

## **SUPERINTENDENT EMPLOYMENT CONTRACT**

This Contract is entered into by and between the Board of Education of the Ypsilanti Community Schools (the "Board") and Alena Zachery-Ross (the "Administrator").

1. **Term.** The Board employs the Administrator as Superintendent from July 1, 2022 – June 30, 2025. This Contract's term shall automatically extend by one year upon the Superintendent's receipt of an effective or highly effective evaluation.

2. **Board Authority.** Administrator 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. Administrator acknowledges the ultimate authority of the Board with respect to her responsibilities and directions related thereto.

3. **Credentials.** Administrator represents that she possesses, holds, and will maintain all certificates, credentials, and qualifications required by law, including but not limited to Sections 1246 and 1536 of the Revised School Code, Michigan Department of Education regulations, and those the Board requires. The administrator agrees that maintenance of such credentials is a condition of her continued employment as Superintendent. If the Administrator fails to maintain all certificates, credentials, continuing education requirements, and/or qualifications as required, this Contract shall automatically terminate, and the Board shall have no further obligation hereunder.

4. **Responsibilities.** Administrator agrees to devote her talents, skills, efforts, and abilities toward competently and proficiently fulfilling all duties and responsibilities of the superintendency. Administrator agrees to faithfully perform those duties assigned by the Board and to comply with the Board's directives concerning them. Further, the Administrator 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 School District's educational programs and policies during this Contract's term. Administrator agrees that she will diligently and competently discharge her duties to enhance School District operations and will use her best efforts to maintain and improve the quality of School District programs and services.

5. **Compensation.** The Board shall compensate the Administrator for her services as follows:

- a. **Base Salary.** For the remainder of the 2022-2023 contract year, Administrator shall be paid at an annual (twelve month) salary rate of not less than One Hundred Seventy-Eight Thousand Eight Hundred Fifty-Three Dollars and Thirty-Eight cents (\$178,853.38) in consideration of her performance of the duties and responsibilities of the Superintendent in conformance with the requirements and expectations of the Board. The annual salary shall be paid in twenty-six (26) equal bi-weekly installments beginning at the start of the 2023-2024 contract year (July 1 - June 30).

- b. ***Adjustments to Base Salary.*** Consistent with the provisions of Section 1250 of the Revised School Code, the Administrator shall receive annual salary increases as follows:
  - i. An increase in base salary of two percent (2%) of the previous contract year's salary.
  - ii. An additional salary increase of two percent (2%) of the previous contract year's salary for annual performance evaluations of "effective" or higher.
  - iii. Annual longevity of 1% of the Superintendent's initial base salary of \$159,000 for each year served as Superintendent of the Ypsilanti Community Schools.
  - iv. A retention bonus of \$60,000 should the Superintendent serve in that position continuously through the end of the 2025-2026 school year.
- c. ***Annuity.*** The Administrator shall receive an annual payment of eight percent (8%) of her base salary toward the premium of the Board-paid non-elective 403(b) annuity with no cash option for the initial contract year. As permitted by law, annuity payments shall annually increase by one percent (1%) of the salary, then in effect to a cap of eleven percent (11%). In lieu of this extension, as permitted by law, the Board shall continue the annual increase contribution beginning with (12%) and increasing by (1%) percent per year for the 2023-2026 contract years.

6. ***Stipends.***

- a. ***Enrollment Growth Stipend.*** In addition to her base salary for each contractual year, Administrator shall be eligible to earn a lump Enrollment Growth Stipend of \$10,000. The Board will pay Administrator this stipend if the District's FTE pupil count in October of the then-current school year is at least one percent (1%) greater than the District's FTE pupil count in February of the prior school year. For purposes of this provision, the pupil count figures shall be the official pupil counts used for the District's receipt of state foundation allowance-funded aid in the applicable years. If earned, this stipend shall be paid in December of each contractual year, but only if the Administrator is employed by the Board at the time payment is due. This amount shall not be part of the Administrator's base salary.
- b. ***Educational Stipend.*** Administrator shall receive an educational stipend of six percent (6%) of base salary in quarterly payments each contractual year. This stipend shall be payable on a quarterly basis. While an Administrator is enrolled in a doctoral program, the Administrator shall provide written proof of enrollment reflecting reasonable progress toward her doctoral degree at the commencement of each academic term. It is understood that it may be reasonable to reduce or discontinue study from time to time, depending upon professional demands, course availability, and customary breaks in enrollment.

Payment of this stipend shall continue following the award of the Administrator's doctoral degree to the end of this contract's term, in recognition of the value Administrator's doctorate has to her role as Superintendent.

7. ***Automobile Allowance.*** For each full month of employment under this Agreement, the District will provide the Administrator with a monthly automobile allowance of \$500.

