

-EXHIBIT A-

**AT-WILL EMPLOYMENT CONTRACT  
BETWEEN CHIEF EXECUTIVE OFFICER AND  
CLEVELAND MUNICIPAL SCHOOL DISTRICT**

This At-Will Employment Contract (the “Contract”) is between **Eric S. Gordon (the “Chief Executive Officer”)** and **the Board of Education (the “Board”) of the Cleveland Municipal School District (the “District”)**. The Chief Executive Officer will serve as the Chief Executive Officer of the District (the “District”) pursuant to Ohio Revised Code § 3311.72(B).

**I. TERM**

The Board employs the Chief Executive Officer, and the Chief Executive Officer accepts employment, as the Chief Executive Officer for the District under this Contract which commences as of July 1, 2012 and ends on June 30, 2015, unless extended, by mutual agreement of the Chief Executive Officer and the Board, with the concurrence of the Mayor of the City of Cleveland (the “Mayor”). After the initial commencement date of the Contract, the Contract year shall commence each July 1 and end each June 30. Pursuant to Ohio law, unless the Chief Executive Officer chooses to terminate this contract at a prior time, the Chief Executive Officer will serve at the pleasure of the Board, with the concurrence of the Mayor required for removal. This contract supersedes any previous contracts between the Chief Executive Officer and the District.

**II. EMPLOYMENT**

**A. Duties**

The Chief Executive Officer agrees to perform all duties and exercise all powers of a chief executive officer as prescribed by this Contract, by the Board and by Ohio Revised Code §§ 3311.72 and 3311.74, subject to the Constitution and laws of the United States, the laws of the State of Ohio, the rules and regulations of the Ohio Department of Education, and the policies adopted by the Board pursuant to those laws, regulations and rules.

It shall be the duty of the Chief Executive Officer to:

1. Assume administrative responsibility and leadership for the planning, operation, supervision, and evaluation of the education programs, services, and facilities of the District and for the annual performance appraisal of the District’s staff;
2. Assume administrative authority and responsibility for the assignment, reassignment, and evaluation of District personnel;
3. Hire the District’s personnel, subject to Board approval and consistent with Ohio law and Board policy;

4. Initiate the termination or suspension of an employee's employment or the non-renewal of an employee's contract;
5. Manage the day-to-day operations of the District as its administrative manager;
6. Prepare and submit to the Board annually a proposed budget covering all estimated revenue and proposed expenditures of the District for the following fiscal year, and report monthly to the Board as to current revenue and expenditures compared to budget;
7. Prepare recommendations for policies to be adopted by the Board and oversee the implementation of adopted policies;
8. Develop appropriate administrative regulations to implement policies adopted by the Board;
9. Provide instructional leadership for the attainment of student performance based on the academic excellence indicators adopted by the Ohio Board of Education and other indicators adopted by the Board;
10. Organize the District's central administration;
11. Supervise the District's infrastructure projects;
12. Implement the Academic Transformation Plan adopted by the Board on March 9, 2010, and the Cleveland Plan for Transforming Schools adopted by the Ohio Legislature as House Bill 525 on June 13, 2012, in order to substantially improve the academic achievement of all of the students of the District, and to regularly report to the Board on the progress of those Plans;
13. Recommend to the Board, the goals and objectives for collective bargaining with public employee unions, and such other involvement in collective bargaining as the Chief Executive Officer determines is appropriate;
14. Communicate and collaborate with all members of the Board; and
15. Ensure that the work of the District is carried out in a manner that is transparent and that reflects the principles set forth in the Board's Code of Ethics.

The Board retains full authority as provided under Ohio Revised Code §3311.72 with regard to the Chief Executive Officer and his employment.

**B. Employment Expectations and Goals**

The Chief Executive Officer will faithfully perform the job duties of the Chief Executive Officer, and will devote such time, energy and effort as necessary to accomplish, in an effective and professional fashion, the job duties which the Chief Executive Officer reasonably is expected to perform.

The Board and the Chief Executive Officer agree that the Chief Executive Officer's goals for the term of this contract shall include: 1) taking appropriate action for improving the District's graduation rate; 2) taking appropriate action for improving the school designation on the State Report Card of schools currently designated in Academic Emergency or Academic Watch; 3) taking appropriate action to actively recruit students and families in order to maximize enrollment in the District's higher performing schools; 4) taking appropriate action to develop and/or implement performance evaluation systems that reward and support effective principals and teachers and 5) presenting a revised Facility Plan for District buildings..

