

**YPSILANTI COMMUNITY SCHOOLS
ADMINISTRATIVE EMPLOYMENT AGREEMENT**

This Administrative Employment Agreement (the "Agreement") is entered into this 1st day of July, 2015, by and between the Board of Education ("Board") for the Ypsilanti Community Schools, of Ypsilanti, Michigan (the "District") and Benjamin P. Edmondson ("Dr. Edmondson").

1. **TERM.** This Agreement shall commence on July 1, 2015, and shall expire at 11:59 p.m. on June 30, 2018, unless extended per the terms of this Agreement, or terminated prior to the normal term per the terms of this Agreement.

2. **AUTOMATIC EXTENSION.** Commencing July 1, 2016, and on each July 1 of each and every year thereafter during the term of this Agreement, this Agreement shall be automatically extended for a period of one year unless, 90 days or more prior to the July 1 extension, the Board or Dr. Edmondson serves written notice upon the other of the desire not to extend the Agreement, in which event the Agreement shall continue until its then existing expiration date, when it shall expire without any further act by either party. It is understood that there is no explicit or implicit assurance or obligation that this Agreement will be renewed, extended or renegotiated by the Board.

3. **DUTIES AND RESPONSIBILITIES.** The Board and Dr. Edmondson recognize and agree that this is a contract for the performance of professional services in the position of the District's Superintendent of Schools. For the term of this contract, Dr. Edmondson shall perform the duties and responsibilities of Superintendent of Schools. He shall perform these services on a full-time basis throughout each year, in a competent and professional manner, and shall comply fully with the policies and directives of the Board, and all applicable federal, state, and local laws, ordinances, and regulations, whether now in force or hereafter adopted. Dr. Edmondson shall also carry out, or cause to be carried out, the education programs and policies of the Board during the term of this Agreement. Dr. Edmondson shall use his best efforts to maintain and improve the quality of education and operations of the District. During the term of this Agreement, Dr. Edmondson shall devote his full time, skill, labor, and attention to the Board and the school district, and shall engage in no other employment unless such employment is previously approved in writing by the Board's President. Dr. Edmondson shall not engage in any activity which may be adverse to the best interest of the District.

- a. In a manner consistent with the above, Dr. Edmondson shall serve as chief executive officer and chief administrative officer of the District. Accordingly, he shall be entitled to:
 - i. Present his recommendations to the Board on any subject under consideration by said Board.
 - ii. Attend each meeting of the Board, except Executive Sessions called for the purpose of discussion of his contract.
 - iii. Serve as an ex-officio member of each committee established by the Board.
- b. As Superintendent, Dr. Edmondson also shall have the responsibility to organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, which in his judgment best serves the District

subject to the approval of the Board. The responsibility for selection, placement, and transfer of personnel shall be vested in the Superintendent subject to approval by the Board and the Board, individually and collectively, shall refer promptly criticisms, complaints, and suggestions that warrant the attention of the Superintendent for study and recommendation.

- c. Dr. Edmondson shall attend all meetings of the Board, and its committees as requested by the applicable Committee Chair, unless due to illness or otherwise excused by the Board President or Committee Chair, as applicable.

4. **CREDENTIALS.** Dr. Edmondson will secure and maintain during the term of this Agreement all certificates, credentials and qualifications required by law to accept and fulfill the position of Superintendent of Schools.

5. **COMPENSATION.** The Board shall pay Dr. Edmondson for his services during the term of this contract, as follows:

- a. Through June 30, 2015, a base salary at the rate of \$140,000.00 per year. The Board, in its discretion, may increase Dr. Edmondson's base salary for subsequent years of this Agreement. Consistent with the provisions of Section 1250 of the Revised School Code, Dr. Edmondson's job performance and job accomplishments will be significant factors in determining any adjustment to Dr. Edmondson's base salary. In the course of its consideration in this regard, the Board will use multiple rating categories that take into account data on student growth as required by Section 1249 of the Revised School Code (or its successor provision). The Board shall meet with Dr. Edmondson at least annually to consider such increases. Payment of the base annual salary shall be in equal increments over the course of a year in accordance with the District's standard payroll schedule applicable to other cabinet-level administrators of the District. The District will deduct from such base annual salary all state, federal, and local taxes, and other payroll deductions as are required by law, and such other withholding and deductions as may be requested by Dr. Edmondson and determined by the Board to be available and proper.
- b. A payment of 7.0% of his base salary toward the premium of a Board-paid IRS Section 403(b) annuity.

