

## AMENDED CONTRACT OF THE SUPERINTENDENT OF SCHOOLS

This Amended Contract of the Superintendent of Schools ("Agreement") is entered into by and between the Board of Education ("Board") of the Ecorse Public Schools ("School District") and Dr. Josha Talison ("Superintendent").

In consideration of the mutual promises set forth herein, the parties agree as follows:

1. **TERM OF AGREEMENT.** This Agreement shall be effective beginning July 1, 2020 and shall continue through June 30, 2025. Such term shall not be reduced except upon the mutual agreement of the parties except that this Agreement may be terminated in accordance with the termination clause hereafter set forth. The Board shall review this Agreement with the Superintendent annually, and may, on or before June 30 of each school year, take official action to extend this Agreement for an additional one (1) year and shall notify the Superintendent of its action in writing. If no action is taken by the Board on or before March 30, the Superintendent is hereby on notice pursuant to MCL 380.1229 that the Board has resolved that this Agreement shall not be renewed for an additional one (1) year period commencing July 1, 2023.

2. **TENURE.** The Superintendent is specifically excluded from continuing tenure in his position as Superintendent of Schools. The School District's decision to not continue the Superintendent's employment after the term of this Agreement, or re-employ him or her in any other capacity, will not be considered a breach of this Agreement.

3. **QUALIFICATIONS.** The Superintendent specifically represents and warrants that he or she possesses and shall continue to possess and maintain throughout the term of this Agreement the minimal qualifications required pursuant to the Revised School Code and all other applicable law to serve as a superintendent of schools.

4. **DUTIES.** The Superintendent shall perform such duties as are required by the Revised School Code of the State of Michigan and the regulations of the Michigan Department of Education and the policies of the Board. During the term of this Agreement the Superintendent shall have the executive management and administrative control of the School District and shall exercise this authority in accordance with the policies and regulations adopted by the Board. In accordance therewith the Superintendent shall have the following duties:

- a) Recommend to the Board, in writing, all teachers necessary for the successful operation of the school district.
- b) Staff discipline, including, but not limited to, disciplining of a teacher except with respect to discipline which by law must be imposed by the Board.
- c) Supervise and direct the work of the teachers and other employees of the Board.
- d) Classify and control the promotion of pupils within the school system.
- e) Recommend to the Board 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 annual written reports to the Board regarding matters pertaining to the

educational interests of the School District and make any other reports on behalf of the School District as required by the Board or by law.

- g) Assist the Board 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.
- h) Put into practice the educational policies of the State and of the Board.
- i) Assure student academic growth and achievement each year as measured by national, state, and local assessments.
- j) Generate revenues and other resources for the School District through grant funding and other sources.
- k) Develop and implement a plan to increase student enrollment.
- l) Propose a balanced annual budget each year and execute the annual operating budget as adopted and revised by the Board.
- m) Develop and maintain good working relationships with the Board, staff, parents, students, Business Leaders, Religious Leaders, Community leaders and the Community at large.
- n) Attend each meeting of the Board and upon request present his recommendations to the Board on any subject under consideration by the Board.
- o) Organize, reorganize, and arrange the administrative and supervisory staff, including instructional staff and staff administering the School District's business affairs, in a manner in which in the Superintendent's judgement best serves the interest of the School District.

5. OTHER WORK. The Superintendent may undertake other work during the term of this Agreement only upon approval of the Board not less than 30 days before the other work is undertaken and provided that the other work does not interfere with the time and effort necessary to perform his or her duties under this Agreement or constitute a conflict of interest. The Board hereby permits the Superintendent to continue serving as a part-time adjunct at the University of Michigan – Flint campus.

#### 6. COMPENSATION.

- a) The Superintendent's base salary shall be One Hundred Forty Thousand (\$140,000) Dollars for each full school year during the term of this Agreement. The Superintendent's base salary shall be paid in regular installments in accordance with the policy of the Board relative to the payment of other professional staff members in the school district.
- b) In addition to the base salary, the Superintendent may each school year receive additional compensation if the Board determines that the Superintendent has substantially met the duties specified in sections (i), (j) and (k) in Paragraph 4. Such additional compensation if conferred, shall annually equal, at a minimum, the amount

of Three Thousand Five Hundred (\$3,500) Dollars per each specified duty, for a total annual maximum additional compensation in the amount of Ten Thousand Five Hundred (\$10,500) Dollars.

