

**EASTPOINTE COMMUNITY SCHOOLS
SUPERINTENDENT'S CONTRACT OF EMPLOYMENT**

This Superintendent Contract (the "Contract") is made and entered by and between the EASTPOINTE COMMUNITY SCHOOLS BOARD OF EDUCATION, hereinafter referred to as "Board" or "District," and Christina Gibson, hereinafter referred to as "Superintendent." **The Board, at its meeting held on June 23, 2025 approved terms and conditions of this Contract and the duties of the Superintendent. The Board and the Superintendent agree to the following terms and conditions.**

1. **TERM.** Subject to the satisfactory completion of all background checks required within the Michigan Revised School Code, the District hereby employs the Superintendent, and Superintendent hereby accepts such employment, as the Superintendent of Schools for a term of three years beginning July 1, 2025, and ending June 30, 2028, unless otherwise terminated under the terms and conditions stated herein.

2. **DUTIES.** The Superintendent represents that she possesses, holds and will 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 Michigan Department of Education, and those required by the Board of Education to serve in the position assigned. The Superintendent agrees, as a condition of her continued employment, to meet all certification and continuing education requirements for the position assigned, as are and may be required by law or by the Michigan 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, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

The Superintendent agrees to devote her talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. The Superintendent agrees to faithfully perform those duties assigned by the Board of Education and to comply with the directives of the Board of Education with respect thereto. The Superintendent further agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations, and by the Board of Education, to carry out the educational programs and policies of the School District during the entire term of this Contract. The Superintendent agrees to devote her business time, attention and services to the diligent, faithful and competent discharge of her duties on behalf of the School District to enhance the operation of the School District and agrees to use her best efforts to maintain and improve the quality of the programs and services of the School District.

Among the Superintendent's duties are expected attendance at all Board of Education meetings and committee meetings, attendance and participation in substantially all District functions, or, on occasion, other civic activities having relation to the District's interests within the District's community. Furthermore, the Superintendent shall prepare the agendas for each Board of Education meeting in accordance with Board policy, and forward same to each member of the Board, along with her recommendations and supporting documents on each agenda item

sufficiently in advance of the meeting so that each member may assimilate such information prior to the meeting. The Superintendent shall report to the Board information which would, or might, affect or be relevant to the business of the District. The Board collectively and individually shall refer promptly all complaints and suggestions called to their attention to the Superintendent for study and recommendation.

The Superintendent, as part of her duties, shall supervise the preparation of the annual budget and recommend a balanced budget to the Board of Education and shall ensure that there shall be no unreasonable material deviations from that budget during the fiscal year to which that budget applies.

3. EVALUATION. The Board will evaluate the Superintendent's performance annually and in writing, using an evaluation instrument with multiple rating categories, that takes into account, among other things, data on student growth and the District's financial viability as significant factors, and that is mutually agreeable and compliant with the requirements of MCL 380.1249 and MCL 380.1249b. The Board will grant a request by the Superintendent to meet to discuss her written evaluation in a manner consistent with the requirements of Michigan's Open Meetings Act. The Board and Superintendent will meet to establish goals and objectives by October 1 each year.

4. EXTENSION. This contract may be extended by option of the Board of Education, as follows: The Board of Education, no later than April 1 of each year during the term of this contract, may, upon mutual agreement, extend the contract term for an additional one-year period. In exercising this option, the Board of Education also shall establish the annual salary, or parameters for that salary, to be paid to the Superintendent for the school year included in the extension. All other terms and conditions of this contract shall remain unchanged. The Board of Education in its sole discretion and with or without cause may decline to extend this contract.

For so long as MCLA 380.1229 governs extension and renewal of contracts for superintendents, the timelines for nonrenewal shall be observed. In the event MCLA 380.1229 is repealed or amended, then the repeal or amendment of same shall govern this Contract.

5. TENURE EXCLUSION. This contract does not confer tenure upon the Superintendent in the position of Superintendent or any other administrative position in the district.

6. COMPENSATION. The Board of Education shall pay to the Superintendent an annual base salary of \$156,817.50 beginning July 1, 2025 and continue for the-2025/2026 school year, to be paid in 24 equal installments. The parties agree to a salary schedule for the three years of the contract. In the absence of mutual agreement, the Superintendent's salary and benefits and the term of the Agreement shall remain unchanged.

step 1	step 2	step 3
\$156,817.50	\$161,522.03	\$166,367.69

Annuity Payment: Annuity Payment: The School District shall make a non-elective tax-sheltered annuity contribution in the amount of 10% of base salary, payable on the first payroll period of July, to the tax-sheltered annuity account designated by the Superintendent. The contributions made pursuant to this agreement, together with any other contributions required to be aggregated for such purposes, may not cause the Superintendent to exceed the Internal Revenue Code Section 403(b) or 415 limitations for each tax year.

Merit Payment: The Superintendent shall be eligible for merit payment based upon her performance of 5% of base salary, if the Superintendent is rated effective on her year-end evaluation. She shall not receive any merit payment if she is rated developing or needing support on her year-end evaluation. This payment shall be made in the payroll period following the approval of the year-end evaluation.

7. INSURANCE BENEFITS. During the term of this contract, the Superintendent shall receive the insurance benefits provided by the school district to full-time, professional administrative staff on the same basis as available to those staff members in accord with the Board of Education policy, including any required contributions. In all cases, this provision shall be subject to applicable law, including Public Act 152. Additionally, such insurance benefits are subject to change at any time on the same basis as changed for full-time, professional administrative staff.