6. **FRINGE BENEFITS.**

- a. **Insurance Benefits.** Subject to and in accordance with the applicable provisions of the United States Internal Revenue Code and other applicable laws and regulations, and except as specified in this Agreement, Dr. Edmondson, and his eligible spouse and dependents, with the ability to participate in the District sponsored health, dental and vision plans, as well as other benefits such as life and disability plans, as made available to all other cabinet-level administrators of the District, under the same terms and conditions made available to those other administrators. Accordingly, it is understood that the Board has the right to allocate to Dr. Edmondson responsibility for a portion of the benefit plan costs for the insurance coverages specified above, as may be determined by the Board, in its discretion, and as necessary to comply with the Publicly Funded Health Insurance Contribution Act, 2011 PA 152, as amended. The District will notify Dr. Edmondson of the amount for which he is responsible in

excess of the District share of his benefit plan costs, and he agrees that the amount of benefit plan costs contributions designated by the District as his responsibility shall be payroll deducted from his pay per District policies and practices.

- i. Notwithstanding the above, the District will pay the premiums for life insurance in a face value amount of 2.5 times Dr. Edmondson's base salary as in effect from time-to-time. Dr. Edmondson shall be solely responsible for any tax consequences of this life insurance benefit.
 - ii. The Board reserves the right to change the identity of any insurance carrier, policyholder or third party administrator for any of the above coverages. The Board shall not be required to remit premiums for any insurance coverages for Dr. Edmondson and his eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder or third-party administrator. 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.
 - iii. Dr. Edmondson is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The District, by remitting the premium payments required to provide the above-described insurance coverage(s), shall be relieved from all liability with respect to insurance benefits.
- b. **Vacation.** Dr. Edmondson shall accrue paid vacation days as follows: i) for the period through June 30, 2016 – 15 days; ii) for the period of July 1, 2016 through June 30, 2017 – 18 days; and iii) for the period July 1, 2017 through June 30, 2018, and for each year this Agreement may be extended thereafter – 20 days. Vacation days must be used within the period for which they are made available; however, up to 5 vacation days may be carried over to the next fiscal year, but must be used in that subsequent fiscal year. All other unused days will be forfeited. Earned but unused days will have no cash value upon employment separation for any reason. Dr. Edmondson shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the District and not during teacher work days during the regular academic year. All scheduling of vacation is subject to the approval of the Board's President.
- c. **Other Paid Time Off.**
- i. Dr. Edmondson shall receive 15 sick leave days per fiscal year, which, if unused, shall accrue from year to year up to a maximum of 30 days. Dr. Edmondson may use up to 3 of these days for the purpose of conducting personal business which cannot be conducted during non-business hours. All personal business and sick leave time shall be prorated where Dr. Edmondson is employed for less than an entire fiscal year. Upon termination of

employment for any reason, Dr. Edmondson shall forfeit all sick days that are unused as of the date of his termination.

