

SUPERINTENDENT EMPLOYMENT CONTRACT

This Contract is entered into by and between the Board of Education of the Ypsilanti Community Schools (the "Board") and Alena Zachery-Ross (the "Administrator").

1. **Term.** The Board employs the Administrator as Superintendent for a term of five (5) years from July 1, 2019 – June 30, 2024. Beginning at its February 2022 meeting, the Board shall consider and vote upon extending this Contract for an additional year, and will notify the Administrator of its decision in writing. In so doing, the parties understand and agree that there is no explicit or implicit assurance or obligation that the Board renew, extend, or re-negotiate this Contract.

2. **Board Authority.** Administrator shall perform the duties of Superintendent as prescribed by the Board and as may be established, modified and/or amended from time to time by the Board. Administrator acknowledges the ultimate authority of the Board with respect to her responsibilities and directions related thereto.

3. **Credentials.** Administrator represents that she possesses, holds and will maintain all certificates, credentials and qualifications required by law, including but not limited to Sections 1246 and 1536 of the Revised School Code, Michigan Department of Education regulations, and those the Board requires. Administrator agrees that maintenance of such credentials is a condition of her continued employment as Superintendent. If Administrator fails to maintain all certificates, credentials, continuing education requirements and/or qualifications as required, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

4. **Responsibilities.** Administrator agrees to devote her talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the superintendency. Administrator agrees to faithfully perform those duties assigned by the Board and to comply with the Board's directives concerning them. Further, Administrator agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board to carry out the School District's educational programs and policies during this Contract's term. Administrator agrees that she will diligently and competently discharge her duties to enhance School District operations and will use her best efforts to maintain and improve the quality of School District programs and services.

5. **Compensation.** The Board shall the Administrator for her services as follows:

- a. **Base Salary.** For the 2019-2020 contract year, Administrator shall be paid at an annual (twelve month) salary rate of not less than One Hundred Fifty-Nine Thousand Dollars (\$159,000) in consideration of her performance of the duties and responsibilities of the Superintendent in conformance with the requirements and expectations of the Board. The annual salary shall be paid in twenty-six (26) equal bi-weekly installments beginning at the start of the 2019-2020 contract year (July 1 - June 30).

- b. **Adjustments to Base Salary.** Consistent with the provisions of Section 1250 of the Revised School Code, the Administrator shall receive annual salary increases as follows:
 - i. An increase in base salary of two percent (2%) of the previous contract year's salary.
 - ii. An additional salary increase of two percent (2%) of the previous contract year's salary for annual performance evaluations of "effective" or higher.
- c. **Annuity.** The Administrator shall receive an annual payment of eight percent (8%) of her base salary toward the premium of the Board-paid non-elective 403(b) annuity with no cash option for the initial contract year. As permitted by law, annuity payments shall annually increase by one percent (1%) of the salary then in effect to a cap of eleven percent (11%). At its February 2023 meeting, the Board shall consider and vote upon whether to increase this contribution to twelve percent (12%) for the 2023-2024 contract year.

6. **Stipends.**

- a. **Enrollment Growth Stipend.** In addition to her base salary for each contractual year, Administrator shall be eligible to earn a lump Enrollment Growth Stipend of \$10,000. The Board will pay Administrator this stipend if the District's FTE pupil count in October of the then-current school year is at least one percent (1%) greater than the District's FTE pupil count in February of the prior school year. For purposes of this provision, the pupil count figures shall be the official pupil counts used for the District's receipt of state foundation allowance-funded aid in the applicable years. If earned, this stipend shall be paid in December of each contractual year, but only if Administrator is employed by the Board at the time payment is due. This amount shall not be part of Administrator's base salary.
- b. **Educational Stipend.** Administrator shall receive an educational stipend of six percent (6%) of base salary in quarterly payments each contractual year. This stipend shall be payable on a quarterly basis. While Administrator is enrolled in a doctoral program, the Administrator shall provide written proof of enrollment reflecting reasonable progress toward her doctoral degree at the commencement of each academic term. It is understood that it may be reasonable to reduce or discontinue study from time to time, depending upon professional demands, course availability, and customary breaks in enrollment. Payment of this stipend shall continue following the award of the Administrator's doctoral degree to the end of this contract's term, in recognition of the value Administrator's doctorate has to her role as Superintendent.

7. **Automobile Allowance.** For each full month of employment under this Agreement, the District will provide Administrator with a monthly automobile allowance of \$500.

8. **Moving Allowance.** Upon providing the Board with written proof of residency within twenty (20) driving miles of the District's central offices, the Administrator will be provided payment in the amount of \$4,300 to defray costs of relocation and establishment of a new residence.

9. **Vacation.** Administrator is employed on the basis of fifty-two (52) weeks of work per contract/fiscal year (July 1 through June 30). Administrator shall be granted vacation time of 20 days per contract year. Up to five unused vacation days may be carried over annually. Administrator shall not receive any additional compensation in lieu of use of vacation days. Administrator shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of School District business. All scheduling of vacation is subject to Board approval.

