

**SUPERINTENDENT CONTRACT OF EMPLOYMENT
GRAND RAPIDS PUBLIC SCHOOLS**

THIS CONTRACT OF EMPLOYMENT is entered into by and between the **Grand Rapids Public Schools Board of Education**, hereinafter referred to as the "Board", and **Leadriane Roby, Ph.D.** hereinafter referred to as the "Superintendent".

WHEREAS, the Board, in a meeting held on September 6, 2022, approved the employment of the Superintendent in accordance with the terms and conditions of this contract, and the Superintendent desires to be employed by the Board in accordance with the terms and conditions of this contract, the parties in consideration of the mutual promises contained in this contract agree to the following:

1. CONTRACT PERIOD

This contract shall take effect on September 6, 2022 and continue in force through June 30, 2026.

2. DUTIES AND QUALIFICATIONS

The Superintendent represents that she 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 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 all 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 there to. 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. Compliance with any federal, state, or local law or regulation shall not be considered "just case" for termination or discipline. The Superintendent agrees to devote substantially all of business time, attention and services to the diligent, faithful and competent discharge of duties on behalf of the School District to enhance the operation of the School District and agrees to use best efforts to maintain and improve the quality of the programs and services of the School District.

3. COMPENSATION

- a. The Board agrees to pay the Superintendent an annual salary of \$234,465 for services during each year of the contract in equal biweekly installments. The Superintendent shall receive a salary increase for each of the two remaining contract years at the percentage rate given to exempt employees. The Board retains the right to adjust upward the annual salary of the Superintendent based on performance. The Superintendent will be enrolled in the Michigan Public School Retirement System (MPSRS) unless she chooses to opt-out of that system. The Salary shall increase annually by 2% if she achieves an effective evaluation or 3% for a highly effective evaluation. The increase shall not exceed the increase given to the administrative group.
- b. The District shall make a contribution to a Section 403(b) tax-sheltered annuity on behalf of the Superintendent in the amount of ten percent (10%) of salary payable annually. There shall be no option to receive the amount by payroll check as additional salary. The Superintendent shall be allowed to select the financial provider to which the contribution shall be paid from the approved list of providers maintained by the District for its 403(b) program.
- c. Longevity Pay: In recognition of time served as Superintendent in the district, the board agrees to pay 3% of the annual salary in the 2022/2023 school year. This will increase annually by 0.5% after the 2022/2023 school year. There is cap on longevity at 5%.

4. EVALUATION

The Board will evaluate the Superintendent's performance at least annually and in writing by no later than December 31, according to board policy 2250, using an evaluation instrument with multiple rating categories; that takes into account data on student growth as a significant factor and established performance goals, and that is mutually agreeable, provided that the Board will establish the evaluation instrument and criteria in the absence of agreement.

5. HOLD HARMLESS

In light of the unique nature of the professional duties of the Superintendent, the Board shall ensure that the Superintendent is covered by an insurance policy that defends, indemnifies, and holds the Superintendent harmless for any decisions, actions, or inactions related to the employment or duties of the Superintendent. This right of defense and indemnification survives the termination of this contract for any matter related to any decision, action, or inaction taken during the course of the Superintendent's employment or during the term of this Agreement.

6. FRINGE BENEFITS

Leave privileges, insurance, and other fringe benefits shall be as follows, provided that they shall be prorated in the event the Superintendent is not employed the entire fiscal year:

- a. It is understood that insurance benefits provided by the Board to the Superintendent are subject in all respects to the rules and regulations of the various insurance plans provided by the district, as well as any statutorily mandated employee contribution.

