

CONTRACT OF EMPLOYMENT
PEWAMO-WESTPHALIA COMMUNITY SCHOOLS
SUPERINTENDENT OF SCHOOLS

THIS CONTRACT IS MADE AND ENTERED INTO the 1st day of July 2025 between the Board of Education of the Pewamo-Westphalia School District, hereinafter referred to as the "Board of Education," and Ms. Jennifer Goodman, as Superintendent, hereinafter referred to as the "Administrator".

1. **TERM.** This contract shall take effect on the 1st day of July 2025 and continue in force thereafter through the 30th day of June 2030, subject to extension and termination as provided in Paragraphs 4 and 10.
2. **DUTIES.** The Administrator represents that she meets all Michigan and the State Board of Education requirements and holds all certificates necessary for employment by the Board of Education in this administrative position. The Administrator agrees to perform the duties of Superintendent, as directed by the Board of Education, in a competent and professional manner in compliance with the laws applicable to the school district and the policies and regulations adopted by the Board of Education. The position of Superintendent is a full-time, full-year position.
3. **EVALUATION.** The Board of Education shall evaluate the Superintendent annually or biennially in November in alignment with MCL 380.1249b(lj) using the MASB evaluation tool. If the Superintendent receives a highly effective or effective evaluation for three years in a row, they may receive a biennial evaluation in alignment with state law.

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 of Education. 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 of Education 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 be selected through the procedures of the American Arbitration Association, Employment Arbitration Rules. The arbitrator shall have the authority to issue any appropriate remedy, and the decision of the arbitrator shall be enforceable by any court of competent jurisdiction.

4. **EXTENSION.** This contract may be extended by option of the Board of Education or by operation of law as follows:
 - A. No later than the 30th day of June of each subsequent year during this term of this contract, the Board may extend the contract for an additional one-year period. The board shall authorize this extension by amending

and executing Attachment A. The Board of Education in its sole discretion and with or without cause may decline to extend this contract for an additional year.

- A. **Operation of Law.** Unless the Board of Education gives written notice of non-renewal of this contract to the Administrator at least 90 days before the contract's termination date, this contract will, without further actions, be automatically renewed for an additional one-year period as provided by Public Act 183 of 1979.

5. **TENURE EXCLUSION.** This contract does not confer tenure upon the Administrator in the position of Superintendent or any other administrative position in the district.
6. **COMPENSATION.** The Board of Education shall pay a salary to the Administrator in equal installments over the course of regularly scheduled payroll dates throughout each fiscal year of employment. The annual amount of compensation will be according to the appropriate board-approved superintendent salary scale. The Board of Education retains the right to assign salary step placement prior to the beginning of each year, but placement shall not be at a step lower than the current salary step placement. In the absence of Board action, the Administrator will advance one step on July 1 of each year of employment. The Board of Education retains the right to adjust the salary during the continuation of this contract, but an adjustment shall not reduce the annual salary below the figures specified in this paragraph.
- 6.1 **MERIT PAY.** At the Board's sole discretion, the Superintendent may be eligible for a merit bonus in an amount of 1-3 % of administrator's base salary should she receive a rating of "Developing" or "Effective" from the Board in her annual performance evaluation. The merit bonus shall be included in the first payroll of December or as soon thereafter as reasonably possible and shall be "off record", that is, it shall not be included in the Superintendent's base salary for the purpose of calculating any annual salary increases.
- 6.2 **ANNUITY.** The Board of Education shall annually provide \$5,000 towards a Board Sponsored Annuity on behalf of the Administrator. Payment towards this Annuity will align with regularly scheduled pay periods.
- 6.3 **STIPEND** The Board may provide a stipend in recognition of the successful completion of Board goals, as outlined on Attachment A. The stipend shall be included in the second payroll of June or as soon thereafter as reasonably possible and shall be "off record", that is, it shall not be included in the Superintendent's base salary for the purpose of calculating any annual salary increases.
7. **TRANSPORTATION.** The Board of Education shall reimburse the Administrator at a rate equal to the rate identified in the Teachers' contract for use of her automobile in conducting business in accordance with the position of Superintendent of Schools. There will be no mileage reimbursement for travel between the Superintendent's home and her office.
8. **BENEFITS.** During the term of this contract the Administrator shall receive benefits, such as disability leave and retirement benefits subject to the following limitations: first, this paragraph excludes any compensation of benefit specifically set forth elsewhere in this contract; and second, such benefits are subject to change at any time on the basis as changed for full time, professional administrative staff. All benefits are subject to enrollment rules, regulations, and contractual provisions, including eligibility of the benefit plan provided by the district, including selection by the Board of alternative carriers.

