

## CONTRACT OF THE SUPERINTENDENT OF SCHOOLS

### PREAMBLE

IT IS AGREED BY AND BETWEEN the Board of Education of the Ecorse Public Schools, Wayne County, Michigan, hereinafter referred to as the "School District," and Emma L. Epps, Ed.D., a legally qualified teacher in the County of Wayne, State of Michigan, hereinafter referred to as the "Superintendent," shall be the Superintendent of Schools in said School District for a period continuing January 23, 2002 and ending June 30, 2005.

Such term shall not be reduced except upon the mutual agreement except that such contract may be terminated for reasonable and just cause, as provided herein, or in accordance with the termination clause hereafter set forth.

The Board shall review this contract with the Superintendent on or before March 1, 2005 to take official action determining whether or not it is to be extended or renewed.

1. The Superintendent shall perform such duties as are required by the School Code of the State of Michigan and the regulations of the Michigan Department of Instruction and the policies of the Board of Education of this School District.

2. That the Superintendent is specifically excluded from continuing tenure in her position as Superintendent of Schools, but shall be deemed to have continuing tenure as an active classroom teacher in said School District, in all accordance with the provisions of the Compiled Laws of 1948, Section 38.91 and Section 38.92 of the Compiled Laws of the State of Michigan of 1948, as amended.

In addition this contract does not in any way exclude Dr. Epps of any of her rights won in the Judgment and Permanent Injunction issued September 3, 1985 by the United States District Court for the Eastern District of Michigan Southern Division; Honorable Ralph B. Guy, Jr.; and also affirmed by the Sixth Circuit Court of Appeal on December 9, 1986, Case No. 83-CV-3601-DT.

3. QUALIFICATIONS -Employee specifically represents that she possesses and shall continue to possess and maintain throughout the term of the agreement the minimal qualifications required pursuant to PA 1976, No. 451, Sec. 1246 for appointment as the Superintendent of Schools.

4. DUTIES - Employee during the term of this agreement shall have the executive management and administrative control of the school system and shall exercise this authority in accordance with the policies and regulations adopted by the Board of Education.

In accordance therewith the "Employee" shall have the following duties:

- (a) Recommend to the Board, in writing, all teachers necessary for the successful operation of the school district.
- (b) Suspend a teacher for cause until the Board may consider the suspension at a hearing held in accordance with the provisions of the Michigan Teachers' Tenure Act.
- (c) Supervise and direct the work of the teachers and other employees of the Board of Education.
- (d) Classify and control the promotion of pupils within the school system.
- (e) Recommend to the Board of Education the best methods of arranging the course of study and the proper textbooks to be used in carrying out the educational philosophy of the school district.

- (f) Make written reports to the Board of Education and to the State Board annually and as otherwise required by law or by the Board of Education in regard to matters pertaining to the educational interests of the school district.
- (g) Assist the Board of Education in matters pertaining to the general welfare of the school district and perform such other duties as the Board may require from time to time to the extent that such directives are lawful and properly adopted by the Board of Education and communicated to the Superintendent of Schools in accordance with the common practice of the school district.
- (h) Put into practice the educational policies of the State and of the Board of Education of the School District of the Ecorse Public Schools, Wayne County, in accordance with the means provided by the Board of Education.
- (l) As Superintendent of Schools, the Employee shall be entitled to:
  - present her recommendations to the Board on any subject under consideration by the Board.
  - attend each meeting of the Board of Education.
  - serve as an ex officio member of each committee established by the Board of Education.

Furthermore, the Superintendent shall have the responsibility to organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, which in her judgment best serves the interest of the school district.

5. COMPENSATION - That, in consideration for the services of the Employee as Superintendent of Schools, the Employee shall be paid by the Board of Education an annual salary during each and every year of this contract. The FY90 (1989-90) salary shall be sixty thousand dollars (\$60,000).

For the 2001-2002 school year, the Superintendent shall receive a base salary of One Hundred Four Thousand Nine Hundred One and no/100 Dollars (\$104,901.00) and for the 2002-2003 school year a salary of One Hundred Nine Thousand Six Hundred Twenty-one and no/100 Dollars (\$109,621.00). Beginning the 2003-2004 school year and for the remaining fiscal years of this contract, the salary income of the Superintendent shall be no less than the raise percentages given the other administrators in this school district. In no event shall the salary be less than the above specified salary.

The annual salary shall be paid in regular installments in accordance with the policy of the Board of Education relative to the payment of other professional staff members in the school district.

In addition to the forgoing salary, the Employee shall also receive fringe benefits as hereinafter set forth.

