

SOUTHGATE COMMUNITY SCHOOL DISTRICT

City of Southgate, County of Wayne, State of Michigan

Agreement made this 1st day of December, 2020, by and between THE SOUTHGATE COMMUNITY SCHOOL DISTRICT, hereinafter referred to as "The School District" and Sharon Irvine, hereinafter referred to as "Superintendent."

WITNESSETH:

- 1. The School District agrees to engage the above-named individual as Superintendent for a period of three (3) years commencing on January 1, 2021 and ending on December 31, 2023 in accordance with the following terms.**
- 2. The Superintendent shall not attain tenure in the position of Superintendent of Schools by virtue of this contract of employment, it being the specific intention of the School District and the Superintendent to exclude tenure from this position.**
- 3. The Superintendent specifically represents that she is duly and legally qualified and certified to act as Superintendent of Schools, and that she will not during the period covered, allow herself to become legally disqualified to act in that capacity. The Superintendent represents that she possesses, holds and will maintain all certifications, credentials and qualifications required by law, including but not limited to Sections 1246 and 1536 of the Revised School Code, the regulations of the Michigan Department of Education, and all requirements imposed by Board Policy. Furthermore, the Superintendent agrees that during the term of this agreement, should she become disqualified or uncertified to hold the position of Superintendent of Schools for the School District, this Agreement shall terminate at the School District's option or as required by law. Furthermore, the Superintendent agrees that she will comply fully and within the time limits with, any requirements relative to qualifications, certification, and/or continuing education which are established by the State of Michigan, whether by statute, administrative regulation, rule, or otherwise.**
- 4. The Superintendent agrees that during the period covered by this agreement, she will perform each and every duty required of her by law, and that she will act as advisor to the Board of Education of said School District and keep the Board fully and properly informed relative to educational policies and practices in the School District; that she shall make recommendations to the Board relative to such policies and practices, and will fully carry into execution all policies and directives of the Board of Education as it shall regularly adopt.**
- 5. The Superintendent and the District agree that any and all claims arising from, or relating to, the Superintendent's employment with the District or this Agreement will be subject to final and binding arbitration according to the American Arbitration Association's National Rules for the Resolution of Employment Disputes. The Superintendent and the District also agree that a judgment on the award of the arbitrator(s) may be entered in any court of competent jurisdiction. The Superintendent and the District acknowledge and agree this paragraph of this Agreement precludes either from filing covered claims in court, and therefore, waive any right to trial by jury otherwise available.**
- 6. The Superintendent and the District agree that any civil action or demand for arbitration must be filed no later than 180 calendar days from the date on which the claim or cause of action upon which it is based accrued, or not later than 180 days from the termination of the Superintendent's employment, whichever is sooner. The District and the Superintendent waive any limitations period longer than 180 days, but agree to be bound by any shorter limitations period.**

7. Superintendent may not undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations when such activities would in any manner impinge upon time and effort required to be exerted by Superintendent in the discharge of his/her responsibilities
8. The salary of the Superintendent shall be as follows for the first year covered by this Agreement. Salary for school fiscal year(s) subsequent to 2021 shall be determined by the Board of Education of the School District, but in no event, excepting an across-the-board administrative wage reduction, shall such salary be less than that pertaining for the prior school year. A significant factor determining compensation and additional compensation shall be the job performance and accomplishments of the Superintendent pursuant to Section 1250 of the Revised School Code.

2021
\$137,000.00

The fringe benefits set forth herein shall be in addition to salary, unless otherwise provided herein. Further, the salary shall be paid in twenty-six (26) equal installments in accordance with the standard practices of the School District but may be modified by the Board to conform to pay practices for other District employees as determined by the Board. Fringe benefits covered by this agreement shall be set forth in Appendix A, attached hereto and made part hereof.

