

## **Marshall Public Schools Superintendent Employment Contract**

In accordance with the action found in the meeting minutes of the **Board of Education** (the “Board”) of the **Marshall Public Schools** (the “District”) held on February 28, 2022, the Board appoints **Rebecca Jones** (the “Superintendent”) as its Superintendent of Schools according to the terms and conditions of this Contract.

1. **Term.** The Superintendent’s contract term shall begin on March 1, 2022 and end on June 30, 2027. Any extension of this Contract requires the Board’s express approval, unless otherwise addressed in Paragraph 26 (Contract Extension).
2. **Certification/Qualifications.** The Superintendent represents that she possesses and will maintain the requisite certification or qualifications to the position assigned and that this Contract is terminable if it is determined by the Board, the Michigan Department of Education, or other proper authority that the Superintendent does not possess the requisite certification or qualifications to perform the responsibilities associated with her position.

This provision is intended to enable the District to comply with applicable state laws pertaining to the certification and qualifications of the position of Superintendent and to avoid any jeopardy to the District’s operation or funding, or subjecting the Board, its members, or the District to any related fines, penalties, or sanctions of any nature.

3. **Duties.** The Superintendent shall faithfully and diligently perform the duties of Superintendent of the Marshall Public Schools as required by law and as prescribed by the Board through its policies, regulations, and directives, as well as those duties that may be further established, modified, or amended from time to time by the Board.
  - A. The Superintendent acknowledges the ultimate authority of the Board as to her duties and will comply with Board directives to implement the Board’s policies and education programs.
  - B. The Superintendent will comply with and fulfill all duties and tasks for which she is responsible as required by state and federal law, as well as by the Board.
  - C. The Superintendent shall recommend, effect, or cause to be effected, the Board's policies, rules, regulations, bylaws, and programs as may be needed.
  - D. As the chief executive officer of the District, the Superintendent will administer the District’s instructional, personnel, and business affairs, subject to the direction of the Board.
  - E. The Board delegates to the Superintendent the authority, as may be prescribed by law, District policy and enforceable District contracts, to make teacher placement and personnel assignment decisions.

- F. The Superintendent shall act as an advisor to the Board on matters pertaining to school administration, and shall inform the Board about administrative action taken on its behalf.
  - G. The Superintendent is subject to assignment and transfer to another administrative position of employment with the District at the Board's discretion, which shall not be exercised arbitrarily or capriciously. In the event of such assignment/transfer, the Superintendent's compensation and other group benefits shall be those as stated in this Contract, or otherwise reflect such terms that may be mutually agreed by the Superintendent and Board.
4. **Compensation.** The Superintendent shall receive compensation for the performance of duties under this Contract at the rate of One Hundred Sixty Thousand Dollars (\$160,000) for Two Hundred Sixty-One (261) days per Contract year. The Superintendent's daily rate is calculated by dividing the annual base rate by 261. The Superintendent shall receive no other remuneration for services rendered under this Contract, except as specifically described below:
- A. The annual salary shall be paid in twenty-six (26) substantially equal bi-weekly installments (unless otherwise agreed to by the parties), beginning with the commencement of the Contract year (July 1 - June 30) and pro-rated as appropriate.
  - B. Payroll deductions may be made as required by law or as authorized by the Superintendent.
  - C. Consistent with Section 1250 of the Revised School Code, the Superintendent's job performance and job accomplishment will be significant factors in determining any adjustment to the Superintendent's compensation. See MCL 380.1250.
  - D. Beginning with the 2023-2024 Contract year, the Superintendent's annual compensation will increase by three percent (3%).
  - E. The Superintendent will receive an annual community engagement stipend of Two Thousand Dollars (\$2,000) to be paid in a lump sum no later than August 1 of each Contract year. On an annual basis the Superintendent will report to the Board President how the stipend was used.
  - F. The Board retains the right to additionally increase the Superintendent's annual salary during the term of this Contract, but in no event shall the salary be less than that for the previous Contract year.
  - G. If, during the term of this Contract, the Board determines that the District's financial circumstances permit modification to the Superintendent's wage or benefits set forth in this Contract in a manner not otherwise specified herein, the parties will negotiate those potential changes in good faith to mutual agreement.

