

SUPERINTENDENT EMPLOYMENT AGREEMENT

The Board of Education of the East Grand Rapids Public Schools ("Board") and **Sara Magaña Shubel, Ph.D.** ("Superintendent") enter into this Employment Agreement on the following terms:

- 1. TERM.** The Board agrees to employ Superintendent as the Superintendent of Schools for a term beginning August 1, 2006, and ending June 30, 2018. Annually this employment is for a 52-week period, subject to appropriate vacation and holidays (as provided below).
- 2. DUTIES.** Superintendent agrees to devote her full time and attention to the performance of the duties of Superintendent of Schools. The Superintendent agrees to perform these duties in a competent and professional manner in accordance with the policies and directions of the Board and the laws and regulations of the State of Michigan. The Superintendent further agrees and commits to communicate regularly and as-needed with the Board of Education. The Superintendent agrees to accept no outside employment without the prior written permission of the Board of Education. The Superintendent shall, in all professional communications and activities in the course of her employment, be truthful and honest, and any violation (including but not limited to misrepresentation and misleading omission) shall be cause for discipline including termination consistent with Paragraph 15 below.
- 3. CERTIFICATION.** Superintendent represents that she meets and will maintain any current certification/qualification requirements of the Michigan State Board of Education, and meets any other legal requirements necessary to perform her duties as Superintendent, all of which are conditions of continued employment under this Agreement.
- 4. COMPENSATION.** The Board will pay the Superintendent for her services as its Superintendent of Schools a salary for the 2015-2016 school year at the annual rate of \$159,868, paid in 26 equal installments. In the event that the Superintendent works less than a full contract year, the salary shall be prorated based on the number of weeks worked. In addition to this annual salary, a \$30,000 employer non-elective contribution shall be paid annually (prorated as appropriate) on the Superintendent's behalf to a tax-deferred annuity plan as remuneration for services rendered. Upon full and complete satisfaction by the Superintendent of all the terms and

conditions herein, the Superintendent shall, upon her retirement receive two (2) payments of \$20,000 each on January 1 the following two (2) years after retirement. The Board may adjust the compensation annually beginning with the second year of the Agreement, but any adjustment shall not result in less total compensation for the Superintendent, unless mutually agreed in writing.

5. **INSURANCE.** The Superintendent and her family shall be covered by hospitalization, medical, dental, vision and disability insurance on the same terms and conditions as are provided for other administrators employed by the District.

6. **SCHOOL VEHICLE ALLOWANCE.** The Board shall provide the Superintendent with a monthly vehicle allowance of \$583 to compensate the Superintendent for use of her motor vehicle for school business and for travel to and from work, which shall be inclusive of all District-paid expenses for such vehicle (including, but not limited to, maintenance, repairs, and insurance coverage for the vehicle). The vehicle allowance shall be reported by the District as income for tax purposes, but not for retirement purposes.

7. **ORGANIZATIONS AND EXPENSE REIMBURSEMENT.** The Board shall pay or reimburse the Superintendent for the pre-approved amount of the periodic dues of service organizations and professional organizations which she may elect to join. The Superintendent will annually notify and discuss with the Board of Education President the professional organizations with which the Superintendent intends to be active during the upcoming year, and reimbursement of such dues shall be subject to the prior approval by the Board President in his/her discretion. The Superintendent shall also be reimbursed for other reasonable expenses incurred in connection with her duties as Superintendent, to the extent not otherwise specifically addressed herein. Such reimbursements shall be requested in writing with documentation to verify the expense and must comply with any legal requirements relating to such reimbursements.

8. **VACATIONS AND HOLIDAYS.** The Superintendent shall be allowed five (5) weeks of annual vacation leave (25 working days). A maximum of twenty five (25) unused vacation days may be banked and will be reimbursed at the current per diem rate (prorated as appropriate) of the Superintendent's total salary (salary and annuity) upon termination of employment. She shall also be entitled to time off on the holidays as designated in the school calendar. The Superintendent shall notify the Board of Education President in advance of her vacation

schedules in light of District business and activities. Upon retirement or severance from the District, the Superintendent shall be entitled to a payment for any accumulated, unused vacation days based upon a per diem rate of her current salary divided by 260 days.