8. OTHER BENEFITS. The Superintendent is entitled to the following specific benefits:

Twenty-five (25) days of vacation which may be taken in a manner that does not interfere with her duties. The Superintendent may elect to be paid for up to 10 (ten) unused paid time off days annually. The Superintendent may elect to accumulate up to 30 unused Paid Time Off days which will be paid at the current daily rate upon resignation or retirement.

The Superintendent shall receive a holiday/break with pay at the employee's current regular rate for the holidays/breaks that fall within the regular work year as indicated on the administrative calendar.

Reimbursement for business related mileage costs at the current applicable District rate.

The District will provide life insurance/AD&D policy for the Superintendent at double the annual salary to a cap of \$300,000, with the Superintendent or her estate, as applicable, liable for any taxes upon such policy.

Long-term disability paid at 66.67% of the Superintendent's current regular salary in accordance with the District's policy.

Funeral AND SICK leave on the same basis as other administrative staff.

Superintendent shall be eligible for Central Office Sick Bank; it is further understood that the Superintendent shall also be permitted to carry over her current accumulated sick leave days.

9. REIMBURSEMENT OF EXPENSES. The Board of Education shall reimburse the Superintendent for all actual and necessary business expenses related to the performance of the Superintendent's duties on behalf of the District. This will include local and state conferences to a maximum of \$3000 per conference without prior board approval and membership dues to the following professional organizations: MASA, DALI, AASA, ASCD, Metro Bureau.

10. RESIGNATION OR RETIREMENT. The Superintendent shall provide one hundred twenty (120) days written notice to the Board for retirement or resignation from this position.

11. TERMINATION. If, at any time, the Superintendent fails to maintain the credentials and qualifications for the position of superintendent as required by this contract, the contract shall automatically terminate. The Superintendent may not be discharged nor will this contract be terminated for reasons that are arbitrary and capricious. However, in the event that the District terminates the contract during the first year of the contract for reasons that would not constitute just cause, the Superintendent would be entitled to a severance payment equal to one year's base salary; in the event that the District terminates the contract during the second year of the contract for reasons that would not constitute just cause, the Superintendent would be entitled to a severance payment equal to one-half of one year's base salary; this provision shall expire after the second year of the contract. The foregoing standards for termination of this contract during its term shall not be applicable to non-renewal of this contract at the expiration of its term, which decision is discretionary with the Board of Education.

The Board shall be entitled to terminate and discharge the Superintendent from employment at any time during the term of this Contract for reasons that are not arbitrary or capricious. In the event that the Board undertakes to terminate and discharge Superintendent from employment during the term of this Contract, she shall be entitled to written notice of charges and after ten (10) days following that written notice, an opportunity for a hearing before the Board. Said hearing shall be public or private at the option of the Superintendent. At such hearing, she may have legal counsel and present witnesses on her behalf at her own expense. In the event of termination and discharge of Superintendent from employment during the term of this Contract, the Board shall have no further obligation to Superintendent under the terms of this Contract as of the date of the termination and discharge.

12. SEVERABILITY. If any provision of this contract is ruled illegal or unenforceable by a court of competent jurisdiction, the remainder of the contract not affected by the ruling shall remain valid and in effect. This Contract shall be governed by MCLA 380.1229, unless that statute is repealed or amended, in which case the repealed or amended MCLA 380.1229 shall govern.

13. ARBITRATION. The Superintendent and the District agree that any and all claims arising from, or relating to, the Superintendent's employment with the District or this Contract will be subject

to final and binding arbitration according to the American Arbitration Association's National Rules for the Resolution of Employment Disputes. The Superintendent and the District also agree that a judgment on the award of the arbitrator(s) may be entered in any court of competent jurisdiction. The Superintendent and the District acknowledge and agree this paragraph of this Contract precludes either from filing covered claims in court and, therefore, waive any otherwise available right to trial by jury. The parties shall split the cost of arbitration and the parties stipulate that this provision is not an employer sponsored plan.

Notwithstanding the foregoing, any action or suit by the Superintendent concerning anything related to the employment relationship with the District shall commence within six (6) months of the occurrence of said alleged cause of action. The Superintendent hereby waives any statute of limitations granting a greater time to bring said claim. Any claim not commenced within six (6) months of the alleged cause of action shall be barred. For purposes of this subparagraph, the term "commenced" means "filing a summons and complaint with the court having jurisdiction or filing written complaint or charge with the appropriate administrative agency."

14. INDEMNIFICATION/HOLD HARMLESS: For any action or non-action taken by the Superintendent, the District agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in her individual capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting within the scope of her employment, such liability coverage is within the authority of the District to provide under state law, and does not result in a criminal conviction; it is further understood that in no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings. The Superintendent shall immediately notify the Board of any request for indemnification for any claim or action against her. The Board and the District have the right to conduct the defense of any such claim or action and the Superintendent shall fully cooperate with the Board and the District in the defense. The District may purchase liability insurance to cover its responsibilities set forth above. It is understood that the provisions above shall remain applicable and in effect even after the Superintendent terminates her employment with the District.

15. ENTIRE AGREEMENT. This Contract is the parties' entire agreement and supersedes any other agreement or understanding, verbal or written, and may not be modified or rescinded except by another written agreement signed by the Superintendent and approved by the Board in compliance with the Open Meetings Act.

16. GOVERNING LAW. This Contract is governed by and shall be interpreted in accord with the laws of the State of Michigan.

This contract is executed by the following signatures:

EASTPOINTE BOARD OF EDUCATION

SUPERINTENDENT

Dr. Chineva Early, President Date

Christina Gibson, Superintendent Date

Edward Williams, Secretary Date