- ii. The following holidays shall be observed by the District without a loss of pay to Dr. Edmondson: Independence Day; Labor Day; Thanksgiving; day of Christmas Eve; Christmas; weekdays between Christmas and New Year's Day; New Year's Day; Martin Luther King Day; and Memorial Day.
- iii. Dr. Edmondson shall be allowed up to 5 days per fiscal year for the purpose of bereavement relating to the death of an immediate family member. For the purpose of this provision, immediate family members refer to his spouse, parents, grandparents, children, grandchildren, brothers and sisters. If additional time is needed, Dr. Edmondson may use earned but unused paid vacation time, to be followed by sick days if no vacation time is available.

d. **Membership Dues and Expenses.**

- i. **Professional Organizations.** Dr. Edmondson is expected to obtain memberships in such professional organizations as may advance his competence as Superintendent. Accordingly, the District shall pay the actual and necessary dues, membership fees and related expenses incurred by Dr. Edmondson for participation in up to four professional K-12 education focused organizations of his choosing in a total amount not to exceed \$2,000 per fiscal year. Prior approval by the Board for incurring expenses relating to meetings and conferences outside of Michigan is required. The Superintendent is required to file an itemized expense statement with the President of the Board for such meetings/conferences. The Board expects Dr. Edmondson to continue his professional development and expects him to participate in relevant learning experiences
- ii. **Expenses.** The Board will also reimburse Dr. Edmondson's reasonable out of pocket travel expenses, including mileage (to the extent the miles driven are outside of Washtenaw County), commercial carrier travel expenses, meals, lodging, and other necessary and proper expenses, when Dr. Edmondson is traveling outside Washtenaw County on the Board's Business. The District will also reimburse Dr. Edmondson for reasonable out-of-pocket expenses, other than mileage, while conducting District business. For reimbursement, however, all expenses must be incurred and processed in accordance with District policies and procedures and approved by the Board.

e. **Automobile Allowance.** For each month of employment under this Agreement, the District will provide Dr. Edmondson with a monthly automobile allowance of \$300.00. Dr. Edmondson shall be solely responsible for any tax consequences of this allowance.

f. **District vs. Agreement Benefits.** To the extent any of the above described benefits are greater than those which are generally available to other administrators per

District policies, then as to those benefits, Dr. Edmondson shall receive only the level of benefits as provided herein, i.e., not both.

7. **PROFESSIONAL LIABILITY.** The Board agrees that it shall defend hold harmless and indemnify Dr. Edmondson from any and all demands, claims, suits, actions and legal proceedings brought against him, in his individual capacity or official capacity as agent and employee of the District, provided that the underlying incident arose while he was acting within the scope of his employment and did not involve any gross negligence, intentional or willful misconduct by Dr. Edmondson. The Board may provide liability insurance for all or a portion of the obligation to defend or indemnify the Superintendent if authorized by law. In no case will individual Board members be considered personally liable for indemnifying the Dr. Edmondson against such demands, claims, suits, actions, and legal proceedings.

8. **EVALUATION.** At least once each fiscal year, the Board and Dr. Edmondson shall meet, in closed executive session if chosen by Dr. Edmondson, for the purpose of mutual evaluation of the performance of Dr. Edmondson as Superintendent, and expressing recommendations and observations on how such performance may be continually improved. Failure to improve to the satisfaction of the Board, based on the criteria established, shall be cause for termination. The time and date of the meeting shall be set by the Board sufficiently in advance of the meeting to permit adequate preparation for a constructive exchange of views. The formal annual evaluation under this provision shall be provided by March 15 of each year of this Agreement, and each formal annual evaluation should normally be preceded by two progress reports as determined appropriate by the Board.

9. **DISABILITY.** In the event of Dr. Edmondson's mental and/or physical incapacity to perform the duties of his position, he shall be granted an initial leave of 90 days for purpose of recovery. Dr. Edmondson shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the 90 day period to be unpaid. Upon utilizing leave under this provision, Dr. Edmondson shall furnish medical certification to the Board (or its designee) respecting the necessity for the leave. If the Board (or designee) has reason to doubt the validity of the medical certification supplied by Dr. Edmondson, it may require a second opinion, at Board expense.

