

**CONTRACT OF EMPLOYMENT**  
**Between**  
**BRADLEY GUDME**  
**And**  
**MEMPHIS COMMUNITY SCHOOLS**

D.O.H. 08-12-2002 Teacher  
07-01-2009 Principal  
07-01-2013 Co-Superintendent  
07-01-2017 Superintendent

This Agreement is entered into on the 1<sup>st</sup> day of July, 2019, by and between Bradley Gudme (hereinafter referred to as “Superintendent”) and the Memphis Community Schools of St. Clair County, Michigan (hereinafter referred to as the “School District”).

Whereas, the parties are mutually agreeable to entering into this contract for the employment of Bradley Gudme, as Superintendent, effective on the 1<sup>st</sup> day of July, 2019.

**It Is Agreed As Follows:**

1. **Length of Contract:** The School District agrees to employ Bradley Gudme as Superintendent for a term of one (1) year commencing on the 1st day of July, 2019, and including, June 30, 2020.
2. **Annual Salary:** The School District agrees to pay the Superintendent the following annual salary beginning on July 1, 2019. Bradley Gudme will be paid \$107,935. (One hundred and seven thousand, nine hundred and thirty-four dollars). (includes 5% increase) Superintendent’s annual salary shall be paid in equal installments in the same manner as the compensation of other personnel of the School District.

Either party to this agreement may issue a notification of their intent to re-open the current collective bargaining agreement after the fall audited pupil count.

3. **Work Year:** Said Administrator shall work two-hundred and thirty (230) days. This contract is based upon a full calendar work year, including eleven (11) holidays. It is mutually agreed that the Superintendent shall be entitled to vacation days, not to exceed twenty (20) days during any one fiscal school year, which vacation days shall be non-cumulative during the term of this contract. The Superintendent will coordinate the actual vacation days with the Board of Education to avoid conflict with school activities. Any vacation day period in excess of 10 consecutive days must be approved by the Board of Education.
4. **Tax Sheltered Account (TSA):** The Superintendent may elect to make elective compensation reduction agreement contributions to Internal Revenue Code Section 403(b) tax-sheltered annuity or Internal Revenue Code Section 403(b)(7) custodial account (hereinafter both shall be referred to as “TSA”) in accordance with the Memphis Community Schools Tax-Sheltered Annuity Plan.
5. **Automobile Expenses:** The School District shall provide the Superintendent with a \$100 per month car allowance. The Superintendent will be reimbursed for mileage at the current IRS rate for anything over 145 miles in a month, for school business only. It will be the responsibility of the Superintendent to maintain a log of miles traveled and the purposes for the initial 145 miles in a month before the

School District's obligation for reimbursement for additional mileage will be approved.

6. **Cell Phone:** The Superintendent, shall be provided a cell phone for business use, or will be given a \$20.00 per month stipend to use a personal phone and publish the number for school business and accessibility as an administrator of the district.
7. **Sick Leave:** To be fourteen (14) days per year, two (2) of which may be used as personal business days. Unused sick days to accumulate to 210. Employees with ten or more years of employment in the district shall receive payoff of all accumulated days upon termination of employment. The rate of payoff shall be eighty (\$80) dollars per day. Upon termination of employment for reasons other than retirement, the Superintendent shall be eligible to receive fifty percent (50%) reimbursement for any accumulated leave days accredited to him/her at time of employment termination up to a maximum of 110 days.

**Compensable Leave Days:** At the beginning of every school year, the Superintendent shall be credited with Fourteen (14) compensable leave days to be used as follows: Twelve (12) for a & b; Two (2) for c, d & e.

- a. Personal Illness (After five (5) consecutive days or if a pattern of absences is determined, medical documentation must be provided if requested.)
- b. Absence for critical illness in the family and/or to make arrangements for medical care (spouse, children, parents, brother, sister, grandparents, parents-in-law, or members of the same household).
- c. Personal and/or legal business that cannot be handled other than during a scheduled work day.
- d. Absence for observance of religious holidays, not to exceed two (2) days per year.
- e. For important and urgent matters that cannot be handled outside school hours or scheduled at any other time. Special leave days, however, will be at the discretion of the Board of Education.
- f. Funeral leave – Up to five (5) days for the purpose of attending to a death in the family (as referenced in b.) per incident.

The above leaves, with the exception of funeral leave, will be granted only to the extent that current leave days are available.

