

**EASTPOINTE COMMUNITY SCHOOLS
SUPERINTENDENT'S CONTRACT OF EMPLOYMENT**

This Contract (the "Contract") is made and entered into this 25th day of January 2021 by and between the EASTPOINTE COMMUNITY SCHOOLS BOARD OF EDUCATION, hereinafter referred to as "Board" or "District," and Dr. Ryan P. McLeod, Superintendent, hereinafter referred to as "Superintendent."

WHEREAS, a written contract between the District and the Superintendent is required by applicable law, and the parties believe that such a written Contract is necessary to describe their relationship and to serve as the basis for effective communication between them in the fulfillment of their governance and administration of the educational and operational programs of the District.

NOW, THEREFORE, the District and the Superintendent, in consideration of the premises and the covenants herein specified, agree as follows:

1. **TERM.** Subject to the satisfactory completion of all background checks required within the Michigan Revised School Code, the District hereby employs and the Superintendent hereby accepts employment as the Superintendent of Schools for a term of five years beginning January 26, 2021 and ending June 30, 2025, unless otherwise terminated under the terms and conditions stated herein. Further, on the June 30th following the renewal hereof, and each June 30 thereafter, unless the Board of Education notifies the Superintendent by the February 1 preceding the June 30 date, this Agreement shall automatically renew such that it shall always be in the first year of a five year agreement.

2. **DUTIES.** The Superintendent represents that he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the provisions of Sections 1246 and 1536 of the Revised School Code, the regulations of the Michigan Department of Education, and those required by the Board of Education to serve in the position assigned. The Superintendent agrees, as a condition of his continued employment, to meet all certification and continuing education requirements for the position assigned, as are and may be required by law or by the Michigan Board of Education. If at any time the Superintendent fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

The Superintendent agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. The Superintendent agrees to faithfully perform those duties assigned by the Board of Education and to comply with the directives of the Board of Education with respect thereto. The Superintendent further agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations, and by the Board of Education, to carry out the educational programs and policies of the School District during the entire term of this Contract. The Superintendent agrees to devote substantially all of his business time, attention and services to the diligent, faithful and

competent discharge of his duties on behalf of the School District to enhance the operation of the School District and agrees to use his best efforts to maintain and improve the quality of the programs and services of the School District.

Among the Superintendent's duties are expected attendance at all Board of Education meetings and committee meetings, attendance and participation in substantially all District functions, or, on occasion, other civic activities having relation to the District's interests within the District's community. Furthermore, the Superintendent shall prepare the agendas for each Board of Education meeting in accordance with Board policy, and forward same to each member of the Board, along with his recommendations and supporting documents on each agenda item sufficiently in advance of the meeting so that each member may assimilate such information prior to the meeting. The Superintendent shall report to the Board information which would, or might, affect or be relevant to the business of the District. The Board collectively and individually shall refer promptly all complaints and suggestions called to their attention to the Superintendent for study and recommendation.

The Superintendent, as part of his duties, shall supervise the preparation of the annual budget and recommend a balanced budget to the Board of Education and shall ensure that there shall be no unreasonable material deviations from that budget during the fiscal year to which that budget applies.

4. **EVALUATION.** The Board will evaluate the Superintendent's performance annually and in writing, on or before July 1, using an evaluation instrument with multiple rating categories, that takes into account, among other things, data on student growth and the District's financial viability as significant factors, and that is mutually agreeable and compliant with the requirements of MCLA 380.1249, provided that the Board will establish the evaluation instrument and criteria in the absence of agreement reached regarding same by March 1. The Board will grant a request by the Superintendent to meet to discuss his written evaluation in a manner consistent with the requirements of Michigan's Open Meetings Act. The Board and Superintendent will meet to establish goals and objectives by October 1 each year.

5. **EXTENSION.** This contract may be extended either by option of the Board of Education, as follows: the Board of Education, no later than April 1 of each year during the term of this contract, may, upon mutual agreement, extend the contract term for an additional one-year period. In exercising this option, the Board of Education also shall establish the annual salary, or parameters for that salary, to be paid to the Superintendent for the school year included in the extension. All other terms and conditions of this contract shall remain unchanged. The Board of Education in its sole discretion and with or without cause may decline to extend this contract.

For so long as MCLA 380.1229 governs extension and renewal of contracts for superintendents, the timelines for nonrenewal shall be observed. In the event MCLA 380.1229 is repealed or amended, then the repeal or amendment of same shall govern this Contract.

6. **TENURE EXCLUSION.** This contract does not confer tenure upon the Superintendent in the position of Superintendent or any other administrative position in the district.

7. **COMPENSATION.** The Board of Education shall pay to the Superintendent an annual salary of **\$145,000** dollars for each year of the contract. The salary shall be paid in 24 equal installments.

An annual annuity in the amount of **\$5,000** will be paid to the firm designated by the Superintendent upon initiation of this Contract and each July thereafter for the term of the Contract.

Consistent with the requirements of applicable legislation, the Superintendent shall be eligible for a merit pay bonus based upon his performance of up to **\$3,000**, which shall be paid in June or July. For 2016-17 and subsequent years, the Superintendent shall receive the full amount of such bonus if he is rated highly effective on his final year-end evaluation, one half of this amount if he is rated effective on his final evaluation, and shall not receive any bonus if he is rated minimally effective or ineffective on his final evaluation.