6. The duties of the Superintendent shall be as follows:
 - a. The Superintendent shall have the responsibility to organize, reorganize, and arrange administrative and supervisory staff. Responsibility for the selection, placement, and transfer of personnel shall be vested in the Superintendent, subject to approval by the Board of Education and the constraints contained in collective bargaining agreements and other agreements and documents to which the Board is a signatory.
 - b. Recommend to the Board, in writing, all teachers necessary for the successful operation of the District.
 - c. Suspend or terminate employees of the School District in accordance with the provisions of law, Board Policy and applicable collective bargaining agreements.
 - d. Supervise and direct the work of the teachers and other employees of the School District.
 - e. Classify and control the promotion of pupils within the school system.
 - f. Recommend to the Board of Education the best methods for arranging the course of study and the proper textbooks to be used in carrying out the educational philosophy of the District.
 - g. Make written reports to the Board of Education and to the State Board annually and as otherwise required by law or by the Board of Education in regard to matters pertaining to the educational interests of the District.
 - h. Assist the Board of Education in matters pertaining to the general welfare of the District and perform such other duties as the Board may require from time to time to the extent that such directives are

lawful and properly adopted by the Board of Education and communicated to the Superintendent of Schools in accordance with the common practice of the District.

- i. Put into practice the educational policies of the State and of the Board of Education of the Southgate Community School District, in accordance with the means provided by the Board of Education.
 - j. As Superintendent of Schools, the Employee shall be entitled to:
 - i. Present her recommendations to the Board on any subject under consideration by the Board.
 - ii. Attend each meeting of the Board of Education.
 - iii. Serve as an ex-officio member of each committee established by the Board of Education.
 - k. Serve as Chief Executive Officer of the School District.
7. The Board of Education shall have the following rights with regard to the employment of the Superintendent of Schools:
- a. The Board of Education shall, prior to August 31st of each year, establish performance objectives thus identifying its expectations for performance and achievement by the Superintendent of Schools. The performance objectives shall be given to the Superintendent of Schools and she shall sign a receipt indicating that she has received the same. The parties mutually agree that this process must be complete on or before August 31st of each year.
 - b. The evaluation criteria thus established shall be used by the Board of Education to evaluate the performance of the Superintendent. The Board of Education shall perform an annual evaluation that reflects and assesses the Superintendent's compliance with and achievement of the performance objectives.
8. The School District agrees to hold the Superintendent harmless and defend and indemnify said Superintendent from any and all demands, suits and legal proceedings brought against the Superintendent in her official capacity, to the extent permitted by law, providing that she is acting in the scope of her employment as the Superintendent of Schools.
9. The Superintendent shall be subject to discharge for good and just cause during the term of this Agreement. In the event that the Board undertakes to dismiss Superintendent during the term of this Agreement, she shall be entitled to written notice of charges and an opportunity for a hearing before the Board. In the event of termination of employment during the term of this Agreement, this Agreement shall automatically terminate and the Board shall have no further obligation under this Agreement.
10. The School District shall pay the Superintendent her actual and necessary expenses incurred while on School District business in accordance with the laws of the State of Michigan and the policies of the Board of Education. It is the specific intention of this provision that the Superintendent of Schools and the Board of Education shall comply with all statutory provisions relative to the reimbursement of actual, necessary and reasonable expenses as set forth under Michigan law. Payment shall only be made upon submission of proper documentation and receipts by the Superintendent of Schools and approved by the Board of Education. Such expenses paid to the Superintendent shall not exceed those which the Board of Education considers to be actual and necessary, and those which are allocable in accordance with Michigan law.

11. The School District encourages attendance by the Superintendent at professional conferences, meetings and seminars for purposes of keeping current on educational trends. The School District shall reimburse the Superintendent for all expenses that the Board of Education considers to be actual and necessary, and which are incurred by her for attendance at said Board-approved conferences, meetings and seminars. Such actual and necessary expenses shall be reimbursed to the Superintendent in accordance with applicable Board policies and state mandates.


Travel, conferences, meetings; or seminars shall be approved by the Board of Education prior to any costs being incurred, if such conference, meeting or seminar is more than one hundred fifty (150) miles from the School District. These shall include National Conferences and work required to maintain certification.

The School District shall pay the annual dues for the Superintendent to be a member of up to two (2) professional associations, at a total annual cost not to exceed Eight Hundred Dollars (\$800-00).