6. VACATION -The Employee shall be granted an annual vacation of five (5), calendar weeks with pay. Vacation is not accumulative. If earned vacation is not made available by the Board during each vacation period, the Superintendent shall receive pay for any unused days for that fiscal year.

In addition, the Employee shall have the following holidays off with pay:

1. Good Friday
2. Memorial Day
3. Fourth of July
4. Labor Day
5. Thanksgiving Day
6. Friday after Thanksgiving Day
7. December 24, 25
8. December 31, January 1
9. Christmas Week
10. Martin Luther King Birthday Observance

11. Easter Monday

In addition, the Employee shall have all of the holidays off with pay as afforded to members of the certified teaching staff of the said school district.

7. RETIREMENT - Retirement contribution are to be assumed by the Board of Education without contribution by the Superintendent of Schools.

Furthermore, the Employee shall receive longevity pay in accordance with the schedule as outlined below:

Longevity pay is authorized by the Ecorse Board of Education for those employees having completed ten (10) or more years of accrued service to the Ecorse Public Schools.

Longevity pay shall become a part of the salary schedule as established by the Ecorse Board of Education. Payment shall begin in the fiscal school year in which the employee begins his/her eleventh (11th) year of employment, i.e., after ten (10) full years of accrued service to the Ecorse Public Schools.

Years of service shall be computed as of July 1 of that fiscal year.

The Schedule of Longevity Pay is as follows:

Beginning the 11th year of employment and continuing through the 15th year of employment	\$100 added to base salary
Beginning the 16th year of employment	\$250 added to base salary
Beginning the 17th year of employment and each year of employment thereafter	\$ 50 per year will be added to the Base Salary for every year thereafter

- A. A year of service is defined as the completion of the full contract year.
- B. Time counted for substituting: 180 days of teaching in the Ecorse Public Schools shall be deemed to be the equivalent of one (1) year.
- C. To be eligible for longevity pay, professional personnel must presently be a contract, tenure teacher at the maximum step of the salary schedule.

Although the Business Office will make every effort to place those people who are eligible on a longevity payroll list, it shall be the responsibility of the individual employee to notify the Business Office when he/she has completed his/her tenth year of service in the Ecorse Public Schools.

Each year served on Sabbatical, Fellowship, Scholarship, Internship, Extended Sick Leave, Exchange Teacher, Job Corps, Peace Corps, and/or Military Leave for Certificated personnel shall be considered as a year of service for longevity purposes. All other leaves will not count as accrued service.

Longevity pay shall be paid in a lump sum the first pay in June of the year the longevity scale takes effect for the member.

8. INSURANCE - The Board shall provide and pay for Blue Cross/Blue Shield hospitalization insurance for the Employee and her family under the Comprehensive Hospital Care, M-75, Surgical Care, Riders "D" and "M", semi-private room, and Extended Coverage (Major Medical). Specifically excluded in this coverage by the Board are Riders "A", sponsored dependent, and Rider "F", family continuation. Further, the

Board agrees to provide Blue Cross/Blue Shield Rider "ML" for the Employee and her family. Also included within this agreement is the no-pay prescription drug rider.

Furthermore, any improvement in the general medical coverage of other employees in the school district shall automatically incur to the benefit of this Employee as well.

The Board of Education shall also provide optical insurance coverage in accordance with the best plan available to any other employee within the school district.

The Board of Education shall also provide dental insurance to be paid in full for the Employee and here family for the duration of this agreement. The dental plan shall be equal to or better than the dental plan of any other employee in the school district and shall continue to be upgraded in accordance with any employee improvement occurring on or after the date of this agreement.

The Board agrees to pay up to a Thirty-Five Thousand Dollar (\$3,500) contribution per year towards a long term care health insurance policy for the duration of her employment.

9. LIFE INSURANCE – The Board of Education will provide at is cost a group term life insurance policy with the face value of twice the Superintendent's annual salary.

10. ANNUITY BENEFIT – Additionally, the Superintendent shall receive from the Board, during each year of this contract, the further sum of ten thousand dollars (\$10,000) for the purchase of an annuity policy or contract for the benefit of the Superintendent.

11. SICK LEAVE – The Board of Education will provide the Employee with two (2) days sick leave per contract month, per year. Such sick leave shall be cumulative from month to month throughout the term of this agreement. Upon the severance of the Employee or the termination of this contract, the Employee will receive compensation for two-thirds (2/3) of accumulated sick days in her respective sick leave bank.

The rate of pay shall be computed at the daily rate of the fiscal year in which the employee was last employed. In the event of the Employee's death, the payment shall be made to the Employee's beneficiary or estate in the event that the Employee has failed to designate a beneficiary.