10. **Performance Evaluation.** Administrator's performance shall be evaluated by the Board not less than annually, in accordance with applicable law.

11. **Termination.** The Board shall be entitled to terminate the Administrator's employment at any time during this Contract's term upon its finding that Administrator has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency; if Administrator materially breaches the terms and conditions of this Contract; or for other causes which the Board determines are not arbitrary or capricious.

These termination standards shall not be applicable to non-renewal of this Contract at the expiration of its term, which decision is discretionary with the Board.

If the Board undertakes to dismiss Administrator during the term of this Contract, she shall be entitled to written notice of charges and an opportunity for a hearing before the Board. If the Administrator's employment is terminated during this Contract's term, this Contract shall automatically terminate and the Board shall have no further obligation under this Contract.

12. **Disability.** In the event of Administrator's mental and/or physical incapacity to perform the essential duties of her office, she shall be granted an initial leave of ninety (90) work days for purpose of recovery. The Administrator shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the ninety (90) work day period to be unpaid. Upon utilizing leave under this provision, Administrator 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 Administrator, it may require a second opinion, at Board expense.

Administrator may request a ninety (90) work day unpaid leave extension if she is physically and/or mentally unable to return to work at the expiration of the initial leave, as described above, provided that there is a verified prognosis that Administrator will be able to resume her duties at the conclusion of the extended leave interval. Administrator shall provide the Board medical certification as a condition to any leave extension. Any extensions of leave for this purpose shall be at the sole discretion of the Board.

If Administrator is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), her employment and this Contract may be terminated at the option of the Board. However, no such termination shall occur where restoration after leave is required by the Family and Medical Leave Act.

Before resumption of duty after an unpaid leave of absence for a serious health condition, Administrator shall provide to the Board a fitness for duty certification from her health care provider. A second opinion may be required by the Board, at its expense, unless prohibited by the Family and Medical Leave Act.

13. **Tenure Exclusion.** Administrator agrees that she shall not be deemed to be granted continuing tenure in the position initially assigned, or in any capacity other than that of a classroom teacher, should she fulfill the probationary period required for teacher tenure. The decision of the Board not to continue or renew the employment of Administrator for any subsequent period in any capacity, other than as a classroom teacher as may be required by the Teachers' Tenure Act, shall not be deemed a breach of this Agreement or a discharge or demotion under the Michigan Teachers' Tenure Act.

14. **Medical Examinations.** Administrator 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 Contract. Additionally, upon Board request, Administrator shall authorize the release of medical information necessary to determine if Administrator is capable of performing the essential job functions required by her assignment, with or without reasonable job accommodation(s). Any physical or mental examination or disclosure of such information required of Administrator 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.

15. **Insurance.** Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third party administrator, the Board shall make benefit cost payments, as specified below, on behalf of Administrator and her eligible dependents for enrollment in the following insurance programs:

- a. Health, dental, and vision insurance, as provided to other School District cabinet-level administrators.
- b. Term life insurance in an amount 2.5 times the Administrator's initial base salary.
- c. Disability insurance in the type and amount equivalent to that provided other School District cabinet-level administrators.

Administrator agrees that the Board has the right to allocate to Administrator responsibility for a portion of the medical benefit plan costs and premiums for the plans and products specified above, as may be determined by the Board. The contributions required of Administrator shall not be less than the amount determined by the Board to be necessary to comply with the Publicly

Funded Health Insurance Contribution Act, 2011 PA 152. The Board will notify Administrator of the amounts for which she is responsible in excess of the Board contributed medical benefit plan costs and premiums. To the extent that the medical benefit plan costs and premiums associated with the above plans and products exceed the level of the Board's contributions, Administrator authorizes payroll deduction for all excess medical benefit plan costs and premium amounts required to maintain enrollment.

16. **Cash In Lieu of Health Insurance.** Should the Administrator decline individual and spouse health insurance coverage, the Board shall pay an amount equivalent to the School District's premium contribution into an insurance policy of her choice.

17. **Insurance Coverage and Carriers.** The Board reserves the right to change the identity of the insurance carrier, policyholder or third party administrator for any of the above coverages, provided that comparable coverage, as determined by the Board, is maintained during the term of this Contract. The Board shall not be required to remit medical benefit plan costs or premiums for any insurance coverages for Administrator and her 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. Administrator is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The Board, by remitting the medical benefit costs and premium contributions required under this Contract to provide the above-described plans and products, shall be relieved from all liability with respect to insurance benefits.

18. **Holidays.** Administrator is entitled to the following holidays for which no service to the School District is required: Independence Day; Labor Day; Thanksgiving; Christmas Eve; Christmas; weekdays between Christmas and New Year's Day; New Year's Day; Martin Luther King Day; and Memorial Day.

