

GROSSE ILE TOWNSHIP SCHOOLS
SUPERINTENDENT'S CONTRACT OF EMPLOYMENT
2012-2016

THIS CONTRACT, made and entered into in the Township of Grosse Ile, Michigan, this 26th day of June, 2012, by and between the Grosse Ile Township Schools, a Michigan Public School District (hereinafter the "School District") and William W. Eis (hereinafter the "Superintendent").

IT IS AGREED:

1. Employment Term:

The School District hereby employs the Superintendent, and the Superintendent agrees to work for the School District for a term commencing on July 1, 2012 and ending on June 30, 2016, subject to all covenants and conditions of this Contract. It is understood and agreed that the Superintendent is employed in the capacity of Superintendent, as defined in the Michigan School Code. The Board of Education shall review this Contract with the Superintendent annually relative to a possible extension of same. The Superintendent is subject to reassignment, and would be compensated at the replacement level of the position.

In the event the Superintendent shall resign from the position of Superintendent of Grosse Ile Township Schools, he shall provide not less than 60 calendar day's written notice to the Board. If circumstances permit, the Superintendent shall provide 120 calendar days written notice of his intention to leave the district, thus permitting the Board to arrange for a suitable transition in leadership.

2. Duties:

The Superintendent agrees to serve the School District and perform the duties in his capacity as Superintendent as directed by the Board of Education for the School District and as required by the laws of the State of Michigan. The Superintendent further agrees to obey and fulfill the policies, rules and regulations as established from time to time by the Board of Education of the School District and to carry out its programs and policies during the entire term of this Contract. With the Board's approval the Superintendent is allowed to organize, reorganize and arrange the administrative and supervisory staff, including the instruction and business affairs, which in his judgment best serves the School District, and within the parameters of and consistent with all contractual and other obligations the School District may owe to staff. The Superintendent will keep the Board of Education apprised of any changes in administrative organization. The Superintendent agrees to devote his time, skill, labor and attention to this employment, and to perform faithfully the duties of Superintendent, as directed by the Board of Education or as otherwise required by law or the dictates of prudent judgment as an educator and the chief administrative officer of the School District. The Superintendent shall make recommendations to the Board of Education as to the selection, placement and transfer of personnel. The Board of Education members, individually and collectively, shall promptly refer significant criticisms, complaints, and suggestions called to their attention, to the Superintendent for study and recommendation.

3. Compensation:

The Superintendent's annual compensation shall be \$134,000. Effective July 1, 2012 the Superintendent's compensation shall be adjusted to take into

account any increased payments or contributions he may be required by law to make for his insurance benefits or to the retirement system. 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.

4. Work Year:

The Superintendent shall perform his duties over the full 52 weeks of the School District's fiscal year, less applicable vacation, leave, and holidays. When not out of town on business or approved leave, the Superintendent shall be expected to attend meetings of the Board of Education, and of its committees when requested, and to attend and participate in a reasonable amount of School District functions or other civic activities having relation to the School District's interests within the Grosse Ile community. If the Superintendent's attendance at such function and activities does not meet desired levels, the Superintendent shall be notified in writing by the Board of Education to allow him to take corrective action. The time expended in attending such meetings and activities has been taken into account in setting the aforesaid compensation and thus no additional compensation shall be forthcoming for such attendance.

5. Tenure Exclusions:

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 or in any capacity other than that of a classroom teacher by virtue of this Contract of Employment.

6. Evaluation:

During the term of this Contract, the Board of Education shall provide an informal mid-term performance review and an annual performance evaluation to be concluded no later than July 1st of each year. The results of such evaluation may be considered by the Board of Education in connection with adjustments in the Superintendent's compensation, pursuant to Paragraph 3 herein, and benefits as well as in connection with possible revisions to the term of this Contract. The results of the evaluation shall be reduced to writing and be provided to the Superintendent by the Board of Education no later than July 1st of each year.

7. Goals and Objectives:

Within 30 days after the commencement of each subsequent contract year, the parties shall meet to establish District goals and objectives for the ensuing school year. Said goals and objectives shall be reduced to writing and be among the criteria by which the Superintendent is evaluated as hereafter provided.

