

DEXTER COMMUNITY SCHOOLS

CONTRACT OF EMPLOYMENT

This Contract of Employment, made at Dexter, Michigan, as of January 1, 2011 by and between Mary Marshall, (hereinafter referred to as "Marshall" or the "Superintendent"), and Dexter Community Schools, Washtenaw and Livingston Counties, Michigan, (hereinafter referred to as "School District").

Witnesseth:

Whereas, Marshall is currently under Contract with the School District as Interim Superintendent; and

Whereas, Marshall and the School District mutually agree that Marshall's Contract dated July 1, 2010 is hereby terminated and that neither party has any right, or obligations arising there under; and

Whereas, the parties hereto are mutually agreeable to entering into this Contract for purposes of defining their rights and obligations with respect to the employment of the forenamed Superintendent by the School District.

NOW, THEREFORE, in consideration of the mutual promises contained in this Contract, it is agreed between the parties, as follows:

1. **Term.** This Contract shall take effect on the 1st day of January 2011 and continue through the 30th day of June 2013 subject to extension and termination as provided in Paragraphs 4 and 8.

2. **Duties.** The Superintendent represents that s/he meets all Michigan requirements and holds all certificates necessary for employment by the School District in this position. The Superintendent agrees to perform his/her duties in a competent and professional manner in compliance with the laws applicable to the School District and the policies and regulations adopted by the Dexter Community Schools Board of Education (the "Board of Education"). The Superintendent shall also serve as the Chief Executive Officer and the Chief Administrative Officer of the School District. In addition to the general duties set forth above, the Superintendent shall:

- a. Present his/her recommendations to the Board of Education on any subject under consideration by the Board of Education (with the exception of filling Board vacancies).
- b. Attend each meeting of the Board of Education; unless excused or excluded from a closed meeting.
- c. Serve as ex officio non-voting member of each committee of the Board of Education.

3. **Evaluation.** The Board of Education shall review with the Superintendent his/her performance at least once during each year of this Contract. The time and date of the meetings shall be agreed to by the parties sufficiently in advance of the meeting to permit adequate preparation for a constructive exchange of views. A written copy of the evaluation shall be provided to the Superintendent.

4. **Extension.** This Contract may be extended either by option of the Board of Education or by operation of law, as follows:

A. **Board Option.** No later than the 1st day of April of the third year of this Contract (April 1, 2013), the Contract may be extended by action of the Board. In exercising this option, the Board of Education may establish the annual salary to be paid to the Superintendent for the school year included in the extension at a level to be determined at a later date but in no event at a level less than the salary paid in the year immediately preceding the year included in the extension. All other items 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 or other term. The Superintendent shall advise the Board of Education in writing in January of the third year of the Contract (January, 2013), of the obligations set forth in this paragraph. If no such notice is given by the Superintendent the Contract will not be automatically extended.

B. **Operation of Law.** Unless the Board of Education gives written notice of non-renewal of this Contract to the Superintendent at least ninety (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 289 of 1995. The Superintendent shall advise the Board of Education in writing in January of the third year (January, 2013) of the obligations set forth in this paragraph.

5. **Tenure Exclusion.** This Contract does not confer tenure upon the Superintendent in his/her position or any other administrative position in the School District but the Superintendent shall be deemed to have been granted continuing tenure as an active classroom teacher in accordance with the provisions of the Michigan Tenure Act.

6. **Compensation.** The School District shall pay to the Superintendent an annual salary of \$130,000.00 for each school year covered by this Contract. The salary shall be paid in twenty-four (24) equal installments. The Board of Education retains the right to adjust the salary during the term of this Contract, but an adjustment shall not reduce the annual salary below the figure specified in this paragraph unless such reduction is a part of a uniform plan affecting salaries of all Administrative employees in the School District.