19. **Sick Leave.** If Administrator is absent from duty on account of personal illness or disability, she shall be allowed full pay for a total of 15 days per contract year. Unused paid leave days hereunder shall be cumulative to a maximum of 90 days for absence due to the Administrator's personal illness or disability.

20. **Refunded Board MPERS Contributions.** The Board shall pay all legally-required contributions to MPERS, based upon the Administrator's compensation. If at any time good faith contributions paid by the Board on the Administrator's behalf are refunded by MPERS or ORS, to the extent permitted by law such contributions will be provided to the Administrator through a 403(b) plan with no cash option provided.

21. **Expense Reimbursement.** Administrator shall be eligible to be reimbursed for travel, meals and lodging outside of Washtenaw County in accordance with Board-established per diem expense and reimbursement standards and procedures. Any expense to be incurred by Administrator for such travel shall be submitted in advance for review and approval by the Board. Administrator shall be required to present an itemized account of her reasonable and necessary expenses in accordance with direction of the Board or its designee.

22. **Professional and Community Organizations.** Subject to express approval by the Board, the Board shall pay fees or dues for membership in appropriate professional organizations. Subject to prior approval by the Board, the Administrator may attend appropriate professional meetings at the local, state and national levels. Administrator shall be reimbursed for any reasonable travel expenses for meetings taking place outside Washtenaw County. For those meetings requiring overnight travel, reasonable mileage, lodging and/or meal expenses shall be reimbursed.

23. **Errors and Omissions Insurance.** The Board agrees to pay the premium amount for errors and omissions insurance coverage for Administrator while engaged in the performance of a governmental function and while the Administrator is acting within the scope of her authority. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of Administrator. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions coverage. In the event that such insurance coverage cannot be purchased at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify Administrator. In that event, or if the insurance does not provide the Administrator with coverage for a work-related claim, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to Administrator as is authorized under MCL 691.1408 and MCL 380.11a (3)(d).

24. **Entire Agreement.** This Contract contains the entire agreement and understanding by and between the Board and Administrator with respect to the employment of Administrator and no prior or concurrent representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect. All prior contracts or other agreements (written or oral) pertaining to the terms of this contract are cancelled and are superseded by the terms of this contract. Provided, that this contract is voidable pursuant to the provisions of the Revised School Code pertaining to criminal records and criminal history checks.

No amendment to or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board reflected in its minutes, and signed by Administrator and the President and Secretary of the Board. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provision of this Contract at such time or at any other time.

25. **Arbitration.** If any dispute arises between the parties relating to the Administrator's employment during this Contract's terms, the parties agree to submit the dispute to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association. Arbitration under this provision shall be conducted under the terms of the Michigan Uniform Arbitration Act, MCL 691.1681 *et seq.*

The parties intend that this process of dispute resolution shall be inclusive of all contract and statutory claims advanced by Administrator arising from Administrator's discharge during the term of this Contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. However, this agreement to arbitrate does not restrict Administrator from filing a claim or charge with any state or federal agency (such as the Equal Employment Opportunity Commission or the Michigan Department of Civil Rights), and does not

apply to any claims for unemployment compensation or workers' compensation which may be brought by Administrator. Instead, this agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings.

This agreement to arbitrate means that Administrator is waiving her right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, Administrator shall have the right to representation by counsel of her choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery and the right to a fair hearing. However, Administrator, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.

The arbitrator's fees and the costs imposed by the American Arbitration Association shall be shared equally by the Board and Administrator, subject to the right of Administrator to seek to tax such fees as costs against the Board.

Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within one hundred eighty (180) days of the effective date of Administrator's discharge. The Decision and Award of the arbitrator shall be final and binding and judgment thereon may be entered in the Washtenaw County Circuit Court pursuant to applicable provisions of the Michigan Uniform Arbitration Act.

26. **Limitations Period.** Administrator agrees that any claim arising out of Administrator's employment with the Board must be filed no more than six (6) months after the date of the employment action that is the subject of the claim. Administrator understands that the statute of limitations for claims arising out of an employment action may be longer than six (6) months, but agrees to be bound by the six (6) month period of limitation set forth herein and waives any statute of limitations to the contrary. Should a court of competent jurisdiction determine that this provision allows an unreasonably short period of time to commence a law suit, it is the parties' intent that the court enforce this provision to the extent possible and declare the law suit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.

27. **Severability.** 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).

28. **Captions.** Captions are provided only for convenience, and shall not affect the interpretation of this Contract's terms.

29. **Authorization.** This Contract is executed on behalf of the Ypsilanti Community Schools pursuant to the authority granted as contained in the resolution of the Board adopted on April 8, 2019, the same being incorporated herein by reference.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

Dated: April 8, 2019

ADMINISTRATOR

Alena Zachery-Ross
Alena Zachery-Ross

Dated: 4.8, 2019

**YPSILANTI COMMUNITY SCHOOLS
BOARD OF EDUCATION**

By: [Signature]
Its: President

Dated: April 8, 2019

By: Manuela Edwards
Its: Secretary

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