8. Certificate:

The Superintendent shall possess and maintain, throughout the life of this Contract, the educational qualifications required by Section 1246 of the School Code of 1976 (Act No. 451, P.A. 1976) or any successor thereto.

9. 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 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 same to the Board President or Board of Education for either of their review and disposition, which disposition shall be controlling and complied with by the Superintendent.

10. Other Work:

The Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional activities that do not adversely impact upon his ability to discharge his responsibilities under this Contract. However, the Board of Education requires that its prior approval be granted before the Superintendent engages in any paid professional activity.

11. Expenses:

The Superintendent is encouraged to attend and participate in conferences and meetings at the local, state and national levels which are conducted or sponsored by recognized outside organizations for professional development purposes or to share information which may be common to the interests of public school districts generally. Local conferences or meetings shall refer to those events occurring in Wayne County, or any of the adjoining counties, or events outside of Wayne County, or any of the adjoining counties, which are of a duration of 1 day or less. State and national conferences or meetings shall refer to events occurring outside of Wayne County, or any of the adjoining counties, of more than 1 day's duration. Relative to such state or national meetings, the Superintendent shall be entitled to be reimbursed for the reasonable costs of travel, lodging and meals associated with attendance at such conferences or meetings when authorized, as below provided. The Superintendent may draw an advance for amounts that he reasonably anticipates expending for authorized travel, lodging and meals, subject to him making a prompt accounting for such funds and reimbursement, if appropriate, promptly upon his return.

The Superintendent may, with prior Board approval, attend the annual conferences for the following state and national associations with expenses paid by the District: Michigan Association of School Administrators (MASA), American Association of School Administrators (AASA), and Michigan Association of School Boards (MASB), as well as other professional conferences the Board deems appropriate. Regarding the latter, the Superintendent shall provide the Board of Education with thirty (30) day written notice of his intent to attend, with the approval of the Board President and one other officer of the Board of Education, the Superintendent may attend conferences or meetings without compliance with the aforementioned notice provision where compliance would not be feasible or practical due to time constraints.

The Superintendent shall be reimbursed up to \$5,000 (to provide receipts/documents) for the direct, reasonable costs associated with his move into the Grosse Ile Township Schools district.

12. Membership Dues:

The School District shall pay the membership dues of the Superintendent for the AASA, MASA, the MASA Region in which the School District is located and one civic organization of the Superintendent's choice for the area in which the School District is located. In addition, subject to the Board of Education's prior

approval, the School District shall pay the cost of the Superintendent's membership in other educational, professional and local civic organizations.

13. Medical Examination:

During each year of this Contract, the Superintendent shall have one comprehensive medical/physical examination, which is job related and consistent with business necessity, the cost for which, if any, shall be paid by the School District. The Board, at its expense, reserves the right to direct the Superintendent to an examining physician for a medication report if, in its judgment, there are circumstances which warrant a verification of either the physical or psychological condition of the Superintendent. The purpose of the examination shall be to determine if the Superintendent is able to perform the essential functions of his job, with or without accommodation. 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.

14. 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 his/her delegate, and forward same to each member of the Board, along with his/her recommendations and any supporting documentation on each agenda item, sufficiently in advance of the meeting so that each member can assimilate such information prior to the meeting at which such agenda items will be considered.

15. 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 exists for a period of more than 60 calendar days, the Board of Education, at its option, may terminate this Contract, whereupon the respective rights, duties and obligations of the parties, other than that pertaining to short and long-term disability benefits, shall thereby terminate. The Board of Education may consider a request from the Superintendent to extend the foregoing. Likewise, if it is immediately determinable that such disability is 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, other than that pertaining to short and long-term disability benefits, shall thereby terminate. Such determination shall be contingent upon the concurrence of the Superintendent's treating physician and an examining physician appointed by the Board of Education on the question of the permanence of the disability. In the event that the physicians do not concur, they shall appoint a third physician whose opinion on the question of the permanence of the disability shall control. Notwithstanding an opinion by the third physician that the disability is not permanent, in the event the disability continues for a period of more than 60 days, the Board may thereupon terminate the Contract as above provided. This provision shall not in any way derogate from any short or long-term disability benefits or short-term salary continuation benefits that apply by operation of other provisions of this Contract.

16. Vacation:

At the commencement of the 2010-11 year of employment and each year thereafter, the Superintendent shall be entitled to utilize 25 days of vacation, exclusive of legal holidays. Should the Superintendent render less than a full year of service, said yearly allotment shall be reduced upon a pro rata basis and the Superintendent shall be required to reimburse the School District for any day(s) utilized in excess of said pro rata allotment. This vacation period shall be non-cumulative from year to year (July 1 to June 30) and, thus, any and all days remaining unutilized on June 30 of each year shall lapse, except that the Superintendent may carry over or accumulate up to 10 days to be used in the next fiscal year. Such days shall be taken at the Superintendent's discretion and reported in the same manner as other employees. Prior notice of scheduling vacation time over 5 consecutive days shall be provided to the President of the Board of Education.

17. Insurance Benefits:

The School District shall provide the Superintendent the following insurance benefits:

- Disability Insurance – The Board shall provide without cost to the Superintendent comprehensive Sick and Accident Insurance on a Long Term Disability policy assuring payment to the Superintendent in the event of illness. Monthly benefits will commence after the 61st day of disability and benefits will be payable to age 65 at 66-2/3% of Superintendent's salary according to the insurance policy in effect. If the Superintendent has days of accumulated sick leave beyond the 61st day of disability, he shall be guaranteed full take home pay for the number of days. He shall receive from the Board the difference between the allowance under the insurance and his regular salary (after taxes) to the extent and until such time as he shall have used up any leave time provided.
- The Board will provide fully paid health (Hospitalization coverage equivalent to Blue Cross/Blue Shield Community Blue), \$10.00 generic/\$20.00 brand name Drug Rider, and Semi-Private Service at no cost for the Superintendent and his family.
- Effective July 1, 2012 and every year thereafter, said employee will pay 20% of health care as defined in MCL 388.1622f. This amount will be an automatic deduction from his pay checks.
- The Board agrees to provide the Superintendent with life insurance and Accidental Death and Dismemberment protection in the amount of three times the base salary, up to a maximum of \$300,000.
- If the Superintendent is absent because of an injury or disease compensable under the Michigan Worker's Compensation Law he shall receive from the Board the difference between the allowance under the Worker's Compensation Law and his regular salary for the first 60 days. Beginning with the 61st day, the Superintendent will be compensated according to the terms of the Disability Insurance policy.
- The Board agrees to pay for Group Dental Insurance according to the terms and conditions of the Board approved Dental Carrier as of October 23, 2001.
- The Board agrees to pay for Group Vision Care Insurance according to the terms and conditions of the Board approved Vision Carrier as of October 23, 2001.
- If the Superintendent does not elect to receive health insurance coverage, he shall receive the agreed upon opt-out amount each year, payable monthly over 12 months, beginning in September of each year. Under this arrangement, the Superintendent shall continue to receive dental, vision,

long-term disability and life insurance coverage. The Superintendent may elect to receive health insurance at any time during the year if there is a change in circumstances and return any pre-paid compensation for not taking insurance (i.e. the Superintendent's spouse loses health insurance coverage).

18. Leave:

The Superintendent shall be provided 12 days per school year of fully compensated leave for illness/sickness of a temporary or non-disabling nature. Any of such days unused at the conclusion of a school year shall be permitted to accumulate up to 187 days for use as fully compensated leave days for sickness/disability or disability incurred in a later school year. Such accumulation of unused leave shall not be available for pay out at any time. The Superintendent shall report, in writing to the District, absences taken pursuant to this Paragraph, contemporaneous with the utilization of such leave days.

