

EMPLOYMENT AGREEMENT

THIS AGREEMENT, effective the 1st day of July, 2017, by and between the Board of Education of the Plymouth-Canton Community Schools (the "School District") of Wayne and Washtenaw Counties (hereinafter "Board of Education") and Ms. Monica Merritt (hereinafter "Administrator" or "Superintendent").

The Administrator and Board of Education agree as follows:

- **Term:** The Board of Education hereby employs the Administrator and the Administrator agrees to work for the Board of Education commencing on July 1, 2017 and ending on June 30, 2020. The term of the contract shall extend by a period of one (1) year on June 30th of each year, unless the Board provides notice to the Administrator on or before April 1st of each year that the term will not be extended. Each such extension is intended to and shall constitute a new three (3) year contract between the parties. In the event the Administrator decides to terminate this Agreement prior to June 30, 2020, she may do so by providing sixty (60) days advance written notice to the Board of Education.
- **Duties:** The Administrator represents that she meets all Michigan requirements and holds all certificates necessary for employment by the Board of Education as Superintendent.

The Administrator agrees that she is able to and will perform the duties of Superintendent in a competent and professional manner in compliance with the laws applicable to the School District, the policies and regulations adopted by the Board of Education and such other duties and obligations as may be required of her in said capacity by the Board of Education.

- **Evaluation:** Annually, but not later than May 1st of each year (commencing May 1, 2018), the Board of Education shall review the Superintendent's performance in a meeting designated solely for this purpose. The Board of Education will determine evaluation objectives with input from the Superintendent and timelines for completion of those objectives will be determined by mutual agreement between the Board of Education and the Superintendent.

In April of 2018 the Board of Education shall review with the Superintendent the evaluation for the purposes of discussing a contract extension. The exact term of any extension must be agreed upon by the Board of Education, reduced to writing, and voted upon at an open Board meeting. The extension may be up to five (5) years and is contingent upon an effective evaluation.

- **Tenure Exclusion:** The Superintendent agrees that she shall not have tenure as Superintendent of Schools. She agrees that by virtue of this Agreement, she shall not be deemed to be granted continuing tenure in any administrative or assigned capacity, nor shall failure of the School District to continue or re-employ her in any capacity be deemed a breach of this Agreement.

- **Compensation:** The Administrator's salary shall be paid bi-monthly in equal installments. The Administrator's compensation for each subsequent twelve-month period of employment shall be determined by the Board of Education no later than June 30th of each year. In no event shall the Administrator's salary while serving as Superintendent be less than the amount of the Superintendent's base salary received during the preceding twelve-month period.

A. For the 2017 - 2018 school year:

- i. The annual compensation for the Superintendent shall be Two Hundred Fourteen Thousand Six Hundred Twenty-Five Dollars (\$214,625.00) commencing on July 1, 2017 through December 31, 2017 and Two Hundred Sixteen Thousand Seven Hundred Fifty Dollars (\$216,750.00) commencing January 1, 2018 through June 30, 2018.
- ii. The Superintendent shall receive a Tax Sheltered Annuity ("TSA") equivalent to 5% of the final amount of her base salary at the end of the 2017-2018 contract year.

B. For the 2018 - 2019 school year:

1. The annual compensation for the Superintendent shall be determined by the Board of Education after consultation with the Superintendent. In no event shall the Superintendent's salary be less than the amount of the Superintendent's base salary received during the preceding twelve-month period. Should teachers receive an increase in salary, the Superintendent shall receive an equivalent percentage increase in salary.
- ii. The Superintendent shall receive a Tax Sheltered Annuity ("TSA") equivalent to 5% of her base salary.

C. For the 2019 – 2020 school year:

1. The annual compensation for the Superintendent shall be determined by the Board of Education after consultation with the Superintendent. In no event shall the Superintendent's salary be less than the amount of the Superintendent's base salary received during the preceding twelve-month period. Should teachers receive an increase in salary, the Superintendent shall receive an equivalent percentage increase in salary.
- ii. The Superintendent shall receive a Tax Sheltered Annuity ("TSA") equivalent to 5% of her base salary.