The Administrator is entitled to the following specific benefits:

- A. Cafeteria Plan which includes Full Family Health, Full Family Dental, Full Family Vision Insurance, Long Term Disability Insurance, and Group Term Life Insurance with a policy equal to \$300,000.00. The health co-pays and health premium cost-shares will be consistent with those in the teachers' bargaining unit, and also comply with prevailing legislated limits. The Cafeteria Plan provides for cash in lieu of insurance in the same amount defined in the administrator's contract.
- B. On the Administrator's first day and the beginning of each subsequent contract year, 12 days will be added to the Administrator's sick leave bank. Sick leave may be used for reasons as stated in the teachers' contract. Unused sick leave days may be carried over from year to year, with a sick leave bank maximum of 120 days. The Administrator will be paid for any sick days accumulated above the 120 days at the rate of \$50.00 per day. After ten years of service to the Pewamo-Westphalia School District, the Administrator will be compensated at the rate of \$50.00 for each accumulated unused sick day upon termination of their services.
- C. The Administrator is afforded 20 vacation days annually, with leave days awarded on July 1 of each contract year. Unused vacation days may be carried over until July 31 of the subsequent contract year. On the first pay period in August of each year, accrued vacation days in the Administrator's leave bank in excess of twenty days will be deducted from the bank and paid per daily diem. If for any reason employment with the district is terminated during the contract year, leave will be prorated according to the length of employment during the contract year. Any vacation in excess of ten successive days must be approved in advance by the Board president.
- D. The Administrator is afforded paid holidays according to Appendix C of the Support Staff contract for Custodial/Maintenance/Grounds/Mechanic employees. The Administrator may use accrued vacation to extend paid holidays, such as during Christmas.
- E. District agrees to assume the cost of National and State Association dues incurred by the Administrator. The Administrator shall attend appropriate professional meetings at the local, state, or national levels, the reasonable, necessary, and receipted expenses of which attendance is to be incurred by the district. Attendance at national meetings and overnight conferences, as well as an initial membership in an organization, requires prior Board of Education approval. The Michigan Association of School Administrators Association/National Association conferences are approved for attendance.

9. SPECIAL PROVISIONS:

- A. The Board of Education agrees that it shall defend, hold harmless and indemnify the Administrator from any and all demands, claims, suits, actions and legal proceedings brought against the Administrator in her individual capacity, or in her official capacity as agent and employee of the District, provided the incident arose while the Administrator was acting within the scope of this employment and excluding criminal litigations. This provision shall not apply to any legal actions or controversies between the Administrator and the Board of Education.
- B. The Board of Education shall provide public liability insurance for the Administrator to cover legal expenses in defense of claims, any payment of judgments resulting from his functioning as Superintendent, providing her conduct is consistent with the proper performance of his duties, and will reimburse her for any portion of such expense and judgments not covered by insurance. In no case will individual Board members be considered personally liable for indemnifying the Administrator against such demands, claims, suits, actions, and legal proceedings.

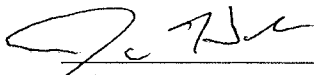
10. TERMINATION PROVISIONS. The decision whether or not to renew or extend this contract is solely within the discretion of the Board of Education. The Superintendent acknowledges that they have no expectation of employment beyond the expiration date established in this contract. However, in the event the Board of Education shall decide not to renew the Superintendent contract it should be for "good and just cause reasons"

but not for "not arbitrary and capricious reasons." No discharge shall be effective until written charges have been served upon her, and she shall have an opportunity for a fair hearing before the Board after ten (10) days' notice in writing. Said hearing shall be public or private at the option of the Administrator. At such hearing, she may have legal counsel at her own expense.

In Witness Whereof, the parties have duly executed this Superintendent's Employment Contract as of the day and year written in the opening paragraph.

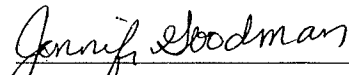
FOR THE BOARD OF EDUCATION

BY THE ADMINISTRATOR



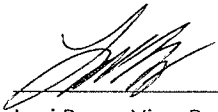
Jason Hafner, President

Date Signed: 6/23/2025



Jennifer Goodman

Date Signed: 5/23/25



Lori Pung, Vice-President

Date Signed: June 23, 2025

CONTRACT OF EMPLOYMENT ADDENDUM/EXTENSION
PEWAMO-WESTPHALIA COMMUNITY SCHOOLS
Attachment A

The Pewamo-Westphalia School Board hereby authorizes this addendum/extension of the employment contract with Ms. Jennifer Goodman as its Superintendent per the terms of the Contract of Employment.

Contract Term:

The contract of employment with the Superintendent shall remain in effect until June 30, 2030.

Compensation:

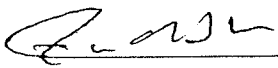
The Superintendent shall receive annual compensation according to Section 6 of the employment contract in the amount of \$130,000 for the period from July 1, 2025 to June 30, 2025.

Goal:

1. *Board Goal: The Board encourages the Superintendent to achieve a goal or set of goals as established annually by the board. Upon successful completion of this Board goal or goals, as determined by the Board, a one-time payment of \$2,000.00 will be provided as a stipend payment. This amount is in addition to compensation identified in Section 6, and is in addition to the Board Sponsored Annuity identified in Section 6.2. The maximum annual payment under the terms of this section is \$2,000.00.*
2. 2025-26 Board Goal: TBD


In Witness Whereof, the parties have duly executed this addendum/extension of the Superintendent's Employment Contract.

FOR THE BOARD OF EDUCATION

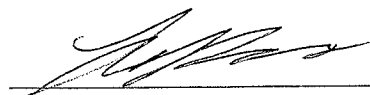


Jason Hafner, President
Date Signed: 6/23/2025

BY THE ADMINISTRATOR



Jennifer Goodman
Date Signed: 5/23/25



Lori Pung, Vice-President
Date Signed: June 23, 2025