

SUPERINTENDENT EMPLOYMENT AGREEMENT

-between-

MADISON DISTRICT PUBLIC SCHOOLS BOARD OF EDUCATION

-and-

PATRICIA PERRY

This Agreement is made and entered into by and between the Madison District Public Schools (hereinafter referred to as the “District”) and Patricia Perry (hereinafter referred to as the “Superintendent”).

The District and the Superintendent hereby agree as follows:

1. **Employment and Term.** The District hereby employs the Superintendent as its Superintendent of Schools for the term set forth in this Agreement. Subject to the parties’ right to terminate this Agreement as set forth in this Agreement, the term of this Agreement will begin November 7, 2022, and end on June 30, 2025, unless otherwise agreed by the parties in writing.

2. **Work Year.** Except in the first year of this Agreement (2022-2023), for which the Superintendent is working a partial year as set forth herein, the Superintendent shall perform her duties over the full twelve (12) months of the District’s fiscal year of July 1 to June 30, less applicable, vacation, leave and holidays.

3. **Tenure.** The Superintendent will not have or acquire tenure as Superintendent of Schools or in any other administrative or assigned capacity. The District’s failure to continue Superintendent’s employment after the term of this Agreement, or re-employ her in another capacity, will not be considered a breach of this Agreement.

4. **Duties.** The Superintendent represents and warrants that she is able, and will continue to be able, to serve as the District’s Superintendent of Schools in a competent and professional manner in compliance with applicable laws, policies and regulations adopted by the Board and as otherwise directed by the Board. She further represents that she possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the provisions of Sections 1246 and 1536 of the Revised School Code, the regulations of the Michigan Department of Education, and those required by the Board of Education to serve in the position assigned. The Superintendent agrees, as a condition of her continued employment, to meet all certification and continuing education requirements for the position assigned, as are and may be required by law or by the Michigan Board of Education. If at any time the Superintendent fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this Agreement shall automatically terminate and the Board shall have no further obligation hereunder.

The Superintendent agrees to devote her talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. The Superintendent agrees to faithfully perform those duties assigned by the Board of Education and

to comply with the directives of the Board of Education with respect thereto. The Superintendent further agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations, and by the Board of Education, to carry out the educational programs and policies of the District during the entire term of this Agreement. The Superintendent agrees to devote her business time, attention and services to the diligent, faithful and competent discharge of her duties on behalf of the District to enhance the operation of the District and agrees to use her best efforts to maintain and improve the quality of the programs and services of the District.

Among the Superintendent's duties are expected attendance at all Board of Education meetings and requested committee meetings, attendance and reasonable participation in substantially all District functions, or, on occasion, other civic activities having relation to the District's interests within the District's community. Furthermore, the Superintendent shall prepare the agendas for each Board of Education meeting in accordance with Board policy, and forward same to each member of the Board. The Superintendent shall report to the Board information which would, or might, affect or be relevant to the business of the District. The Board collectively and individually shall refer promptly all complaints and suggestions called to their attention to the Superintendent for study and recommendation.

The Superintendent, as part of her duties, shall supervise the preparation of the annual budget and recommend a balanced budget to the Board of Education.

5. **Evaluation.** The Board of Education shall evaluate the Superintendent in writing each school year. The Board of Education and Superintendent shall meet annually by April 1 to discuss and determine performance standards and goals for the following school year and review the evaluation instrument. In the event that the Board and Superintendent cannot agree on performance goals, the Board shall determine said goals. The evaluation shall address and be based, at least in part, upon the Superintendent's meeting the performance standards and goals established and agreed upon. The evaluation will be held by December 31.

6. **Liability Insurance.** The Superintendent shall be provided, at District expense, the same level of liability insurance coverage (basic and errors and omissions) as is or may hereafter be provided to the Board of Education and its members in connection with the performance of her duties as Superintendent.

7. **Compensation.**

A. **Salary.** The District shall pay the Superintendent as remuneration for her services a salary, prorated by days worked in the fiscal year, at a rate based on an annual base salary of \$150,000 until June 30, 2023; \$153,000 starting July 1, 2023. The base salary shall increase at a rate of two and a half percent (2.5%) over the prior year's salary amount at the beginning of each year of the term and other components of her annual remuneration may be increased from time to time based on the economic conditions of the District by written addendum to this Contract agreed to and signed by each of the parties hereto. A significant factor in determining compensation shall be the job performance of the Superintendent, consistent with Section 1250 of the Revised School Code, and job performance standards and goals mutually established annually by the Board of Education and

the Superintendent. Payments made to the Superintendent under this Agreement shall be payable consistent with the customary payroll practices of the District. All payments under this Agreement shall be subject to such withholding and deductions as may be required pursuant to applicable laws, government regulation, District policy or order, or by written agreement with, or the written consent of the Superintendent.