H. Any adjustment in salary made during the term of this Contract shall be in the form of a written amendment and, when executed by the Superintendent and the Board, shall become a part of this Contract.

5. **Compensation as Director of Business Operations.** While serving as the District's Interim Superintendent, the Superintendent also performed duties as the District's Director of Business Operations and was compensated for those additional duties. From March 1, 2022 through June 30, 2022 only, the Superintendent will be compensated an additional Twenty Thousand Dollars (\$20,000) for performing the additional duties as the District's Director of Business Operations. If a new Director of Business Operations begins work before June 30, 2022, this amount will be pro-rated accordingly.
6. **Annuity.** The District will make a total contribution of Twelve Thousand Dollars (\$12,000) per Contract year to the Superintendent's deferred annuity program (as directed by the Superintendent), to be paid in monthly increments of One Thousand Dollars (\$1,000).
7. **Insurance Programs.** Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder, or third-party administrator, beginning March 1, 2022, the Board shall make premium payments on behalf of the Superintendent and her eligible dependents for the following listed group insurance plans, subject to possible modification as stated below:
  - Medical health care benefit plan
  - Dental insurance
  - Vision insurance
  - Long-term disability insurance

Those insurance plans shall be identical to those available to other District administrators and as to both employer and employee contribution. The Board has the right to allocate to the Superintendent the responsibility for a lesser portion of the benefit plan costs for the insurance coverage specified above, as may be determined by the Board, in its discretion. The Board's contribution for the medical benefit plan shall not be less than the statutory amount necessary to comply with the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. Adjustments will be applied at the beginning of the medical benefit plan coverage year which begins on January 1 of each calendar year. The Board will notify the Superintendent of the amount for which she is responsible in excess of the Board-paid benefit plan costs contributions. The amount of benefit plan cost contributions designated by the Board as the Superintendent's responsibility shall be payroll-deducted from the Superintendent's wages.

Alternatively, the Superintendent may elect to take a cash-in-lieu of medical insurance benefits in the same amount as for other District administrators on the conditions that the Superintendent: (1) voluntarily and in writing opts out of the available medical health care benefit plan; and (2) provides documentation to the District's Business Office that the Superintendent has other medical health care coverage that meets the minimum value and coverage requirements of the Affordable Care Act.

8. ***Life Insurance.*** The Board will pay the premium for term life insurance with benefits equal to twice the amount of her annual base salary if the Superintendent is insurable at customary rates. The Superintendent shall be permitted to purchase (at her cost) additional life insurance.
9. ***Insurance Contracts.*** The Board reserves the right to change the identity of the insurance carrier, policyholder, or third-party administrator for any of the coverage for the plans and programs identified in Paragraphs 6 and 7, provided that this reservation applies to other District administrators and provided that comparable coverage (as determined by the Board) is maintained during the term of this Contract and the Superintendent is covered identically as other District administrators as specified in Appendix A of the Marshall Administrator's Association of District Office Administrator's contract.
  - A. The Board shall not be required to remit premiums for any insurance coverage for the Superintendent and her eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder, or third-party administrator.
  - B. The terms of any contract or policy issued by any insurance company or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters.
  - C. The Superintendent is responsible for ensuring the completion of all forms and documents needed to receive the above-described insurance coverage.
  - D. The Board, by remitting the premium payments required to provide the above- described insurance coverage(s), shall be relieved from all liability as to insurance benefits.
10. ***Errors and Omission Insurance.*** The Board will pay the premium amount for errors and omissions insurance coverage for the Superintendent while engaged in the performance of a governmental function and while the Superintendent is acting within the scope of her authority. The policy limits for this coverage shall be not less than One Million Dollars (\$1 million). The terms of the errors and omissions insurance policy shall control the Superintendent's defense and indemnity. The Board's sole financial obligation shall be limited to the payment of premium amounts for the above errors and omissions coverage, if such coverage is in place and paid.
11. ***Reimbursed Expenses.*** The District shall reimburse the Superintendent for all necessary and reasonable expenses incurred from the performance of her duties as Superintendent, including travel, meals, and lodging in accordance with the District's per diem expense and reimbursement procedures.
12. ***Vehicle Allowance.*** The District shall provide the Superintendent with a monthly vehicle allowance in the amount of Eight Hundred Dollars (\$800), which will cover all fuel, maintenance, and all other costs. The monthly vehicle allowance will be processed through accounts payable. The Superintendent will provide her own vehicle, and shall name the District as an additional insured on her automobile insurance policy.

