

ADMINISTRATIVE EMPLOYMENT CONTRACT  
DEARBORN HEIGHTS SCHOOL DISTRICT NO. 7

SUPERINTENDENT OF SCHOOLS

copied to  
PAPER 8-27-19  
J. Mast  
CW  
FILE COPY

THIS AGREEMENT, entered into this 21<sup>st</sup> day of AUGUST, 2019 between the Board of Education of Dearborn Heights School District No. 7, County of Wayne, State of Michigan, (hereinafter referred to as "the Board") and **Jennifer Mast**, (hereinafter referred to as "the Superintendent").

WHEREAS, the Board of Education, at a meeting held on the 21<sup>st</sup> day of AUGUST, 2019 approved the employment of the Superintendent in accordance with the terms and conditions of this contract; and

WHEREAS, the Superintendent desires to be employed by the Board of Education in accordance with the terms of this contract.

WITNESSETH:

1. **DUTIES:** The Superintendent warrants, represents, and affirms to the School District that she is fully qualified to serve as Superintendent of Schools and agrees to maintain such qualifications in accordance with the laws of the State of Michigan and the rules and regulations of the Department of Education. It is further agreed that the Superintendent will not accept employment other than with the Dearborn Heights School District No. 7, provided, however, that the Superintendent may, with prior approval of the Board President, undertake consultation work, speaking engagements, writing, lecturing, or other professional duties and obligations.

The Superintendent agrees, during the period of this contract, to faithfully perform the duties and obligations in such capacity for the School District including, but not limited to, those duties required by applicable sections of the Revised School Code of 1976, as amended. The Superintendent will act as an advisor to the Board on matters pertaining to the school administration or the School District, and will inform the Board as to administrative actions taken on its behalf. The Superintendent shall recommend, effect, or cause to be effected, the policies and programs of the Board of Education as may be adopted, from time to time, and in general will faithfully and diligently fulfill all duties and obligations incumbent upon the executive head of the administrative section of the school system and the School District.

2. **TERM:** The Board agrees to employ **Jennifer Mast** as Superintendent of Schools for a term commencing July 1, 2019 through June 30, 2022.

3. **EVALUATION and CONTRACT EXTENSION:** The Board shall evaluate the Superintendent, at least annually, using the criteria and an evaluation process mutually agreed upon by the Board and the Superintendent that is compliant with provisions of the Michigan School Code. Areas of the Superintendent Evaluation shall include multiple rating categories that take into account data on student growth. The Superintendent, in consultation with the Board will develop written performance goals, timelines and progress indicators annually. If Board Goals are developed, the performance goals for the Superintendent should support those goals. At least twice each year, the Superintendent will submit to the Board a self-assessment of her performance, including her progress with respect to performance goals, timelines and indicators of progress.

The Superintendent shall notify the Board President in writing on or before March 1 of each contract year of her desire to have her contract extended. Failure of the Superintendent to notify the Board President in writing by March 1 of each year may result in the contract not being extended for an additional year.

If these conditions are met, the Board of Education may, not later than April 1<sup>st</sup> of each year during the term of this contract, consider in its sole discretion and at its will the extension of this contract for an

additional one-year period. If the Board President was timely notified and if no action is taken by the Board, the Contract shall be deemed to have been renewed for an additional year in accordance with the terms of this Contract.

4. **TERMINATION AND NON-RENEWAL OF CONTRACT:**

A. **TERMINATION DURING CONTRACT TERM:** This Contract may be terminated during the contract term for a reason that is not arbitrary or capricious. Notice of charges against the Superintendent deemed sufficient by the Board to constitute a reason that is not arbitrary or capricious for the Superintendent's discharge shall be given in writing to the Superintendent and the Superintendent shall be entitled to appear before the Board to discuss the charges. The Superintendent may be accompanied by an attorney at her own expense at such meeting.

Upon mutual written agreement by the Board and the Superintendent, and upon 30 days prior written notice, this Contract and the employment of the Superintendent may be terminated without penalty or prejudice against the Board, the District or the Superintendent. In this event, the Board shall pay to the Superintendent all remuneration and benefits accrued, but unpaid, during the period of employment prior to such termination.

B. **NON-RENEWAL OF CONTRACT:**

Non-renewal of the Superintendent's Contract shall be governed exclusively by the Michigan School Code, MCL 380.1229(1). The decision for non-renewal of the agreement is at the sole discretion of the Board at its will.

5. **TENURE:** The Superintendent shall not be deemed to be granted continuing tenure in such capacity but shall be deemed to have been granted continuing tenure as an active classroom teacher in accordance with the provisions of the Michigan Teachers' Tenure Act.

6. **PROFESSIONAL LIABILITY:** The Board 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 individual capacity, or in official capacity, as agent and employee of the School District, provided the incident arose while acting within the scope of employment but excluding criminal litigations. The Board shall provide public liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgments resulting from the function as Superintendent and will reimburse 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 Superintendent against such demands, claims, suits, actions and legal proceedings. This provision will survive the expiration of the Superintendent's individual contract.

7. **BUSINESS EXPENSES:** The Superintendent shall be reimbursed for reasonable and necessary expenditures which are incurred in acting on the business of the School District, including conferences and workshops held in the State of Michigan, and those conferences and workshops held outside the State of Michigan which are approved by the President of the Board of Education in writing in advance of the conference or workshop. Such expenditures will be reimbursed upon presentation of an itemized and detailed accounting of such expenditures and receipts relating thereto in the form required by the School District and in conformity with applicable laws, Board policies and the regulations of the Internal Revenue Service.

8. **PROFESSIONAL DUES:** The School District shall pay the Association dues of the Superintendent for the Michigan Association of School Administrators and the M.A.S.A. Region in which the School District is located, as well as other appropriate affiliations approved in advance by the Board.