B. Fringe Benefits. The Board shall provide the Superintendent with the following benefits:

i. In June of each year of this Agreement, the District shall make, on behalf of the Superintendent, an annual contribution equivalent to three percent (3%) of the Superintendent's base salary for the given school year to a tax-sheltered annuity ("TSA") plan of her choosing from the District's approved list of TSA providers, if any, or at the reasonable election of the Superintendent. If the Superintendent's employment terminates prior to the end of the school fiscal year, the District's annual contribution shall not occur in that year.

ii. Sick Days shall be accumulated at the rate of ½ day per pay, up to a maximum of twelve (12) days per year. In case the Superintendent does not use all sick days by June 30 of the year earned they shall carry over into the next year not to exceed six (6) days.

iii. The Superintendent shall receive six (6) personal days to be used at her discretion, provided such use does not interfere with District operations. Personal days may not be accumulated.

iv. The Superintendent shall receive twenty-five (25) paid days of vacation time per year. The Superintendent may elect to accumulate up to 40 unused vacation days which, with the approval of the Board of Education, which shall not be unreasonably withheld, will be paid at the current daily rate upon resignation or retirement. In the case that the Superintendent does not use all earned vacation days by June 30th of the year earned, up to 10 vacation days may carry over into the next year not to exceed 40 days. The Superintendent may request to cash in up to 10 vacation days on June 30, annually, with approval of the Board.

v. The Superintendent shall be entitled to paid leave for the following holidays: July 4, Labor Day, Thanksgiving, Friday following Thanksgiving, December 24, December 25, January 1, Good Friday, Memorial Day and any other holiday designated by the District.

vi. Reimbursement for business related mileage costs at the current applicable IRS rate for mileage incurred driving her own car on District business except to and from work. The Superintendent shall be required to provide the District an itemized account of the above reimbursed

expenses in accordance with Board policy for federal income tax reporting purposes.

vii. Medical, optical, dental, Insurance consistent with the benefits outlined under Board Policy and the Open Enrollment provisions of the District's health care plan.

viii. Funeral Leave on the same basis as other administrative staff.

ix. The District will pay or reimburse the Superintendent for reasonable and appropriate professional organizations and activities for which she has obtained advanced Board approval and consistent with Board policy.

8. **Expenses.** The District will pay or reimburse Superintendent for expenses incurred on behalf of the District that are approved by the District's Board of Education President.

9. **Technology.** The District will provide Superintendent with a suitable laptop computer and cellular telephone as needed for District business and incidental personal use. Upon termination of employment, those devices will be turned in to the District's designee, with memory and SIM cards intact. By way of clarification, this means that neither device shall be reset to factory defaults, and all documents, emails, texts and data of any type on both devices will be and remain intact upon turn-in.

10. **Indemnification.** The District will defend and indemnify Superintendent in the event she becomes a party or is threatened to be made a party to any threatened or pending civil action for acts or omissions within the scope of her employment as Superintendent of Schools. The Superintendent will immediately notify the Board of Education of any request for defense or indemnification. The Board and the District have the right to conduct the defense of any civil action for which the Superintendent requests defense or indemnification, and the Superintendent will fully cooperate with the Board and the District in such defense. This paragraph survives the expiration of this Agreement.

11. **Termination.** The Superintendent may terminate this Agreement, for any or no reason, by providing the Board's President with 60 days written notice. Through June 30, 2024, the Board of Education may terminate this Agreement for just cause. Following June 30, 2024, the Board of Education may terminate this Agreement, for reasons that are not arbitrary or capricious, by providing the Superintendent with 60 days written notice, and/or immediately upon written notice for misconduct rising to the level of moral turpitude as defined by Black's Law Dictionary.

12. **Choice of Law.** This Agreement, and the rights and obligations of the parties hereto, shall be interpreted and construed in accordance with the laws of the State of Michigan. It is agreed that Oakland County is the proper venue for any disputes arising under this Agreement as written.

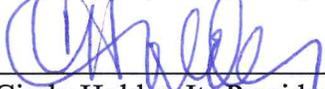
13. **Limitation of Action.** Notwithstanding the foregoing, any action or suit by the Superintendent concerning anything related to the employment relationship with the District shall be commenced within six (6) months of the occurrence of said alleged cause of action. The Superintendent hereby waives any statute of limitations granting a greater time to bring said claim. Any claim not commenced within six (6) months of the alleged cause of action shall be barred. For purposes of this subparagraph, the term “commenced” means “filing a summons and complaint with the court having jurisdiction or filing written complaint or charge with the appropriate administrative agency.”

14. **Binding Arbitration.** The Superintendent and the District 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 with the District and the negotiation, execution and interpretation of this Agreement will be submitted to final and binding arbitration before a single arbitrator according to the American Arbitration Association’s National Rules for the Resolution of Employment Disputes. The Superintendent or the District 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 or the District not to renew this Agreement, which decision may not be submitted to final and binding arbitration. The parties concur that this provision shall not be construed an “employer sponsored plan”

15. **Entire Agreement.** This Agreement is the parties’ entire agreement and supersedes any other prior or contemporaneous agreement or understanding, written or verbal. This Agreement may not be modified or rescinded except by another written agreement, signed by both parties and approved by the Board in a public meeting. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

16. **Breach.** In the event of a breach on the part of either party to this Agreement, nothing contained herein shall be construed to render the obligations of either party under this Agreement null and void.

**BOARD OF EDUCATION OF THE
MADISON DISTRICT PUBLIC SCHOOLS**

By: 
Cindy Holder, Its President

Date: 1-9-23

By: 
Barbara Kastle, Its Secretary

Date: Jan 9, 2023
Crystal Beaver

SUPERINTENDENT

Patricia Perry,

Date: 1-9-2023