

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 Board of Education (the "Board of Education" or "Board") of the Harper Woods School District ("School District" or "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 March 1, 2024 to and including June 30, 2028. This Contract shall terminate on June 30, 2028. In order for the transition to be optimized for the successor Superintendent, the Board has the right to hire the Superintendent as a consultant for a period of up to one (1) year after the termination of this Agreement, upon a mutually agreed salary. If written notice of nonrenewal of the contract of a superintendent is not given at least 90 days before the termination of the contract, the contract is renewed for an additional 1-year period. Superintendent acknowledges that he has no expectation of employment by the School District beyond that date. The decision whether to renew or not to renew the contractual relationship is solely within the discretion of the Board of Education for the School District.

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 the Revised School Code.

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 provide notice as required by the Revised School Code.

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 non-renewal or termination together with a written statement of the reasons the School District is considering termination or non-renewal.

3. **RESIDENCY.** The Superintendent is required to reside within twenty (20) miles of the District's boundaries as allowed by MCL 15.602(2).

4. **SALARY.** The annual salary for each of the contract school years shall be *Two-Hundred Fifty Thousand Dollars* (\$250,000.00). Any adjustment in salary shall be in the form of a written amendment to this Agreement. The salary to be paid the Superintendent should he work less than a full school fiscal year, shall be that pro rata portion of the full school fiscal year that the Superintendent actually renders service. Superintendent shall be expected to attend meetings of the Board of Education and committees and to attend and participate in School District functions, and on occasion, other civic activities having relation to the School District's interests within the community serviced by the School District. The time expended in attending such meetings and activities has been taken into account in setting salary and, thus, no additional compensation shall be forthcoming for such activity.

In addition to the base salary, the Superintendent will be paid a monetary stipend in the amount of two percent (2%) of the state aid revenue (student state aid foundation allowance) generated by the school of choice students brought in by the Superintendent with the approval of the Board and certified during the fall student enrollment count procedure by the Department of Education certification. This stipend will be paid in one lump sum payment during the spring enrollment certification process, during the month of March. Consistent with the provisions of Section 1250 of the Revised School Code, the Superintendent's job performance and job accomplishments will be significant factors in determining any adjustment to the Superintendent's compensation, which shall remain in the Board's exclusive discretion.

5. **BENEFITS.** The Superintendent will receive ten (10) workdays 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 March 2024, upon informing the board president, the Superintendent may at his discretion have deducted from his sick and/or vacation bank up to fifteen (15) days annually and receive compensation for these days, days he will have worked, at a rate of seventy-five percent (75%) of his daily compensation rate. Additionally, upon separation from the district, the Superintendent is approved to receive compensation for up to twenty (20) unused sick or vacation days. These days are also to be paid at a rate of seventy-five percent (75%) of the daily compensation rate.

The Superintendent will receive all other fringe benefits, except health insurance. This is to include Board-paid life insurance policy equal to two (2) times his annual salary. The Superintendent will also receive a district owned cell phone that may be used for personal business and an annual automobile stipend of One Thousand Dollars (\$1,000) per month. The Superintendent will also receive a Living/Housing Expense Allowance Stipend of Two Thousand Five Hundred Dollars (\$2,500.00) per month.

The Superintendent will receive a Two Thousand Dollars (\$2,000) merit pay stipend if he receives an "effective" rating on his annual evaluation during the term of his employment contract, consistent with Revised School Code Section 1250. If Superintendent McGhee receives a "highly effective" rating on his annual evaluation during the term of his employment contract, consistent with Revised School Code Section 1250, he will receive a Four Thousand Dollars (\$4,000) merit pay stipend for that school year.

6. CONDITIONAL INSURANCE OPT-OUT PROGRAM. The Superintendent elects not to have medical, dental, and vision insurance coverage provided by the School District in exchange for receiving the Living/Housing Expenses Allowance Stipend described in paragraph 5.

Following compliance with paragraph 5 above, the School District will make the monthly stipend 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. Stipend payments will not be paid for any months in which the Superintendent is covered under the District's medical plan.

7. 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, stepchild, 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.

8. ANNUITY. The Superintendent shall annually receive a stipend annuity in the amount of Seven Thousand Five Hundred Dollars (\$7,500), which Superintendent will deposit in an annuity account of his choice qualifying under Section 403(b) of the Internal Revenue Code.

