

EMPLOYMENT CONTRACT

Between

MARK PALMER

And

ST JOHNS PUBLIC SCHOOLS

COUNTY OF CLINTON: STATE of MICHIGAN

This Employment Contract which is effective as of the 1st day of July, 2018, is hereby entered into by and between the Board of Education, (hereinafter referred to as "the Board") ST JOHNS PUBLIC SCHOOLS, Clinton County, Michigan, a school district under the laws of the state of Michigan, (hereinafter referred to as "the District") and MARK PALMER, (hereinafter referred to as "the Superintendent").

1. Term of Employment

1.1 Term. The District hereby employs Mark Palmer as its Superintendent of Schools under the provisions of Section 1229 of the Michigan Revised School Code for a term of three (3) years commencing on July 1, 2018, and expiring on June 30, 2021. The Board specifically reserves the right to not renew this Contract or any extension of the Contract regardless of cause or reason. Pursuant to Section 1229 of the Revised School Code, if the Board of Education intends to let the Superintendent's Contract expire, it must provide the Superintendent with written notification of the Board's decision not to renew the Contract at least ninety (90) days before the Contract's expiration date. The Superintendent shall furnish the Board of Education President with a written reminder of the Contract expiration date no later than October 15 of the last year of this Contract.

1.2 Notice. The Board, no later than the 31st day of December of each year during the term of this Contract, may extend the Contract for an additional 1-year period. The Board at-will and within its sole discretion may decline to extend this Contract for an additional year. If the Board does not officially extend this Contract, the Contract will expire on the expiration date specified above.

1.3 Non-Renewal. If the Contract is not extended, the parties will adhere to the non-renewal procedure set forth in Section 1229(1) in the final year of this Contract.

1.4 Notice of Resignation. Superintendent agrees to provide notice of at least sixty (60) calendar days if he decides to resign from employment during the term of this Agreement.

2. Qualifications

2.1 Professional Licensure and Endorsement. 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. 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 requirements, as required herein, this Contract shall automatically terminate and the Board

shall have no further obligations hereunder. The Superintendent shall supply copies of all current certificates, credentials, and continuing education credits to the Board at least 30 days prior to the first day of employment. The Superintendent shall supply copies of future certificates, credentials, and continuing education credits to the Board within 30 days of completion.

3. Professional Responsibilities of the Superintendent

3.1 Duties. The duties and responsibilities of Superintendent shall be all those duties incident to the office of Superintendent as set forth in the job description, Board Policy, and Administrative Guidelines, if any; those obligations imposed by state and federal law; and, in addition, to serve as the executive officer of the Board and to perform such other duties as from time to time may be assigned to the Superintendent by the Board in its corporate capacity consistent with the position of chief executive officer of the District. The Superintendent agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. The Superintendent acknowledges the ultimate authority of the Board as to his duties and agrees to faithfully perform these duties and to diligently implement the Board's policies. 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, rules 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 pledges to use his best efforts to maintain and improve the quality of the operation of the School District and constantly promote efficiency in all areas of his responsibility.

3.2 Planning. The Superintendent shall formulate and recommend to the Board long term, strategic plans for the District. The Superintendent shall then be responsible for implementation of the plan approved by the Board consistent with Board policy.

3.3 Supervision. The Superintendent shall be primarily responsible for the evaluations of the administrative staff and shall evaluate the administrative staff in writing at least annually.

The Superintendent may organize or reorganize the administrative and supervisory staff, including instruction and business affairs in accordance with Board policy, subject to approval by the Board. The selection, placement, and transfer of all personnel shall be the responsibility of the Superintendent, subject to approval by the Board.

The Superintendent shall keep the Board promptly informed as to important issues which may arise.

Further, the parties recognize that community relations are an important part of the Superintendent's responsibilities and duties. Thus, the Superintendent shall be active in community. The Superintendent shall belong to at least one service organization in the community and dues for one organization will be paid by the District.

4. Activities

4.1 Conflict of Interest. The Superintendent shall faithfully serve the School District and be regardful of its interests during the term of this Contract, to the extent required by this Contract and by law. The Superintendent shall not engage in any conflict of interest prohibited by state or federal law. In the event that a question reasonably arises as to whether a given interest is a conflict under this Section 4.1, the Superintendent shall make full disclosure of the same to the Board for its review and disposition, which disposition shall be controlling and complied with by the Superintendent. Failure to adhere to this requirement shall provide a basis for termination of employment.

