

QUINCY COMMUNITY SCHOOLS
Contract of Employment
Superintendent of Schools

This Employment Contract (“Contract”) is hereby entered into by and between the Board of Education (“Board”) of **Quincy Community Schools** (“District”) and **John Denney** (“Superintendent”) pursuant to Section 1229(1) of the Revised School Code and by Board action at a meeting held on June 30, 2025, according to the following terms and conditions:

1. Term of Employment and Schedule

- 1.1 Term. The Board hereby employs Superintendent in an administrative capacity as the Superintendent of Schools pursuant to Section 1229(1) of the Revised School Code for a term of three (3) years commencing on July 1, 2025, and expiring on June 30, 2028.
- 1.2 Workdays/Hours. Superintendent is employed on the basis of fifty-two (52) weeks per Contract year (July 1 – June 30), as scheduled by Board, and generally works forty (40) hours per week but is expected to work additional hours as required for his position and as determined by the Board.

2. Professional Licensure and Qualifications

The Superintendent represents that he will obtain and maintain all certificates, credentials and qualifications required by law, including the provisions of Sections 1246 and 1536 of the Revised School Code, the regulations of the Department of Education, and those required by the Board to serve in the position assigned. Additionally, the Superintendent agrees, as a condition of his continued employment, to meet all continuing education requirements for the position assigned as may be required by the State Board of Education, and to maintain current training on the evaluation tool for administrators if evaluating administrators is an assigned function of Superintendent’s position. The Superintendent shall supply copies of all current certificates, credentials, and continuing education credits to the Board days prior to the first day of employment and supply copies of future certificates, credentials, and continuing education credits to the Board upon completion or recertification. If, at any time, the Superintendent fails to maintain all certificates, credentials, requirements and/or qualifications for the position of Superintendent or fails to satisfy any continuing education and training requirements, as required herein, this Contract shall automatically terminate and the Board shall have no further obligations hereunder.

3. Professional Responsibilities of Superintendent

The Superintendent agrees to devote his talents, skills, efforts and abilities toward competently, professionally and proficiently fulfilling all duties and responsibilities of the position. The Superintendent agrees to faithfully perform duties assigned by the Board as

may be established or amended by the Board and to comply with the directives and policies of Board. The Superintendent will administer the District's instructional, personnel, and business affairs, subject to Board direction. The Superintendent accepts the ultimate authority and direction of the Board and with respect to his responsibilities. Further, the Superintendent agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations, Board policies, and to carry out the District's educational programs during the entire term of this Contract. Further, the Superintendent agrees to devote substantially all of his business time, attention, and services to the diligent, faithful, and competent discharge of his duties on behalf of District to enhance the operation of District and agrees to use his best efforts to maintain and improve the quality of the programs and services of District. The Superintendent will not perform professional services outside his administrative duties or perform work for any other employer or entity without Board approval.

4. Nature of Employment

- 4.1 Continuing Tenure. Superintendent agrees that he shall not be deemed to be granted continuing tenure in the position of initially assigned or to which he may be assigned or transferred or in any capacity other than that of a classroom teacher, should the probationary period required for tenure as a teacher be fulfilled, by virtue of this Contract or any employment assignment (requiring certification) with the District. Nor shall the decision of Board not to continue or renew the employment of Superintendent for any subsequent period in any capacity, other than as a classroom teacher, as may be required by the Teachers' Tenure Act, be deemed a breach of this Contract or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.
- 4.2 Transfer/Reassignment. Superintendent is subject to assignment and transfer to another administrative position of employment at the discretion of the Board. Superintendent will be responsible for meeting any certification and qualifications required by the State Board of Education or applicable law for such administrative assignment or transfer. The Board may adjust the Superintendent's compensation if the Board acts to reassign or transfer the Superintendent to another administrative position. Thereafter, the Board may continue adjusting annual compensation rates consistent with the Board's approved salary schedule for the position assigned.

5. Compensation

- 5.1 Compensation Rate. In consideration of his performance of the duties and responsibilities in conformance with the Board's requirements and expectations, Superintendent shall be paid at an annual salary rate of not less than that reflected in the below salary schedule for the Superintendent position for the corresponding Contract years: July 1, 2025 – June 30, 2026; July 1, 2026 – June 30, 2027; and July 1, 2027 – June 30, 2028. The

annual salary shall be paid in twenty-six (26) biweekly installments beginning with the commencement of the Contract year (July 1 through June 30). Biweekly payment shall not begin until Superintendent begins work for the Contract year. This sum shall be prorated based upon actual time worked if Superintendent does not work the entire Contract year. The Board makes no guarantee that any compensation identified in this Contract will be recognized by the Office of Retirement Services (ORS) under the Michigan Public School Employees' Retirement System as a form of countable compensation for purposes of computing the Superintendent's retirement benefits, nor does the Board make any guarantee or assurance as to the Superintendent's eligibility for or receipt of retirement benefits.