13. **Professional Dues.** The District shall pay the Superintendent's association dues for membership in the American Association of School Administrators (AASA), the Michigan Association of School Administrators (MASA), and the MASA region in which the District is located. Upon appropriate notice to and approval of the Board President, the District will also pay the reasonable dues and fees necessary to support the Superintendent's membership in other national, state, and local educational and civic organizations as deemed appropriate by the parties for the Superintendent's role as an educational leader of the District.
14. **Professional Development/Continuing Education.** The Superintendent may attend appropriate professional meetings, conferences, or workshops at the local and state levels, as well as training related to professional development/continuing education and certification. The District shall pay the Superintendent's reasonable expenses related to that attendance including registration fees, tuition, travel, lodging, and meal expenses for herself in accordance with Board policy. The Superintendent may attend appropriate professional meetings at the national level, the expenses of which will be paid by the District only with prior approval from the Board President.
15. **Tuition Reimbursement.** The Superintendent is eligible to receive reimbursement for tuition paid for college-level courses if the following conditions are satisfied: prior written approval for the specific course(s) from the Board President, successful completion of the course while remaining in the Board's employ, and remaining employed by the Board for at least six (6) months after the official record of course completion is entered.
16. **Authorized Absence and Leave.** The Superintendent shall diligently perform her duties in a timely and professional manner. The Superintendent's absence from duty for five (5) or more working days due to personal illness or personal business shall be promptly reported to the Board President. The Superintendent shall notify the Board President before taking any planned vacation days.
17. **Holidays.** Consistent with the District's calendar, the Superintendent is entitled to the same holidays: Independence Day, Labor Day, Thanksgiving, Day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Good Friday, Memorial Day.
18. **Sick Leave.** The Superintendent will receive fifteen (15) sick days. Effective July 1 of each subsequent Contract year, an additional fifteen (15) sick days will be allotted. Unused sick leave days shall accumulate up to one hundred ninety (190) days, which may be used consistent with Board Policy.
19. **Bereavement Leave.** The Superintendent may use up to five (5) days per Contract year, without loss of pay, related to the death of the Superintendent's spouse/domestic partner, child, step-child, parent, grandparent, grandchild, or sibling, as well as for the same relatives for the Superintendent's spouse. If needed, the Superintendent may use vacation days or sick leave for additional bereavement-related leave.

20. **Vacation.** The Superintendent is employed on the basis of fifty-two (52) weeks of work per Contract year (July 1 - June 30), as scheduled by the Board. The Superintendent shall be granted paid vacation time of thirty (30) work days per Contract Year, in addition to the holidays recognized by the District and identified in this Contract.
- A. The Superintendent shall schedule use of vacation days in a manner to minimize interference with the District's business and orderly operation. The Board President must be notified of any use of vacation days.
  - B. While vacation days are intended to be used within the Contract year for which they are made available, the Board shall permit the Superintendent to roll over a maximum of ten (10) days into the next Contract year.
  - C. The Superintendent shall be reimbursed up to ten (10) days per year for those vacation days not used.
21. **Residency.** The Superintendent shall timely establish and maintain her residence no farther than twenty (20) miles from the District's nearest boundary line, unless otherwise approved by the Board. This residency requirement is a condition of employment. If the Superintendent fails to satisfy this residency requirement, the Board has the right to immediately terminate this Contract.
22. **Disability Leave.** In the event of the Superintendent's mental or physical incapacity to perform the duties of her office, she shall be granted an initial leave of ninety (90) work days for purpose of recovery. The Superintendent shall first exhaust any accumulated sick leave under ¶ 16 before triggering this paid disability leave. Upon using leave under this provision, the Superintendent shall furnish medical certification to the Board (or its designee) as to the necessity for the leave.
- A. If the Board (or designee) has reason to doubt the validity of the medical certification supplied by the Superintendent, it may require a second opinion, at Board expense. The Superintendent may request a ninety (90) work-day unpaid leave extension in the event of her physical or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is a verified prognosis that the Superintendent will be able to resume her duties at the end of the extended leave interval. Medical certification shall be supplied by the Superintendent as a condition to any leave extension. Any extensions of leave for this purpose shall be at the Board's discretion.
  - B. If the Superintendent is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any leave extension), her employment and this Contract may be terminated at the Board's option. However, no such termination shall occur when restoration after leave is required by the Family and Medical Leave Act.
  - C. Before any resumption of duty after an unpaid leave of absence for a serious health condition, the Superintendent shall provide to the Board a fitness for duty certification from the Superintendent's health care provider. A second opinion may be required by the