- a. Dr. Edmondson may request a 90 day unpaid leave extension in the event of his physical and/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 Dr. Edmondson will be able to resume his duties at the conclusion of the extended leave interval. Medical certification shall be supplied by Dr. Edmondson as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.
- b. If Dr. Edmondson is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), his employment and this Agreement may be terminated at the option of the Board.
- c. Prior to resumption of duty after an unpaid leave of absence for a serious health condition, Dr. Edmondson shall provide to the Board a fitness for duty certification from Dr. Edmondson's health care provider. A second opinion may be required by

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

10. **NO TENURE IN POSITION.** Dr. Edmondson agrees that he shall not be deemed to be eligible for or granted continuing tenure in the position initially assigned or to which he may be assigned or transferred or in any capacity other than that of a classroom teacher, should the probationary period required for tenure as a teacher be fulfilled, by virtue of this Agreement or any employment assignment (requiring certification) with the District. Nor shall the decision of the Board not to continue or renew the employment of Dr. Edmondson for any subsequent period in any capacity, other than as a classroom teacher, as may be required by the Teachers' Tenure Act, be deemed a breach of this Agreement or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

11. **MEDICAL EXAMINATIONS.** Dr. Edmondson shall submit to such medical examinations, 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 Agreement. Additionally, upon request of the Board, Dr. Edmondson shall undertake a medical examination and authorize the release of medical information necessary to determine if Dr. Edmondson is capable of performing the essential job functions required by his position, with or without reasonable job accommodation(s). Any physical or mental examination or disclosure of such information required of Dr. Edmondson by the Board shall be job related and consistent with business necessity. Any medical or psychological examination under this section shall be at Board expense. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.

12. **TERMINATION BY THE BOARD.** Dr. Edmondson shall at all times serve at the pleasure of the Board and his employment shall be terminable at any time by an affirmative vote of a majority of the Board at a meeting which is duly noticed and convened.

- a. Should the Board terminate Dr. Edmondson's without cause so that it ends on or before June 30, 2018, then Dr. Edmondson shall be entitled to severance pay, in the form of salary continuation of his base rate of pay at the time of his termination, for lesser of 24 months or the period he otherwise would have been employed from the date of termination through June 30, 2018. If the Board terminates Dr. Edmondson's employment without cause so that it ends after June 30, 2018 due to this Agreement's extension triggered by Section 2, above, then he shall be entitled to severance pay, in the form of salary continuation of his base rate of pay at the time of his termination, for lesser of 12 months or the period he otherwise would have been employed from the date of termination through the end of his then current contract term. No other amounts will be due to or paid on behalf of Dr. Edmondson, the severance pay will cease in the event of Dr. Edmondson's death.
- b. For purposes of this Agreement, "cause" is defined as any of the following: (i) mutual consent of the parties; (ii) death of Dr. Edmondson; (iii) incapacity of Dr. Edmondson for a period of 180 days; (iv) conviction of a felony, pleading *nolo contendere* to any felony, or engaging in conduct punishable as a felony; (v) conviction of a misdemeanor which reflects negatively on the District (such as any

alcohol, drug or sex offense); (vi) any intentional act, omission of duty, or conduct by Dr. Edmondson, whether on-duty or off-duty and off-premises, which, in the Board's reasonable judgment, brings discredit or injury to the reputation of the Board; (vii) any willful failure, or repeated failure (i.e., after written notice from the Board) by Dr. Edmondson to comply with the established rules, regulations, policies or bylaws of the Board; (viii) failure to maintain all certificates, credentials and qualifications as required by law to accept and fulfill the administrative position as Superintendent of Schools, provided, however, that Dr. Edmondson shall be given 30 days to initially obtain or diligently pursue the requisite certificates, credentials and qualifications, or satisfy new requirements which may be imposed in the future by applicable law; (ix) material misrepresentation; (x) fraud; (xi) any act of moral turpitude; (xii) misuse of the position of Superintendent for personal gain or benefit; (xiii) falsification of records; (xiv) working while impaired by intoxicants or controlled narcotic substances not legally prescribed; (xv) working in gainful employment other than for the District under this Agreement, except as otherwise approved by the Board; (xvi) failure to follow a directive of the Board or engage in any other act of insubordination; (xvii) embezzlement or other act of dishonesty; (xviii) excessive absenteeism; (xix) performance as described in Section 8; (xx) non-renewal of, or not extending this Agreement; or (xxi) any material breach of this Agreement.