4.2 Relationship to Board. The Board President shall promptly refer all criticisms, complaints and suggestions, brought to the Board's attention, to the Superintendent for study and recommendation unless the Board President determines that the welfare of the District, its students or its staff requires action inconsistent with this provision. The Superintendent shall have the obligation, unless excused, to attend all Board meetings, serve as an ex-officio member of all Board committees, and provide administrative recommendations on each item of business considered by each of these groups. The Board shall have the option to meet without the Superintendent present for the purpose of discussion of the Superintendent's contract. It shall inform him of the nature of the discussion, and he shall be given an opportunity to respond to any criticism received or discussed in these sessions.

4.3 Outside Activities. With prior approval of the Board (or ratification by the Board when such prior approval is not feasible), which approval shall not be unreasonably withheld, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations. Such activities may not impinge, in any manner, on the time and effort required to be exerted by the Superintendent in the discharge of his responsibilities under this Contract. The limitations imposed upon the Superintendent, as above expressed, are not intended to apply as a limitation on time spent for vacation purposes.

5. Nature of Employment

5.1 Tenure. It is mutually understood and agreed that this employment does not confer tenure upon the Superintendent in the position of Superintendent or in any other administrative position with the District.

6. Compensation

6.1 Salary. In consideration of his performance of his duties and responsibilities in conformance with the requirements and expectations of the Board, the Superintendent shall be paid an annual (12 months) salary rate in twenty-four (24) equal installments beginning with the commencement of the fiscal year as follows:

Effective July 1, 2018, the Board agrees to pay the Superintendent an annual base salary of \$127,000.00 for each year of this contract beginning July 1, 2018, and continuing for each subsequent year during the term of this contract. Upon the awarding of an evaluation rating of "Effective" or "Highly Effective" the annual salary shall be increased to \$130,200.00. Upon the awarding of a second evaluation rating of "Effective" or "Highly

Effective” the annual salary shall be increased to \$133,500.00. Pay increases take effect the following July 1st.

The Board retains the right to adjust the annual salary of the Superintendent during the term of this Contract. Any such salary adjustment may not reduce the annual salary below the initial annual salary prescribed above of \$127,000.00. Any adjustments in salary made during the term of this Contract shall be in the form of a written amendment and when executed by the Superintendent and Board, shall become part of this Contract.

6.2 Tax-Sheltered Annuity. For each year of the term of this Contract the District agrees to contribute \$2,500 toward a district approved tax-sheltered annuity selected by the Superintendent.

6.3 Enrollment Incentive. The Superintendent shall receive an off schedule bonus of \$1,500.00 for each year the district’s enrollment increases a minimum of 1% over the previous year. The district’s audited fall enrollment count shall be used when determining eligibility for this payment.

Consistent with Section 1250 of the Revised School Code, the Administrator’s job performance and job accomplishments will be a significant factor in determining any adjustment to Administrator’s compensation. Any increase in salary made during the term of this contract shall be in the form of a written amendment and when executed by Administrator and the Board, shall become part of the contract.

7. Fringe Benefits

In addition to the salary indicated in this Contract, the Superintendent shall be entitled to the following fringe benefits:

7.1 Health, Dental, Vision, and Long-Term Disability Insurance. The Superintendent shall be provided health, dental, and vision insurance coverage under the policies carried or sponsored by the District. Long-term disability insurance shall also be carried by the District in support of the Superintendent. The policy provided to the Superintendent will be the same provided to other administrators. The Superintendent shall be subject to the same co-pays and deductibles as the other administrators.

Consistent with the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq., the Board is limited to the amount which it may pay for the above-referenced insurance programs. The Board will notify the Superintendent of the amount for which he is responsible in excess of the Board-paid benefit plan cost contributions. The Superintendent agrees that the amount of benefit plan cost contributions designated by the Board as the Superintendent’s responsibility shall be payroll-deducted from the Superintendent’s compensation.