**Snow Days:** Employees are not required to attend and will be compensated for the first 6 days or the equivalent number of hours for which pupil instruction is not provided because of conditions not within the control of school authorities, such as severe storms, fires, epidemics, utility power unavailability, water or sewer failure, or health conditions as defined by the city, county, or state health authorities. In the event that more than 6 days of pupil instruction are canceled, employees must use a sick or vacation day if they are unable to attend. If the additional canceled days of pupil instruction (more than 6) are not required to be "made up" by the Michigan Department of Education, sick or vacation days used will be returned.

8. **Funeral Leave:** To be five (5) days for family, either immediate or in-laws, per incident. (see MEA Contract for full definition/stipulations).
9. **Holidays:** The Superintendent will not be required to work on the following eleven (11) holidays. New Year's Day, Good Friday & Easter Monday (when school is not in session), Memorial Day, Fourth of July, Labor Day, Thanksgiving and the Friday following Thanksgiving, Christmas Eve, Christmas Day and New Year's Eve.

Unless a day is elected as a non-work day or is a holiday, the Superintendent is expected to work.

10. **Health (medical, dental, vision) Insurance Stipulation:** Full Family Health Insurance coverage through Blue Cross/Blue Shield shall be carried on said Superintendent and paid for by the Board of Education and the employee, in the same manner as agreed to for the teachers bargaining **unit**. Employee may opt to receive \$6000 per year, in monthly payments, in lieu of Health Coverage.

Delta Dental Coverage Insurance (Plan E, 90-20 with Orthodontic 0-2 Rider) will be furnished said Superintendent.

MESSA VSP III Vision Insurance plan will be furnished said Superintendent.

A Disability Insurance Policy for short/long term disability coverage shall be provided for said Administrator and paid for by the Board of Education. This shall include the Super Enhanced MPEB Plan.

11. **Additional Benefits: Life Insurance and Accidental Death and Dismemberment:** The School District shall pay the premium for group term life insurance and Accidental Death and Dismemberment at Two Hundred Thousand Dollars (\$200,000).
12. **Legal Qualifications of Superintendent:** The Superintendent of schools represents and warrants that he/she is legally qualified to act as Superintendent in the State of Michigan. If said Superintendent fails to maintain the credentials for the position of Superintendent or for any other position assigned, the contract will automatically terminate and the Board will have no further obligation under this employment contract.
13. **Attendance at Board of Education Meetings:** The Administrator, as Superintendent, shall, if physically able, attend all regular meetings and special meetings of the Board of Education, unless excused by the Board President or directed by the Board President not to attend, and submit at such meetings full, accurate and complete reports or records of his/her administration.
14. **Superintendent's Duties:** The Superintendent shall faithfully execute the Policies, Procedures and Directives of the Board of Education, as they may be amended, from time to time. He/she shall fulfill all of the duties and obligations incumbent upon him/her as the administrative head of his/her respective building,

or in such other position to which the Administrator may be assigned. The Administrator further warrants, represents and affirms: that he/she will perform his/her duties to the satisfaction of the Board of Education and that he/she will perform his/her duties in accordance with the law and with such care and skill as is necessary to prevent injury to the property, good will and interests of the School District.

15. **Right to Suspend, Discharge, Promote or Transfer Employees:** The Administrator, as Superintendent, or his designee, shall recommend, in writing, as required by the Board of Education, such teachers or other employees for employment, promotion, transfers or other actions, as may be required, in his opinion, for the efficient operation of the school system. The Administrator, as Superintendent, or his designee, may suspend any employee, with or without pay, whenever such action, in his opinion, is justified and necessary, and in conjunction with and subject to Board Policy #2120 and the Michigan Teachers' Tenure Act, and he shall promptly notify the Board of Education of such action. The Administrator, as Superintendent, or his designee, is authorized to accept the resignation of employees of the School District.
16. **Medical Examination:** During each year of this Contract, the Superintendent shall have one medical/physical examination the costs for which, if not covered by insurance, shall be paid by the School District. A copy of the report from the examination or a certificate of the physician certifying the fitness of the Superintendent shall be provided to the District Personnel Officer as soon as it is available following the examination. The District, at its expense, reserves the right to direct the Superintendent to an examining physician for a medical report if, in its judgment, there are circumstances which warrant a verification of either the physical or psychological competence of the Superintendent. The reports from both the annual examination and the latter examination may be shared by the President of the Board of Education with the other trustees but shall otherwise be maintained in confidence, pursuant to law.
17. **Non Renewal of Contract:** The Board of Education may elect to non-renew this contract based on a minimally or ineffective performance evaluation at the end of each contract year, the Board of Education, in not less than 90 calendar days before the termination of the contract following Board action, provide written notice to the Superintendent.
18. **Automatic Extension of Contract:** With Effective or Highly Effective performance evaluations, the terms of this contract, for a new one (1) year period, will be automatically extended at the end of each contract year (the contract year ends at midnight between June 30<sup>th</sup> and July 1<sup>st</sup>) unless the Board adopts a motion on or before 90 calendar days of such contract year terminating this extension provision or unless the Administrator notifies the Board prior to June 30 of such contract year that he/she is terminating this extension provision.
19. The District will employ the Superintendent, Bradley Gudme, for a period of one (1) year beginning July 1, 2019 to, and including, June 30, 2020. It is expressly understood that in the event of a Board declared financial emergency, a program elimination, or a Board approved change in the administrative structure of the District, the contract of any Administrator affected by the change may be

