

**SOUTHFIELD PUBLIC SCHOOL DISTRICT
CONTRACT OF EMPLOYMENT
SUPERINTENDENT OF SCHOOLS
*Dr. Jennifer Martin-Green***

THIS CONTRACT is made and entered into the City of Southfield, Michigan, effective the 1st day of July 2020, by and between the Southfield School District, a Michigan Public School District (hereinafter the "School District") and Dr. Jennifer Martin-Green (hereinafter "Dr. Green" or "Superintendent").

IT IS AGREED:

- 1. Employment:** The School District hereby employs the Superintendent, and the Superintendent agrees to work for the School District for a term commencing on July 1st, 2020, and ending on June 30, 2024, subject to all covenants and conditions of this Contract.

- 2. Duties:** The Superintendent agrees to serve the School District and perform the duties in her capacity as Superintendent as directed by the Board of Education for the school District and as required by the Revised School Code. The Superintendent further agrees to obey and fulfill the policies, rules and regulations as established by the Board of Education of the School District and to carry out its programs and policies during the entire term of this Contract. The Superintendent agrees to devote her full-time, skill, labor and attention to this employment, and to perform faithfully the duties of Superintendent as directed by the Board of Education, or as otherwise required by law, or the dictates of prudent judgement as an educator and the Superintendent of the School District.

The Board of Education acknowledges the Superintendent has the right to organize and re-organize the District's Administrative staff through recommendations for the hiring and termination of all District employees and recommendations for the recruitment and placement of administrative staff for purposes of executing the 2018-2023 School District's Strategic Plan and the successor Strategic Plan.

The Superintendent shall prepare the agenda for each Board of Education meeting in consultation with the President of the Board or his/her designee, and submit same to each member of the Board, along with her recommendations and supporting documentation on each agenda item, sufficiently in advance of each meeting.

- 3. Salary:** The Superintendent's base annual salary shall be One Hundred Eighty-Five Thousand Dollars (\$185,000) paid in equal installments in accordance with the policy of the Board of Education governing payment

of other certified administrative personnel employed by the School District. The School District shall be authorized to make such payroll deductions as shall be required by law or authorized by the Superintendent. The Superintendent's salary may be renegotiated, but in the absence of mutual agreement will not be less than her base salary of \$185,000. In the event of the contract with the Southfield Education Association (SEA) provides for an increase in the SEA salary schedule, the same percentage increase will be provided to the Superintendent's base salary throughout the 2020-2024 school years. In the event that SEA negotiates a salary reduction, the Superintendent and the District agree to re-open the salary provision of this Contract of Employment.

4. Work Year: The Superintendent shall perform her duties over the full fifty-two (52) weeks of the School District's fiscal year, less applicable vacation, leave and holidays. She shall be expected to attend meetings of committees she establishes, when appropriate; to attend meetings of the Board of Education and its committees and fully participate with the opportunity to provide reports if requested by the Board; and to attend and actively participate in School District functions and other civic activities having relation to the School District's interests within the Southfield/Lathrup community, in her discretion as her schedule and professional obligations allow. The time expended in attending such meetings and activities has been taken into account in setting the aforesaid compensation, and thus, no additional compensation shall be forthcoming for such attendance.

5. Tenure Exclusion: It is expressly agreed that the Superintendent shall not be deemed to be granted continuing tenure in her capacity as Superintendent, or in any administrative capacity by virtue of this Contract of Employment.

6. Evaluation: During the term of this Contract, the Superintendent's performance shall be reviewed by the Board of Education annually, but by no later than **December 31** as mandated by MCL 380.1249 and MCL 380.1249b. The Parties agree that the Superintendent's annual performance review does not preclude the Board of Education from providing constructive feedback to her during the normal course, but said feedback shall neither constitute, nor serve as a formal review.

The Superintendent's annual performance evaluation shall be based on an evaluation tool that is developed in collaboration with the Board of Education and Superintendent, and shall take into account multiple rating categories that shall be identified and formulated in accordance with applicable law.