- **Work Year:** The Superintendent shall be entitled to a paid vacation of thirty (30) working days in each contract year, provided, however, that the Superintendent shall notify the Board of Education President of any vacation time in excess of three (3) school days. It is encouraged by the Board of Education that vacation time be taken prior to the start of the next academic year, provided, however, vacation days may be carried over with the approval of the Board of Education President into the next fiscal year. In no event may the Superintendent accumulate more than thirty (30) days of unused vacation time. The Superintendent is entitled to payment up to five (5) days of unused vacation at the conclusion of the work year to be paid at that year's per diem rate, with prior Board of Education approval. Any unused vacation days shall be paid at the current daily rate upon termination of the Superintendent's employment in the School District. The Superintendent shall also be entitled to all holidays as provided in the non-affiliated Administrative Manual. At the end of the fiscal year, the Superintendent shall advise the Board of Education President of the number of vacation days utilized. The Superintendent shall also advise the Board of Education President of any days spent outside the School District.
- **Benefits:** During the term of the Agreement, the Superintendent shall receive the benefits as described in the attached addendum, as modified from time to time by the Board of Education for the professional administrative staff, or as modified below:

- A. **Sick Days and Personal Business Days:** The Superintendent shall be allowed to accumulate sick and/or personal business days at the rate of sixteen (16) days per contract year. The Superintendent is entitled to payment up to five (5) days of unused sick and/or personal business days at the conclusion of the work year to be paid at that year's per diem rate.

It is understood that until the Superintendent accumulates sufficient days, should she become ill or disabled, the Board of Education will compensate her at her regular daily rate for the time it takes for her to become eligible for the long-term disability coverage.

- B. **Life Insurance:** The District will provide the Superintendent with term life insurance, as is provided to other exempt Administrators.

- C. **Expenses:** The Superintendent is encouraged to attend and participate in appropriate professional activities and conferences at the local, state and perhaps national levels depending on budget constraints. The Superintendent is entitled to be reimbursed, consistent with the Board Policy for the reasonable costs incurred in attending and participating in local and state professional activities and conferences as she may deem to be appropriate on behalf of the School District. The Superintendent may be required to provide the School District with an itemized account and substantiation of the above-reimbursed expenses in accordance with the Board Policy and for federal income tax reporting purposes. The Superintendent shall review with the President of the Board of Education the costs involved in an out-of-state conference prior to attendance.

- D. **Membership Dues:** Within the constraints of the budget for the School District, established by the Board of Education, the School District shall pay the cost of the Superintendent's membership in educational, professional and local civic organizations.
- E. **Retirement:** The Board of Education shall assume full costs of the employer contributions to the Michigan Public School Employees Retirement System ("MPSERS") on behalf of the Superintendent, as may be required by law.
- F. **Other Benefits:** The Superintendent will receive all other benefits, not addressed or modified herein, applicable to other administrators as identified in the July 1, 2017 Fringe Benefit Booklet, as may be modified from time to time by the Board of Education for the professional administrative staff.
- **Auto Allowance:** The Board of Education shall provide a monthly allowance of Five Hundred Dollars (\$500.00) for the use and maintenance of an automobile. The Superintendent shall be responsible for insurance coverage. In addition, the Superintendent shall receive One Hundred Fifty Dollars (\$150.00) each month for in-District travel. Out-of-District travel will be reimbursed at the approved School District rate.
 - **Physical Examination:** At least once a year during the term of this contract, the Superintendent shall have a medical examination, the costs of which shall be paid by the School District. The Board of Education reserves the right to direct the Superintendent to an examining physician for a medical evaluation if there are circumstances which warrant a verification of either the physical or psychological competence of the Superintendent. The certification from both the annual examination and the latter examination may be shared by the President of the Board of Education with the other trustees, but shall otherwise be maintained in confidence.
 - **Termination:** During the term of this Agreement, the Board of Education may terminate this Agreement for just cause and without liability hereunder for salary, pension contribution, and/or fringe benefits. Examples, by way of illustration and not limitation, of reasons which are not arbitrary or capricious include: suspension or revocation of her certificate; violation of any of the terms, covenants, or warranties of this Agreement; or if the Superintendent becomes physically or mentally disabled and is unable to perform the duties of her position. Upon expiration of this Agreement, the Board of Education, in its sole discretion and with or without cause, may decline to extend this Agreement for an additional year, subject to the provisions of Section 1229 of the Revised School Code.
 - **Indemnification:** The Board of Education agrees to indemnify and hold the Superintendent harmless from and against all claims, suits, judgments, damages, liabilities, including costs and expenses, by any third party asserted against the Superintendent arising from actions taken or decisions made within the scope of her employment while she is Superintendent; provided, however, the Superintendent acted in good faith and in a manner she reasonably believed to be in the best interests of the School District. 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 for damages, and the Board of Education shall have the right to appoint an attorney and conduct the defense of any such claim or action. If, in the opinion of the Board of Education, the Superintendent fails to fully cooperate in the defense of any claim or action, then this provision of defense, indemnity and save harmless shall become null and void.