terminated as long as the provisions of Public Act 183 of 1979 are not violated and as long as the affected Administrator is notified by April 1<sup>st</sup>.

20. **Exclusion of Non Classroom Tenure:** It is agreed that Bradley Gudme shall not have any right of continuing tenure in any position which is defined as other than a classroom position, under the Michigan Teacher Tenure Act, as amended (MCLA Section 38.71, *et seq.*), or any successor statute. Tenure is not obtained in any administrative position.
21. **Evaluation:** The evaluation procedure used by the Board will be mutually agreed upon between the Board and the Supervisor of the Superintendent, including appropriate forms. A written evaluation shall be provided to the Superintendent before March 30<sup>th</sup> annually.
22. **Early Termination of Contract for Just Cause:** This Contract may terminate prior to the expiration date by mutual agreement of the School District and Superintendent or for just cause. Examples of just cause include, but are not limited to, theft, fraud, insubordination, conviction of a crime or an act of moral turpitude. If this contract is terminated prior to the expiration date, there shall be no further obligation on the part of the Board to provide or any further right of the Superintendent to receive, any further compensation and/or benefits of any kind beyond the last day of employment. This contract may also be terminated in the event the Superintendent is disabled from performing the essential functions of his/her position, with or without reasonable accommodation, for a cumulative period of one year during the term of this Contract, provided, however, that, in the event of such disability, the Superintendent shall receive the applicable Additional Benefits as referred to in this Contract.

Failure to evaluate the Superintendent does not constitute a breach of the contract so long as the Superintendent's performance is satisfactory. If there is a breach of this contract, the Board must be notified by the Superintendent immediately, but not less than 14 calendar days of the occurrence of the breach. If notice is not provided, there is no requirement for the Board to act.

23. **Indemnification of Superintendent:** The Superintendent shall give the Board of Education prompt notice of the nature of any claim or action against him/her. The Board of Education shall have the right to conduct the defense of any such claim and the Administrator shall fully cooperate with the Board of Education in the defense. The Administrator may, at his own cost and expense, employ counsel to assist in such defense. Should a judgment for damages be awarded against said Administrator as a result of a civil action for personal injuries or property caused by said Administrator while in the course of his/her employment and while acting within the scope of his/her authority, the Board may indemnify said Administrator or pay, settle or compromise the judgment pursuant to and consistent with Section 8 of Michigan's governmental immunity law, MCL 691.1401, *et seq.*
24. **Other Engagements Outside the School District:** The Superintendent may not undertake consultative engagements, exchange programs, or other similar undertakings when such activities would in any manner impinge upon time and effort required to be exerted by the Superintendent in the discharge of his/her responsibilities under this Contract, unless the Board of Education gives its prior consent to such activities. In the event that participation in an educational exchange program is offered to the Administrator, he/she shall request and secure

the Board of Education's approval to participate in same in advance of committing to participate. Nothing herein shall prevent the Superintendent from accepting at his/her discretion speaking or lecturing engagements which promote the interests of the School District and concern educational subjects and which do not require the Superintendent's absence from the School District for more than one (1) day upon prior notice being provided by the Superintendent to the Board of Education.

- 25. **Amendment of Contract:** This Contract may be amended only in writing signed by the Superintendent and the Board of Education representatives who have been given express authority by the Board of Education. This provision cannot be waived. This written employment contract contains the entire agreement and understanding between the Board and the Superintendent.

**Signature Page**

Superintendent  
Memphis Community Schools

Memphis Community Schools  
Board of Education

\_\_\_\_\_  
Bradley Gudme, Superintendent

\_\_\_\_\_  
David Rhein, President

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Chris Pare`, Vice-President

Dated: \_\_\_\_\_

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee