

**EMPLOYMENT CONTRACT
BETWEEN
STEVEN MCGHEE
AND THE
HARPER WOODS BOARD OF EDUCATION
OF THE
HARPER WOODS SCHOOL DISTRICT**

This contract is made and entered into by and between the Harper Woods SCHOOL DISTRICT ("School District") and MR. STEVEN MCGHEE ("Superintendent").

The School District and the Superintendent hereby agree as follows:

1. **TERM.** The School District agrees to employ STEVEN MCGHEE as Superintendent of Schools for the Harper Woods SCHOOL DISTRICT for the period from July 1, 2018 to and including June 30, 2023.

The Board of Education, no later than the 31st day of March each year during the term of this contract, may extend the contract for an additional one-year period. In exercising this option, the Board of Education also shall establish the annual 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 Superintendent shall remind the Board of this responsibility in a timely matter.

2. **NOTICE OF NON-RENEWAL.** Unless the School District gives written notice of non-renewal of this contract to Superintendent at least 90 days before the contract's termination date or the termination date of any extension thereof, this contract will, without further action be automatically renewed for an additional one-year period as provided by Public Act 183 of 1979.

A. Superintendent shall advise the Board of Education of the provisions found in paragraph 2 above during the month of January of any year in which this contract or any extension thereof is due to terminate. Failure to provide notice shall act as an estoppel for any claimed damages by Superintendent arising out of the Board's failure to provided notice as required by PA 183 of 1979.

B. For any termination or non-renewal under this contract, Superintendent shall be provided with written notice of possible termination or non-renewal at least 30 days in advance of the School District's consideration of noQ--renewal or termination together with a written statement of the reasons the School District is considering termination or non-renewal.

3. **SALARY.** The annual salary for the 2017-18 school years shall be one-hundred and forty thousand dollars (\$140,000). For the following years of service rendered by the Superintendent, the School District shall fix the annual salary based upon, in its sole judgment, the evaluation of the Superintendent as provided in Section 12 below, and other relevant factors. Any adjustment in salary shall be in the form of a written amendment to this Agreement.
4. **BENEFITS.** The Superintendent will receive ten (10) work days of vacation beyond those days school is not in session during the academic year, those legal holidays recognized by contract with any twelve month employees of the District, and ten (10) sick days per year. Vacation may be used in the current or the next contract year. Vacation days not used are forfeited. Unused sick days may be accumulated per the terms of the contracts with other certified personnel. The Board President shall be advised, in writing, in advance of any vacation *longer than two days in duration* and shall annually be advised as to the cumulative total of sick and vacation days used.

Beginning in June 2018, upon informing the board president, the Superintendent may at his discretion have deducted from his sick and/or vacation bank up to 15 days annually and receive compensation for these days, days he will have worked, at a rate of 75% of his daily compensation rate. Additionally, upon separation from the district, the Superintendent is approved to receive compensation for up to 20 unused sick or vacation days. These days are also to be paid at a rate of 75% of the daily compensation rate.

The Superintendent will receive any other fringe benefits, including health insurance, provided to other administrators of the District. This is to include Board-paid life insurance policy equal to two (2) times his annual salary. The Superintendent shall pay 20% of his health care premium. The Superintendent will also receive a district owned cell phone that may be used for personal business and an annual automobile stipend of \$3,600 annually to be paid out at \$300 per month.

5. **CONDITIONAL INSURANCE OPT-OUT PROGRAM.** The Superintendent may elect not to have medical, dental, and vision insurance coverage provided by the School District. In the event the Superintendent elects not to be covered by the District-provided health care listed above, he shall be entitled to a payment equal to one-half (112) of the savings realized by the School District for single-person medical, dental, and vision insurance coverage, up to a maximum of five-thousand dollars (\$5,000), to be paid in monthly installments. The Superintendent may elect not to be covered by District-paid health care coverage only if:
 - (a) The Superintendent, and any member of Superintendent's Tax Family (Tax Family means the Superintendent and all other persons whom

Superintendent claims a personal exemption on his federal income tax return) receive minimum essential group health plan coverage during the plan year.

- (b) The Superintendent signs a waiver during the open enrollment period, by December 1 each year indicating that he does not wish coverage until the District's next open enrollment period.
- (c) The Superintendent will either (1) prove to School District that he and his Tax Family are not receiving individual coverage from any source, or (2) sign an Attestation of Group Coverage, which the School District will draft. In the Attestation of Group Coverage, the Superintendent will certify that the Superintendent and members of his Tax Family are receiving minimum essential group health plan coverage and are not receiving and will not receive individual coverage from any source.

Following compliance with (a), (b), and (c) above, the School District will make the monthly opt out payment on the first pay of the subsequent month that health care coverage is conditionally opted out. The Superintendent will be able to re-enroll in the District's medical plan only during Open Enrollment or during a Qualifying Life Event under the ACA. Re-enrollment shall occur as soon as allowable under the applicable insurance policy plan. Opt Out payments will not be paid for any months in which the Superintendent is covered under the District's medical plan.