9. QUALIFICATIONS. Superintendent represents that he has and will continuously maintain the educational qualifications, administrator certification(s) and continuing education required by the Michigan Revised School Code, including Sections 1246 and 1536 thereof, and any applicable rule or regulation of the Department of Education or any successors thereto, relative to the position of superintendent of schools throughout the life of this Contract. If at any time the Superintendent fails to maintain all certificates, credentials, continuing education requirements and/or qualifications assigned as required herein, this Contract shall automatically terminate, and the Board shall have no further obligation hereunder.

10. RETIREMENT. The School District shall assume full costs of the Employer to the Michigan Public School Employees Retirement System ("MPERS") on behalf of the Superintendent, as may be required and/or permitted by law.

11. **DISABILITY.** Should the Superintendent be unable to perform the duties and obligations of this Contract by reason of illness, accident or other causes, he shall immediately notify the Board of Education. If 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 becomes determinable within the one hundred eighty (180) calendar days that such disability is permanent, irreparable or of such nature as to make the continued performance of Superintendent's duties improbable, 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 benefits that apply by operation of other provisions of this Contract.

12. **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.

The Superintendent is allowed to provide consulting services outside of the District, as long as the consulting services do not interfere with his Superintendent duties and do not infringe on his availability and performance in the District.

14. **CONFLICT OF INTEREST.** Superintendent will faithfully serve the School District and be regardful of its interest during the term of this Contract, to the extent required by this Contract and by law. 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 may reasonably exist as to whether a given interest or potential interest of the Superintendent is in conflict with the interests of the School District, 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 Superintendent.

15. **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 and the Revised School Code;

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 one hundred twenty (120) workdays;

D. Superintendent engages in conduct that constitutes just cause for termination. Just cause shall include, but is not limited to, any of the following:

1. Fraud, dishonesty, or other intentional misconduct either:

a. In the performance of Superintendent's duties and responsibilities pursuant to this agreement; or

b. Which, in the sole and exclusive determination of the District has an adverse impact on the School District, its officials, administrators, or the Superintendent.

2. 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.

a. 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.

b. In any of these following circumstances:

1. 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;

2. Otherwise, willful misconduct in connection with the performance of his duties hereunder.

No discharge under Section 15(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 ten (10) days' notice in writing. Said hearing shall be public or private at the option of the Superintendent which may be held in closed session at the Superintendent's request as allowed by the Open Meetings Act. At such hearing, he may have legal counsel at his own expense. In the event of termination by the Board following the hearing, this Contract shall automatically terminate, and the Board shall have no further obligation hereunder.

The foregoing standards for termination of this Contract during its term shall not be applicable to non-renewal of this Contract pursuant to Section 1229 of the Revised School Code at the expiration of its term, which decision is discretionary with the District.

In the event of termination of this Contract by the Board, there should be a severance package negotiated commensurate with the number of years left in the contract, the Superintendent's option for a transition period as a consultant for the district so that the transition period is most efficient and in the best interest of the students and staff, and also the just cause or lack thereof for the termination. In the event that the contract is not terminated for cause, the remaining balance for the years left in the contract under this agreement should be paid to the Superintendent.

16. TERMINATION BY THE SUPERINTENDENT. The Superintendent may terminate this agreement by giving the District at least one hundred twenty (120) days written notice of resignation.

17. DISCLOSURE. The superintendent will not arbitrarily or willfully withhold from 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.

18. BOARD MEETINGS. Among other duties, Superintendent shall prepare the agenda for each Board of Education meeting in consultation with the President of the Board or the President's delegate and forward same to each member of the Board of Education, along with his recommendations and supporting documentation on each agenda item, sufficiently in advance of the meeting so that each member can assimilate such information prior to the meeting.

19. 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.

20. 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 individually Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings. The Board shall have the right to appoint the attorney and conduct the defense of any such claim or action. If, in the opinion of the Board, the Superintendent fails to fully cooperate in the defense of any claim or action, then this provision of defense, indemnify and save harmless shall become null and void. This paragraph survives the termination and expiration date of this contract.

21. 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 Teachers' Tenure Act.

