

## Contract of Employment

Dr. Michael Dunn  
District Superintendent

It is hereby agreed by and between the Board of Education of the Marcellus Community Schools (hereinafter "Board") and Dr. Michael Dunn (hereinafter "Superintendent") that pursuant to Section 1229 (1) of the Revised School Code, the Board in accordance with its action found in the minutes of its meeting held on the 9th of June, 2025 does employ as Superintendent commencing on the 1st day of July, 2025 and ending on the 30th day of June, 2028, according to the terms and conditions as described and set forth herein as follows:

1. Superintendent 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. Superintendent acknowledges the ultimate authority of the Board with respect to their responsibilities and directions related thereto.
2. Superintendent represents that they possess, hold and will maintain all certificates, credentials and qualifications required by law, including the position assigned. Additionally, the Superintendent agrees, as a condition of continued employment, to meet all continuing education requirements for the position assigned, as are and may be required by law and/or by the State Board of Education. If at any time the Superintendent fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, the Board shall have the right to terminate the Contract and its obligations hereunder.
3. Superintendent agrees to devote their talents, skills, and efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the positions assigned. The Superintendent agrees to faithfully perform those duties assigned by the board and to comply with the directives of the Board with respect thereto. Further, the Superintendent 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 educational programs and policies of the School District during the entire term of this Contract. The Superintendent agrees to devote substantially all of their business time, attention and services to the diligent, faithful and competent discharge of their duties on behalf of the School District to enhance the operation of the School District and agrees to use their best efforts to maintain and improve the quality of the programs and services of the School District.
4. Superintendent shall be paid an annual (twelve month) salary rate of not less than \$120,000 in consideration of their performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board as indicated in the salary table below. *[note: increases on base*

*contingent upon an evaluation rating of Effective or better]*

Year 1 (2025-26)	Base	\$120,000
Year 2	2% increase	\$122,400
Year 3	2% increase	\$124,848
Year 4	2% increase	\$127,345
Year 5	2% increase	\$129,892

Superintendent shall receive 8% of salary annually in a Board paid annuity.

The annual salary increase for the position shall be determined by the Superintendent salary schedule as approved by the Board.

However, the Board hereby retains the right to increase the annual salary of Superintendent during the term of this Contract. Any increase in salary made during the term of this Contract shall be in the form of a written amendment and when executed by Superintendent and the Board, shall become part of their Contract.

5. Superintendent shall be granted vacation time of twenty (20) days per fiscal year. For each subsequent year that the Superintendent receives an evaluation rating of Effective or better, an additional one (1) day will be added to a maximum of twenty five (25) days. The Superintendent shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District.
6. The Superintendent's performance shall be evaluated by the Board annually, not later than December 31. The Board shall evaluate the Superintendent annually or biennially in alignment with MCL 380.1249b(lj) using the School Advance tool. If the Superintendent receives an effective evaluation for three years in a row, they may receive a biennial evaluation in alignment with state law.
7. The Superintendent shall be evaluated in accordance with the Revised School Code, Act 451 of 1976, as amended. The Superintendent may appeal the evaluation process and rating received to the Board. The appeal must be submitted in writing to the Board President within 30 calendar days after the Superintendent is informed of the rating. Within 15 days after the appeal is submitted, the Board shall provide the Superintendent with written notice that a hearing shall be scheduled, in closed or open session at the election of the Superintendent, to consider the appeal and for the Superintendent to present witnesses, information, and evidence. The hearing shall be scheduled for a date mutually acceptable to the Board and Superintendent within 45

days after the appeal is submitted, unless extended by mutual agreement. The Superintendent may be represented by counsel at the hearing at their own expense. If the hearing does not resolve the matter, the Superintendent may request binding arbitration by filing a demand for arbitration with the American Arbitration Association within 30 calendar days after the hearing, or within 45 days after the appeal if no hearing is held. The arbitration is subject to the Michigan Uniform Arbitration Act, MCL 691.1681, et seq., as amended. The arbitrator shall have authority to issue an appropriate remedy, and the decision of the arbitrator shall be enforceable by any court of competent jurisdiction.

8. The Board shall be entitled to terminate the Superintendent's employment at any time during the term of this Contract if it determines that the Superintendent has engaged in acts of moral turpitude, if Superintendent materially breaches the terms and conditions of this Contract or if Superintendent engages in acts or omissions which constitute just cause for discharge.

The foregoing standards for termination of their Contract during its term shall not be applicable to non-renewal of their Contract at the expiration of its term, which decision is discretionary with the Board.

In the event that the Board undertakes to dismiss Superintendent during the term of their Contract, they 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 their Contract, their Contract shall automatically terminate. If the Superintendent is terminated for a reason unrelated to gross misconduct on their part, the district shall pay their salary for an additional 16 weeks after their termination date as severance. This provision does not apply if the Superintendent resigns. The Superintendent is also eligible to receive payment for accrued sick days, up to 185 days total, at a rate of \$100 per accrued day. The Board shall have no further obligation hereunder.

9. In the event of the Superintendent's mental and/or physical incapacity to perform the duties of their office, they shall be granted an initial leave of ninety (90) workdays for the purpose of recovery. The Superintendent shall first exhaust any accumulated 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 the Superintendent during their interval to the extent required by law. Upon utilizing leave under their provision, Superintendent 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 Superintendent, it may require a second opinion, at Board expense.

Superintendent may request a ninety (90) workday unpaid leave extension in the event of their physical and/or mental inability to return to work at the expiration of the initial

leave interval, as described above, provided that there is a verified prognosis that Superintendent will be able to resume their duties at the conclusion of the extended leave interval. Medical certification shall be supplied by the Superintendent as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

If the Superintendent is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), their 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 Medical Leave Act.