- c) In addition to the base salary, Superintendent shall be eligible to earn additional pay for the additional work in attracting and retaining students. The Board will pay Superintendent if the District's FTE pupil count in October of the then-current school year is greater than the District's FTE pupil count in October of the previous year's count. The Superintendent will receive 2% of the increase in funding. 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 shall be paid in December of each contractual year, but only if Superintendent is employed by the Board at the time payment is due. The Superintendent will have the discretion to enter this amount into an annuity or cash payment. This section is to be considered a part of the Superintendent's compensation, therefore, it is considered additional remuneration for MPSERS reporting.
- d) In addition to the base salary and additional compensation described in Paragraph 6(a), (b) & (c) above, the Superintendent shall also receive fringe benefits and possible additional compensation as hereinafter set forth.

7. VACATION. The Superintendent shall be granted 25 paid vacation days per school year. Vacation days are not accumulative. If vacation days are not used during any school year, any unused vacation day will be considered lost and will not carry over to a subsequent school 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

8. RETIREMENT. Retirement contributions to the Michigan Public School Employees Retirement ("MPSERS") for the Superintendent are to be assumed by the Board during the term of this Agreement subject to any contribution required of the Superintendent by statute or MPSERS.

9. HEALTH INSURANCE. The School District shall pay for and provide the Superintendent with the same insurance benefits as currently provided to certified administrative employees of the School District.

10. LIFE INSURANCE. The Board will pay for and provide a group term life insurance policy with the face value of \$150,000.

11. ANNUITY PAYMENT. The Board shall annually pay to a 403(b) designated by the Superintendent a three-thousand (\$3,000.00) Dollar contribution to an annuity account held by the Superintendent. The contribution will be a non-elective employer paid contribution with no cash option given. Contributions are subject to 2020 IRS Section 415 limits as indexed.

12. MPSERS REIMBURSEMENT. The Superintendent and Board agree that all items under the compensation section of this contract are direct compensation for duties of the role as Superintendent and the District will pay all applicable MPSERS cost on these items. If, at any time, there is a reimbursement from the ORS for contributions made from wages in this contract, or reimbursements from the ORS not yet paid from previous contracts entered into between Ecorse Public Schools and Dr. Josha Talison, they will all be paid back (employer and employee) to Dr. Josha Talison through a section 403(b)/401(a) plan with no cash option given subject to 2020 IRS Section 415 limits as indexed.

13. MOBILE PHONE. The Board will provide and pay for a mobile cellular phone to be used by the Superintendent for School District business. The Superintendent will not be restricted from using the phone for his personal business as well but shall pay any charge for same.

14. SICK LEAVE. The Board will provide the Superintendent with one (1) day sick leave per month, per school year. Such sick leave shall be cumulative from month to month throughout the term of this Agreement. Upon the severance of the Superintendent or the termination of this Agreement, the Superintendent will receive compensation for one-half (1/2) of accumulated unused sick days. The rate of pay for accumulated unused sick days shall be computed at the daily rate of the fiscal year in which the Superintendent was last employed. In the event of the Superintendent's death, the payment shall be made to the Superintendent's beneficiary or estate, in the event that the Superintendent has failed to designate a beneficiary.

15. INJURY WHILE ON SCHOOL ASSIGNMENT. In the case of work-related incapacitating injury or illness for which the Superintendent is, or may be, eligible for workers compensation disability benefits under the Michigan Workers Compensation Law, the Superintendent may utilize sick leave credits to the extent of the difference between the Workers Compensation received and the Superintendent's base salary. In the case of work disabling injury to the Superintendent caused by an assault upon the Superintendent while in the performance of his or her duties, the Board will pay the full difference between the Worker's Compensation and the Superintendent's base salary, without requiring the Superintendent to use any sick days, at least until the end of the school year during which the injury occurred, or for a period of six (6) months, whichever is longer. This does not preclude the Board from deciding to extend such a leave on its own volition. Each case will be reviewed by the Board at the end of said period. The Board shall also provide to the Superintendent insurance coverage for short-term disability. In the event that the Superintendent becomes permanently incapacitated or is incapacitated for a period in excess of twelve (12) months, the Superintendent shall be covered by the benefits provided through the long-term disability insurance provided by the Board.

16. AUTOMOBILE ALLOWANCE. The Superintendent shall have use of the vehicle currently leased by the School District until such lease expires, at which time the Superintendent shall receive a monthly car allowance of Six Hundred (\$600) Dollars per

month during each contract month for the use of the Superintendent's personal vehicle in the performance of his or her duties.