7.2 Term Life Insurance. The Board will pay the premium for Term Life Insurance for the Superintendent in the amount of \$225,000 if the Superintendent is insurable at the standard rate provided by the carrier through which other administrators are receiving Term Life Insurance provided by the Board.

7.3 Insurance Contracts. The Board reserves the right to change the identity of any insurance carrier, policyholder or third party administrator for any of the above coverages,

provided that reasonably comparable coverage, as determined by the Board, in its discretion, is maintained during the term of this Agreement. The Board, however, shall not be required to remit premiums for any insurance coverage for the Superintendent and his eligible dependents if enrollment or coverage is denied by the insurance carrier, policyholder or third-party administrator. The terms and conditions of any insurance policy or contract(s) shall be controlling as to all matters, e.g., concerning benefits, eligibility coverage, termination of coverage and other related matters. The Board, by payment of the premium payments required to provide the above-described insurance coverage, shall be relieved from all liability with respect to insurance benefits.

7.4 Vacation. The Superintendent is employed on the basis of fifty-two (52) weeks of work per fiscal year (July 1 through June 30) as scheduled by the Board. The Superintendent shall be granted vacation time of twenty-five (25) business days per fiscal year. The Superintendent may, at his request, be paid on a per diem basis for up to a maximum of ten (10) unused vacation days per year. The Superintendent shall be allowed to carryover up to five (5) unused vacation days with permission of the Board President.

7.5 Scheduling. All scheduling of vacation is subject to the approval of the Board. The Superintendent shall inform the Board President in advance of any time the Superintendent is scheduled to be on vacation or otherwise absent from the School District or when the Superintendent anticipates being absent from a meeting of the Board of Education. The Superintendent shall schedule all vacation days in a manner that minimizes interference with the orderly operation and conduct of business of the School District.

7.6 Holidays. The Superintendent is entitled to the following holidays for which no service to the District is required: New Year's Eve, New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving and the Friday following Thanksgiving, Christmas Eve and Christmas Day.

7.7 Leave Days. The Superintendent shall be granted sixteen (16) leave days per fiscal year, including the first year, which may accrue on an annual basis and be carried over from year to year and which may accumulate up to ninety (90) days. These days may be used for sick days or for personal business. These days are subject to the same conditions as specified for the other administrators. The Superintendent shall, upon request of the Board President, provide a statement from the Superintendent's physician should a concern exist that sick leave days are not being properly utilized.

- a. The Superintendent is entitled to maintain leave days accumulated from his prior employment with the District that exceeds ninety (90) days. The Superintendent's leave days will be capped at the number of leave days he has accumulated with the District as of July 1, 2018.
- b. If the Superintendent meets the eligibility requirements for retirement set forth by the Michigan Public School Employee Retirement System, the Superintendent is entitled to the following severance benefit:

If the Superintendent provides notice to the Board by April 1 that he intends to retire at the conclusion of that school year, he shall be paid for accumulated leave days in the amounts set forth in the Collective Bargaining Agreement between the St. John's Education Association and the St. John's Public Schools Board of Education in effect on the date that the Superintendent provides notice of retirement to the Board.

7.8 Bereavement. Three (3) days of bereavement leave per year will be granted. Bereavement leave shall be non-cumulative and may be used in the death of an immediate family member. Immediate family is to include spouse, child(ren), mother, father, brothers and sisters, grandparents, grandchildren, step parents, step child(ren) and step grandparents of the employee and the employee's spouse. With the death of a parent, spouse or child of an employee, additional leave days may be used. These additional leave days will be chargeable against the Superintendent's accumulated leave time.

7.9 Professional Memberships and Activities. The Superintendent shall attend appropriate professional meetings and may participate in appropriate professional activities at the local and state levels. The Superintendent may attend one (1) professional conference per year at the national level as he and the Board determine appropriate. The Superintendent shall be reimbursed for his actual reasonable and necessary receipted out-of-pocket expenses incurred on behalf of the Board. This is to include professional reading and subscriptions not to exceed \$500. The Board will pay the annual membership dues of the Superintendent for one (1) state and one (1) national professional education organization; and the annual membership dues to other organizations and associations as approved by the Board.