7. **Benefits.** The Superintendent shall receive full family health, dental and vision insurance at the same level as it provides its administrative staff under the terms of its Contract with the Administrative staff for the respective calendar years. In addition to such benefits, the Superintendent is entitled to the following benefits:

A. **Vacation.** The Superintendent shall receive a total of 20 paid days annually. For purposes of this Contract the 20 paid days for the 2010 -2011 school year

include days earned during the term of employment as Interim Superintendent. Vacation days may not be carried forward.

B. **Life Insurance.** Subject to the requirements of the designated Insurance Carrier, the School District shall provide an amount necessary to purchase Term Life Insurance in the amount of two times the amount of the Superintendent's annual salary.

C. **Holidays.** The Superintendent shall receive as a paid holiday the following days:

New Year's Day	Thanksgiving Day
President's Day	Friday after Thanksgiving
Good Friday	Christmas Eve
Memorial Day	Christmas Day
July Fourth	Labor Day
New Year's Eve	

D. **Sick Leave.** The Superintendent shall receive twelve (12) sick days per year. Sick days may be carried forward up to a maximum of 100 days.

E. **Personal Business.** The Superintendent shall receive one (1) personal day per year for personal business during year one of this Contract; two (2) days per year during years two, three and four of this Contract; and three (3) days per year for years five and thereafter.

F. **Bereavement.** Superintendent shall receive up to three paid days per year for attendance at funeral services.

G. **Unused leave.** Upon retirement or voluntary separation of employment, Superintendent shall receive \$125.00 per unused leave day accumulated or the amount stated in the Dexter Administrators Association Contract effective at the time of retirement or voluntary separation, whichever is greater, or \$175.00 for each year of service, whichever is greater. Retirement is defined as drawing benefits from the State of Michigan Retirement system.

H. **Tuition Reimbursement.** During the term of this Contract the Superintendent shall be reimbursed for fifty percent (50%) of tuition costs and fees related to the acquisition of a degree in a related field, not to exceed \$7,000. The Superintendent shall receive prior approval from the Board President that the classes are in pursuance of a degree in a related field.

I. **Transportation.** The School District shall reimburse Superintendent at the current rate per mile established by the Internal Revenue Service for use of his/her automobile in conducting business associated with serving as the Superintendent of the School District.

J. **Professional Dues.** The School District shall pay the Association dues of the Superintendent for the American Association of School Administrators, the Michigan Association of School Administrators ("MASA"), the MASA Region in which the School District is located, and the Washtenaw Superintendent's Association as well as other appropriate affiliations as approved by the Board of Education.

8. **Termination.**

A. **Board of Education.** The Board of Education may terminate this Contract at any time during its term for any reason or no reason. If the Board of Education exercises this right of termination, a severance of one-year base salary shall be paid to the Superintendent over the subsequent twelve (12) months using the then current payroll cycles or the amount of base salary remaining to be paid under the current term of this Contract, whichever is less. This Contract may also be terminated by the Board of Education at any time during its term in the event of the Superintendent's death, retirement, voluntary resignation of employment, or for just cause. For purposes of this Contract, termination for just cause shall mean: (a) the Superintendent engaging in misconduct or a violation of Board of Education policies or directives; (b) gross negligence, breach of this Contract, fraud, dishonesty; or the Superintendent's conviction of a felony; (c) failure to satisfy the continuing education requirements established by the State of Michigan Board of Education. The Superintendent shall be afforded an opportunity for a hearing before the Board of Education regarding termination if s/he desires. This hearing may be conducted in private session of the Board of Education at the option of the Superintendent. The Superintendent shall be permitted to attend this hearing with a legal representative of his/her own choosing at his/her personal expense.

B. **Superintendent.** The Superintendent may terminate this Contract by giving the Board of Education at least ninety (90) days written notice of resignation. Upon receipt of a notice of resignation from the Superintendent, the Board of Education will take immediate action to seek a replacement. Any notice of resignation given after July 1 of any fiscal year and intended to be effective prior to June 30 of such fiscal year need not be accepted for up to ninety (90) days after notice is received by the Board of Education unless and until a replacement satisfactory to the Board of Education has been secured.