17. EXPENSES. The Board shall reimburse the Superintendent his or her actual and necessary expenses incurred while on necessary School District business in accordance with the law. Payment shall only be made upon submission of proper documentation and receipts by the Superintendent and approval by the Board. Such expenses paid to the Superintendent shall not exceed those which are actual and necessary and those which are allowable in accordance with the law.

18. PROFESSIONAL MEETINGS. The Superintendent shall attend appropriate professional meetings at the local, state, and national levels and shall be reimbursed for his or her expenses in connection therewith. In the event any such expenses exceed Three Thousand (\$3,000) Dollars in any school year, prior Board approval shall be required.

19. INDEMNIFICATION. To the extent permitted by law, the Board shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, and legal proceedings brought against the Superintendent in his or her individual capacity, or in his or her official capacity as agent and Superintendent of the School District, provided the incident arose while the Superintendent was acting within the scope of his or her employment or under color of authority of the Board. If, in the good faith opinion of the Board, a conflict exists with regard to the defense to such claim between the legal position of the Superintendent and the legal position of the School District, the Superintendent may engage legal counsel in which event the School District shall indemnify the Superintendent for the cost of such legal defense.

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

20. TERMINATION. The Board may terminate this Agreement without liability hereunder for salary, pension contributions and/or fringe benefits, for any reason, including, but not limited to, an act or omission constituting moral turpitude or misconduct; the suspension or revocation of any required certification or the like; a failure to maintain the credentials and qualifications for the position of Superintendent as required by this Agreement; a less than effective evaluation of the Superintendent; an economic necessity; a violation of any of the terms, covenants, warranties or representations in this Agreement; the physical or mental disability of the Superintendent. "Disability" shall mean, unless otherwise prohibited by law, the failure to uphold any Board bylaw, policy or regulation, or the Superintendent's inability to perform the essential job duties and/or functions of his position, with reasonable accommodation, for more than an aggregate of one hundred twenty (120) days during the term of this Agreement.

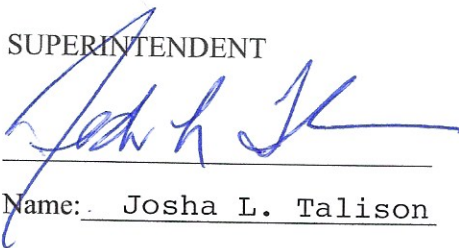
21. EVALUATION. Subject to applicable law and Board policy, the Board shall evaluate at least annually the Superintendent's performance and success in meeting stated goals as established by the Board. The Board and Superintendent will seek to annually establish mutually agreed upon goals. However, in the event the Board and Superintendent are unable to agree upon such goals, the Board will establish goals not inconsistent with the Superintendent's duties as described herein.

22. DISPUTE RESOLUTION. The Superintendent and the Board agree that, except as set forth in the final sentence of this paragraph, any and all claims, demands, actions and causes of action whatsoever, arising from or relating to the Superintendent's employment by the Board and the negotiation, execution and interpretation of this Agreement will be submitted to final and binding arbitration according to the American Arbitration Association's National Rules for the Resolution of Employment Disputes. The Superintendent or the Board may move for entry of judgment on such an arbitration award in any court of competent jurisdiction. This paragraph does not apply to a decision by the Board to terminate the Superintendent's employment as Superintendent of Schools or not to renew this Agreement, which decisions may not be submitted to final and binding arbitration.

23. SEVERABILITY. If any provision of this Agreement is prohibited under law that provision shall be unenforceable without invalidating the remaining provisions of this Agreement.

24. ENTIRE AGREEMENT. This Agreement is the parties' entire agreement and supersedes any other prior or contemporaneous agreement, written or verbal. This Agreement may not be modified except by written agreement by the parties.

SUPERINTENDENT

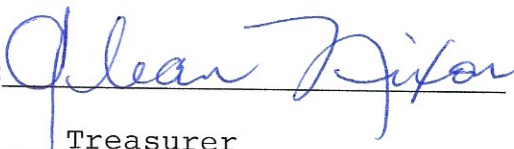
  
Name: Joshua L. Talison

Date: June 15, 2020

BOARD OF EDUCATION OF  
ECORSE PUBLIC SCHOOLS

By:   
Its: President

Date: June 15, 2020

By:   
Its: Treasurer

Date: June 15, 2020