Board, at its expense, unless the securing of the second opinion is precluded by the Family and Medical Leave Act.

23. **Medical Examination.** The Superintendent shall submit to such medical examinations (including drug or alcohol tests), supply such information, and execute such documents as may be required by any underwriter, policyholder, or third-party administrator providing insurance programs specified under this Contract, or as may be directed by the Board to determine the Superintendent's ability to perform the essential job functions required by that assignment, with or without reasonable job accommodation(s).
- A. Upon the Board's request, the Superintendent shall authorize the release of medical information necessary to determine if the Superintendent is able to perform the essential job functions required by her assignment, with or without reasonable job accommodation(s).
  - B. Any medical or psychological examination or disclosure of such information required of the Superintendent by the Board shall be job-related and consistent with business necessity.
  - C. Any medical or psychological examination under this section shall be at Board expense and shall be conducted by appropriate medical personnel of the Board's choice.
  - D. Any information obtained from medical or psychological examinations or inquiries shall be confidential. The Superintendent may receive the results of Board-ordered tests and examinations upon written request.
24. **No Tenure in Position.** The Superintendent agrees that she is not granted continuing tenure in the position of Superintendent or in any other administrative capacity by virtue of this Contract or any employment assignment within the District.
25. **Performance Evaluation.** Annually, but no later than December 1 of each year, the Board shall review with the Superintendent her performance as Superintendent in compliance with MCL 380.1249b. With input from the Superintendent, the Board will determine the evaluation instrument.
26. **Contract Extension.** For the 2022-2023 and 2023-2024 Contract years only, the parties agree that this Contract shall not be extended. Thereafter, beginning with the 2024-2025 Contract year, the Superintendent's Contract will be for a three (3) year term subject to extension as provided below.
- A. If the Superintendent achieves a formal rating of "highly effective" or "effective," the Board shall extend the Superintendent's Contract by one (1) year.
  - B. Board action to extend the Superintendent's Contract shall be taken at the same meeting at which the Board formally approves the Superintendent's annual performance evaluation.

27. **Nonrenewal.** The Board's decision not to continue or renew the Superintendent's employment for any subsequent period in any capacity (other than as a classroom teacher as may be required by the Michigan Teachers' Tenure Act) is not a breach of this Contract or a discharge or demotion under the Michigan Teachers' Tenure Act.
28. **Suspension and Termination.** The Board is entitled to suspend or terminate the Superintendent's employment at any time during the term of this Contract for a material breach of this Contract or for any reason that is not arbitrary or capricious.
- A. The foregoing standard for termination of this Contract during its term shall not apply to nonrenewal of this Contract at the expiration of its term, which decision is discretionary with the Board and shall be governed by Section 1229 of the Revised School Code, MCL 380.1229.
  - B. If the Board undertakes to suspend or terminate the Superintendent during the term of this Contract, she shall be entitled to a hearing before the Board, which shall be scheduled no sooner than ten (10) calendar days after providing to the Superintendent written notice of the charges. This timeline may be waived if mutually agreed by the parties.
  - C. The Superintendent may be represented by legal counsel at this hearing, but at her expense.
  - D. If the Board terminates the Superintendent's employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further contractual obligation to the Superintendent.
29. **Contract Termination by Superintendent.** This Contract may be terminated by the Superintendent upon written notice to the Board at least ninety (90) calendar days before the termination date specified in the Superintendent's written notice. The Board, in its sole discretion, may waive part or all of this ninety (90)-day notice requirement.
30. **Arbitration.** If an unreconciled dispute relating to any provision of this Contract arises during the term of this Contract, the parties agree to submit such dispute to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association, and shall comply with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.
- A. The parties intend that this process of dispute resolution shall include all contract and statutory claims advanced by the Superintendent arising from her termination during the term of this Contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. However, this agreement to arbitrate does not restrict the Superintendent from filing a claim or charge with any state or federal agency (such as the Equal Employment Opportunity Commission or the Michigan Department of Civil Rights), and does not apply to any claims for unemployment compensation or workers' compensation which may be brought by the Superintendent. Instead, this



agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings.

- B. This agreement to arbitrate means that the Superintendent waives her right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, the Superintendent has the right to representation by counsel of her choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery, and the right to a fair hearing. However, the Superintendent, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.
- C. The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and the Superintendent, subject to the Superintendent's right to seek to tax such fees as costs against the Board.

Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within one hundred eighty (180) days of the effective date of the Superintendent's termination during the term of this Contract. The arbitrator's Decision and Award shall be final and binding and judgment thereon may be entered in the County Circuit Court of proper jurisdiction.


- 31. ***Limitations Period.*** The Superintendent agrees that any claim or suit arising out of her employment with the Board must be filed no later than six (6) months after the date of the employment action that is the subject of the claim or suit. The Superintendent understands that the statute of limitations for claims arising out of an employment action may be longer than twelve (12) months, but agrees to be bound by the six (6) month period of limitation set forth in this contract and expressly waives any statute of limitations to the contrary. Should a court of competent jurisdiction determine that this provision allows an unreasonably short period of time to commence a lawsuit, it is the parties' intent that the court should enforce this provision to the extent possible and declare the lawsuit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.
- 32. ***Entire Agreement.*** This Contract contains the entire agreement and understanding between the Board and the Superintendent about her employment with the District. Prior or concurrent representations, promises, contracts, or understandings (written or oral) not contained in this Contract have no effect.
  - A. Any prior agreement (written or oral) pertaining to the terms of this Contract is cancelled and superseded by this Contract. Provided, however, that this Contract is voidable under the Revised School Code's provisions pertaining to criminal history and records checks.
  - B. No change or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board as reflected in its minutes, and signed by the Superintendent and the Board President and Secretary.

- C. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provisions of this Contract at such time or at any other time.
33. **Severability.** If any provision of this Contract becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Contract shall continue in full force and effect without said provision(s).
34. **Applicable Law.** This Contract shall be governed by and interpreted in accordance with the laws of the State of Michigan.
35. **Authorization.** This Contract is executed on behalf of the District pursuant to the authority contained in the Board motion adopted on February 28, 2022, the same being incorporated herein by reference.
36. **Accelerated Expiration of Contract for Interim Superintendent and Contract for Director of Business Operations.** With the parties' signatures below, the Contract for Interim Superintendent and the Contract for Director of Business Operations will expire at midnight on February 28, 2022. The parties acknowledge that this paragraph satisfies the requirement of those Contracts that any modification be in writing, approved by official Board action, and signed by the Interim Superintendent and Director of Business Operations and the Board President and Board Secretary.

IN WITNESS THEREOF, the parties have affixed their signatures below.

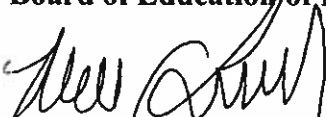
**Superintendent**

February 28, 2022

  
 \_\_\_\_\_  
 Rebecca Jones

**Board of Education of Marshall Public Schools**

February 28, 2022

  
 \_\_\_\_\_  
 Richard Lindsey, Jr., Its President

February 28, 2022

  
 \_\_\_\_\_  
 Shawna Gamble, Its Secretary