determined to be permanent, irreparable, or of such nature as to make the continued performance of the Superintendent's duties improbable, the Board, at its option, may forthwith terminate this Contract, whereupon the respective rights duties and obligations of the parties shall thereby terminate. This provision shall not in any way derogate from any short or long-term disability benefits that apply by operation of other provisions of this Contract.

19. **RETIREMENT** - The School District shall assume the full costs of contributions to the Michigan State Teacher's Retirement System, as may be required by law.

20. **MID-TERM TERMINATION OF CONTRACT** - The Superintendent shall be subject to discharge at any time during the term of this Contract, but only for just and reasonable cause. For purposes of this Contract, "just and reasonable cause" shall include, but not be limited to, acts of moral turpitude, misconduct, dishonesty involving intentional falsification of records or financial information, fraud, willful insubordination, or a material breach of the terms and conditions of this Contract. In such event, the Superintendent shall be advised, in writing in advance, of the Board of Education's intention to consider effecting a mid-term termination of the Contract and the factual basis for same. The Board of Education shall provide the Superintendent a reasonable opportunity for a hearing, which shall be held at least ten (10) days after the required written notice. Such hearing may be open to the public or closed, at the Superintendent's option and as otherwise permitted by law. The Superintendent is entitled to be represented at the hearing by legal counsel of his choosing, provided he shall bear all expenses and costs of such legal counsel.

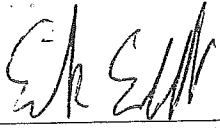
In the event the Superintendent elects to contest the Board of Education's decision in regard to such termination following such hearing, he shall have the right, exclusive of any other rights or remedies available to him at common law or by statute, to request arbitration, the award arising out of which shall be binding on the School District and the Superintendent and enforceable in any court of competent jurisdiction in Michigan. The scope of the arbitrator's review shall be limited to determining whether the Board of Education acted with just and reasonable cause in terminating the Superintendent's employment. The arbitrator shall be selected through mutual cooperation between the representatives or attorneys for the respective parties, failing agreement on which the selection of the arbitrator may be referred by either party to the local Regional Office of the American Arbitration Association for appointment of an arbitrator and processing under its Voluntary Labor Arbitration Rules. The Superintendent shall be afforded all the rights as set forth in the Board of Education's policies and in state and federal law.

21. **RESIGNATION** - The Superintendent shall provide the Board of Education with at least ninety (90) days written notice prior to terminating this Contract.

22. TOTALITY OF TERMS - This Contract contains all of the terms agreed by the parties with respect to the subject matter of this Contract and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter, whether oral or written.

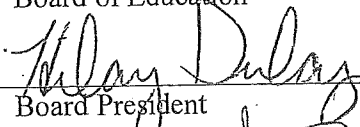
23. SEVERABILITY - If any provision or segment of this Contract shall be determined by a court of competent jurisdiction to be unlawful and/or unenforceable, then such provision or segment shall be deemed to be severed from the remainder of the Contract and the Contract shall otherwise be in full force and effect.

24. HEALTH INSURANCE - The Superintendent shall, if elected, be provided the same full family health insurance coverage as executive administrators. If the Superintendent declines District-provided health insurance, the Superintendent shall receive Four-Thousand Dollars (\$4,000) in lieu of insurance on an annual basis.

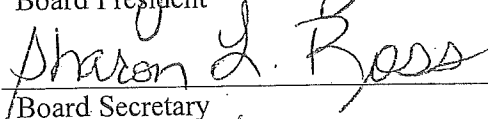


Erik Edoff, Superintendent
L'Anse Creuse Public Schools

L'Anse Creuse Public Schools
Board of Education



Board President



Board Secretary

Date: 01/24/2022

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