22. 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.

23. **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.

24. **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.

25. **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.

26. **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.

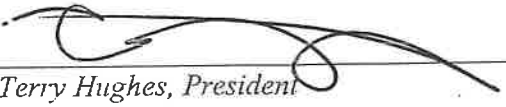
27. **TERMINATION OF AGREEMENT.** During the term of this Agreement, the School District and the Superintendent may mutually agree to terminate this contract.

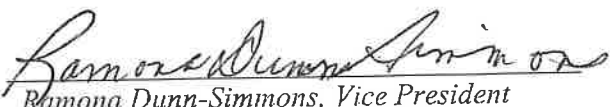
28. **MODIFICATIONS TO AGREEMENT.** This Agreement contains the entire agreement of the parties hereto, and may not be altered, modified or rescinded by any prior or contemporaneous statement or understanding of either such party, or any person on their behalf; this Agreement may be amended, modified, rescinded or otherwise altered during its term only by an express written "Modification", denominated as such, and signed by each of the parties hereto.

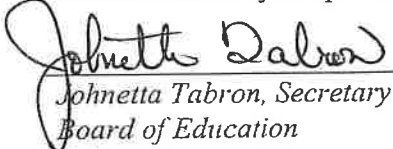
29. **DISPUTE RESOLUTION.** In the event of a dispute between the parties relating to any provision of this Agreement, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this Agreement, including but not limited to, any claim arising under State or Federal civil rights statutes, other statutes, State or Federal constitutions or common law, the claim or claims must be brought within one hundred eighty (180) days of when the claim arose in arbitration. The District and the Superintendent waive any longer limitations period. 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. Michigan courts shall have jurisdiction to enforce this arbitration agreement and to render judgment on an award entered pursuant thereto. Michigan law shall govern this agreement and the sole and exclusive remedy under this agreement shall be monetary damages for any alleged breach. No equitable relief of any kind, including reinstatement, may be granted for any violation of this agreement, except as necessary to pay a monetary award granted pursuant to binding arbitration. The scope of the arbitrator's authority is limited exclusively to the issue of whether a breach of contract occurred and, if so, the measure of monetary damages, which

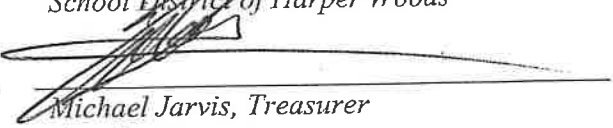
shall not be greater than the value of the salary and benefits remaining at the time of the alleged breach. The arbitrator has no authority to reinstate in the event of a termination of employment. The parties acknowledge that this agreement to submit claims to arbitration is authorized by the Michigan Arbitration Act, MCL 600.5001 et. seq. and constitutes a clear and knowing waiver of the right to adjudicate all legal claims in a court of law.

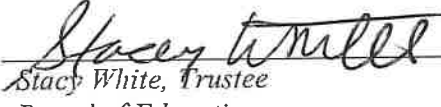
IN WITNESS THEREOF, the parties have caused this agreement to be executed on this date, 19th day of March, 2024.

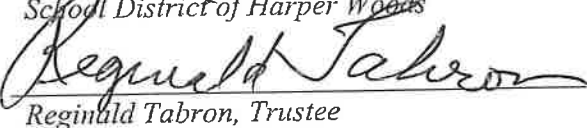

Terry Hughes, President
Board of Education
School District of Harper Woods

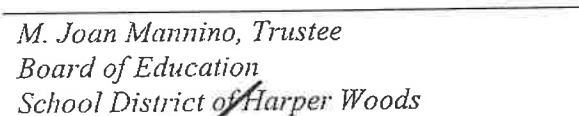

Ramona Dunn-Simmons, Vice President
Board of Education
School District of Harper Woods



Johnetta Tabron, Secretary
Board of Education
School District of Harper Woods


Michael Jarvis, Treasurer
Board of Education
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Stacy White, Trustee
Board of Education
School District of Harper Woods


Reginald Tabron, Trustee
Board of Education
School District of Harper Woods


M. Joan Mannino, Trustee
Board of Education
School District of Harper Woods


STEVEN M. MCGHEE
Superintendent
School District of Harper Woods