Superintendent of Schools Salary Schedule

July 1, 2025 – June 30, 2026	\$140,000.00
July 1, 2026 – June 30, 2027	\$140,000.00
July 1, 2027 – June 30, 2028	\$140,000.00

- 5.2 Salary Adjustment. Upon separation or unpaid leave of absence of Superintendent during any Contract year, his salary shall be adjusted to reflect payment, on a per diem basis, for the number of days on which services were actually and physically rendered during the Contract year. Any amounts due to Superintendent upon separation or commencement of unpaid leave shall be remitted by Board to Superintendent as soon as such amounts can diligently be determined. Any salary amounts received by Superintendent in excess of days actually worked during the Contract year shall be deducted from Superintendent's remaining wages and Superintendent, by executing this Contract, gives his written consent for such deduction. Any wage overpayments not recoverable by Board through wage deduction shall be remitted to Board by Superintendent within three (3) business days of separation from employment. If not paid in this manner, Superintendent agrees that judgment may be entered against him in any Michigan court of competent jurisdiction for such amount(s). The Board retains the right to adjust the annual salary of the Superintendent during the term of this Contract. Any such increase will be reflected in a written amendment to this Contract and will not reduce the annual base salary below the minimal base salary, unless reassigned to another administrative position or for a decrease in salary where such reduction is part of an overall reduction in wages due to economic conditions.
- 5.3 Annuity. In addition to annual salary for services performed, Superintendent will receive compensation as a non-elective annuity contribution to an IRS 401(a), 403(b), 457 or HSA plan in the amount of Eight Thousand Dollars (\$8,000.00). This sum shall be prorated based

upon actual time worked if Superintendent does not work the full regularly scheduled work year. The Board makes no representations as to the advisability or impact of these allocations for purposes of the Superintendent's tax, retirement, or financial planning. Board provides no assurances for purposes of retirement benefits. Superintendent has been provided an opportunity to consult with legal counsel, financial advisors, retirement advisors, and others as Superintendent deemed appropriate in requesting these allocations and has not relied on any representations by Board.

6. Medical Insurance and Fringe Benefits

6.1 Insurance Programs. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third-party administrator, Board shall make premium payments on behalf of Superintendent and his eligible dependents for enrollment in the following insurance programs:

- A. *Health Insurance*: The Board will pay the premium toward medical and hospitalization insurance with cost sharing by the Superintendent consistent with the Board's adoption of premium sharing and insurance plans.
 - B. *Dental Insurance*: The Board will pay the full premium toward a dental insurance plan approved by the Board.
 - C. *Vision Insurance*: The Board will pay the full premium toward a vision insurance plan approved by the Board.
 - D. *Life Insurance*: The Board shall purchase and maintain an approved variable term life insurance policy in the amount of \$300,000.00. The Board's premium expense liability and all other obligations end upon Contract termination or retirement.
 - E. *Disability Insurance*: The Board shall pay the full premium toward a long-term disability insurance program for the Superintendent with a 90-day qualifying period and a 67% of salary payout, up to a maximum of \$8,000 per month.
 - F. *Cash-in-Lieu*: Subject to the terms and conditions of the District health insurance program, the Superintendent will receive Three Hundred and Fifty Dollars 00/100 (\$350.00), on a monthly basis, under a qualified Section 125 plan for electing not to receive District provided health insurance. Cash-in-lieu eligibility is conditioned on the Superintendent (1) voluntarily opting out in writing of District medical insurance coverage; and (2) providing documentation to the District that the Superintendent has another source of medical insurance that meets the minimum essential coverage amounts required by the Affordable Care Act.
- 6.2 Vacation. The Superintendent shall receive twenty (20) vacation days for each Contract year. Vacation days must be used in the Contract year which

they are earned, except that a maximum of twenty (20) days may be carried over from one Contract year to the next with a maximum accumulation of forty (40) days. Superintendent shall schedule vacation days in a manner to minimize interference with the orderly operation and conduct of business of the District. All scheduling of vacation is subject to the approval of the Board.

- 6.3 Sick Leave. The Superintendent will be given fifteen (15) days of paid time off (PTO) per contract year. Unused paid leave days hereunder shall be cumulative to a maximum of 120 days. For each Earned Sick Time Act (ESTA) benefit year, the first 72 hours of any paid leave may be used for any ESTA purpose. If any of those 72 hours of paid leave are used for an ESTA purpose, then ESTA applies to the use of that paid time off. The Superintendent's use of earned sick time is subject to the terms and conditions specified in ESTA and the Board's ESTA policy, as that policy may be adopted and amended from time to time.
- 6.4 Holidays. Superintendent is entitled to the following holidays for which no service to District is required: Independence Day, Friday before Labor Day, Labor Day, Thanksgiving Day, the day following Thanksgiving, Christmas Eve Day, Christmas Day, New Years Eve Day, New Years Day, Good Friday, and Memorial Day.