7.10 Professional Development. During the period July 1, 2018 through June 30, 2019, the Board will reimburse the Superintendent's cost for professional development up to \$2,000. Each subsequent year, the Board will reimburse up to \$450 for college tuition or other professional development. Additional reimbursement may be provided by the Board. This additional funding will be determined during the Superintendent's evaluation and mutually he and the Board will determine the professional development needed and include the tuition cost in the budget.

7.11 Vehicle Expense. The Board shall provide the Superintendent with Three Hundred (\$300) dollars per month allotment that will cover the cost of automobile expenses in the performance of his official duties during his employment under this Contract. This sum shall be subject to payment by the Superintendent of all state and federal income taxes as may be appropriate. The Superintendent understands that he will not be reimbursed on a per mile basis for travel within Clinton and Ingham Counties. The Superintendent will be reimbursed for his automobile travel done in the performance of his official duties on a per mile bases for travel outside of Clinton and Ingham Counties at the then existing Internal Revenue Service rate subject to the requirements stated in Paragraph 8.

8. Expense Reimbursement

The Superintendent shall be eligible to be reimbursed for travel, meals, and lodging in accordance with per diem expense and reimbursement procedures established by the Board. Any expense to be incurred by the Superintendent for out-of-District travel shall be submitted in advance for review and approval by the Board. The Superintendent shall be required to present an itemized account of his reasonable and necessary expenses in accordance with direction of the Board or its designee.

9. Evaluation

9.1 Annual Review. The Board shall evaluate and assess in writing the performance of the Superintendent annually, not later than December 31, using multiple rating categories that take into account data on student growth as required by Section 1249 and 1249b of the Revised School Code (or a successor provision). The goals and objectives with

performance standards adopted by the Board, and consistent with Section 1249 and 1249b, shall be communicated in advance to the Superintendent.

9.2 Evaluation Meeting. At the conclusion of each evaluation, the Board and the Superintendent shall meet in closed executive session for the purpose of mutual evaluation of the performance of the Board and the Superintendent.

9.3 Recommendations and Response. In the event the Board determines that the performance of the Superintendent is ineffective in any respect, the Board shall describe in writing, in reasonable detail, specific instances of ineffective performance. The evaluation shall include recommendations as to areas where the Board deems performance to be ineffective and an action plan addressing such areas. The Superintendent shall have the right to make a written response to the evaluation, which shall be attached to the Board's written evaluation.

9.4 No Prerequisite. The parties agree that the evaluation process established by this Contract shall not be construed to be a prerequisite to or a condition of dismissal or termination except as otherwise provided herein.

10. Suspension

10.1 Suspension of Superintendent. Subject to the provisions of this section, the Board may, at any time, suspend the Superintendent with pay and benefits and without prejudice for such purposes and period of time as the Board deems to be in the best interest of the District. Before any such suspension, the Superintendent shall be notified in writing by the Board President, of the proposed reasons for the suspension and shall be given opportunity to meet with the Board to respond to those reasons and any evidence in support of those reasons prior to the suspension. This section shall not preclude the Board from imposing a suspension without pay, not to exceed three (3) days, as a disciplinary consequence if the Board determines that a suspension without pay is warranted. In the event that the Board undertakes to suspend the Superintendent without pay, he shall be entitled to prior written notice of charges and an opportunity for a hearing before the Board that satisfies the requirements of due process.

11. Termination

11.1 Discharge for Cause. The Board shall be entitled to terminate the Superintendent's Contract at any time during the term of this Contract for good cause, which includes, but is not limited to, a material breach of the terms and conditions of this Contract. In the event that the Board undertakes to dismiss the Superintendent during the term of this Contract, he shall be entitled to written notice of charges and an opportunity for a hearing before the Board. The Superintendent shall be provided with at least ten (10) days prior notice of a Board hearing. The Board hearing may be in closed or open session consistent with relevant law. The Superintendent may have legal counsel at his own expense.

11.2 Disability. In the event of the Superintendent's mental and/or physical incapacity to perform the duties of his office, he shall be granted an initial leave of ninety (90) work days in any 365 consecutive day period for purpose of recovery. The Superintendent shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the leave to be unpaid. Health plan premium payments shall be made on behalf of the Superintendent during this interval to the extent required by law. Upon utilizing leave

under this provision, the Superintendent shall furnish medical certification to the Board respecting the necessity for the leave.