- b. The Superintendent shall accrue thirty (30) vacation days at the outset of each year of the contract. The Superintendent may request pay in lieu of taking up to fifteen (15) unused vacation days paid out at the Superintendent's daily rate. If Superintendent requests pay in lieu of vacation, the Superintendent shall notify the Board President of this request by June 1st of each year. - Any accrued vacation days that are not used by June 30, will be placed in the Superintendent's accumulated vacation leave bank to a maximum of fifty (50) vacation days. The Superintendent will be paid for all unused vacation days upon the completion of this contract or termination of employment with the district with such days to be paid at the Superintendent's daily rate at that time based on a work year of two hundred forty (240) days. The Superintendent may take two (2) vacations annually of five (5) days without prior approval. When more than five (5) days of vacation are to be used at a time, the Superintendent shall mutually arrange for the scheduling of such vacation time with the Board President or Vice President in the President's absence.
- c. The Board will provide the Superintendent with sick leave, leave without loss of pay, holiday pay, cell phone allowance and insurance coverage similar, but at least equal, to that provided by the Board for other executive personnel employed by the district. These benefit levels shall not be decreased during the life of this agreement. This shall include insurance protection for dental and orthodontics, long-term disability, full family health, vision coverage as offered to other administrators. During the term of this agreement, the Board shall pay the annual premium for two hundred fifty thousand dollars (\$250,000) in term life insurance policy to be selected by the Superintendent.
- d. The Board shall provide or reimburse the Superintendent's reasonable and necessary business expenses, such as meals and lodging, which are in keeping with the duties of the Superintendent. These expenses shall be reimbursed per Board policy with the approval of the Board President.
- e. The Board shall pay the annual membership dues of the Superintendent for two (2) state and two (2) national professional education organizations and pay the annual membership dues to other organizations and associations upon the request of the Superintendent with the prior approval of the Board.
- f. The Board shall provide the Superintendent with an automobile allowance of \$500 per month (up to \$6,000 annually).

7. PROFESSIONAL GROWTH

- a. The Superintendent may attend appropriate professional education meetings at the local, state, and national levels and shall be reimbursed for reasonable and necessary receipted expenses in connection with such meetings. Prior approval from the Board President or Vice President in the President's absence shall be required for meetings at the national level, except for the annual conference of the American Association of School Administrators.

- b. The parties recognize that relevant courses of a continuing education nature, whether at a college, university, or otherwise, may be beneficial. The Board will reimburse the Superintendent for courses necessary to satisfy the continuing education requirements established by Michigan law and regulations, provided the Superintendent receives a grade of "B" or better; with such reimbursement to cover tuition, books, and fees for courses to a maximum of \$4000 annually.
- c. The Superintendent agrees to and shall, during the term of this agreement, devote time, attention, and energy to the position of Superintendent of the district. However, the Superintendent may serve as a consultant to other districts or other educational agencies or association, lecture, engage in writing activities and speaking engagements, and engage in other activities which are of a short duration at the Superintendent's discretion, keeping the subject to approval of the Board President. Which such outside activities require the Superintendent to be absent during the regularly scheduled work hours, the Superintendent may use vacation leave to perform such activities and may retain any honorarium paid. In no case will the district be responsible for any expense related to the performance of outside activities.

8. TENURE

The Superintendent shall not acquire tenure as an administrator in the position of Superintendent or in any other non-classroom position to which the Superintendent may be assigned.

9. EXTENSION

This contract may be extended either by option of the Board of Education or by operation of law, as follows:

- a. *Board Option.* The Board of Education, no later than June 30 of each year during the term of this contract, may extend the contract for an additional one-year period. In exercising this option, the Board of Education also shall establish the annual 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 an additional year.
- b. *Operation of Law.* Unless the Board of Education gives written notice of non-renewal of this contract to the Superintendent at least 90 days before the contract's termination date, this contract will, without further action, be automatically renewed for an additional one-year period as provided by Public Act 183 of 1979, now being MCL 380.1229. The Superintendent shall advise the Board of Education of this obligation in January if the contract terminates at the end of that school year and the Board shall conduct the evaluation of the Superintendent prior to March 30 of that year.