12. This Agreement is subject to, and contingent upon, the approval of the School District's Board of Education.

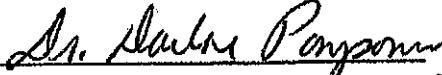
IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

THE SCHOOL DISTRICT


Board President, Timothy Estheimer

In the Presence of:



Theresa Grzechowski


Board Secretary, Dr. Darlene Pomponio

SUPERINTENDENT


Superintendent, Jill Pastor

I, Sharon Irvine, do hereby accept employment by the Board of Education of the Southgate Community School District, in the position of Superintendent of Schools on the terms and conditions set forth in this contractual agreement as stated with Appendix A.


Sharon Irvine

12/2/2020
Date

APPENDIX A School Year 2021 Date Amended 11-16-20 EMPLOYEE Sharon Irvine

Please see reverse side for detailed information regarding the information and benefits below.

Contract Year	<input type="checkbox"/> 10 months	<input type="checkbox"/> 12 month	<input type="checkbox"/> Additional	<input type="checkbox"/> Seasonal
Probation	<input type="checkbox"/> 30 days	<input type="checkbox"/> 60 days	<input type="checkbox"/> 90 days	<input type="checkbox"/> N/A
Sick Days*	<input type="checkbox"/> 10 days	<input checked="" type="checkbox"/> 12 days	<input type="checkbox"/> _____ days	<input type="checkbox"/> N/A
Personal Business Days*	<input type="checkbox"/> 3 days	<input checked="" type="checkbox"/> 3 days	<input type="checkbox"/> N/A	
Sick Day Accumulation Allowance	<input type="checkbox"/> _____ days	<input checked="" type="checkbox"/> 30 days		
Holidays*	<input type="checkbox"/> Non-Duty, Paid Holidays	<input checked="" type="checkbox"/> Non-Duty Paid Holidays listed on back		
Mid-Winter Break*	<input type="checkbox"/> Non-Duty, No Pay	<input type="checkbox"/> Duty, Pay	<input type="checkbox"/> Non Duty Paid	
Act of God	<input type="checkbox"/> 6	<input type="checkbox"/> 6 <input checked="" type="checkbox"/> N/A Central Office Admin, & Maintenance		
Vacation *	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> 25 days		
Vacation Accumulation*	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> May receive vacation pay in lieu of, for up to 10 days/per year		
Longevity* (12 month staff only)	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Eligibility listed on back		
Bereavement*	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		
Jury Duty*	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		
Health/Prescription Insurance*	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Subject to ACA Compliance	
Dental Insurance*	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		
Vision Insurance*	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		
Life Insurance*	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		
Long Term Disability*	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		
Tax Sheltered Annuity*	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		
PD*	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Includes Annual Conf	
Retirement and Terminal Pay*	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Must provide 30 day notice	
Retirement Notification by April 1*	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No		
Notice of Resignation	<input checked="" type="checkbox"/> Yes, 2 weeks			
Additional Conditions of Employment	See reverse side			

