



July 29, 2020

Jared Key
Education Policy Intern
Mackinac Center of Public Policy
jaredkey@mackinac.org

Re: Freedom of Information Act Request – Request Granted

Dear Mr. Key:

Beecher Community School District (the “District”) received your Freedom of Information Act (“FOIA”) request dated July 9, 2020, sent and received via electronic mail, on July 9, 2020. Please note that under Section 5(1) of the Freedom of Information Act (“FOIA”), a request made by electronic mail is not considered received by the District until one (1) business day after the electronic transmission is made. MCL 15.235(1). Therefore, pursuant to MCL 15.235(1), Beecher Community School District is considered to have received your FOIA request dated July 9, 2020 on July 10, 2020.

Under Michigan law, a public body has five (5) business days from the date of receipt of a FOIA request for public records to respond to the request. MCL 15.235(2). Since your request was received on July 10, 2020, the District must respond by July 17, 2020.

Request

Pursuant to the Michigan Compiled Laws Section 15.231 et seq., and any other relevant statutes or provisions of your agency's regulations, I am making the following Freedom of Information Act request:

Please provide the superintendent's contract for the most recent year.

Please send the electronic materials to Jaredkey@mackinac.org.

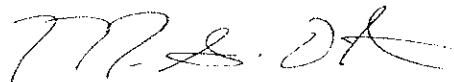
Please notify me of the cost prior to filling this request. If any of this request is denied, I request that you specify all the legal exemptions which you believe justify your withholding of the information. I further request that these reasons identify which document or portion of a document is not provided.

Your prompt attention to this Freedom of Information request is appreciated.

Response

The district has granted your request and payment has been received. Per your FOIA request, the information has been emailed to mdavenport@hayschools.org. Should you have any questions, please feel free to contact me at (810) 591-9200 or via email at mdavenport@hayschools.org

Sincerely,



Dr. Marcus G. Davenport
Superintendent

MD/tas

Sent via email

File:FOIA Request Response-J. Key-Superintendent's Contract for the Most Recent Year Detail 07292020

**BEECHER COMMUNITY SCHOOL DISTRICT
CONTRACT OF EMPLOYMENT
SUPERINTENDENT**

It is hereby agreed by and between the Board of Education of the Beecher Community School District (hereinafter "Board") and Marcus Davenport (hereinafter "Superintendent") that pursuant to Section 1229(1) of the Revised School Code, the Board in accordance with its action found in the minutes of its meeting held on November 15, 2017, has and does hereby employ Marcus Davenport for the period commencing on December 4, 2017 and ending on June 30, 2020 according to the terms and conditions as described and set forth herein as follows:

1. Administrative duties shall be performed by the Superintendent as prescribed by the Board and as may be established, modified and/or amended from time to time by the Board. Superintendent acknowledges the ultimate authority of the Board with respect to his responsibilities and directions related thereto.
2. Superintendent represents that he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Department of Education, and those required by the Board to serve in the position assigned. Additionally, Superintendent agrees, as a condition of his continued employment, to meet all continuing education requirements for the position assigned, as are and may be required by law and/or by the State Board of Education. If at any time Superintendent fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned and required herein, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.
3. Superintendent agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Superintendent agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, Superintendent agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board to carry out the educational programs and policies of the School District during the entire term of this Contract. Superintendent agrees to devote substantially all other business time, attention and services to the diligent, faithful and competent discharge of his duties on behalf of the School District to enhance the operation of the School District and agrees to use his best efforts to maintain and improve the quality of the programs and services of the School District.
4. The Superintendent shall be subject to reassignment and transfer during the duration of this contract; provided however, that the reassignment and transfer cannot be made for arbitrary or capricious reasons and Superintendent shall be provided all rights and benefits of this contract in the new assignment for its duration.

5. The Superintendent shall not be deemed to have in the District tenure as Superintendent or tenure in any other administrative position.
6. If, at any time, the Superintendent fails to maintain the credentials and qualifications for the position of superintendent as required by this contract, the contract shall automatically terminate. The Superintendent may not be discharged nor this contract terminated for reasons that are arbitrary and capricious. The foregoing standards for termination of this contract during its term shall not be applicable to non-renewal of this contract at the expiration of its term, which decision is discretionary with the Board of Education.

It is further agreed that prior to any dismissal by the Board of Education, the Superintendent shall have the right of written charges, notice of hearing and a fair hearing before the Board of Education. If the Superintendent so chooses, he may be accompanied by legal counsel at the hearing, said legal expenses to be paid for by the Superintendent. Any hearing before the Board of Education will be public unless a private hearing is requested by the Superintendent.

7. Whenever any civil action has been or shall be brought against the Superintendent arising out of and in the course of the performance of his lawful and constitutional duties under this contract, the Board shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting therefrom. The Board will arrange for and maintain appropriate insurance to cover all such damage, losses and expenses.
8. The Board agrees to pay the Superintendent for the performance of this contract at the annual rate of \$120,000 per full fiscal year (July 1 through June 30). The annual salary shall be paid in 26 equal biweekly installments and will be prorated for 2017-18.

The Board hereby retains the right to increase the annual salary of Superintendent during the term of this Contract, and shall revisit and discuss yearly a salary increase. Consistent with the provisions of Section 1250 of the Revised School Code, Superintendent's job performance and job accomplishments will be significant factors in determining any adjustment to Superintendent's compensation. Any increase in salary made during the term of this Contract shall be in the form of a written amendment and when executed by Superintendent and the Board, shall become a part of this Contract. No salary adjustment shall be less than the previous year's salary.