9. SICK AND PERSONAL LEAVE. The Superintendent shall be entitled to twelve (12) days of sick leave and four (4) days of personal leave per year, such leave to be credited and available for use on the effective date of this Agreement and on July 1 of each year thereafter. Unused sick leave days may be carried forward and accumulate without limit. Upon termination of employment, the Board will pay \$200 per day for accumulated sick/personal days with a maximum of one hundred (100) days.

10. LIFE INSURANCE. The Board will provide the Superintendent, if reasonably insurable, with term life insurance coverage in the amount of \$450,000, (3X base salary) payable to the beneficiary of her choice.

11. EVALUATION. The Board shall, at least once each school year, evaluate the Superintendent's performance and how it may be improved. A mid-term update shall be provided to the Board by the Superintendent by January 15, and the annual evaluation shall be completed no later than June 1 of each school year, in such manner as determined by the Board. The Board and the Superintendent shall meet to discuss evaluation, and the Superintendent shall have an opportunity for a written response. The time and date of such meeting shall be agreed upon sufficiently in advance to permit adequate preparation for a constructive discussion. The Superintendent shall be responsible to notify the Board President no later than May 1 of each year of the obligation to perform the evaluation. During the final year of the Agreement, the evaluation shall be completed by April 1, and the Superintendent's notice to the Board shall occur by March 1.

12. NO ADMINISTRATIVE TENURE. The Superintendent shall not have tenure in the position of Superintendent or any other administrative position in the District.

13. PROFESSIONAL MEETINGS. The Board of Education encourages and supports life-long learning and expects the Superintendent to pursue professional development and continuing education for the benefit of the Superintendent and the District. Consistent with Paragraph 7 above, the Superintendent may attend appropriate professional meetings at local, state and national levels after giving the Board appropriate notice, and shall be reimbursed for her reasonable expenses as provided by Board policy and as approved by the Board or Board

President. Following each such professional meeting, the Superintendent shall provide, not later than the next regularly scheduled Board of Education meeting, a report to the Board regarding the topics addressed and benefits to the District.

14. HOLD HARMLESS. In light of the unique nature of the professional duties of the Superintendent, the Board shall provide, at its expense and option, either professional liability insurance or defense counsel and indemnification for any legal action which may result from the Superintendent's actions in the course of and within the scope of her employment as Superintendent. This shall not apply to defense/indemnification or insurance for any liability arising from criminal activity or intentional wrongdoing, including intentional discrimination in violation of any state or federal constitution, statute or common law.

15. DUE PROCESS AND TERMINATION. The Board may, at any time, terminate this Agreement for cause. Alternatively, the Board may terminate this Agreement, without cause, at any time after the first year of this Agreement, upon payment of the remainder of the Compensation due under the Agreement or severance in the amount of 110% of the Superintendent's current annual salary, whichever is less.

If the Board wishes to terminate this Agreement for cause before its normal expiration, it shall afford the Superintendent due process, which shall consist of giving her advance written notice of the reason(s) for such termination, an opportunity to respond and a meeting with the Board to consider all relevant evidence.

If the Superintendent desires to be released from this Agreement before its normal expiration, she shall make such request at least ninety (90) days in advance of the date of proposed release. Release is at the discretion of the Board, but shall not be unreasonably withheld or delayed.

16. RENEWAL/NON-RENEWAL. This Agreement may be renewed or extended for such additional term as may be mutually agreed upon by the Superintendent and Board. A decision whether to renew or extend this Agreement shall be made no later than ninety (90) days before its expiration on June 30, 2018. Any non-renewal of the Agreement shall be done in accordance with the Michigan School Code.