- **Errors and Omissions:** The Board of Education shall provide the Superintendent with the same insurance coverage for errors and omissions as is applicable to members of the Board of Education.
- **Waiver of Breach:** The Board of Education's waiver of a breach of any provision of this Agreement by the Superintendent shall not operate or be construed as a waiver of any subsequent breach by the Superintendent. No waiver shall be valid unless in writing and approved by the Board of Education.
- **Entire Agreement:** This Agreement contains the entire agreement of the parties hereto, and may not be altered, modified or rescinded by any prior contemporaneous statement or understanding of each party, or any person their behalf. This Agreement may be modified, amended, rescinded, or otherwise altered during its term, only by an express written "Modification," denominated as such, approved by the Board of Education in a public meeting and signed by each of the parties hereto. Any written modification shall be attached to this Agreement.
- **Employment Dispute Resolution Plan:** The undersigned acknowledges:
 - A. She has received a copy of the Employment Dispute Resolution Plan (the "EDR" Plan) as an addendum to this Agreement.
 - B. This EDR Plan is binding on her, as it requires a mandatory arbitration of any and all disputes arising from or related to employment with Plymouth-Canton Community Schools.
 - C. She is waiving her right to a judicial forum and agrees that any and all disputes arising from or related to employment with Plymouth-Canton Community Schools shall be subject to mandatory mediation and/or arbitration.
 - D. A just cause standard shall apply for disputes regarding termination of services during an administrative employment contract term. If Plymouth-Canton Community Schools Board of Education elects to not renew the Superintendent's contract, the standard of review will be as though she were an at-will employee. For all matters, the appointed arbitrator shall have the authority to award whatever relief would be available in a court of competent jurisdiction under the law. The arbitrator shall issue an opinion and award setting forth a summary of the issues, including the type(s) of dispute(s), the damages and/or other relief requested and awarded, a statement of any other issues resolved, and a statement regarding the disposition of any statutory claim(s).

E. The employee acknowledges that this agreement to mediate and/or arbitrate any and all employment-related disputes between them is a condition of the employee's employment and/or continued employment with the Plymouth-Canton Community Schools.

PLYMOUTH-CANTON COMMUNITY SCHOOLS

BOARD OF EDUCATION

WITNESS:

Elizabeth Adams

Elizabeth Adams

By: Katherine Borninski
Katherine Borninski, President

By: Kimberley Crouch
Kimberley Crouch, Vice President

WITNESS:

Elizabeth Adams

SUPERINTENDENT

Monica Merritt
Ms. Monica Merritt

This agreement consists of six (6) pages and two (2) attachments.
Attached and included as part of this Agreement are:

- Addendum I – Fringe Benefits
- Addendum II – Employment Dispute Resolution Plan

ADDENDUM I
FRINGE BENEFITS

A. Insurance

1. **Health Insurance:** The Plymouth-Canton Community Schools' Board of Education agrees to pay no more than the amount allocated by the state treasury for medical coverage for up to full family coverage. The coverage shall be as defined in the Fringe Benefit Booklet applicable to all exempt administrators. Open enrollment will be determined by the District.
2. **Life Insurance:** A Life Insurance Policy consistent with life insurance offered to other exempt Administrators will be provided by the Plymouth-Canton Community Schools' Board of Education.
3. **Income Protection:** The Plymouth-Canton Community Schools' Board of Education shall pay the cost of Long Term Disability Insurance.
4. **Dental Insurance:** Up to full family coverage contribution by the Plymouth-Canton Community Schools' Board of Education. The coverage shall be as defined in the Fringe Benefit Booklet applicable to all exempt administrators.
5. **Vision Insurance:** The Plymouth-Canton Community Schools' Board of Education shall provide vision insurance. The coverage shall be as defined in the Fringe Benefit Booklet applicable to all exempt administrators.