Sick Days	10 month employees = 10 days a year, 12 month employees = 12 days a year
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Personal Business Days	3 days a year		
Non-Duty Paid Holidays	<p>10 month employee: New Years' Day, <i>Martin Luther King Day*</i>, Good Friday, Easter Monday, Memorial Day, Labor Day, <i>Election Day*</i>, Day before Thanksgiving*, Thanksgiving Day, Friday after Thanksgiving Day, Day before Christmas, Christmas Day, Day before New Years' Day *May be added dependent upon District Calendar</p>	<p>12 month employee: New Years' Day, <i>Martin Luther King Day*</i>, Good Friday, Easter Monday, Memorial Day, Fourth of July, Labor Day, <i>Election Day*</i>, Day before Thanksgiving*, Thanksgiving Day, Friday after Thanksgiving Day, Day before Christmas, Christmas Day, Day before New Years' Day *May be added dependent upon District Calendar</p>	
Mid-Winter Break	Central Office Administrators and Maintenance Personnel must report to work		
Vacation (12 month only)	1 st -3 rd year = 10 days, 4 th -6 th year = 15 days, 7 th year or longer = 20 days		
Vacation Accumulation	Must notify the Business Office by June 1 of each fiscal year if you choose to receive vacation pay in lieu of vacation		
Longevity (paid years of service) 12 month staff only	5-9 years = \$300, 10-14 years = \$400, 15-19 years = \$600, 20-24 years = \$1,000, 25+ yrs = \$1,250		
Bereavement	Up to five (5) consecutive working days for the necessary attendance at the funeral of an immediate family/step immediate family member. Additional accrued sick or personal days may be used with approval of the Superintendent. An immediate family/step family member shall be defined as including spouse, son, daughter, son-in-law, daughter-in-law, mother, father, sister, brother, grandparents, grandchildren, brother-in-law, sister-in-law, father-in-law, or mother-in-law. One (1) funeral day shall be allowed for other death.		
Jury Duty	Will be paid full compensation if called for jury duty, or subpoenaed to testify during work hours in any judicial or administrative matter shall be paid his/her full compensation and benefits for such time. An employee granted Judicial Leave shall provide to the district proof of attendance at the proceeding.		
Health Insurance/Prescription	Refer to insurance specialist regarding coverage or opt out		
Dental & Vision Insurance	Refer to insurance specialist regarding coverage or opt out		
Life Insurance	Term Life Insurance equal to the nearest \$1,000 of annual compensation. Payable only if employee averages 30 hours per week.		
Long Term Disability	Refer to insurance specialist. Payable only if employee averages 30 hours per week.		
Tax Sheltered Annuity	A payment of a tax-sheltered annuity equal to four (4) percent of compensation		
PD	Professional Development, which may include attendance to Annual Conference with consent of Superintendent, or PD required for licensing.		
Retirement Notification by April 1	Receive \$1,000 if notification of retirement is received by April 1		
Retirement and Terminal Pay	<p>Terminal pay shall be granted to employees who are eligible at the time of retirement, and make application, for the Michigan School Employees' Retirement Fund benefits. Such pay shall be 1/3 of accumulated sick days times the employee's current daily rate of pay. Unused vacation days will be paid out at 100%.</p>	<p>In case of untimely death, while in the employment of the District, the beneficiary or estate shall be paid one-half (1/2) of the deceased's accumulated sick days at the deceased's daily rate of pay. Unused vacation days will be paid out at 100%.</p>	<p>An employee who terminates employment shall be eligible for severance pay equal to one's current per diem rate multiplied by one-quarter (1/4) of one's accumulated sick leave. Unused vacation days will be paid out at 100%.</p>

Additional Conditions of Employment

Database Administrator	Begins two weeks prior to student's first day, Ends one week after student's last day One flex week during summer, determined by Technology Director
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SOUTHGATE COMMUNITY SCHOOL DISTRICT
CITY OF SOUTHGATE, COUNTY OF WAYNE, STATE OF MICHIGAN

Amendment to the Agreement made on December 1, 2020, by and between THE SOUTHGATE COMMUNITY SCHOOL DISTRICT, hereinafter, "The School District" and Sharon Irvine, "Superintendent."

Section 8 of the original contract is hereby rescinded and replaced with the following amended language. All other terms of the original contract remain unchanged.

8. The salary of the Superintendent shall be as follows for the duration of this Agreement.

<u>2021</u> \$137,000	<u>2022</u> \$152,000	<u>2023</u> \$155,000
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In addition to base wages, the Superintendent shall receive:

- 1) Compensation for Human Resource Responsibilities - \$25,000
 - a. Acting as chief negotiator; and
 - b. Developing and implementing a district procedural infrastructure; and
 - c. Acting as Communications Director

For the duration of the contract, compensation for additional duties shall not be changed except by mutual agreement to reduce or eliminate duties.

- 2) Juris Doctorate Degree Stipend – In compensation for the educational level of Juris Doctorate and membership in the Michigan State Bar Association with good standing, the Superintendent shall receive an amount equal to 8% of base wages. This amount may be paid in a lump sum or spread over bi-weekly pay as requested by the Superintendent.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

SUPERINTENDENT

THE SCHOOL DISTRICT

Sharon Irvine

Board President

Date

Board Secretary