12. INJURY WHILE ON SCHOOL ASSIGNMENT – In the case of work incapacitating injury or illness for which the Employee is, or may be, eligible for worker's compensation disability benefits under the Michigan Worker's Compensation Law, such Employee may utilize sick leave credits to the extent of the difference between the Worker's Compensation received and the Employee's regular base salary or wage. In the case of work disabling injury to the Employee caused by an assault upon said Employee while in the performance of her duties, the Board will pay the full difference between the Worker's Compensation and the Employee's regular salary, without charge to Sick Bank, at least until the end of the current fiscal school year, or for a period of six (6) months, whichever is longer. This does not preclude the Board's deciding to extend such a leave on its own volition. Each case will be reviewed by the Board of Education at the end of said period.

The Board of Education shall also provide to the Employee insurance coverage for short-term disability. In the event that the Employee becomes permanently incapacitated or is incapacitated for a period in excess of twelve (12) months, said Employee shall be covered by the benefits provided through the short-term disability insurance provided by said Board of Education.

13. AUTOMOBILE ALLOWANCE – The Employee shall receive a leased vehicle (mid-sized, standard equipment, including car phone) for his/her use and for other administrative staff use for the duration of this contract. All expenses to operate said vehicle be a board paid expense.

14. EXPENSES – The Board of Education shall pay to the Employee her actual and necessary expenses incurred while on necessary school district business in accordance with the laws in such cases made and provided. Payment shall only be made upon submission of proper documentation and receipts by the

Employee and approved by the Board of Education. Such expenses paid to the Employee shall not exceed those which are actual and necessary and those which are allowable in accordance with the laws of the State of Michigan in such cases made and provided.

15. FRINGE BENEFITS - Employee shall throughout the term of this agreement receive, as a matter of right, any and all additional fringe benefits at least equal to or better than those awarded to other employees pursuant to the collective bargaining process or otherwise determined by the Board of Education.

Such benefit improvement shall be effective for the Employee within thirty (30) days after awarded to any other employee within the school district and shall continue thereafter until the termination of this agreement.

Such benefit improvement shall incur to the benefit of the Employee without regard to any provision of this contract to the contrary notwithstanding.

16. PROFESSIONAL MEETINGS - The Superintendent shall attend appropriate professional meetings at the local, state, and national levels and shall be reimbursed for her expenses in connection therewith and for any other reasonable out-of-pocket expenses incurred on behalf of the Board.

17. INDEMNIFICATION - The Board agrees, as a further condition of this employment contract, that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, and legal proceedings brought against the Superintendent in her individual capacity, or in her official capacity as agent and Superintendent of the district, provided the incident arose while the Superintendent was acting within the scope of her employment or under color of authority of the Board. If, in the good faith opinion of the Board, a conflict exists as regards the defense to such claim between the legal position of the Superintendent and the legal position of the District, the Superintendent may engage legal counsel in which event the District shall indemnify the Superintendent for the cost of legal defense.

It is further agreed that the Board shall provide public liability insurance for the administrator to cover legal expenses in defense of claims and payment of judgments resulting from her functioning as Superintendent, and will reimburse her for any portion of such expense and judgments not covered by insurance.

18. TERMINATION FOR CAUSE - This contract can otherwise be terminated for cause in accordance with the following terms and conditions:

- The Board may terminate this contract at anytime for reasonable and just cause.
- In the event that the Board wishes to terminate the Employee for reasonable and just cause, it shall provide the said Employee with written charges specifying the reasons which constitute reasonable and just cause for termination.
- Thereafter, and within thirty (30) days after service of such notice, the Employee shall be entitled to have a meeting before the Board of Education to discuss the charges. At such meeting the Board of Education may be represented by its attorney and the Employee may be represented by her attorney.
- The purpose of such meeting is to specify the nature of such charges and for the Board of Education to make a formal determination that such charges have been proven and constitute reasonable and just cause for termination. The parties may also attempt to reach an amicable resolution of the allegations at that time.
- If the Board determines at such meeting that the charges if proven constitute reasonable and just cause for termination and they further wish to proceed with said charges, a formal hearing will be conducted. This hearing will be in executive or private session at the request of the

- Employee. Written notice of the time and place of the hearing with a statement of charges must be provided at least thirty (30) days prior to this hearing. The Employee may request that a bill of particulars be provided at least fifteen (15) days prior to the hearing.
- The Employee has the right to be represented by counsel, to hear and refute all testimony against her, to bring witnesses to testify on her behalf, and to cross-examine witnesses against her. This hearing is in addition to any rights for termination for cause granted by law and either party may exercise all legal remedies available to protect their respective interests.