7. Insurance Programs and Medical Examinations

- 7.1 Premium Contributions. Superintendent agrees that Board has the right to allocate to Superintendent responsibility for a portion of the premium for the insurance coverages, as may be determined by the Board and in its discretion. This contribution shall not be less than the amount determined by Board to be necessary to comply with the Publicly Funded Health Insurance Contribution Act, 2011 PA 152. If PA 152 is repealed during the term of this Contract, the District's contribution shall remain capped at the previous PA 152 levels, with annual increases requiring the percentage increase in the premium costs up to three (3) percent per year. The Board will notify Superintendent of the insurance costs including taxes, assessments, and copayments of which he is responsible in excess of Board paid premium contributions, subject to payroll deduction.
- 7.2 Insurance Carrier. The Board reserves the right to change the identity of the insurance carrier, policyholder, or third-party administrator for any of the above coverages, as determined and maintained by Board during this Contract. The Board reserves the right to self-fund any of the above benefits. Additionally, the Board shall not be required to remit premiums for any insurance coverages for Superintendent and his 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 of third-party

administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. Superintendent is responsible for assuring completion of all forms and documents needed to receive the insurance coverage. District, by payment of the premium payments required to provide insurance coverage, shall be relieved from all liability with respect to insurance benefits.

- 7.3 Medical Examination/Release of Medical Records. Superintendent 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 request of Board, Superintendent shall authorize the release of medical information necessary to determine if Superintendent is capable of performing the essential job functions required by his assignment, with or without job accommodation. Any physical or mental examination or disclosure of such information required of Superintendent by Board shall be job related and consistent with business necessity. Any medical or psychological examination under this section shall be at Board's expense. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential. Upon return from any medical leave, Superintendent agrees to present a fitness for duty note from an appropriate medical care provider upon request.

8. Expense Reimbursement

- 8.1 Professional Growth and Dues. Subject to the express prior approval by Board, the fees or dues for membership in appropriate state and national professional organizations shall be paid by the Board. The Superintendent may attend appropriate meetings and conferences at the state level. Subject to prior approval by the Board, the Superintendent may attend appropriate conferences at the national level. Superintendent shall be reimbursed for any approved registration fees, tuition, travel, lodging and/or reasonable meal expenses for himself in relation thereto not prepaid by the Board.
- 8.2 Mileage Reimbursement. Superintendent shall be eligible to be reimbursed at the IRS rate, or another Board established rate, for mileage driven outside of the District that is required to perform official duties. Superintendent shall provide a mileage reimbursement log/form to the business office for approval.

9. Errors and Omissions Coverage

Board agrees to pay the premium amount for errors and omissions insurance coverage for Superintendent while engaged in the performance of a governmental function and while Superintendent is acting within the scope of his authority. The policy

limits for this coverage shall be at an amount determined by the Board. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of Superintendent. The sole obligation undertaken by 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 in the above amounts and/or at a reasonable premium rate, Board shall have the right to discontinue said coverage and shall so notify Superintendent. In that event, Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to Superintendent as is authorized under MCL 691.1408 and MCL 380.11a(3)(d).

10. Disability and Family and Medical Leave

10.1 Disability Leave. In the event of Superintendent's mental and/or physical inability to perform the essential functions of his job, Superintendent shall be granted an initial leave of ninety (90) workdays for purpose of recovery. Superintendent shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the ninety (90) workday period to be unpaid. Health plan premium payments shall be made on behalf of Superintendent during this interval to the extent required by law. Upon using leave under this provision, Superintendent shall furnish medical certification to the Board (or its designee) for the leave's necessity.

- A. At the expiration of the initial leave, Superintendent may request an additional ninety (90) workday unpaid leave extension due to the mental and/or physical inability to perform the essential functions of his job, provided that the Board receives a written prognosis and medical certification from Superintendent's health care provider that Superintendent will be able to perform the essential functions of his job at the end of the extended leave. The decision about the extended leave request is at the Board's sole discretion.
- B. If the Board (or designee) has reason to doubt the validity of the medical certification supplied by Superintendent, the Board may require a second opinion, at Board expense.
- C. If Superintendent is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any extension), his employment and this Contract may be terminated at the Board's option. No such termination shall occur when restoration after leave is required by the Family and Medical Leave Act.
- D. Before resumption of duty after a leave of absence for a serious health condition, Superintendent shall provide to the Board a fitness for duty certification from Superintendent's health care provider. A second opinion may be required by the Board, at its expense, unless the securing of the second opinion in this context is precluded by the Family and Medical Leave Act.