- 6. **FUNERAL LEAVE.** The Superintendent shall be allowed three (3) paid consecutive working days funeral leave with benefits upon the death of any member of the family as follows: spouse, child, step-child, mother, father, sister, brother, mother-in-law, father-in-law, paternal and maternal grandparents, stepmothers, and stepfathers, for the purpose of fulfilling responsibilities in connection with the bereavement, provided that the Superintendent attends said funeral service. Unused funeral leave days are forfeited at the end of every school year.
- 7. **ANNUITY.** Starting in the 2018-19 school year, the Superintendent shall annually receive a tax-deferred annuity in the amount of four-thousand dollars (\$4,000).
- 8. **DUTIES.** The Superintendent agrees during the period of this contract, to faithfully perform his duties and obligations in such capacity for the District including, but not limited to, those duties required by the Revised School Code. He will act as an advisor to the Board on matters pertaining to the school administration or the District, and he will inform the Board of significant administrative action 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. He will faithfully and diligently fulfill all the duties and obligations incumbent upon him, including abiding by the Board's directives, as the Chief Executive Officer of the School District.

The Superintendent represents that he meets all Michigan requirements and the qualifications established by the Board of Education for this administrative position. The Superintendent agrees to perform the duties of the Superintendent in a competent and professional manner in compliance with the laws applicable to the school district and the bylaws, policies, and regulations adopted by the Board of Education.

Further, to support the continuous improvement of the district, it is agreed the Superintendent will complete annual evaluations of staff members in instructional, business or operations/facilities positions under his direct supervision including all members of the Administration Association. Staff members to be evaluated directly by the Superintendent will be identified to the Board of Education annually in the month of July. Written evaluations will be completed prior to the Superintendent's evaluation per board policy. An extension will be approved by the Board of Education should extenuating circumstances such as short/long term disability occur. These evaluations will be conducted using evaluation procedures and instruments implemented by the Superintendent, unless otherwise defined and/or restricted by contractual language representing either a collective bargaining agreement or an individual contract approved by the Board of Education. The determination of the evaluated employee's job performance as satisfactory or unsatisfactory resides exclusively within the responsibilities of the superintendent.

- 9. TERMINATION BY THE SCHOOL DISTRICT.** The Superintendent may be discharged and this contract terminated during its term at any time for cause. "Cause" shall include, but not be limited to, the following:
- A. Superintendent becomes legally disqualified to serve as superintendent, or otherwise fails to maintain the credentials and qualifications for the position as required by this contract;
 - B. Superintendent materially breaches any provision of this agreement applicable to him and such breach is not corrected within thirty (30) days after the Superintendent receives written notice thereof;
 - C. Superintendent, within any year of this contract, is prevented from rendering services or performing his duties due to illness, incapacity, or injury for a period of 120 work days;
 - D. Superintendent engages in conduct that constitutes just cause for termination. Just cause shall include, but is not limited to, any of the following:
 - a. Fraud, dishonesty, or other intentional misconduct either:
 - i. In the performance of Superintendent's duties and responsibilities pursuant to this agreement; or

- ii. Which has a material adverse impact on the School District, its officials, administrators, or the Superintendent.
- b. The use by Superintendent of alcohol drugs, or any other intoxicant or controlled substance, in such a manner as to impair his ability to perform his duties and responsibilities pursuant to this agreement in a competent and diligent manner or in such a manner which harms the reputation of the School District.
 - c. The Superintendent's arrest and binding over for trial or a plea of guilty or nolo contendere to a crime providing for a term of imprisonment.
 - d.
 - i. A pattern of neglect of persistent failure to perform the duties herein contained with respect to duties previously communicated to the Superintendent in writing by the Board of Education but only after the Superintendent has been provided notice by the Board of Education of its dissatisfaction with the performance of said duties and Superintendent has been provided a reasonable opportunity to correct his performance;
 - ii. Otherwise willful misconduct in connection with the performance of his duties hereunder.

No discharge under Section 9(D) shall be effective until written charges have been served upon him and he has an opportunity for a fair hearing before the Board after 10 days' notice in writing. Said hearing shall be public or private at the option of the Superintendent. At such hearing, he may have legal counsel at his own expense.

10. TERMINATION BY THE SUPERINTENDENT. The Superintendent may terminate this agreement by giving the Board of Education at least 120 days written notice of resignation.

11. DISCLOSURE. The superintendent will not arbitrarily or willfully withhold from the Board of Education of the School District, and will promptly report to the Board of Education of the School District, any communication, fact or information that or might, affect or be relevant to the concerns of the Board of Education.

12. EVALUATION. Annually, no later than the last day of January of each year during the term of this contract, the Board of Education shall review with the Superintendent his performance as Superintendent in accordance with Board policy. The Superintendent

shall remind the Board of this responsibility in a timely manner.

The Superintendent and the Board, or a sub-committee thereof, shall develop and/or adopt an evaluation model with student achievement, student growth and assessment data as significant factors and as well establish pay for performance guidelines. This contract incorporates by reference the superintendent evaluation provisions under state law, including the Revised School Code, Act 451 of 1976, as amended.

- 13. HOLD HARMLESS/INDEMNIFICATION.** The District agrees that it shall defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his individual capacity or in his official capacity as agent and employee of the District, provided that the incident arose while the Superintendent was acting within the scope of his employment and excluding criminal litigations.