9. The Board will evaluate the Superintendent's performance annually and in writing, using an evaluation instrument with multiple rating categories, that takes into account data on student growth as a significant factor, and that is mutually agreeable, provided that the Board will establish the evaluation instrument and criteria in the absence of agreement. The Board will grant a request by the Superintendent to meet to discuss his written

evaluation in closed session. The Superintendent will meet with the Board on a quarterly basis to provide a report on performance categories covered by the evaluation tool.

10. In the event of Superintendent's mental and/or physical incapacity to perform the duties of his office, he shall be granted an initial leave of ninety (90) work days for purpose of recovery. The Superintendent shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the ninety (90) work day period to be unpaid. Health plan premium payments shall be made on behalf of the Superintendent during this interval to the extent required by law. Upon utilizing leave under this provision, Superintendent shall furnish medical certification to the Board (or its designee) respecting the necessity for the leave.

If the Board (or designee) has reason to doubt the validity of the medical certification supplied by the Superintendent, it may require a second opinion, at Board expense. The Superintendent may request a ninety (90) work day unpaid leave extension in the event of his physical and/or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is a verified prognosis that Superintendent will be able to resume his duties at the conclusion of the extended leave interval. Medical certification shall be supplied by Superintendent as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

If Superintendent is unable to or does not resume work at the conclusion of any leave taken under this paragraph (or any extension thereof), his employment and this Contract may be terminated at the option of the Board. However, no such termination shall occur where restoration after leave is required by the Family and Medical Leave Act.

Prior to resumption of duty after an unpaid leave of absence for a serious health condition, Superintendent shall provide to the Board a fitness for duty certification from Superintendent's health care provider. A second opinion may be required by the Board, at its expense, unless the securing of the second in this context is precluded by the Family and Medical Leave Act.

11. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third-party administrator, the Board shall make premium payments (80-20 basis for health insurance) on behalf of Superintendent and his eligible dependents and be provided the same health, dental, term life (Superintendent only), vision and long-term disability insurance provided to other administrators employed by Board.
12. The Board reserves the right to change the identity of the insurance carrier, policyholder or third-party administrator for any of the above coverages, provided that comparable coverage, as determined by the Board, is maintained during the term of this Agreement. The Board shall not be required to remit premiums for any insurance coverages for Superintendent and his eligible dependents if enrollment or coverage is denied by the

insurance underwriter, policyholder or third-party administrator. The terms of any contract or policy issued by any insurance company or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. Superintendent is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The Board, by remitting the premium payments required to provide the above-described insurance coverage(s), shall be relieved from all liability with respect to insurance benefits.

13. The Superintendent is entitled to the following holidays for which no service to the School District is required: Independence Day, Labor Day, Thanksgiving, the Friday following Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King Day (if school is not in session), Good Friday, and Memorial Day.
14. The Superintendent is entitled to twenty (20) days of vacation annually, exclusive of legal holidays, to be pro-rated for partial fiscal years. Vacation days must be used within the fiscal year in which they are earned or by August 31 of the next fiscal year. Up to five (5) unused vacation days per year may be redeemed for per diem compensation at the superintendent's discretion. Vacation days shall not be accumulated.
15. Superintendent shall be entitled to twelve (12) sick days and two (2) personal business days to be used throughout the school year. Sick days shall accumulate to one hundred days.
16. The Superintendent shall attend appropriate professional meetings at the local, state and national levels and shall be reimbursed for his expenses in connection therewith. Board preapproval is required for any meeting that would put the annual expenses over \$2,000 in this category. Superintendent will always make Board aware of any meetings out of state. The Superintendent shall be eligible to be reimbursed for travel, meals, lodging in accordance with per diem expense and reimbursement standards and procedures established by the Board. Superintendent shall be required to present an itemized account of his reasonable expenses in accordance with direction of the Board or its designee.
17. This Contract contains the entire agreement and understanding by and between the Board and Superintendent with respect to the employment of Superintendent and no representations, promises, contract or understandings, written or oral, not contained herein, shall be of any force or effect. All prior agreements pertaining to, connected with or arising in any manner out of the employment of Superintendent by the Board, are hereby terminated and shall hereafter be of no force or effect whatsoever. Provided, that this contract is voidable pursuant to the provisions of the Revised School Code pertaining to criminal records checks.

No amendment to or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board reflected in its minutes, and signed by

Superintendent and the President and Secretary of the Board. No valid waiver or any provision of this Contract, at any time, shall be deemed a waiver of any other provision of this Contract at such time or at any other time.

18. If any provision of this Agreement becomes or is declared by a Court of competent jurisdiction to be illegal, unenforceable or void, this Contract shall be in full force and effect without said provision(s).
19. The District will provide the Superintendent with a cellular telephone and laptop computer, association dues for organizations that are relevant to his job title.
20. **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.
21. The Board of Education, no later than June 30 of 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 Board of Education in its sole discretion and with or without cause may decline to extend this contract for an additional year.
22. If for any reason the Superintendent intends to vacate his job, he must give the Board a sixty (60) day written notice.

IN WITNESS WHEREOF the parties hereto set their hand this date.

FOR THE BOARD OF EDUCATION:

BY THE SUPERINTENDENT:

Reginald P. Mays
President

[Signature]
Superintendent

Ann Sun. Walk
Secretary

11-15-17
Date