9. **INSURANCE BENEFITS.** During the term of this contract, the Superintendent shall receive the insurance benefits provided by the school district to full-time, professional administrative staff on the same basis as available to those staff members in accord with the Board of Education policy, including any required contributions. In all cases, this provision shall be subject to applicable law, including Public Act 152. Additionally, such insurance benefits are subject to change at any time on the same basis as changed for full-time, professional administrative staff. In the event that the Superintendent's employment is terminated due to the impact of the involvement of the State School Reform Office or other State actor which requires or suggests to the Board that the this Contract should or must be terminated, then the Superintendent shall be entitled to continue his insurance fully paid by the District for a period of twelve (12) months from the date of such termination.

10. **OTHER BENEFITS.** The Superintendent is entitled to the following specific benefits:

- A. Twenty five (25) days of vacation which may be taken in a manner that does not interfere with his duties. The Superintendent may elect to be paid for up to five (5) unused paid time off days annually. The Superintendent may elect to accumulate up to 30 unused Paid Time Off days which will be paid at the current daily rate upon resignation or retirement.
- B. The Superintendent shall receive a holiday/break with pay at the employee's current regular rate for the holidays/breaks that fall within the regular work year as indicated on the administrative calendar.
- C. Reimbursement for business related mileage costs at the current applicable District rate.
- D. The District will provide life insurance/AD&D policy for the Superintendent at double the annual salary to a cap of \$300,000, with the Superintendent or his estate, as applicable, liable for any taxes upon such policy.
- E. Long-term disability paid at 66.67% of the Superintendent's current regular salary in accordance with the District's policy.

- F. Funeral leave on the same basis as other administrative staff.
- G. Superintendent shall be eligible for Central Office Sick Bank.

10. **REIMBURSEMENT OF EXPENSES.** The Board of Education shall reimburse the Superintendent for all actual and necessary business expenses related to the performance of the Superintendent's duties on behalf of the District. This will include local and state conferences to a maximum of \$1,500 per conference without prior board approval and membership dues to two professional organizations.

11. **RESIGNATION OR RETIREMENT.** The Superintendent shall provide one hundred twenty (120) days written notice to the Board for retirement or resignation from this position.

12. **TERMINATION.** If, at any time, the Superintendent fails to maintain the credentials and qualifications for the position of superintendent as required by this contract, the contract shall automatically terminate. The Superintendent may not be discharged nor this contract terminated for reasons that are arbitrary and capricious. 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 of Education.

The Board shall be entitled to terminate and discharge the Superintendent from employment at any time during the term of this Contract for reasons that are not arbitrary or capricious. In the event that the Board undertakes to terminate and discharge Superintendent from employment during the term of this Contract, he/she shall be entitled to written notice of charges and after ten (10) days following that written notice, an opportunity for a hearing before the Board. Said hearing shall be public or private at the option of the Superintendent. At such hearing, he may have legal counsel and present witnesses on his behalf at his own expense. In the event of termination and discharge of Superintendent from employment during the term of this Contract, the Board shall have no further obligation to Superintendent under the terms of this Contract as of the date of the termination and discharge.

Only the Board may terminate the employment of the Superintendent hereunder. However, if the Superintendent is terminated, or effectively terminated, by action of the School Reform Officer or other State-actor or party acting on behalf of the State which requires or suggests to the Board that the this Contract should or must be terminated, then the Superintendent shall be entitled, as severance, to salary equivalent to the number of remaining years on his contract as of the date of termination or effective termination.

13. **SEVERABILITY.** If any provision of this contract is ruled illegal or unenforceable by a court of competent jurisdiction, the remainder of the contract not affected by the ruling shall remain valid and in effect. This Contract shall be governed by MCLA 380.1229, unless that statute is repealed or amended, in which case the appealed or amended MCLA 380.1229 shall govern.

14. ARBITRATION. The Superintendent and the District agree that any and all claims arising from, or relating to, the Superintendent's employment with the District or this Contract will be subject to final and binding arbitration according to the American Arbitration Association's National Rules for the Resolution of Employment Disputes. The Superintendent and the District also agree that a judgment on the award of the arbitrator(s) may be entered in any court of competent jurisdiction. The Superintendent and the District acknowledge and agree this paragraph of this Contract precludes either from filing covered claims in court and, therefore, waive any otherwise available right to trial by jury. The parties shall split the cost of arbitration and the parties stipulate that this provision is not an employer sponsored plan.

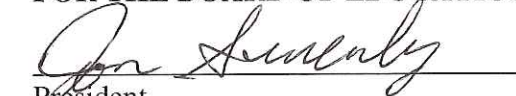
Notwithstanding the foregoing, any action or suit by the Superintendent concerning anything related to the employment relationship with the District shall be commenced within six (6) months of the occurrence of said alleged cause of action. The Superintendent hereby waives any statute of limitations granting a greater time to bring said claim. Any claim not commenced within six (6) months of the alleged cause of action shall be barred. For purposes of this subparagraph, the term "commenced" means "filing a summons and complaint with the court having jurisdiction or filing written complaint or charge with the appropriate administrative agency." The foregoing does not apply to a situation in which the Superintendent is discharged or constructively discharged by action of the School Reform Office, in which case there is no limitation, except applicable statutes of limitation or repose, on his ability to pursue a cause of action against a person, persons, entity or entities other than the School District.

15. ENTIRE AGREEMENT. This Contract is the parties' entire agreement and supersedes any other agreement or understanding, verbal or written, and may not be modified or rescinded except by another written agreement signed by the Superintendent and approved by the Board in compliance with the Open Meetings Act.


16. GOVERNING LAW. This Contract is governed by and shall be interpreted in accord with the laws of the State of Michigan.

This contract is executed by the following signatures:

FOR THE BOARD OF EDUCATION




President



Secretary

BY THE SUPERINTENDENT



Superintendent

1/26/2021

Date