10. TERMINATION

- a. The Superintendent shall be subject to discharge only for reasons that are not arbitrary and capricious. If the Board proposes to discharge the Superintendent, it shall provide the Superintendent with a written notice of the basis for the discharge. It shall also permit the Superintendent to have a hearing before the Board and arbitration as outlined in Number 14 herein. If the Superintendent chooses to be accompanied by legal counsel at the hearing, all fees related to the Superintendent's legal counsel shall be the sole responsibility of the Superintendent.
- b. Should the Superintendent be unable to perform the essential functions of the job by reason of illness, accident, or other cause beyond the Superintendent's control and the disability lasts for a period of more than the period of accumulated sick leave, but less than long term disability eligibility, during any school year, the Board may in its discretion make a proportionate reduction from the annual salary.
- c. This agreement shall automatically terminate if the Superintendent dies or is determined to be totally disabled. The Superintendent will be considered totally disabled if the Superintendent's mental or physical condition prevents the performance of the essential duties under this agreement and the disability makes the Superintendent eligible to receive long-term disability benefits under the long-term disability program made available to the Superintendent by the district.

11. RESIDENCE

The Superintendent agrees to maintain residence within twenty (20) miles of the district border for the term of this agreement and any extensions. The district strongly encourages residency within the district boundaries.

12. RESIGNATION

The Superintendent agrees to give ninety (90) days written notice to the Board of intention to terminate this agreement.

13. DISPUTE RESOLUTION

Except as otherwise stated herein, any and all disputes, controversies or claims arising out of or in connection with or relating to this contract, or any breach or alleged breach thereof, or any claim that the Board violated any local, state or federal statute or state or federal constitution,

including, but not limited to: the Michigan Elliott-Larson Civil Rights Act, the Michigan Persons with Disabilities Civil Rights Act, the Michigan Freedom of Information Act, the Age Discrimination in Employment Act, and Title VII of the Civil Rights Act of 1964, all as amended; Michigan common law doctrines; or tort claims relating to the employment relationship with the Board shall, upon the request of the party involved, be submitted to and settled by arbitration in the state of Michigan pursuant to the applicable rules of the American Arbitration Association (or any other place or under any other forum of arbitration mutually acceptable to the parties involved), arbitration under this provision shall be conducted pursuant to the Michigan Arbitration Act, MCL 600.5001 *et seq.*, MCR 3.602, and shall be subject to the following terms:

- a. The parties specifically agree to arbitrate with the other party in a joint proceeding with regard to all common issues and disputes. As such, neither party may litigate such claims against each other in court. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.
- b. Notice of the demand for arbitration shall be filed, in writing with the other party to this agreement with the American Arbitration Association ("AAA"). The demand for arbitration shall be made within 180 days after the claim, dispute, or other matter in question arose. Each party is responsible to pay the initiation fee assessed by AAA.
- c. The parties have the right to be represented by counsel of their choice and at their cost.
- d. With respect to any statutory claims, the parties shall be permitted pre-hearing discovery in the time and manner provided by the Michigan Court Rules.
- e. An arbitrator shall be chosen according to the American Arbitration Association procedures and shall be impartial to the matter. The arbitrator shall be sworn to hear and decide the matter fairly.
- f. The arbitrator shall have no power to add to, subtract from, or alter the terms of this agreement, and shall render a written decision setting forth findings of fact and conclusions of law only as to the claims or disputes at issue.
- g. This arbitration procedure does not waive or limit, in any way, any statutory damages to which the Board or Superintendent is entitled. The Board and Superintendent shall share the cost of arbitrator fees. Each party shall pay for its own costs and attorney fees, if any. If any party prevails on a statutory claim that entitles the prevailing party to attorney fees, the arbitrator may award reasonable fees to the prevailing party in accordance with such statute.
- h. Any award by the arbitrator shall be final, conclusive, and binding upon the parties, and a judgment thereon may be entered in any court, state or federal, having jurisdiction. Upon the entry of an arbitral award in favor of the Superintendent, the Board shall have 60 days after its receipt of the award within which to fully comply with the order, and a judgment may not be entered to enforce the award until after such time.

14. AMENDMENT

This document constitutes the entire agreement between the parties with respect to the subject matter and may not be amended, renewed, or extended except in writing, after adoption by the Board and executed by the parties.

IN WITNESS WHEREOF, the parties hereto set their hand on this date.

Board of Education



President



Secretary



Superintendent