8. ***Vacation.*** Administrator is employed on the basis of fifty-two (52) weeks of work per contract/fiscal year (July 1 through June 30). Administrator shall be granted vacation time of 20 days per contract year. Up to five unused vacation days may be carried over annually. Administrator shall not receive any additional compensation in lieu of use of vacation days. Administrator shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of School District business. All scheduling of vacation is subject to Board approval.

9. ***Performance Evaluation.*** Administrator's performance shall be evaluated by the Board not less than annually, in accordance with applicable law. The evaluation shall not be completed later than December 31 of each school year.

10. ***Termination.*** The Board shall be entitled to terminate the Administrator's employment at any time during this Contract's term upon its finding that Administrator has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency; if Administrator materially breaches the terms and conditions of this Contract; or for other causes which the Board determines are not arbitrary or capricious.

These termination standards shall not be applicable to non-renewal of this Contract at the expiration of its term, which decision is discretionary with the Board.

If the Board undertakes to dismiss the Administrator during the term of this Contract, she shall be entitled to written notice of charges and an opportunity for a hearing before the Board. If the Administrator's employment is terminated during this Contract's term, this Contract shall automatically terminate, and the Board shall have no further obligation under this Contract.

11. ***Disability.*** In the event of the Administrator's mental and/or physical incapacity to perform the essential duties of her office, she shall be granted an initial leave of ninety (90) work days for the purpose of recovery. The Administrator shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the ninety (90) work day period to be unpaid. Upon utilizing leave under this provision, Administrator 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 Administrator, it may require a second opinion, at Board expense.

Administrator may request a ninety (90) work day unpaid leave extension if she is physically and/or mentally unable to return to work at the expiration of the initial leave, as described above, provided that there is a verified prognosis that Administrator will be able to resume her duties at the conclusion of the extended leave interval. Administrator shall provide the

Board medical certification as a condition to any leave extension. Any extensions of leave for this purpose shall be at the sole discretion of the Board.

If the Administrator is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), her 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.

Before resumption of duty after an unpaid leave of absence for a serious health condition, Administrator shall provide to the Board, a fitness for duty certification from her health care provider. A second opinion may be required by the Board, at its expense, unless prohibited by the Family and Medical Leave Act.

12. ***Tenure Exclusion.*** Administrator agrees that she shall not be deemed to be granted continuing tenure in the position initially assigned or in any capacity other than that of a classroom teacher, should she fulfill the probationary period required for teacher tenure. The decision of the Board not to continue or renew the employment of Administrator for any subsequent period in any capacity, other than as a classroom teacher as may be required by the Teachers' Tenure Act, shall not be deemed a breach of this Agreement or a discharge or demotion under the Michigan Teachers' Tenure Act.

13. ***Medical Examinations.*** Administrator 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 Board request, Administrator shall authorize the release of medical information necessary to determine if Administrator is capable of performing the essential job functions required by her assignment, with or without reasonable job accommodation(s). Any physical or mental examination or disclosure of such information required of the Administrator by the Board shall be job related and consistent with business necessity. Any medical or psychological examination under this section shall be at Board expense. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.

14. ***Insurance.*** Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder, and/or third party administrator, the Board shall make benefit cost payments, as specified below, on behalf of Administrator and her eligible dependents for enrollment in the following insurance programs:

- a. Health, dental, and vision insurance, as provided to other School District cabinet-level administrators.
- b. Term life insurance with a death benefit amount of Three Hundred Fifty Thousand Dollars (\$350,000.00).
- c. Disability insurance in the type and amount equivalent to that provided other School District cabinet-level administrators.

Administrator agrees that the Board has the right to allocate to the Administrator responsibility for a portion of the medical benefit plan costs and premiums for the plans and products specified above, as may be determined by the Board. The contributions required of the Administrator shall not be less than the amount determined by the Board to be necessary to comply with the Publicly Funded Health Insurance Contribution Act, 2011 PA 152. The Board will notify Administrator of the amounts for which she is responsible in excess of the Board contributed medical benefit plan costs and premiums. To the extent that the medical benefit plan costs and premiums associated with the above plans and products exceed the level of the Board's contributions, Administrator authorizes payroll deduction for all excess medical benefit plan costs and premium amounts required to maintain enrollment.

15. ***Cash In Lieu of Health Insurance.*** Should the Administrator decline individual and spouse health insurance coverage, the Board shall pay an amount equivalent to the School District's premium contribution into an insurance policy of her choice.

16. ***Insurance Coverage and Carriers.*** The Board reserves the right to change the identity of the insurance carrier, policyholder, or third-party administrator for any of the above coverages, provided that comparable coverage, as determined by the Board, is maintained during the term of this Contract. The Board shall not be required to remit medical benefit plan costs or premiums for any insurance coverages for the Administrator and her 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 or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. Administrator is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The Board, by remitting the medical benefit costs and premium contributions required under this Contract to provide the above-described plans and products, shall be relieved from all liability with respect to insurance benefits.