The results of the annual evaluation will be considered by the Board of Education in a closed session, at the option of the Superintendent, as permitted by law. The Board further agrees to create a summary evaluation to which the Superintendent shall have the right to respond, either orally or in writing, as she so chooses. Upon completion of the annual evaluation, the Board shall consider a one year renewal/extension of this Contract, and to the extent possible and/or practicable, shall take formal action on that consideration during the same meeting the annual evaluation is formally approved/adopted by the Board.

Should the Board rate the Superintendent's annual performance as "Effective" or "Highly Effective", a lump sum merit bonus in the amount of Five Thousand Dollars (\$5,000.00) (minus all applicable deductions) shall be paid to the Superintendent at the time of the next scheduled payroll period in accordance with Board policy. The Superintendent shall neither be eligible, nor shall she receive, a merit bonus (as described herein) if she is rated Minimally Effective or Ineffective during her annual performance evaluation.

7. Certificate: The Superintendent represents that she possesses, and that she shall possess and maintain, throughout the life of this Contract, the educational qualifications required by law and by the administrative regulations of the Michigan Department of Education in order to qualify for the position of Superintendent.

8. Conflict of Interest: The Superintendent shall faithfully serve the School District and be regardful of its interests during the term of this Contract, and thereafter, to the extent required by this Contract and/or by law, except that should any provision of this Section on Conflict of Interest be determined to be inconsistent with the law, the law shall prevail. The Superintendent will not directly or indirectly acquire or otherwise possess any interest adverse to that of the School District. In the event that a question arises as to whether a given interest is in conflict with the interests of the School District, the Superintendent shall make full disclosure of same to the Board of Education, for its review and disposition, which disposition shall be controlling and complied with by the Superintendent.

It is further agreed that the Superintendent shall not make use of, for purposes of securing personal advice, the services of the accountants, attorneys, or other professionals/consultants regularly retained by the Board of Education for providing services to the School District.

9. Other Work: The Superintendent shall devote her time, skill, labor and attention exclusively to the direction and supervision of the District and

shall not, during the term of her employment under this Contract, be engaged in any other business activity without the written approval of the Board of Education, the same not to be unreasonably withheld. The Superintendent may prepare for, engage in, and do follow-up work with respect to consultative work, speaking engagements, writing and lecturing during her vacation, leave and holiday periods so long as the same is not determined by the Board of Education to be detrimental to the well-being of the District. However, an exception to the "other business activity" rule for purposes of scheduling includes educational organizations like MASA, MASB, such speaking engagements and attendance at professional conferences will be allowed during District hours as it is believed educational organizations provide continued development of good will for the District. The Superintendent shall provide, for information purposes only, and not by way of seeking permission, notice to the Board of Education of any such consultative work, speaking engagements, writing and learning undertaken during her vacation, leave, weekends and holiday periods. The Board of Education acknowledges any intellectual property created by the Superintendent during her vacation, leave and holiday periods relevant to writing or consultative work are owned solely by the Superintendent.

10. Long-Term Disability: Should the Superintendent be unable to perform the duties and obligations of this Contract, by reason of illness, accident or other causes, and such disability exists for a period of more than one hundred eighty (180) calendar days, the Board of Education, at its option, may terminate this Contract whereupon the respective rights, duties and obligations of the Parties shall thereby terminate. Likewise, if it is immediately determinable that such disability is permanent, irreparable, or of such a nature as to make the continued performance of the Superintendent's duties improbably, the Board, at its option, may forthwith terminate this Contract, whereupon the respective rights, duties and obligations of the Parties shall thereby terminate. This provision shall not in any way derogate from any long-term disability benefit that may apply by operation of other provisions of this Contract. The Superintendent shall be provided with long-term disability benefits for seventy percent (70%) of income, with a Ten Thousand Dollar (\$10,000) per month limitation after a ninety (90) day waiting period in accord with the conditions and provisions of the insurance carrier.

11. Vacation: The Superintendent shall receive twenty-five (25) days of vacation annually, exclusive of Saturdays, Sundays and legal holidays, such days to be prorated for any partial year under this Contract. Vacation days shall be taken at the Superintendent's discretion, but shall be approved by the Board president and shall not be taken at a time where it will interfere or impinge upon the operations of the District. To the extent the

Superintendent does not use all allotted vacation days during a given annual year, the Superintendent shall be entitled to have up to seven (7) days rollover to the following school year, and she will also receive an annual payment of up to seven (7) unused days at a per diem rate of Seven Hundred Eleven Dollars and Fifty-Four Cents (\$711.54).