In the event that the Board shall terminate the Employee's employment for any reason other than for the reasonable and just cause, the employee shall be entitled to receive her full salary for the entire term of this contractual agreement unless otherwise mutually agreed upon by and between the parties hereto.

IN WITNESS TO THE ABOVE AGREEMENT, the signatures of the contracting parties are hereto subscribed as of January 23, 2002.

BOARD OF EDUCATION  
ECORSE PUBLIC SCHOOLS

**AMENDMENT TO CONTRACT OF THE  
SUPERINTENDENT OF SCHOOLS**

The Contract of the Superintendent of Schools (the "Contract") dated the 23<sup>rd</sup> day of January, 2002, by and between The Board of Education of Ecorse Public Schools (the "Board"), whose offices are located at 4024 W. Jefferson in Ecorse, Michigan, and Superintendent Dr. Emma L. Epps (the "Superintendent"), is hereby amended, effective June 7, 2004, as follows.

**Subject Matter of the Amendment  
Term of Contract**

The term of this aforementioned contract shall be extended until June 30, 2008. Additionally, the parties agree that such term shall not be reduced except upon the mutual agreement of the Board and the Superintendent.

Additionally, the parties agree that the Board shall review the Contract as amended with the Superintendent on or before March 1, 2008 to officially determine whether or not it is to be extended or renewed.

Additionally, this Contract as amended shall only be terminated for just cause. Therefore this Contract shall only be terminated for a legitimate job related reason, as determined by a reasonable standard in light of the practices and policies of Ecorse Public Schools. Moreover, procedures for termination shall conform to the terms setforth in the non-amended portion of the Contract.

Furthermore, except as amended herein, all other terms and conditions setforth in the Contract shall remain the same for the amended duration of the agreement.

Therefore, as herein stated, the Contract dated January 23, 2002, is amended and shall remain in full force and effect until June 30, 2008, at which time the Contract may be either extended or terminated.

AMENDMENT TO CONTRACT OF THE  
SUPERINTENDENT OF SCHOOLS

The Contract of the Superintendent of Schools (the "Contract") dated the 23<sup>rd</sup> day of January, 2002, by and between The Board of Education of Ecorse Public Schools (the "Board"), whose offices are located at 4024 W Jefferson in Ecorse, Michigan, and the Superintendent Dr. Emma L. Epps (the "Superintendent"), is hereby amended, effective June 4, 2007, as follows.

Subject Matter of the Amendment  
Term of Contract

The term of this aforementioned contract shall be extended until June 30, 2013. Additionally, the parties agree that such term shall not be reduced except upon the mutual agreement of the Board and the Superintendent.

Additionally, the parties agree that the Board shall review the Contract as amended with the Superintendent on or before March 1, 2013 to officially determine whether or not it is to be extended or renewed.

Additionally, the Contract as amended shall only be terminated for just cause. Therefore this Contract shall only be terminated for a legitimate job related reason, as determined by a reasonable standard in light of the practices and policies of Ecorse Public Schools. Moreover, procedures for termination shall conform to the terms set forth in the non-amended portion of the Contract.

Furthermore, except as amended herein, all other terms and conditions set forth in the Contract shall remain the same for the amended duration of the agreement.

**Therefore, as herein stated, the Contract dated January 23, 2002, is amended and shall remain in full force and effect until June 30, 2013, at which time the Contract may be either extended or terminated.**

Linda S. Jackson 6/14/07  
President Date

Emma L. Epps 6-18-07  
Superintendent of Schools Date

Virginia Marting 6-14-07  
Vice President Date

Carol Salisbury 6/14/07  
Secretary Date

Glean Nipfr 6-14-07  
Treasurer Date

Monica George 6/15/07  
Trustee Date

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Trustee Date

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Trustee Date

AMENDMENT TO THE CONTRACT OF THE  
SUPERINTENDENT OF SCHOOLS

This Contract of the Superintendent of Schools (the "Contract") dated 30<sup>th</sup> day of March, 2010, by and between The Board of Education of Ecorse Public Schools (the "Board"), whose offices are located at 4024 W. Jefferson in Ecorse, Michigan, and the Superintendent Dr. Emma L. Epps (the "Superintendent"), is hereby amended, effective April 1, 2010, as follows.

Subject Matter of the Amendment

The superintendent volunteered to contribute \$20.00 per month towards medical insurance and \$5.00 for generic cost for prescriptions beginning April 1, 2010 through the end of the 2010-2011 school year.

The superintendent donated (volunteered) the \$3,500 (bonus) to the district for the 2009-2010 school year and the 1.5% salary increase (amount given to teachers) for the 2010-2011 school year.