19. Indemnification:

A. Liability Insurance Coverage:

The School District shall purchase insurance to indemnify the Superintendent in connection with claims for injuries to persons or property allegedly caused by the Superintendent's conduct, excluding gross negligence, criminal activity, or intentional misconduct, arising during the course of his employment and while he was acting within the scope of his employment. The limitations and other provisions of such coverage shall be equal or substantially the same as that provided to Board of Education members for claims of a similar type and nature.

B. Asbestos Indemnification

The Board of Education shall indemnify the Superintendent, without further act on his part, to indemnify from the Board of Education for all expenses, including the cost of investigation and defense, amounts of Judgments, and amounts of reasonable settlements incurred by him in connection with or arising out of any claim, action, suit or proceeding in which he may be involved by reason of his acting as such designated person on behalf of Grosse Ile Township Schools. This indemnity shall include all acts of such individuals, even if deemed to be acts of negligence on his part, but shall not include the indemnity or acts of willful misfeasance, bad faith, or reckless disregard of duties in the conduct of these designated responsibilities. The right of indemnification shall inure to the benefit of the Superintendent and shall remain in force even though he may no longer be an employee of the Grosse Ile Township Schools.

20. Paid Holidays:

The Superintendent shall be entitled to paid leave for the following 11 holidays:

Independence Day	Day before New Year's Day
Labor Day	New Year's Day
Thanksgiving	Good Friday
Friday following Thanksgiving	Easter Monday
Day before Christmas Day	Memorial Day
Christmas Day	

21. Mid-Term Termination of Contract:

In addition to any other rights the School District may have by law or under this contract, this Contract may be terminated at any time during its term by the School District if there is reasonable and just cause for termination due to acts of moral turpitude, misconduct or material and substantial violation of this Contract by the Superintendent. In such event, the Superintendent shall be advised, in advance, of the Board of Education's intention to consider effecting such a mid-term termination and provided an opportunity for a hearing in regard to the prospect of such termination, which hearing may be open to the public or closed, at the Superintendent's option. In the event the Superintendent elects to contest the Board of Education's disposition 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 this State. The scope of the arbitrator's review pursuant to this submission agreement shall be limited to determining whether the Board of Education acted with reasonable and just cause in its determination to terminate the Superintendent's employment. The arbitrator shall be selected through the mutual cooperation between the representatives or counsel for the respective parties, failing agreement on which, may be referred by either party to the Detroit Regional Office of the American Arbitration Association for appointment of an arbitrator and processing under their Voluntary Labor Arbitration Rules. The School District shall pay all costs of the arbitration proceedings, including the arbitrator's fees, but the Superintendent shall pay his costs, including his attorney fees.

The intent of the parties hereto is that any and all disputes arising from this Contract shall be submitted to arbitration and not to the courts.

22. Totality of Terms/Superseding Prior Agreements:

This Contract contains all the terms agreed by the parties with respect to the subject matter of this Contract and supersedes all prior agreements, arrangements, discussions and communications between the parties concerning the Superintendent's employment relationship with the School District, whether oral or written.

23. Non-renewal of Contract:

As recited in Paragraph 1 herein, this Contract shall terminate on June 30, 2016. The decision whether to renew or not to renew the Contract shall be within the discretion of the Board of Education. However, in the event that the Board of Education shall decide not to renew this Contract or extension(s) thereof, prior written notice of such non-renewal shall be given to the Superintendent at least 90 days before the termination of the Contract in conformity with the School Code of 1976, as amended by Public Act 289 of 1995, as such pertains to superintendents.

24. Employment Following Non-renewal or Termination:

In the event this Contract is non-renewed or the Superintendent's employment as an administrator is otherwise terminated, the Superintendent shall be afforded any applicable right to which he is entitled under the Michigan Teachers' Tenure Act to employment as a teacher, in conjunction with the relevant provisions of any applicable collective bargaining agreement.

25. 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.

**GROSSE ILE TOWNSHIP SCHOOLS
BOARD OF EDUCATION**

By: _____ Date: _____
Terese S. Hunter, President

By: _____ Date: _____
William D. Tuinier, Treasurer

_____ Date: _____
William W. Eis
Superintendent of Schools