The Board shall provide liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgments resulting from his functioning as Superintendent and will reimburse him 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.

- 14. DENIAL OF TENURE.** The Superintendent agrees that he shall not be deemed to be granted continuing tenure in his capacity as superintendent of the School District or in any other administrative or non-classroom position within the District. The Superintendent also agrees that in no event shall the failure of the School District to continue or to reemploy him in any capacity other than as a classroom teacher be deemed a discharge or demotion within the provisions of the Teacher Tenure Act.

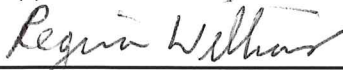
- 15. MEMBERSHIP DUES.** The School District shall pay the cost of the Superintendent's annual membership dues to the Michigan Association of School Administrators and the American Association of School Administrators, as well as other appropriate state, county and/or local professional organization. National membership shall be subject to Board approval.

- 16. PROFESSIONAL ACTIVITIES.** The Superintendent shall be encouraged to attend appropriate professional meetings at the local, state, and national levels. Costs of attendance shall be paid by the School District in accordance with Board policy. The Superintendent shall receive approval from the Board of Education prior to traveling overnight or attending meetings on a national level.

- 17. MILEAGE REIMBURSEMENT.** On condition that the Superintendent follows the District's policy on mileage reimbursement, the District shall reimburse the Superintendent for miles driven in the performance of his duties using his personal automobile at the rate set by the Internal Revenue Service.

- 18. ADMINISTRATIVE ORGANIZATION.** The Superintendent may, upon the prior approval of the Board of Education, organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, which in his judgment best serves the School District.
- 19. SEVERABILITY.** Any provision of this Agreement prohibited by the laws of the United States or the State of Michigan shall be ineffective to the extent of such provision only without invalidating the remaining provisions of this Agreement.
- 20. TERMINATION OF AGREEMENT.** During the term of this Agreement, the School District and the Superintendent may mutually agree to terminate this contract.
- 21. MODIFICATIONS TO AGREEMENT.** This Agreement contains the entire agreement of the parties hereto, and may not be altered, modified or rescinded by any prior or contemporaneous statement or understanding of either such party, or any person on their behalf; this Agreement may be amended, modified, rescinded or otherwise altered during its term only by an express written "Modification", denominated as such, and signed by each of the parties hereto.
- 22. DISPUTE RESOLUTION.** In the event of a dispute between the parties relating to any provision of this Agreement, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this Agreement, the parties hereby agree to submit such to binding arbitration and that all claims be asserted within 180 days of when the claim arose. Such arbitration shall be conducted under the labor arbitration rules of, and administered by, the American Arbitration Association. The arbitrator's fee and the expense of the American Arbitration Association shall be shared equally by the parties. All parties are entitled to have representation of their own designation; however each party shall be responsible for the costs of respective representation.

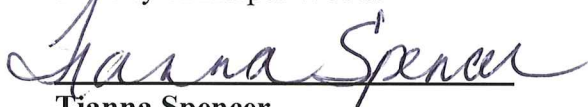
IN WITNESS THEREOF, the parties have caused this agreement to be executed on the date(s) indicated below.



Regina Williams
President
Board of Education
School District of
the City of Harper Woods



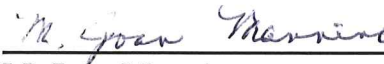
Angela Fenderson
Vice President
Board of Education
School District of
the City of Harper Woods



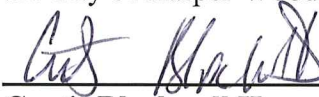
Tianna Spencer
Secretary
Board of Education
School District of
the City of Harper Woods



Kayetta Holly
Trustee
Board of Education
School District of
the City of Harper Woods




M. Joan Mannino
Treasurer
Board of Education
School District of
the City of Harper Woods



Curtis Blackwell II
Trustee
Board of Education
School District of
the City of Harper Woods



Arius Webb
Trustee
Board of Education
School District of
the City of Harper
Woods



Steven McGhee
Superintendent of Schools
School District of the City of Harper Woods



Date

ADDENDUM TO SUPERINTENDENT'S CONTRACT 2018 - 2019

Harper Woods School District

Health Insurance Offset - Opted Out as Savings to District

Cost of Annual Health Insurance - \$22,043.76

Modification to Compensation - Health Insurance Offset

1. 1. TERM. The School District agrees to employ Steven McGhee as Superintendent of Schools for the HARPER WOODS SCHOOL DISTRICT for the period from **July 1, 2018 and including June 30, 2023.**

3. SALARY . The annual salary for the 2018 - 2019 school year shall be one-hundred and forty thousand dollars (**\$140,000**).

4. BENEFITS. Add monthly automobile stipend for use at **\$300 per month.**

Cost of Adjustment:

Salary \$5,000

Automobile Stipend \$3,600

Total Cost of Health Insurance Offset:

Health Insurance Cost per Family - \$22,043.76

Adjustment Cost for 2018-19 Contract - 8,600.00

Net Savings Returned to School District. \$13,443.76