12. Retirement and Resignation: The District will pay into the Michigan Public Employees' Retirement System (MPSERS) the percentage contribution which the District is mandated by law to pay on behalf of its employees who are member participants. In addition, the District will pay twenty-five percent (25%) of the Superintendent's contributions to MPSERS. After five (5) years of service as Superintendent, the District agrees to pay the Superintendent a payment of Two Hundred Dollars (\$200) per each remaining unused "annual leave day" (as defined in Section 15, herein), up to a maximum of seventy-five (75) days upon retirement or resignation.

13. Transportation: The Board shall provide the Superintendent with a monthly automobile allowance of Seven Hundred Dollars (\$700).

14. Insurance Benefits: The District shall provide the Superintendent the following Insurance Benefits, at the Superintendent's choice: MESSA/PAK A or MESSA/PAK B, including medical, dental and vision coverage. The Superintendent acknowledges that this benefit may be modified or changed, from time to time, by the Board and that, in so doing, that will alter these conditions and benefits. It is, moreover, acknowledged by the Superintendent that such potential modifications or changes may reduce the level of benefits which these conditions and benefits will afford to her. Such modifications or changes shall not occur to the Superintendent unless the same are made to the contracts of Administrators in the District.

During the term of this Contract, the Superintendent shall have one medical/physical examination each year, for which shall be paid by the District. A copy of the report from the examination, or a certificate certifying the fitness of the Superintendent to perform her job duties, shall be provided to the Board President or Secretary as soon as it is available following the examination. The result of the annual examination shall be maintained in confidence to the fullest extent permissible by law. This provision for one medical/physical examination each year does not abrogate or otherwise affect the District's right to request medical confirmation of absences due to sickness or accident beyond ten (10) days per fiscal year.

The Board agrees to provide a life insurance policy to the Superintendent with benefits of three (3) times the Superintendent's base salary as specified in Section 3, above. The Superintendent shall have the

right to name the policy beneficiary or beneficiaries. Upon termination of the Superintendent's employment, and if permitted under the terms of the governing policy and rules of the carrier, the Superintendent, within her sole discretion, shall be permitted to continue said policy at her expense.

15. Annual Leave Days: The fifteen (15) leave days will be available July 1 of each given school year. Such days may be used for personal illness, family illness, religious holidays, bereavement and personal days. Personal days, however, are limited to three (3) days per school year. Any unearned annual leave days taken in advance of being earned will be deducted from the Superintendent's final paycheck at the time of termination.

16. Liability Insurance Coverage: The District shall provide errors and omissions insurance coverage for the Superintendent in connection with defending claims for injuries to persons or property allegedly caused by the Superintendent's negligence, arising during the course of her employment and while she was acting within the scope of her employment. The limitations and other provisions of such coverage shall be equal or substantially the same as that provided to Board members for claims of a similar type and nature. This provision shall apply where the Superintendent is the plaintiff, or where the suit or proceeding involves the Superintendent's allegations that the District has violated the terms of this Contract.

17. Tax-Deferred or Other Annuity and Deferred Compensation Agreement:

A. The District shall annually purchase for the Superintendent, a non-forfeitable annuity which shall qualify as a tax shelter annuity within Section 403b of the Internal Revenue Code of 1986, in an amount totaling and not to exceed Eighteen Thousand Dollars (\$18,000). Such amount shall be in addition to the base compensation amount set forth in Paragraph 3 herein. The Superintendent agrees that she is familiar with the form and substance of annuity contract or contracts to be purchased by the District for her pursuant to this paragraph, and that such annuity contract or contracts meet with her approval. The Superintendent acknowledges that this Contract has been made at their request and that she receives this benefit in addition to her annual base salary of One Hundred Eighty-Five Thousand Dollars (\$185,000). This additional sum of \$18,000 annually is provided to the Superintendent with the understanding that the District assumes no liability whatsoever with respect to the tax consequences or retirement benefit consequences to Superintendent which may result from this annuity purchase agreement.