The Chief Executive Officer will not engage in outside activities which might interfere with performance of the duties expected and/or create a material conflict of interest between performance of those duties and the interests of the District. The Chief Executive Officer may serve on any boards which will not interfere with the performance of his duties and/or create a material conflict of interest between the performance of those duties and the interests of the Board at the time of appointment or thereafter, contingent upon the continued approval of the Board Chair. Vacation or personal leave will be used for all time devoted to such service, unless the Board Chair determines that such service by the Chief Executive Officer directly benefits the District.

The Chief Executive Officer shall conduct himself in an ethical and professional manner at all times in the execution of his duties as Chief Executive Officer, and shall be responsible for establishing a culture of ethical and professional conduct within the District. The Chief Executive Officer shall follow and enforce the Code of Ethics adopted by the Board. The Chief Executive Officer shall, as required by Ohio law, file an annual financial disclosure statement with the Ohio Ethics Commission, and shall provide a copy of that statement to the Board Chair.

In the event that the Chief Executive Officer should be arrested or charged with any crime, or subpoenaed by any court or grand jury, the Chief Executive Officer shall immediately notify the Board, through the Board Chair.

**C. Evaluation**

The Board shall evaluate and assess the performance of the Chief Executive Officer in writing at least once a year, no later than May 15 of each Contract year. The Chief Executive Officer shall provide the Board with such information as is reasonably necessary for it to perform the annual evaluation of the Chief Executive Officer. The Board shall evaluate the Chief Executive Officer based upon his execution of the duties set forth in Section II-A of this Contract, and the

progress toward meeting the goals set forth in section II-B of this Contract. The meetings at which the Board evaluates the Chief Executive Officer will be held in a closed executive session unless the Board and the Chief Executive Officer agree that it should be held in an open meeting, except as required by law. In the event that the Board determines that the performance of the Chief Executive Officer is unsatisfactory in any respect, the Board shall describe in writing, in reasonable detail, the unsatisfactory performance and will include recommendations as to areas of improvement in all such instances. The Chief Executive Officer will have the right to make a written response to the evaluation including plans to remediate deficiencies identified in the evaluation.

**D. Contract Renewal**

The District may, by action of the Board, and with the agreement of the Chief Executive Officer, extend the term of this Contract as permitted by State law. No right of tenure is created by this Contract. On or before June 1, 2015, the Board will consider whether to extend this Contract for an additional period of time, with the concurrence of the Mayor.

**E. Board Meeting and Relations**

The Chief Executive Officer, if requested, shall attend all meetings of the Board and all Board committee meetings, either in person or by appropriate designee.

The Chief Executive Officer shall keep the Board informed regarding the operations, finances and academic progress of the District, and shall promptly respond, through the Board Chair, to inquiries or requests for information from the Board.

**III. SALARY**

The Chief Executive Officer shall be paid a salary at an annual rate of \$227,700.00 during the period from the commencement of this Contract through June 30, 2015, payable in equal installments at such intervals as is provided for the payment of salaries for regularly appointed full-time administrators of the District.

**IV. ADDITIONAL COMPENSATION AND BENEFITS**

**A. Retirement Benefits**

The Chief Executive Officer shall be entitled to receive any retirement benefits applicable to participants in the State Teachers Retirement System (STRS), that are otherwise available to regularly appointed full-time administrators of the District. The Board shall pay only the employer's contribution to STRS, as required by law. The Chief Executive Officer shall pay the employee's contribution to STRS through payroll deduction.

**B. Health Benefits**

The Board shall provide for the Chief Executive Officer the group health insurance benefits for which he is eligible, as available to, and in the same terms as, regularly appointed full-time administrators of the District.

**C. Life Insurance**

The Board shall provide the Chief Executive Officer life insurance coverage as available to, and in the same terms as, regularly appointed full-time administrators of the District.

**D. Sick and Personal Leave**

During employment, the Chief Executive Officer shall be entitled to the maximum sick leave and personal leave as provided to regularly-appointed full-time administrators of the District, pursuant to State law, which is currently fifteen (15) days of sick leave and three (3) days of personal leave annually. The Chief Executive Officer shall be allowed to use all accrued sick and personal leave while employed by the District, subject to the same eligibility limits for use as regularly-appointed full-time administrators of the District. The Chief Executive Officer shall be eligible for payment for accrued unused sick leave, if any, at the Chief Executive Officer's then current rate of compensation upon retirement, subject to any limits established by State law, including Ohio Revised Code § 124.39, or Board policy.