9. **COMPENSATION:** The Superintendent's salary for the 2019-20 school year shall be One Hundred Twenty-Nine Thousand, Five Hundred and Sixteen and Forty-Seven One-Hundredths (\$129,516.47) Dollars and shall be payable in accordance with the policy of the Board of Education governing the same for its full-time administrative employees. This annual salary is based upon a school year of July 1 through June 30, and shall be pro-rated to reflect the execution date of this Agreement. The salary increase above the contractual salary for the 2018-2019 school year shall not be applied retroactively. This annual salary shall remain in effect for the duration of the contract.

**MERIT COMPENSATION:** Consistent with the requirements of applicable legislation, the Superintendent shall be eligible for an annual merit pay bonus based upon her performance of up to Five Hundred (\$500.00) Dollars which shall be paid in July. The Superintendent shall receive the full amount of such bonus if she is rated Highly Effective on her final year-end evaluation; one-half of this amount if she is rated Effective on her final year-end evaluation, and shall not receive any bonus if she is rated Minimally Effective or Ineffective on her final year-end evaluation.

10. **FRINGE BENEFITS:** The Board of Education shall provide the Superintendent with the following benefits:

- a) Health, Dental and Vision insurance provided other central administrators.
- b) Life insurance in the amount afforded other central administrators.
- c) Long-term disability insurance benefits that are provided to other central administrators.
- d) Frozen sick days accumulated as a teacher may only be used once Superintendent has exhausted Superintendent contracted leave days. These days must be used for legitimate sick leave purposes while serving as a Superintendent and will be paid at the Superintendent current daily per diem rate of pay. Any unused frozen teacher sick days shall be paid upon retirement or resignation from the District per the terms of the teacher contract in effect at the time of retirement or resignation.
- e) At the beginning of each contract year, Superintendent will be credited with Sixteen (16) paid leave days. Four (4) paid leave days may be used for personal business.
- f) Unused leave days (excluding frozen teacher sick days): this section becomes effective when the Superintendent has accumulated more than forty-five (45) total paid leave days. At the end of each school year, the Board shall pay the Superintendent for each accumulated leave day beyond forty-five (45) days at the rate of One Hundred (\$100.00) Dollars per day.
- g) Upon retirement or resignation, the Superintendent shall receive up to forty-five (45) unused accumulated leave days at the rate of One Hundred (\$100.00) Dollars per day.
- h) Twenty (20) vacation days per year. Unused vacation days shall not accumulate from one school year to the next but up to ten (10) unused days shall be paid to the Superintendent, upon her request in writing to the Board President, at her current daily rate of pay, at the end of the contract year (i.e., June 30) in which the up to ten (10) days were unused. Failure to provide such timely request in writing shall result in forfeiture of such payout of up to ten (10) unused vacation days.
- i) Observed holidays of central office employees, including two (2) floating holidays.
- j) Bereavement leave provisions that are provided to other central administrators.

11. **TRANSPORTATION:** The Board shall provide the Superintendent with a monthly automobile allowance of Four Hundred Sixteen Dollars and sixty-six cents (\$416.66).

12. **TAX-SHELTERED ANNUITY:** Provided the Superintendent receives an effective rating or higher in her annual year-end 2019-20 Board Evaluation, on or before June 30, 2020, Superintendent shall receive a minimum of Five Thousand (\$5,000) Dollars, and each June 30 thereafter (which may

be adjusted upward by the Board), for the purpose of funding/establishing a tax-sheltered annuity approved by the Board.

13. **RETURN TO TEACHING:** Superintendent retains her rights to assert a return to a teaching position in the District should the Superintendent Contract terminate or be nonrenewed. Any future return rights to a teaching position shall be subject to the then in effect pertinent rules which include, but are not limited to: the Michigan teacher tenure statute, applicable case law, Board policies and regulations, Michigan Public Employment Relations Act and the Agreement between the Board of Education and Wayne County MEA/NEA (i.e., the teachers' bargaining unit).

14. **ARBITRATION:** The parties agree that any dispute or controversy involving the provisions, obligations or rights of this Agreement shall be submitted to binding arbitration. Such arbitration shall be conducted according to the rules of the American Arbitration Association. The arbitrator's fee and the cost of the American Arbitration Association shall be shared equally between the parties. All parties may have representation but shall be responsible for the cost of same. Arbitration shall be filed within 180 days of the alleged breach of contract. The Superintendent and Board waive any longer limitations period. The Superintendent and the Board 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 Board acknowledge and agree this paragraph of this Agreement precludes either from filing covered claims in court and, therefore, waive any otherwise available right to trial by jury.

15. **SAVINGS CLAUSE:** If, during the term of this Contract, it is found that any provision of this Contract violates any Federal or State law or any rule or regulation promulgated thereunder, such provision shall be void and of no effect, but the remainder of the contract shall remain in full force and effect.

16. **GOVERNING LAW:** This Agreement is governed by the laws of the state of Michigan.

17. **AMENDMENT:** This agreement constitutes the entire understanding and agreement of the parties, superseding any prior agreements. No change shall be effective with respect to the terms of this employment agreement unless in writing and signed by both parties.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this 21<sup>ST</sup> day of AUGUST 2019.

BOARD OF EDUCATION OF THE  
DEARBORN HEIGHTS SCHOOL DISTRICT NO. 7

By: Mandy Dirant  
Mandy Dirant  
President

By: Marcia LeBar  
Marcia LeBar  
Secretary

Jennifer Mast  
Jennifer Mast

8-21-19  
Contrtemplate.jmsupt1920  
4837-9237-6455, v. 2