17. ***Holidays.*** Administrator is entitled to the following holidays for which no service to the School District is required: Independence Day; Labor Day; Thanksgiving; Christmas Eve; Christmas; weekdays between Christmas and New Year's Day; New Year's Day; Martin Luther King Day; and Memorial Day.

18. ***Sick Leave.*** If an Administrator is absent from duty on account of personal illness or disability, she shall be allowed full pay for a total of 15 days per contract year. Unused paid leave days hereunder shall be cumulative to a maximum of 90 days for absence due to the Administrator's personal illness or disability.

19. ***Refunded Board MPSERS Contributions.*** The Board shall pay all legally-required contributions to MPSERS based upon the Administrator's compensation. If at any time good faith contributions paid by the Board on the Administrator's behalf are refunded by MPSERS or ORS, to the extent permitted by law, such contributions will be provided to the Administrator through a 403(b) plan with no cash option provided.

20. ***Expense Reimbursement.*** Administrator shall be eligible to be reimbursed for travel, meals, and lodging outside of Washtenaw County in accordance with Board-established per

diem expense and reimbursement standards and procedures. Any expense to be incurred by the Administrator for such travel shall be submitted in advance for review and approval by the Board. Administrator shall be required to present an itemized account of her reasonable and necessary expenses in accordance with direction of the Board or its designee.

21. ***Professional and Community Organizations.*** Subject to express approval by the Board, the Board shall pay fees or dues for membership in appropriate professional organizations. Subject to prior approval by the Board, the Administrator may attend appropriate professional meetings at the local, state, and national levels. Administrator shall be reimbursed for any reasonable travel expenses for meetings taking place outside Washtenaw County. For those meetings requiring overnight travel, reasonable mileage, lodging, and/or meal expenses shall be reimbursed.

22. ***Errors and Omissions Insurance.*** The Board agrees to pay the premium amount for errors and omissions insurance coverage for the Administrator while engaged in the performance of a governmental function and while the Administrator is acting within the scope of her authority. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of the Administrator. The sole obligation undertaken by the 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 at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify Administrator. In that event, or if the insurance does not provide the Administrator with coverage for a work-related claim, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to Administrator as is authorized under MCL 691.1408 and MCL 380.11a (3)(d).

23. ***Entire Agreement.*** This Contract contains the entire agreement and understanding by and between the Board and Administrator with respect to the employment of Administrator, 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 canceled 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, approved by official action of the Board reflected in its minutes, and signed by the Administrator and the President and Secretary of 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.

24. ***Arbitration.*** If any dispute arises between the parties relating to the Administrator's employment during this Contract's terms, the parties agree to submit the dispute 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 under the terms of the Michigan Uniform Arbitration Act, MCL 691.1681 *et seq.*

The parties intend that this process of dispute resolution shall be inclusive of all contract and statutory claims advanced by Administrator arising from Administrator'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 the Administrator 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 the Administrator. 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 Administrator is waiving her right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, the Administrator shall have the right to representation by counsel of her choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery and the right to a fair hearing. However, the Administrator, 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 fees and the costs imposed by the American Arbitration Association shall be shared equally by the Board and Administrator, subject to the right of the Administrator 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 Administrator's discharge. The Decision and Award of the arbitrator shall be final and binding and judgment thereon may be entered in the Washtenaw County Circuit Court pursuant to applicable provisions of the Michigan Uniform Arbitration Act.

25. ***Limitations Period.*** Administrator agrees that any claim arising out of Administrator'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. Administrator 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 parties' intent 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.

26. ***Severability.*** 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).

27. ***Captions.*** Captions are provided only for convenience, and shall not affect the interpretation of this Contract's terms.

28. ***Authorization.*** This Contract is executed on behalf of the Ypsilanti Community Schools pursuant to the authority granted as contained in the resolution of the Board adopted on April 8, 2019, the same being incorporated herein by reference.

29. ***Sole Contract.*** This Contract replaces and supersedes all previous employment contracts between the parties, which upon full execution of this document are null and void.

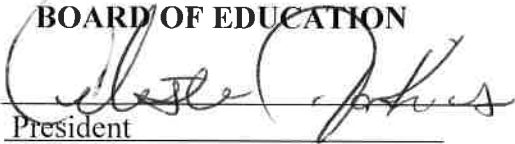


IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

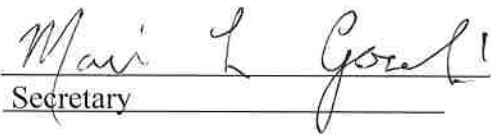
Dated: 4/27/, 2023

**ADMINISTRATOR**  
  
Alena Zachery-Ross

Dated: 5/8, 2023

**YPSILANTI COMMUNITY SCHOOLS  
BOARD OF EDUCATION**  
By:   
Its: President

Dated: May 2, 2023

By:   
Its: Secretary

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