**E. Vacation**

The position of Chief Executive Officer shall be a full-time fifty-two (52) week position and the Chief Executive Officer shall be provided with thirty (30) days of annual vacation. Such vacation time may be used immediately and in full without the necessity of any accrual period prior to use, and may be carried over if unused at the end of the fifty-two (52) week work period without limit. The Chief Executive Officer shall be eligible for payment for accrued unused vacation leave, if any, at the Chief Executive Officer's then current rate of compensation upon separation from employment, subject to any limits established by State law or Board policy. In the event of Chief Executive Officer's death, such unused accumulated vacation leave will be paid in accordance with Ohio Revised Code § 2113.04. The Chief Executive Officer's daily rate of pay for vacation is calculated by dividing his then current annual salary by 260.

**F. Mileage Reimbursement**

The District will provide the Chief Executive Officer with mileage reimbursement at the usual rate as provided to all District employees, for travel in the Chief Executive Officer's personal vehicle while on School District business. No District vehicle shall be made available to the Chief Executive Officer for his transportation, nor shall any District employee be assigned or used to drive,

chauffeur or provide protective security service to the Chief Executive Officer. The Chief Executive Officer shall maintain a current valid State of Ohio driver license during the term of this Contract.

**G. Business Expenses**

The District will reimburse the Chief Executive Officer for all reasonable and usual expenses as provided by Board policy or as specifically approved by the Board through the Board Chair. This may include reimbursement for professional dues, meetings and conferences, and mileage reimbursement for travel in the Chief Executive Officer's personal vehicle while on District business. This does not include reimbursement for health clubs, social clubs or for in-town meals at which District business may be discussed.

**H. Cellular Telephone and Computer**

The District shall provide the Chief Executive Officer a cellular telephone providing nationwide coverage, and a laptop computer, both for his use on District business.

**I. Parking**

The District shall provide the Chief Executive Officer with parking for his personal vehicle at the Board of Education Administration Building garage.

**V. SEPARATION**

Notwithstanding anything herein to the contrary, including the reference to a specific term of employment, nothing in this Contract shall be deemed to constitute any obligation, express or implied, for continued employment by the District. Unless the Chief Executive Officer chooses to terminate this Contract at a prior time, the Chief Executive Officer shall serve at the pleasure of the Board, with the Mayor's concurrence required for removal. Upon separation from employment, the Chief Executive Officer shall retain his rights to earned unused vacation leave and to retirement benefits, which shall be deemed vested.

**A. Termination by Board**

Subject to the concurrence of the Mayor, the Board may at its option terminate the employment of the Chief Executive Officer at any time, by written notice of not less than sixty (60) days to the Chief Executive Officer. In such case, the District shall not be obligated to make any payments to the Chief Executive Officer, beyond salary earned prior to the termination date and the payment of accrued unused vacation leave as set forth in Section IV-E of this Contract.

Should the Board, subject to the concurrence of the Mayor, terminate the employment of the Chief Executive Officer for either 1) the embezzlement, misappropriation or misuse of funds; or 2) involvement in any activity which, if

proved in a criminal prosecution, would result in the conviction of a felony or other crime involving dishonesty or moral turpitude, the termination shall be effective immediately without the requirement of sixty (60) days notice.

**B. Termination by the Chief Executive Officer**

The Chief Executive Officer may terminate employment at any time by written notice of not less than sixty (60) days to the Board. In such case, the District shall not be obligated to make any payments to the Chief Executive Officer, beyond salary earned prior to the termination date and the payment of accrued unused vacation leave as set forth in Section IV-E of this Contract.

**VI. RESIDENCY**

The Chief Executive Officer agrees to reside within the geographical boundaries of the Cleveland Municipal School District during the term of this Contract.

**VII. INDEMNIFICATION AND DEFENSE**

The Chief Executive Officer shall be provided defense and indemnification for matters arising out of the performance of his duties for the District as provided by Ohio Revised Code § 2744.07.

**VIII. SAVINGS CLAUSE**

If any portion of this Contract is ruled to be illegal due to conflict with Ohio or Federal law, the remainder of this Contract shall remain in full force and effect for the full duration thereof.

**IX. CONSTRUCTION AND MODIFICATION**

The construction and operation of this Contract will be in accordance with the laws of the State of Ohio, and will not be modified except by written consent of the parties hereto.

BY: \_\_\_\_\_  
Denise W. Link  
Board of Education Chair

\_\_\_\_\_  
Eric S. Gordon  
Chief Executive Officer

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_