
**UTICA COMMUNITY SCHOOLS
SUPERINTENDENT’S CONTRACT OF EMPLOYMENT**

THIS CONTRACT, to be effective on the last date signed by the Parties, is made and entered into in the County of Macomb, State of Michigan, by and between the Utica Community Schools, a general powers school district (“School District”), and Robert Monroe (“Superintendent”). This Contract shall supersede and supplant all other and former contract(s) between the Parties pertaining to the employment of the Superintendent.

In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Employment.** The School District hereby employs the Superintendent, and the Superintendent agrees to work for the School District, for a term commencing on July 1, 2021 and ending on June 30, 2024, subject to all covenants and conditions of this Contract. In the event the Superintendent, both for the 2021-2022 and 2022-2023 school years, receives an “Effective” or better evaluation rating for the annual evaluation described in Paragraph 7, the term of this Contract shall be extended until June 30, 2025. The term of this Contract may be extended for an additional period of time upon written agreement between the Parties and as may otherwise be provided herein or by law.

It is understood and agreed the Superintendent is employed in the capacity of Superintendent, as defined in the Michigan Revised School Code, and subject to the provisions of this Contract. It is expressly understood that the Superintendent’s employment and continued employment is conditioned upon compliance with all laws governing eligibility to remain employed as a superintendent relative to any and all laws, including

criminal history and background checks, certifications, and continuing education requirements.

2. **Duties.** The Superintendent shall be the chief executive officer of the School District and shall perform the duties of Superintendent as directed by the Board of Education, and as set forth within any applicable policies of the School District and as required by the laws of the State of Michigan. The Superintendent agrees to devote the time, skill, labor, and attention to this employment and to perform faithfully the duties of Superintendent for the School District. The Superintendent shall devote full time, attention, and best efforts to the business of the School District.

3. **School Board/Superintendent Communications.** With the exception of closed sessions when the Board is discussing the Superintendent's employment and the Superintendent has been excused, the Superintendent shall have the right to attend all Board meetings and to provide administrative recommendations on each item of business considered by the Board in those meetings. By August 31 of each year, the Superintendent and the Board will: develop a process and procedures by which to discuss Superintendent-Board relations and Board expectations and, establish a schedule for Board retreats.

4. **Compensation, Fringe Benefits, and Time Off.** During the period of this Contract, the School District agrees to pay the Superintendent the following items of compensation:

- a. **Base Salary.** The Superintendent's base salary for the 2021-2022 school year shall be Two Hundred Thirty Five Thousand Dollars (\$235,000.00).
- b. The Superintendent's base salary for the 2022-2023 school year shall be increased by 2% from the preceding year if his evaluation rating is Effective; it shall be increased by 3% if his evaluation rating is Highly Effective. If he is rated Minimally Effective or Ineffective, there will be no increase in base salary. This methodology for determining base salary will be utilized for the 2023-2024 school year and the 2024-2025 school year (if applicable). Once

the base salary is adjusted per the formula above, it will not decrease in any subsequent year.

The Superintendent's base salary shall be paid in equal installments in accordance with the policy of the Board governing payment of other administrative personnel employed by the School District. The School District is authorized to make such payroll deductions as shall be required by law or authorized by the Superintendent. If the Superintendent works less than a full school year, the School District shall pay the Superintendent the base salary for that portion of the school year during which the Superintendent actually renders service.

The Superintendent's job performance and job accomplishments, as reflected in the evaluation process under Paragraph 7, shall be a significant factor in determining the Superintendent's compensation and additional compensation.

- c. Tax Deferred Annuity. For each year the Superintendent receives an "Effective" or "Highly Effective" evaluation, the School District shall deposit an amount equal to ten percent (10%) of the Superintendent's base salary for that year into a non-elective 403(b) Plan designated by the Superintendent and will pay any related costs and fees. This deposit will be made within one (1) month of the evaluation conducted under Paragraph 7 for years in which the deposit is due, provided that each annual payment/deposit due under this subparagraph, in all cases, shall be timed so that the contribution made on behalf of the Superintendent does not exceed any applicable limits of the Internal Revenue Code in any applicable calendar year. This obligation shall survive the end of this Contract with respect to the completion of any contributions earned and due prior that have not been completed before its end.
- d. Membership Dues. The School District shall pay for or reimburse the Superintendent's dues for membership in professional organizations, such as MASA, MASB, MSBO, or other professional organizations considered appropriate by the Board. The named organizations herein are deemed appropriate by the Board.
- e. Professional Expenses. The Board expects the Superintendent to continue professional development and to participate in relevant learning experiences. The Board further expects the Superintendent to attend appropriate professional meetings at the local, state, and national level, including appropriate out-of-state meetings. The Superintendent shall submit requests for such activities to the Board President for prior approval (which approval will not be unreasonably withheld). The Board shall reimburse the Superintendent for all normal and reasonable expenses in connection with such professional development and meeting attendance, including mileage reimbursement, commercial carrier travel expenses and insurance, meals,

