

BRIDGEPORT SPAULDING COMMUNITY SCHOOLS SUPERINTENDENT CONTRACT

THIS CONTRACT is entered into on 29th day of June 2020, between the Board of Education of the Bridgeport Spaulding Community School District, referred to as the "Board" and Mark A. Whelton referred to as " Superintendent" or " Administrator" in this contract.

1. **TERM.** This contract shall take effect on July 1, 2020 and continue in force through June 30, 2024 subject to extension and early termination as provided in Sections 2, 4 and 12, respectively.

2. **DUTIES.** Administrator represents that he will at all times possess and maintain all certificates, credentials and qualifications required by law, the Michigan Department of Education regulations, and the Board of Education to serve in the position assigned. Administrator shall be enrolled in a program leading to certification as a school administrator as required under section 1536 of the Revised School Code not later than 6 months after he begins employment with the Board. The Administrator agrees, as a condition of his continued employment, to maintain all certification and meet continuing education requirements for the position assigned, as are and may be required by law or by the Michigan Board of Education. The Administrator shall advise the Board of Education as to the status of his certification and continuing education annually. If at any time the Administrator fails to either obtain and maintain all certificates, credentials, continuing education requirements, or qualifications for the position assigned as required by law and this Contract, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

The Administrator agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. The Administrator 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 Administrator 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 School District during the entire term of this Contract. The Administrator agrees to devote substantially all of his 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.

3. **EVALUATION.** Annually, the Board of Education shall review with the Administrator his performance as Superintendent as required by MCL 380.1249 and MCL 380.1249b using an evaluation instrument with multiple rating categories, one that takes into account data on student growth as a significant factor and established performance goals, and one that is mutually agreeable and in compliance with the above mentioned laws.

4. **EXTENSION.** The is contract may be extended either by option of the Board of Education or by operation of law, as follows:

- A. **Board Option.** Upon completion of the formal evaluation in the second year of employment and annually thereafter, the Board of Education shall consider a one-year extension of this contract and take formal action on that consideration by no later than 30 days following the completion of the evaluation. In exercising this option, the Board of Education also shall establish the annual salary to be paid to the Administrator 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.
- B. **Operation of Law.** Unless the Board of Education gives written notice of non-renewal of this contract to the Administrator at least 90 days before the contract's termination date, this contract will, without further action, be automatically renewed for an additional one-year period as provided by Section 12291 of the Revised School Code. The Superintendent shall advise the Board of Education of this obligation in January if the contract terminates at the end of that school year, and the Board shall conduct the evaluation of the superintendent prior to March 30 of that year.

5. **TENURE EXCLUSION.** This contract does not confer tenure upon the Administrator in the position of Superintendent or any other administrative position in the district.

6. **COMPENSATION.** The Board of Education shall pay to the Administrator an annual salary of One Hundred and twenty-four thousand Dollars (\$124,000) plus a 2% increase for each year of the contract. The Board of Education retains the right to adjust the salary during the continuation of this contract, but an adjustment shall not reduce the annual salary below this amount. The work year is fifty-two (52) weeks, July 1 to June 30. The annual salary shall be paid equal installments beginning with the fiscal and contract year of July 1 to June 30.

7. **INSURANCE BENEFITS.** During the term of this contract, the Administrator shall receive the current health, dental, vision, prescription drug and LTD insurance plans in place that are offered to full-time, professional administrative staff along with the opportunity to participate in Flexible Spending Accounts if offered by the District. The Board retains the right to change carriers and levels of insurance benefits on the same basis as changed for other administrative staff. The Administrator' s contribution shall be subject to payroll deduction. If the Administrator opts out of health insurance, he shall receive \$200 per month unless his spouse works for the district in which case, he and the spouse are eligible for one health insurance package and no cash in lieu.

8. **OTHER BENEFITS.** Other benefits afforded to the Superintendent shall be as follows:

- a. **Mileage Reimbursement.** The Superintendent shall be reimbursed at the IRS rate for miles driven outside the County required in the performance of his official duties during his employment under this Contract to a maximum of \$250 per month. The Superintendent will seek pre-approval from the Board of Education for reimbursement of mileage expenses beyond the maximum.
- b. **Sick and Personal Days.** If the Superintendent is absent from duty on account of personal illness or disability, he shall be allowed full pay for a total of fifteen (15) days per contract year. Unused paid leave hereunder shall be cumulative to a maximum of 140 days. Sick leave may be used in accordance with policies established by the Board. Accumulated sick days beyond fifty (50) will be paid at the rate of \$25.00 a day on leaving the district. Five (5) personal days will be granted per year and any unused days may not be carried over.
- c. **Life Insurance.** The District will also pay the premium for a term life insurance policy on the Superintendent's life with a death benefit of \$200,000.00. The Superintendent is responsible for completion of all forms and requirements needed to receive the above--described insurance coverage. The District, by payment of the premiums required to provide this benefit described in this sub-paragraph, will be relieved from all liabilities with respect to the benefits provided. The failure of an insurance company to provide a benefit or benefits, for any reason, will not result in any liability to the District and will not be considered a breach by the District of this or any other agreement.
- d. **Vacation and Holidays.** The Superintendent shall be provided with twenty (20) vacation days on an annual basis (July 1-June 30). Vacation days shall be used by August 31 of the following fiscal year granted. Vacation days shall be granted at the beginning of the fiscal year, but they accrue at the rate of 1/12th of the allotment of vacation days per month. In the event that the Superintendent resigns or the contract is otherwise terminated prior to the end of the fiscal year, vacation shall be prorated. The Superintendent shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the school district and shall notify the Board President. The Superintendent is also entitled same paid holidays as central office staff for which no service to the School District is required.
- e. **Bereavement Leave.** The Superintendent shall be entitled to four (4) bereavement days with pay for time lost from work due to the death of his or