Prior to resumption of duty after an unpaid 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 Medical Leave Act.

10. 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 Superintendent providing insurance programs specified under this Contract. Additionally, upon request of the Board, Superintendent shall authorize this release of medical information necessary to determine if Superintendent can perform the essential job functions required by their assignment, with or without reasonable job accommodation(s). Any physical or mental examination or disclosure of such information required of the Superintendent by the Board shall be job related and consistent with business necessity. Any medical or psychological examination under their section shall be at Board expense. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.
11. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third-party Superintendent, the Board shall make premium payments on behalf of Superintendent and their eligible dependents for the following insurance programs:
  - a. Term life insurance \$200,000.00
  - b. Long Term Disability insurance-Policy will cover not less than 80% of the annual salary provided pursuant to paragraph 4 of this Contract.
  - c. Insurance benefits include: MESSA Choices Plan or MESSA ABC Plan. The employee shall pay any amount above the State mandated cap for health coverage.

- d. Delta Dental CO3 (90/90/90) \$1,000, \$50,000 life insurance and VSP3 or comparable coverage.
  - e. If the Superintendent chooses only the B Pak and not the medical insurance coverage, they shall annually receive an annuity or cash in lieu in the amount of the PA 152 2-person limit, which may be added to salary.
12. The Board reserves the right to change the identity of the insurance carrier, policyholder, or third-party Superintendent for any of the above coverage, provided that comparable coverage, as determined by the Board, is maintained during the term of this Agreement. The Board shall not be required to remit premiums for any insurance coverage for underwriter, policyholder or third-party Superintendent. The terms of any contract or policy issued by any insurance company or third-party Superintendent shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. The Superintendent is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The Board, by remitting the premium payments required to provide the above-described insurance coverage(s), shall be relieved from all liability with respect to insurance benefits.
13. Superintendent is entitled to the following holidays for which no service to the School District is required: Labor Day, Thanksgiving (3 days), Christmas Break, Spring Break, Memorial Day, Independence Day, and Good Friday (when school isn't in session).
14. If the Superintendent is absent from duty on account of personal illness or disability, they shall be allowed full pay for a total of fourteen (14) days per contract year. Unused paid leave days hereunder shall be cumulative to a maximum of one hundred eighty-five (185) days for absence due to personal illness or disability of Superintendent. Upon retirement the Superintendent shall be compensated for unused leave days the rate of \$100 per day. Board and Superintendent may mutually agree upon additional leave of absence for family emergencies or other reasons not provided for in the Contract.
15. Subject to express approval by the Board, the fees or dues for membership in two (2) appropriate professional organizations shall be paid by the Board. Subject to prior approval by the Board, Superintendent may attend appropriate professional meetings at the local, state, and national levels and shall be reimbursed for any registration fees, tuition, travel, lodging and/or reasonable meal expenses for themselves in relation thereto not prepaid by the Board.
16. The Board shall reimburse the Superintendent for tuition expenses related to educational course work with Board approval required prior to course registration.

17. This Contract shall be extended for an additional year pursuant to Section 1229 of the Revised School Code unless Superintendent is provided with notice of nonrenewal at least ninety (90) days prior to the expiration date of this Contract, or the expiration date of any extension of this Contract. On or before March 31<sup>st</sup> of each year covered by the Contract, the Board shall consider whether this Contract should be extended for an additional year. The Superintendent shall remind the Board of this obligation on or before February 1<sup>st</sup> of each year covered by this Contract.
18. This Contract contains the entire agreement and understanding by and between the Board and Superintendent with respect to the employment of Superintendent and no representations, promises, contracts or understanding, written or oral, not contained herein, shall be of any force or effect. All prior agreements pertaining to, connected with, or arising in any manner out of the employment of Superintendent by the Board, are hereby terminated and shall hereafter be of no force or affect whatsoever. Provided that this contract is voidable pursuant to the provisions of the Revised School Code pertaining to criminal records check.

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 Superintendent and the President and Secretary of the Board. No valid waiver of any provision of this Contract, as any time, shall be deemed a waiver of any other provision of this Contract at such time or at any other time.

19. In the event of any dispute between the parties relating to discharge of Superintendent during the term of this Contract, the parties hereby 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 or and administered by the American Arbitration Association. Arbitration under his provision shall be conducted pursuant to the terms of the Michigan Arbitration Act, MCLA 600.5001 et seq and MICR 3.602.

The parties intend that this process of dispute resolution shall be inclusive of all contract and statutory claims advanced by Superintendent arising from Superintendent'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 Superintendent from filing a claim of 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. 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 the Superintendent is waiving their right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims.

In any such arbitration proceeding, the Superintendent shall have the right to representation by counsel of their choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery and the right to a fair hearing. However, the 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 fee and the cost imposed by the American Arbitration Association shall be shared equally by the Board and Superintendent, subject to the right of the Superintendent 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 Superintendent's discharge during the term of this Contract. The Decision and Award of the arbitrator shall be final, and binding and judgment thereon may be entered in the Circuit Court for the 43' Judicial Circuit of Michigan (Cass County).

20. 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).
21. Superintendent agrees that any claim or suit arising out of Superintendent'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 or suit. Superintendent 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 lawsuit, It is the intent of the parties 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.

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

  
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President, Board of Education

  
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Superintendent, Dr. Michael Dunn

6-9-25  
\_\_\_\_\_  
Date

6-9-25  
\_\_\_\_\_  
Date