- lodging, and other reasonable and necessary expenses. Such reimbursement payments shall be made in accordance with the terms of applicable Board policies, regulations, and procedures or as permitted by laws, regulations, and rules then in effect concerning the same as may be established or amended from time-to-time.
- f. Health Care. The Superintendent shall be entitled to receive the health care program made available to the other central office administrators employed by the School District. The School District reserves the right to modify or change the health care benefits from time to time by resolution of the Board of Education, in which event any such action shall modify or change the benefits provided to the Superintendent hereunder.
- g. Term Life Insurance. The School District shall, at all times during the effective dates of this Contract, provide the Superintendent, at no cost to the Superintendent, a term life insurance policy providing a death benefit of two (2) times the Superintendent's then-current base salary. The Superintendent shall designate the beneficiary or beneficiaries of said policy.
- h. Vacation. The Superintendent shall receive twenty-five (25) days of vacation per school fiscal year, exclusive of holidays. Up to five (5) unused vacation days may be carried over from year to year. The Superintendent shall not be compensated for any unused vacation days. Any vacation period in excess of ten (10) consecutive work days is subject to prior approval by the President of the Board (which approval will not be unreasonably withheld).
- i. Sick Leave. The Superintendent shall be provided such fully compensated leave days for sick leave, which shall not exceed twenty (20) work days within a single school fiscal year. The Superintendent shall also be provided fully compensated leave for personal business regarding matters that cannot be reasonably attended to outside the normal work day, which shall not exceed three (3) work days within a single school fiscal year. Up to five (5) unused sick leave days may be carried over from year to year and up to three (3) personal business days may be carried over from year to year. The Superintendent shall not be compensated for any unused sick leave and/or personal business days.
- j. Disability. Should the Superintendent become verifiably disabled from being able to perform the duties herein during the term of this Contract as a result of illness or injury, the Superintendent shall receive full continuation of base salary and the tax deferred annuity under this Paragraph for the first 365 calendar days following the disability, as applicable. After 365 calendar days of disability, the Superintendent shall receive a benefit of not less than sixty-five percent (65%) of the Superintendent's then-current combined base salary and tax deferred annuity as provided under this Paragraph X. The School District may meet its obligation hereunder by purchasing a long-term

disability insurance policy, in which event the Superintendent shall cooperate to enable the Board of Education to purchase such a policy if same is possible.

The Parties intend that the Base Salary and Tax Deferred Annuity will be treated as compensation for purposes of determining the Superintendent's final average compensation under the Michigan Public School Employees Retirement Act ("MPSERA").

5. **Work Year.** The Superintendent's duties shall be performed over the full fifty-two (52) weeks of the School District's fiscal year (July 1 to June 30), less applicable vacation, leave, and holidays. The Superintendent shall be expected to attend meetings of the Board of Education and its committees and to attend and participate in School District functions and, on occasion, other civic activities related to the School District's interests within the School District. The time expended in attending such meetings and activities has been taken into account in setting the aforesaid salary and, thus, no additional compensation shall be forthcoming for such attendance. The Superintendent shall not be required to work during the following holidays: July 4, Labor Day, Thanksgiving Day, the Friday following Thanksgiving, Christmas Eve, Christmas Day, the day after Christmas, New Year's Eve, New Year's Day, Good Friday, Easter Monday, Memorial Day, and any additional holidays approved for administrators by the Board of Education.

6. **Tenure.** It is expressly agreed that the Superintendent shall not be deemed to be granted or to otherwise acquire continuing tenure in the capacity as Superintendent or in any administrative/non-classroom teaching capacity by virtue of this Contract of employment or any other circumstances.

7. **Evaluation.** On or before October 1 of each year, the Superintendent shall submit to the Board a recommended evaluation form and process for conducting an evaluation. The Board shall meet with the Superintendent to discuss the recommended evaluation form and

process, attempting in good faith to reach consensus with the Superintendent as to a mutually agreeable evaluation form and process. By November 1 of each year, the Board and the Superintendent shall agree on an evaluation form and process.

Using the evaluation form and process approved by the Board, the Superintendent shall, prior to the evaluation, provide the Board with a written self-appraisal of the Superintendent's accomplishments. No later than April 1 of each year of this Contract, or at such time as the Parties may expressly agree upon, the Board and Superintendent shall meet in closed session for the purposes of mutual evaluation of the performance of the School District and the Superintendent, including discussion of the Superintendent's self-appraisal, any recommendations and observations on how such performance may be continually improved, and any increase in the Superintendent's compensation. The time and date of the meeting shall be agreed to by the Parties sufficiently in advance of such meeting to permit adequate preparation for a constructive exchange of views. Based on the closed session, the Board President shall have overall responsibility for completing the agreed upon evaluation form on behalf of the Board. By June 30 of each year, the Board shall provide the Superintendent with a copy of the completed evaluation form. The Superintendent shall have the right to respond to the Board's written evaluation, either orally during a closed session or in writing.