- c. If the Board terminates this Agreement or Dr. Edmondson's employment for cause as defined herein, all rights and entitlements of Dr. Edmondson under this Agreement, including, but not limited to, salary and benefits, shall cease as of the effective date of such termination unless a final determination is thereafter made pursuant to the arbitration agreement between the parties that the Board terminated Dr. Edmondson without cause, in which event the Board shall pay to Dr. Edmondson the amount it is required to pay Dr. Edmondson as set forth in this Section 12 for a termination without cause.
- d. Payment by the Board of the amounts required, if any, under this Section 12 shall discharge the Board from all further liability under this Agreement.

13. **TERMINATION BY SUPERINTENDENT.** Should Dr. Edmondson desire to terminate this Agreement during its term, he may do so by giving written notice thereof to the Board at least 90 days prior to the date of termination. Such notice shall be submitted to the Board as provided in Section 14(e) below. The Board may, at its option, accelerate the effective date of termination under this provision provided it pays Dr. Edmondson his base salary for the period from the effective date of the termination to the end of the notice period given by Dr. Edmondson.

14. **MISCELLANEOUS.**

- a. This Agreement shall be governed in accordance with the laws of the State of Michigan.

- b. In the event of a dispute between the parties relating to any provision of this Agreement, or a dispute concerning any of the parties' (or their respective agents') rights or obligations as defined pursuant to this Agreement or otherwise, the parties hereby agree to submit such dispute to binding arbitration. Such arbitration shall be conducted in accordance with the Arbitration Agreement attached hereto as Exhibit A and incorporated herein, the execution of which is a condition precedent to this Agreement. Accordingly, this Agreement shall not be valid unless both it is signed by both parties hereto, and the attached Arbitration Agreement is also signed by Dr. Edmondson.
- c. This Agreement contains all of the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter, whether oral or written. This Agreement may be amended only by an instrument in writing signed by both of the parties hereto, and then only if approved by official action of the Board reflected in its minutes and signed by Dr. Edmondson, the Board President and the Board Secretary. If any provision of this Agreement 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).
- d. This Agreement is voidable pursuant to the provisions of the Revised School Code pertaining to criminal records and criminal history checks.
- e. Any notices required or contemplated hereunder shall be given in writing and shall be effective when personally delivered or deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, to the parties at the following address; or such other address as from time to time may be provided in writing by a party to the other party.

If to the Board: Ypsilanti Community Schools
 1885 Packard Road
 Ypsilanti, Michigan 48197
 Attn: President of the Board of Education and
 Chief Financial Officer

If to Dr. Edmondson: Dr. Benjamin P. Edmondson

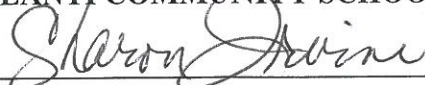
[or other residential address last provided to
the Board by Dr. Edmondson]

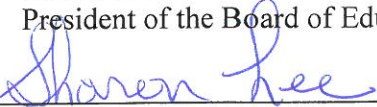
- f. If any provision of this Agreement is deemed by a court of competent jurisdiction to be invalid or unenforceable as written, such provision shall be reformed by the court to such extent as is necessary to make the provision enforceable. Any provision which cannot be so reformed shall be deemed severable and shall not affect the validity and enforceability of any other provision.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names and in the case of the Board, by the President and Secretary of the Board of Education on the 1st day of July, 2015.


Benjamin P. Edmondson

**BOARD OF EDUCATION FOR
YPSILANTI COMMUNITY SCHOOLS**

By: 
Sharon Irvine
President of the Board of Education

By: 
Sharon Lee
Secretary of the Board of Education