B. Sick Days, Personal Business and Bereavement Days

The Superintendent shall be allowed to accumulate sick and/or personal business days at the rate of sixteen (16) days per contract year.

The Superintendent shall be allowed up to five (5) workdays in the case of the death of an immediate family member.

C. Holidays

The following holidays shall be granted to all non-affiliated administrators:

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

D. Retirement Allowance

Retirement payment of One Hundred Dollars (\$100.00) per year of service, up to thirty (30) years, shall be paid upon retirement, provided the non-affiliated administrator shall have been employed in the Plymouth-Canton Community Schools for at least ten (10) years and is eligible and has made application for Michigan Public School Employees Retirement Fund Benefits. Payment will be made upon evidence that application has been made with reasonable assurance that the retiring non-affiliated administrator qualifies.

E. Longevity

1. At the beginning of the 11th year of employment with the Plymouth-Canton Community Schools, an administrator will be paid an additional Five Hundred-Fifty Dollars (\$550.00) annually through the 15th year.
2. At the beginning of the 16th year of employment with the Plymouth-Canton Community Schools, an administrator will then be paid an additional Eight Hundred Dollars (\$800.00) annually.

F. Education Level Credit or Optical Insurance Coverage

Educational Level Credit: This provision shall apply for those non-affiliated administrative positions, which require a degree from a college or university. Upon application and verification (*official transcripts*), an individual administrator shall be eligible to receive advance degree, yearly, lump sum payments as follows:

MA+30	=	\$1,000.00
Specialist	=	\$1,000.00
Ph.D./Ed.D.	=	\$1,500.00

Verification must be received no later than October 1st of the initial year of eligibility. Eligible payments will be made the first pay of November each year.

G. Christmas – New Year’s Break

The days during the Christmas and New Year’s break, when school is not in session, shall be additional days off and shall not be charged as off time.

ADDENDUM II
EMPLOYMENT DISPUTE RESOLUTION PLAN

1. Purpose of the Plan

The purpose of the Plymouth-Canton Community Schools Employment Dispute Resolution Plan (the "EDR Plan") shall be to provide for the fair, efficient, and timely resolution of all claims, disputes, or controversies arising out of, or relating to an application or candidacy for employment, employment of an individual, and cessation of employment or the EDR Plan, to provide an applicant, employee, or employees of third-party contracted service providers with a forum in which claims, disputes, or controversies with the District may be resolved exclusively by final and binding arbitration rather than litigation. This agreement does not restrict an applicant, employee, or third-party employee from filing a claim or charge with any state, federal or other governmental administrative agency. Rather, this EDR Plan applies only to local, state, or federal court proceedings.

2. Individuals Subject to Employment Dispute Resolution Plan

All applicants for employment, all employees, and all employees of third-party contracted service providers, to the extent that the dispute is not covered by or subject to the grievance procedure stated in an applicable collective bargaining agreement, if any, shall be subject to the terms of this EDR Plan.

3. Conditions for Consideration of Applications and Continued Employment

It shall be a condition for the consideration of an application or candidacy for employment, a condition for consideration of employment, a condition of employment, and a condition of continued employment with the District to submit any and all claims, disputes, or controversies arising out of or relating to an application or candidacy for employment, employment, and/or cessation of employment or the EDR Plan to final and binding arbitration.

4. Disputes Subject to the Plan

Any and all claims, disputes, or controversies arising out of or relating to an applicant's application or candidacy for employment, an employee's employment, and/or an employee's cessation of employment, or like claims raised by an employee of a third-party contracted service provider, or the EDR Plan, shall be settled exclusively by final and binding arbitration administered by the American Arbitration Association under its Employment Arbitration Rules and Mediation Procedures and judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. By way of example only, such claims include claims under federal, state, and local statutory or common law, such as the Elliot-Larsen Civil Rights Act, MCL 37.2101 *et seq.*, the Persons with Disabilities Act, MCL 37.1101 *et seq.*, the Age Discrimination in Employment Act, 29 USC 621, *et seq.*, Title VII of the Civil Rights Act of 1964, 42 USC 2000e, the Americans with Disabilities Act, 42 USC 12101, *et seq.*, the law of contract and the law of tort.