his partner's mother, father, spouse, child, grandparent, grandchild, brother, sister, or his current mother-in-law, father-in-law, sister-in-law, brother-in-law, or any person who is a regular member of the Administrator's household. These days are deducted from sick leave days.

- f. **Liability Coverage.** The Superintendent shall be covered under the District's Comprehensive General Liability Policy.
- g. **Payment of Professional Dues.** The District will pay annual membership dues for professional associations such as the Michigan Association of School Administrators, and others, as approved by the Board to a maximum of \$2500 per year.
- h. **Cell Phone.** The District shall provide the Superintendent a cell phone in accordance with District policy.
- i. **Annuity.** Upon completion of the formal evaluation in the second year of employment, the Board shall consider making a non-elective employer contribution in an amount it deems appropriate to a Section 403(b) tax-sheltered annuity for the Superintendent as remuneration for services rendered.

9. **PROFESSIONAL DEVELOPMENT.** The Board expects the Superintendent to continue his professional development and expects him to attend appropriate professional meetings at the local and state level and the expenses of said attendance to be incurred by the School District. The Superintendent shall request prior Board approval for any national or international event attendance and travel.

10. **PHYSICAL EXAMINATION.** As a condition precedent to the duties and obligations under this contract, the Superintendent agrees to have a comprehensive medical examination and to provide the Board of Education with a doctor's verification indicating the physical competency of the individual to perform the duties of the position. Thereafter, the Superintendent agrees to have a comprehensive medical examination at any point wherein there is a legitimate basis to question his fitness for duty. The Superintendent agrees to supply the Board of Education with a doctor's verification of such, as previously specified. It is agreed that the doctor's verification shall be treated as confidential information by the Board of Education.

11. **DISABILITY** Should the Superintendent be unable to perform any or all of the duties outlined herein by reason of illness, accident, or other causes beyond the individual's control for period in excess of their accumulated sick leave and unused vacation time, the Board of Education may in its discretion make a proportionate deduction from the salary hereinbefore stipulated. If such a disability continues for more than one year or if said disability is permanent, irreparable, and of such a nature as to prevent performance of essential job duties, the Board of Education may, at its option,

terminate this agreement whereupon the respective duties, rights, and obligation hereunder shall terminate. Death of the superintendent terminates this contract.

12. **TERMINATION.** The Board shall be entitled to terminate the Superintendent's contract at any time during the term of this contract when it determines that the Superintendent has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, if Superintendent materially breaches the terms and conditions of this Contract, or for other causes that are not arbitrary or 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.

13. **RESIDENCE.** The Superintendent agrees to maintain his residence within twenty (20) miles of the district borders for the term of this agreement and any extensions.

14. **RELOCATION ALLOWANCE.** The Board shall pay up to \$2500 for expense incurred by the Superintendent to relocate from his present residence to a residence within the district borders upon presentation of receipts to the business office prior to June 30, 2019. Relocation allowance is limited to a single use.

15. **RESIGNATION.** The Superintendent agrees to give ninety (90) days written notice to the Board of his intention to terminate this agreement.

16. **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.

17. **ENTIRE CONTRACT.** This Contract constitutes the sole and entire existing agreement between the parties. It supersedes and cancels all prior contracts, all prior practices, whether oral or written, and expresses all obligations and restrictions imposed upon the Board and the School District. Provided, that this contract is voidable pursuant to the provision of the Revised School Code pertaining to criminal history background checks and unprofessional conduct checks. In order to be valid and binding, all changes and modifications to the Agreement shall be in writing, approved by the Board of Education and signed by the Administrator and the Board of Education.

18. **GOVERNING LAW.** This Agreement is governed by the laws of the state of Michigan.


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

FOR THE BOARD OF EDUCATION:

BY THE SUPERINTENDENT:



Patrick Nelson, President



Mark A. Whelton, Superintendent

7-9-2020

Date

6-30-2020

Date



Dempsey Allen, Secretary

6-29-2020

Date