17. ARBITRATION. Any and all disputes between the parties regarding the application or enforcement of this Agreement, including any claims of illegal discrimination or violation of state or federal statutes or constitutions, shall be resolved through submission to binding

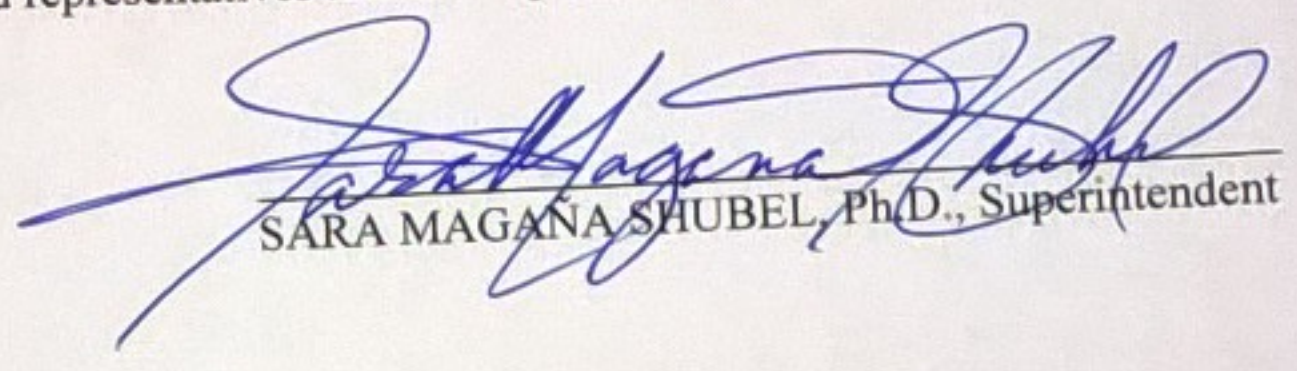
arbitration. Any claim for arbitration must be made to the other party, in writing, within ninety (90) days of the alleged violation. If the parties are unable to mutually agree upon an arbitration, the matter shall be referred to the American Arbitration Association ("AAA") and processed in accordance with its rules and procedures for voluntary labor arbitrations. Either party may have legal representation in the proceedings. The party filing the claim for arbitration shall pay the AAA filing fee, and the Superintendent and the Board shall split any fees of the arbitrator, but shall otherwise bear their own expenses for the arbitration, except that the arbitrator may, if s/he determines just, award such filing and arbitrator fees to be paid by the losing party. The arbitrator shall have the authority to interpret external law, if applicable to the claim, and award any relief available under such applicable law, including attorney fees if available. The arbitrator shall have the authority to set discovery guidelines and issue subpoenas for documents or witnesses as she deems appropriate. The decision of the arbitrator shall be final and binding on both parties, absent fraud, evident bias, or exceeding the granted authority. The award may be enforced in any court of competent jurisdiction.

18. BACKGROUND AND CRIMINAL RECORD CHECKS. The criminal history check required by State statute and other background checks of the Superintendent satisfactory to the Board of Education in its sole discretion are conditions precedent of this Agreement becoming effective.

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19. **COMPLETE AGREEMENT.** This represents the complete Agreement between the parties. There are no other agreements or understandings, oral or written, that induced the parties to enter into this contract. Any modification of this contract must be made in writing and signed by the Board's authorized representatives and the Superintendent.

Date: 9-8-2015


SARA MAGANA SHUBEL, Ph.D., Superintendent

Witnesses:

Judith M. Males

**BOARD OF EDUCATION
EAST GRAND RAPIDS PUBLIC SCHOOLS**

9-8-2015
Date: 2015

Michelle Rabideau
MICHELLE RABIDEAU, President

9-8-2015
Date: 2015

Beth Milanowski
BETH MILANOWSKI, Secretary

Witnesses:

Judith M. Males