8. Continuing Education. The Superintendent shall fulfill all applicable certification and continuing education requirements, and the School District shall reimburse the Superintendent for any tuition or other necessary expenses in connection with meeting said certification or continuing education requirements.

9. **Conflict of Interest.** The Superintendent shall comply with any state or federal laws or Board policies and regulations relating to conflict of interest.

10. **Other Work.** The Superintendent may undertake speaking engagements, writing, lecturing, or other professional duties and obligations when such activities do not impinge upon the time and effort required by the Superintendent to carry out any and all responsibilities under the Contract. Any such activity shall be discussed and agreed upon through discussion with the President of the Board. It is understood and agreed that the Superintendent shall not utilize District resources in the performance of tasks or activities considered under this section to be "Other Work."

11. **Retirement.** The School District shall make all employer and Employee contributions required by law to be made to the Michigan Public School Employees Retirement System ("MPSERS").

12. **Termination.** The Board of Education may terminate the Superintendent's employment with at least sixty (60) days prior written notice for just cause. "Just cause" shall be defined as acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, or any other conduct, or lack thereof, that amounts to just and reasonable cause for termination. Termination may only occur based on a majority vote of the Board at an open meeting. At least thirty days (30) prior to any Board vote regarding the termination of Superintendent, the Board shall notify the Superintendent of the basis for potential termination, and the Superintendent shall be afforded the opportunity to address the basis to not less than a quorum of the Board. The Superintendent may terminate this Agreement for any reason effective upon sixty (60) days prior written notice tendered to the President of the Board.

13. Indemnification. To the extent permitted by law, the Board of Education agrees to defend, indemnify, and hold the Superintendent harmless from and against all claims, suits, judgments, liabilities, costs, and expenses (including attorneys' fees) of a civil nature and excluding criminal matters arising from actions taken or decisions made in good faith within the scope of employment while serving as Superintendent. The Superintendent shall give the Board of Education notice of any claim for defense and indemnification hereunder promptly upon knowledge of any possible claim or action brought against the Superintendent. The Board of Education shall have the right to appoint the attorney and conduct the defense of any such claim or action. This provision/obligation shall survive this Contract and/or Superintendent's employment. This paragraph shall not apply where the Superintendent is an adverse party to the Board of Education or School District in a lawsuit or quasi-judicial proceeding involving the Superintendent's termination or any other provision of this Contract.

14. Extension or Non-renewal of Contract. In the event that that Board of Education decides not to renew the Superintendent's Contract, as herein set forth, the Superintendent shall be provided such notice and process as is required by the Revised School Code, MCL 380.1229. The Superintendent acknowledges that the Superintendent has no expectation of employment by the School District beyond the terms of this Contract. The decision whether to renew or not to renew the Contractual relationship is solely that of the Board.

15. Rule of Construction. The rule of contract construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Contract. Further, the headings used herein are purely for convenience and shall not constitute substantive terms of this Contract.

18. Signatures. By signing this Contract, the Parties represent that they entered into this Contract knowingly and voluntarily, and that each had the requisite authority to bind the party on whose behalf he/she signed. This Contract shall only be binding if it is signed by both parties.

19. Totality of Terms. This Agreement contains the entire agreement of the Parties with respect to the Superintendent's employment and may be modified only in a writing signed by both the Superintendent and the Board. Any such written modification must indicate that it is intended to modify this Contract. Therefore, this Contract, once effective, supersedes any prior agreement(s) between the Board and the Superintendent, whether verbal or written, and any such prior agreement(s) or understanding(s) are hereby deemed null and void. Any policies of the Board or employment manuals or policies which apply to all central office administrators continue to apply to the Superintendent except to the extent they are inconsistent with this Contract or are explicitly superseded by a provision of this Contract, in which case the terms of this Contract shall apply. This Contract is to be interpreted, governed, and enforced according to the laws of the State of Michigan. If any provision, in whole or in part, is held to be unconstitutional, illegal, unenforceable, or invalid, that provision or portion shall be deemed severable and shall not affect the enforceability of the remainder of the Contract, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seal the date and year above written.

UTICA COMMUNITY SCHOOLS

SUPERINTENDENT





By: Mary Thomas

Robert Monroe

Its: Board President

Dated: 06/09/2021

Dated: 6/9/2021