9. **Indemnification.** The School District agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all suits, countersuits, actions and legal proceedings brought against the Superintendent in his/her capacity, or in his/her official capacity as agent and employee of the district, provided the incident arose while the Superintendent was acting within the scope of his/her employment. The School District shall provide public liability insurance to cover legal expenses in defense of claims and payments of judgments resulting from his/her functioning as Superintendent and will reimburse her for any portion of such expense and judgments not covered by insurance. In no case will individual members of the Board of Education be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

10. **Miscellaneous Provisions.**

A. **Expenses.** The School District shall pay or reimburse the Superintendent for expenses incurred by the Superintendent in the continuing performance of his/her duties under this Contract as permitted by State law, including but not limited to expenses incurred while attending appropriate professional meetings at the local and state level, provided that the Superintendent submits proper receipts or other proofs of all expenditures. National meetings that are to be reimbursed for expenses shall require advance approval by the Board of Education President. Monthly expense reports shall be approved by the Board of Education President prior to payment. Total annual expenses referenced in this paragraph shall not exceed the annual amount budgeted by the School District without prior approval by the Board of Education.

B. **Conformity to Law.** This Contract of Employment is subject in all respects to the laws of the State of Michigan.

C. **Superseder Clause.** This Contract of Employment shall supersede any rules, regulations or practices of the School District or any contrary or inconsistent terms contained in any prior administrative Contract which shall be contrary to or inconsistent with its terms.

D. **Savings Clause.** If any portion of this Contract is determined to be illegal due to conflict with State or Federal law, the remainder of the Contract shall remain in full force and effect. Further, this Contract does not constitute any obligations either written or implied for reemployment beyond the term set forth herein.

E. **Dispute Resolution.** In the event of a dispute between the parties relating to any provision of this Contract, or a dispute concerning any of the parties' rights or obligations as defined pursuant to the Contract, the parties hereby agree to submit such to binding arbitration. Unless otherwise agreed to in writing, such arbitration shall be conducted under the labor arbitration rules of, and administered by, the American Arbitration Association ("AAA") for labor disputes which shall include discovery and subpoena powers. If the parties fail to agree upon any of the persons named in the initial list provided by the AAA, if those named decline or are unable to act, or if for any other reason the appointment cannot be made from the submitted lists, the administrator shall submit no less than three (3) additional lists until a mutually acceptable Arbitrator is selected. If the parties do not agree to an Arbitrator after the submission of no less than three (3) lists, the administrator shall submit a final list of three (3) arbitrators drawn from the entire labor arbitrator panel. The parties shall then rank the arbitrators from one (1) to three (3). The Arbitrator with the lowest number, calculated by adding the rankings together, shall then be appointed. The arbitrator's fee and the expense of the American Arbitration Association shall be mutually shared by both

parties. All parties are entitled to have representation of their own designation; however each party shall be responsible for the costs of such respective representation.


F. **Modification**

This Contract constitutes the entire Contract between the parties and this Contract may only be changed, modified, or amended in writing upon mutual consent of both parties.

Both Parties have had an opportunity to consult with Legal Consul of their own choosing prior to entering into this Contract.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their signatures and seals as of the day and year first written above.

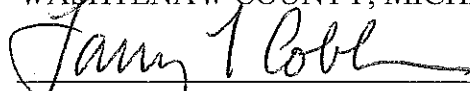
SUPERINTENDENT



Mary Marshall


Date: 2/22/11

DEXTER COMMUNITY SCHOOLS
WASHTENAW COUNTY, MICHIGAN



Larry Cobler, President
Dexter Community Schools
Board of Education

Date: _____



Kim Covert, Secretary
Dexter Community Schools
Board of Education

Date: 2/22/11