If the Board (or designee) has reason to doubt the validity of the Medical certification supplied by the Superintendent, it may require a second opinion, at Board expense.

If it is immediately determinable that such disability is permanent, irreparable, or of such nature as to make the continued performance of the Superintendent's duties improbable, the Board, at its option, may forthwith terminate this Contract, whereupon the respective rights, duties, and obligations of the parties shall thereby terminate. Notwithstanding the foregoing, the Superintendent shall be entitled during said period of disability and during the term of the Contract to insurance benefits, any available/unused sick leave days, and any available/unused vacation days.

The Superintendent may request a ninety (90) work day unpaid leave extension in the event of his 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 the Superintendent will be able to resume his 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) his 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.

Prior to resumption of duty after an unpaid leave of absence for a serious health condition, the Superintendent shall provide to the Board a fitness for duty certification from the 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.

12. Indemnification

12.1 Hold Harmless. The District agrees that, to the extent it can legally do so, it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings at law or in equity (specifically excluding, however, any demands, claims, suits, actions, or legal proceedings brought against the Superintendent by or on behalf of the District, and any criminal proceedings brought against the Superintendent), in his individual capacity or in his official capacity as agent and employee of the District, provided the incident giving rise to the claim arose while the Superintendent was acting within the scope of his employment and not willfully or wantonly and did not engage in intentional misconduct.

12.2 Provision of a Defense. The obligations of the District pursuant to this Section 12 shall be conditioned on (a) prompt notification to the District by the Superintendent of any claims known to him; (b) cooperation by the Superintendent with the District and legal counsel in defending the claim; and (c) the Superintendent not compromising, settling, negotiating or otherwise similarly dealing with the claim without the express consent of the Board. In the event the District has provided a defense pursuant to this Section 12, and a court or other decision-making body having final jurisdiction over the matter determines

that the act or omission of the Superintendent that resulted in liability did not occur during the performance of his duties here under and within the scope of his employment, or that the act or omission was willful or wanton, or that the Superintendent intentionally engaged in misconduct, the Superintendent shall reimburse the District for all costs of such defense and any final judgment paid on his behalf by the District.

12.3 Individual Liability of Board Members. In no event shall individual Board members be individually or collectively liable or responsible to the Superintendent for defending or indemnifying the Superintendent against such demands, claims, suits, actions, and legal proceedings where such obligations would not otherwise be imposed.

12.4 Liability Insurance. The Board agrees to pay the premium amount for errors and omissions insurance coverage for the Superintendent while engaged in the performance of a governmental function and while the Superintendent is acting within the scope of his authority. Coverage shall not include any demands, claims, suits, actions, judgments, expenses, and attorneys' fees for those claims or any causes of action that are excluded under Section 12.2 above. The policy limits for this coverage shall be not less than \$2,000,000. In the event that such insurance coverage cannot be purchased in the above amounts and/or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify the Superintendent; provided, however, the discontinuation of coverage shall not modify the District's obligations under Sections 12.1 through 12.3, above.

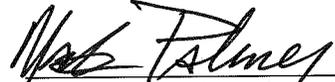
13. Individual Provisions

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.

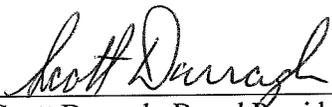
14. Entire Agreement

This Contract of employment contains the entire Contract and understanding by and between the Board and the Superintendent with respect to the employment of the Superintendent and no representations, promises, contracts or understandings, written or oral, not contained herein shall be of any force or effect. All prior contracts pertaining to, connected with, or arising in any manner out of employment of the Superintendent by the Board is hereby terminated and shall hereafter be of no force or effect whatsoever. No change or modifications of this Contract of employment shall be valid or binding unless it is in writing and signed by the Superintendent and the Board. No waiver of any such provisions of this Contract shall be valid unless it is in writing and signed by the Superintendent and 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.

In Witness whereof, the parties have caused this Contract to be executed on the day and year written below.



Mark Palmer, Superintendent of Schools
Date: 3/27/2018



Scott Darragh, Board President
St Johns Public Schools Board of Education
Date: 3-29-2018



Rhonda Dedyne, Board Secretary
St Johns Public Schools Board of Education
Date: 4-9-2018