B. Additionally, at any time during the term of this Contract, the Superintendent may enter into a deferred compensation agreement with the District, for any compensation not yet earned in the form of a Salary Reduction Agreement provided said deferred compensation agreement complies with §457 of the Internal Revenue Code of 1986, as amended.

18. Salary Continuation for Short-Term Disability: In the event that, during the term of this Contract, the Superintendent were to contract an illness/sickness or suffer an injury as a result of an accident such that she was disabled from continuing her duties as Superintendent, and in the event that the Superintendent had used all "Annual Leave Days" available to her under Paragraph 15 above; and regardless of whether Superintendent's employment has been terminated under Paragraph 10 herein, the District shall provide a short-term salary continuation plan as follows:

Disability Period Following Commencement of Disability	Percentage of salary to be continued
First 180 (calendar days)	100%
Over 180 (calendar days)	0%

Provided that the District may elect to purchase insurance coverage for all or a portion of such salary continuation obligation, the proceeds from which shall be received by the Superintendent in offset of said obligation.

19. Paid Holidays: The Superintendent shall be entitled to paid leave for the following holidays: Independence Day, Labor Day, Thanksgiving, Friday following Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King Day, Good Friday, the Monday following Easter, and Memorial Day.

20. Longevity: The Superintendent shall not be entitled to any longevity payment.

21. Indemnification: The District agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all suits, countersuits, actions and legal proceedings brought against the Superintendent in her capacity, or in her official capacity as an agent and employee of the District, provided the incident arose while the Superintendent was acting within the scope of her employment. The District shall provide public liability insurance to cover legal expenses in defense of claims and payments of judgment resulting from her functioning as Superintendent and will reimburse her for any portion of such expenses, settlements and judgments not covered by insurance. In no case will

individual members of the Board of Education be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, action and legal proceedings.

22. Totality of Terms/Suspending Prior Contracts: This Contract contains all of the terms agreed upon by the Parties with respect to the subject matter of this Contract and supersedes all prior contracts, arrangements and communications between the Parties concerning the Superintendent's employment relationship with the District, whether oral or written.

23. Termination of Contract: The Board shall be entitled to terminate the Superintendent's contract at any time during the term of this Contract for any reason based on performance which is not arbitrary and capricious including, but not limited to, moral turpitude, incompetency, or inefficiency. The Board shall provide requisite notice of termination to the Superintendent in accordance with applicable provisions of the Revised School Code. The Board also agrees to ensure that said notice will be in writing and an opportunity for a hearing before the Board shall also be provided. In the event of termination of employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

It is further acknowledged and agreed that the Superintendent may terminate this Contract by giving the Board of Education at least sixty (60) days written notice of resignation.

24. Seniority Following Termination - In the event this Contract is terminated by the Board of Education, or the Superintendent's employment is otherwise terminated, she shall be afforded such applicable right, if any, as she may have under the Michigan Teachers' Tenure Act to employment as a teacher; and to the extent not in conflict with the law or the teachers' collective bargaining agreement she shall be afforded seniority based on her most recent date of hire by the District, such date being June 20, 2018.

26. Severability: If any provision or segment of this Contract shall be determined by a court of competent jurisdiction to be unlawful and/or unenforceable, then such provision or segment shall be deemed to be severed from the remainder of the Contract and the Contract shall otherwise be in full force and effect.

27. Professional Growth and Dues: The Board of Education shall pay for the Superintendent's participation in approved professional growth activities related to the duties of the Superintendent of Schools. The Board shall also pay the Superintendent's membership dues for the American Association of School Administrators, the Michigan Association of School Administrators' Region in which the District is located, the National Association of Black School Educators and the African American Superintendents Association, as well as other professional organizations deemed appropriate by the Superintendent and the President of the Board of Education.


28. District Cell Phone: The Board of Education shall pay for and provide a cell phone for the Superintendent to be used for District business.

DATE: 08/04/2020




Dr. Jennifer Martin-Green, Superintendent
Southfield Public School District

DATE: 08/04/2020



Charles A. Hicks, President
Southfield Board of Education

DATE: 8/4/2020



Leslie Love Smith, Secretary
Southfield Board of Education