5. Initiation of a Claim – Statute of Limitations

A party wishing to initiate arbitration of an employment dispute pursuant to this Plan must file a Demand for Arbitration with the American Arbitration Association (“AAA”) Case Management Office located at 950 Warren Avenue, East Providence, Rhode Island 02914. Demands for Arbitration must be filed within the time limit established by the applicable statute of limitations if the dispute involves statutory rights. If no statutory rights are involved, the time limit for filing claims shall be 30 calendar days from the date that mediation was terminated pursuant to AAA Employment Arbitration Rules and Mediation Procedures or 30 calendar days from the date the dispute arose or the employee knew or should have known that the dispute arose. Nothing in this Plan prohibits an employee from filing a complaint(s) with a federal, state or other governmental administrative agency.

6. Integration with Third-Party Employer Arbitration Agreement

This Plan shall be interpreted to operate in concert with any and all arbitration agreements established by third-party contracted service providers. All employees of such contracted vendors shall be required to submit to arbitration all claims, disputes, or controversies described in Paragraph 4 as required by this Plan or a similar plan of the employee’s direct employer.

7. Cost-Sharing of Arbitration Fees

Employer shall be required to pay the arbitration filing fee.

8. Neutral ADR Provider

The AAA is designated to administer the external component of this Employment Dispute Resolution Plan (mediation and arbitration processes). The AAA Employment Arbitration Rules and Mediation Procedures shall govern the mediation and arbitration processes.

9. Due Process Protocol

This EDR Plan shall adhere to the due process safeguards developed by the AAA Task Force on Alternative Dispute Resolution, only where a dispute or claim exists relating to an employee’s statutory rights.

10. Representation

Employees using the mediation and/or arbitration procedures of this EDR Plan shall have the right to be represented by a spokesperson of their own choosing. The employee may seek such representation through various organizations, including but not limited to, bar associations, legal service associations, civil rights organizations, trade unions, etc.

11. Fees for Representation

The amount and method of payment for representation should be determined between the employee claimant and her representative. In cases where an employee is able to demonstrate financial hardship and an inability to pay fees for representation, the arbitrator shall have authority to provide for fee reimbursement where the claimant is the prevailing party. The arbitrator shall have authority to provide for fee reimbursement in whole or in part in accordance with applicable law or in the interests of justice.

12. Access to Information

The parties shall have adequate but limited pre-trial discovery. Necessary pre-hearing depositions consistent with the expedited nature of arbitration shall be available. Prior to selection of an arbitrator, the parties shall be provided with the names, addresses and phone numbers of the representatives of the parties of an arbitrator's six most recent cases to aid them in selection.

13. Mediator and Arbitrator Qualification

The roster of mediators and arbitrators shall contain representatives with training regarding statutes, including substantive, procedural and remedial issues to be confronted in statutory rights employment disputes, skills in conducting hearings and knowledge of the statutory environment in which statutory rights disputes arise. Nothing in this EDR Plan shall prohibit the parties from jointly selecting as mediator and/or arbitrator one in whom both parties have requisite trust. Disputes shall be mediated by a single mediator. Arbitrations shall be conducted by a single arbitrator.

14. Conflicts of Interest

The mediator and/or arbitrator for an employment dispute shall disclose any relationship which might reasonably constitute or be perceived as a conflict of interest. The designated mediator and/or arbitrator shall sign an oath provided by AAA affirming the absence of such present or preexisting ties.

15. Authority of Arbitrator

The arbitrator shall be bound by the Arbitration Agreement signed by the parties, statutes, regulations and rules of procedure of the AAA, including the authority to determine the time and place of the hearing, permit reasonable discovery, issue subpoenas, decide arbitrary issues, preserve order and privacy in the hearings, rule on evidentiary matters, determine the close of the hearing and procedures for post-hearing submissions and issue an award resolving the submitted dispute.

16. Compensation of the Arbitrator

Impartiality is best assured by the parties sharing the fees and expenses of the mediator and arbitrator. In cases where the economic condition of a party does not permit equal sharing, the parties should make mutually acceptable arrangements to achieve that goal if at all possible. In the absence of such an agreement, the arbitrator shall determine allocation of fees. The AAA shall facilitate the negotiation of the parties' share of costs and collection of such fees so as to reduce the bias potential of disparate contributions and shall forward payment to the mediator and/or arbitrator without disclosing the parties' respective share of the payment.

4842-6172-7564, v. 8