- 10.2 Family and Medical Leave. Superintendent shall be eligible for family medical leave per Board policy and the Family and Medical Leave Act (FMLA). Applicable paid leave shall be used concurrently with FMLA leave. It is calculated consistent with the Board's policy for administrative employees. Military care giving leave will be calculated on a rolling forward basis as required by law.

11. Performance Evaluation

Superintendent's performance shall be evaluated by the Board at least annually and presented to Superintendent in writing no later than December 31st in any given Contract year. The evaluation process shall comply with Revised School Code Sections 1249 and 1249b (or its successor provisions), and Board policy. Within fifteen (15) calendar days after Board action on the Superintendent's evaluation rating, the Superintendent may appeal an evaluation rating of needing support. The written appeal must be delivered to the Board President and must identify the specific reason(s) for the appeal as well as the remedy sought. No later than fifteen (15) calendar days after the Board President's receipt of the appeal, a meeting shall be scheduled for the Board to review the Superintendent's appeal. As permitted by the Open Meetings Act, the appeal review may be conducted in closed session at the Superintendent's request. The Board's decision is final and is not subject to arbitration.

12. Nonrenewal

As required by Revised School Code Section 1229, the Board shall provide notice of nonrenewal to the Superintendent at least ninety (90) days before the Contract's expiration. The Board's decision not to continue or renew Superintendent's employment for any subsequent period in any capacity (other than as a classroom teacher as may be required by the Michigan Teachers' Tenure Act) is not a breach of this Contract or a discharge or demotion under the Michigan Teachers' Tenure Act.

13. Termination and Resignation

- 13.1 Termination Standard. The Board shall be entitled to terminate Superintendent's employment at any time during the term of this Contract for acts of misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, conviction or commission of a felony or misdemeanor, if Superintendent materially breaches the terms and conditions of the Contract, or for other reasons that are not arbitrary or capricious, as determined by the Board.
- 13.2 Termination Notice. If Board acts to dismiss Superintendent during this Contract, he shall be entitled to written notice of charges and an opportunity for a hearing before the Board. Superintendent may be represented by legal counsel, at his expense, at the Board hearing. If Board acts to discharge Superintendent, this Contract shall automatically terminate and Board shall have no further obligation.

- 13.3 Resignation. Superintendent shall provide at least sixty (60) days' written notice to the Board of his intent to resign and terminate this Contract, unless the parties mutually agree to a different timeline.

14. Period of Limitations

Superintendent agrees that any claim or suit arising out of Superintendent's employment with Board must be filed no more than 180 days after the date of the employment action that is the subject of the claim or suit. Superintendent understands that the statute of limitations for claims arising out of an employment action may be longer than 180 days, but agrees to be bound by the 180 day 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 lawsuit, it is the intent of the parties that the court enforce this provision to the extent possible and declare the lawsuit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.

15. Dispute Resolution

- 15.1 Arbitration. If a dispute arises between the parties relating to discharge of Superintendent during this Contract, the parties agree to submit such 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 pursuant to the terms of the Michigan Arbitration Act, MCL 691.1681 *et seq.* and MCR 3.602. The parties intend that this dispute resolution shall be inclusive of all contract and statutory claims advanced by Superintendent arising from his discharge during 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 Superintendent 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 Superintendent. This agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings. Superintendent acknowledges he is waiving his right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, Superintendent shall have the right to representation by counsel of his choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery and the right to a fair hearing. However, Superintendent, 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 Decision and Award shall be final and binding, and judgment thereon may be entered in a state court

with competent jurisdiction.

- 15.2 Arbitrator's Fee. Notwithstanding the fact that the AAA National Rules for the Resolution of Employment Disputes may have a different arrangement for payment of the arbitrator's fees and costs, the parties expressly state their intent that the arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by Board and Superintendent. Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on Board within one hundred eighty (180) days of the effective date of Superintendent's discharge during the term of this Contract and to enforce award.

16. Entire Agreement

This Contract contains the entire agreement and understanding between the Board and Superintendent with respect to the employment of Superintendent 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 and signed by Superintendent and 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.

17. Severability

If any provision of this Contract 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 provisions; provided, however, that no such severability shall be effective if it materially changes the economic benefit of this Contract to any party.

18. Applicable Law

This Contract shall be governed by and interpreted in accordance with the laws of the State of Michigan.

19. Authorization

This Contract is executed on behalf of the Board of Education of Quincy Community Schools pursuant to the authority contained in the Board motion adopted on June 30, 2025, the same being incorporated by reference.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on the day and year noted.

SUPERINTENDENT:

John Denney, Superintendent

Date

**BOARD OF EDUCATION OF
QUINCY COMMUNITY SCHOOLS:**

Its: President

Date

Its: Secretary

Date