

CONTRACT OF EMPLOYMENT

Superintendent of Schools

It is hereby agreed by and between the **Board of Education** of the **Whitehall District Schools** (hereinafter "Board") and **Jerry McDowell** (hereinafter "Administrator") that pursuant to Section 1229(1) of the Revised School Code, the Board in accordance with its initial action found in the minutes of its meeting held on the 17th day of June, 2019 has and does hereby continue to employ the said Administrator for a four (4) year period from July 1, 2019, and ending on June 30, 2023, according to the terms and conditions as described and set forth below.

The Board shall evaluate Administrator's performance annually, not later than April 30th of each year, using a mutually acceptable process, and shall on or before May 30th of each ensuing year, take official action determining whether or not the Administrator's contract is extended for an additional year. The Board shall notify the Superintendent of its action in writing. If no action is taken by the Board, the contract shall be deemed to have been extended for an additional year.

1. Duties and Qualifications

Administrator shall perform the duties of Superintendent as prescribed by the Board and as may be established, modified and/or amended from time to time by the Board. Administrator acknowledges the ultimate authority of the Board with respect to his/her responsibilities and directions related thereto. Administrator represents that he/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 to serve in the position assigned. Administrator agrees, as a condition of his/her continued employment, to meet all certification and 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 Administrator fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, the Board may require compliance within sixty (60) days or a mutually agreed upon means of compliance.

2. Acceptance of Employment

Administrator hereby accepts employment for the term of the contract, and represents to Whitehall District Schools that he/she is qualified to do so in accordance with P.A. 163 of 1986 (MCL 380.1246, as amended) and the provisions as defined in the Michigan School Code.

Administrator agrees to fully perform the duties of the position, subject to the published policies of the Board of Education of the Whitehall District Schools, and other regulations, duties and requirements imposed by applicable statutes of the State of Michigan. Administrator agrees to devote full time efforts to the duties of Superintendent of Schools.

3. Compensation

Administrator shall be paid at an annual (twelve month) salary rate of not less than One Hundred Fifty-Two Thousand Five Hundred (\$152,500) at Level 3 - Year 9 (19-20), and One Hundred Sixty Thousand Hundred (\$160,000) at Level 4 - Year 10 (20-21), and an additional \$5,000 each year thereafter not to exceed \$175,000, in consideration of his/her performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board.

Upon completion of a terminal degree (Ed.D, Ph.D) the salary shall be increased by Five Thousand Dollars (\$5,000) at Level 3. Additionally, the Board hereby retains the right to increase the annual compensation of Administrator during the term of this Contract. Consistent with the provisions of Section 1250 of the Revised School Code, Administrator's job performance and job accomplishments will be significant factors in determining any adjustment to Administrator's compensation.

As remuneration for service the Board shall withhold and transfer an amount equal to 10% of the Superintendent's salary annually as a non-elective employer contribution into a tax-deferred annuity program of the Superintendent's choosing, permitting the Superintendent to participate in accordance with applicable statutes. The Board has no responsibility for calculating any contribution limitation imposed by the Internal Revenue Code.

The Board may choose to maintain Level 3, Year 9 compensation if it determines, in its discretion, that the District is in financial crisis.

4. Insurance Benefits

Administrator will receive a health/dental/vision insurance plan equivalent to the plan offered to the building administrators, a wellness rider, and LTD payable to age 65, 66 2/3 of salary w/\$6000 maximum/90 day waiting period. Said administrator's life insurance coverage is for 2X annual base salary. Administrator will receive the fringe benefits and leave provisions available to teachers as outlined in the teacher master agreement.

The Board reserves the right to change the identity of the insurance carrier, policyholder or third party administrator for any of the above coverage, 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 coverage for Administrator and his/her 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. Administrator 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.

5. Travel Expenses

Administrator will receive an annual stipend of \$4000 for travel within the state. This payment shall be made in two installments on July 1st and January 1st of the contract year. This includes all in-district travel.

6. Vacation and Holiday

Administrator is employed on the basis of fifty-two (52) weeks of work per contract/fiscal year (July 1 through June 30) as scheduled by the Board. Administrator shall be granted vacation time of thirty-five (35) days per fiscal year. Vacation days are intended to be used. Vacation time must be used by the end of the 1st full week of July unless given written approval from the School Board President. Administrator shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District.

Administrator is entitled to the following holidays for which no service to the School District is required:

- New Year's Day
- President's Day (if school is not in session)
- Friday Prior to Spring Break (if school is not in session)
- Memorial Day
- Independence Day
- Day after Independence Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Eve Day
- Christmas Day
- New Year's Eve Day

7. Sick Days

The administrator will receive twelve (12) sick days per year, acquired at a rate of one (1) sick day per month. Unused sick days shall be accumulated without limit.

8. Professional Growth

The Board recognizes that high-performing Superintendents continue to learn and develop their leadership practices, technical processes and knowledge in order to meet the complex demands of their jobs. In addition, the Board recognizes that Michigan law requires administrators to be certified, and encourages exemplary professional practice in the Superintendency by making provision for specialty and enhanced endorsement to that certification.

For the purpose of investing in the Administrator's growth and development in professional practice, the Board will pay for the membership, tuition, out of state travel, and subsistence expenses that are necessary to carry out the goals of the Superintendent's professional leadership development plan. Such professional growth expenses shall be limited to amounts budgeted for that purpose in the

approved budget and subject to notice and approval by the President of the Board prior to registering for out-of-district events that require overnight lodging.

The Administrator's professional leadership development plan, include, but are not limited to, strategies such as: mentoring, coaching and credentialing programs; professional development training and workshops; conferences; and coursework. In addition, the Board will allocate sufficient funds each year for all memberships in regional, state and national professional associations related to the duties of the position.

9. Evaluations

Administrator's performance shall be evaluated by the Board at least annually using multiple rating categories that take into account data on student growth as a significant factor.

10. Termination

The Board shall be entitled to terminate the Administrator's employment at any time during the term of this Contract for good cause. WDS shall not arbitrarily and capriciously dismiss him. No discharge shall be effective until written notice has been served upon him and he shall have 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 Administrator. At such hearing he/she may have legal counsel at his/her own expense. In the event of termination for just cause, Administrator shall not be entitled to any balance of compensation and benefits remaining on the contract commencing with the date of discharge.

11. Dispute Resolution

In the event of a dispute between the parties relating to any provision of this agreement, with the exception of termination for cause, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this agreement, the parties hereby agree to submit to binding arbitration. Such arbitration shall be conducted under the labor arbitration rules of, and administered by, the American Arbitration Association. The parties shall share the arbitrator's fee and the expense of the American Arbitration Association equally. All parties are entitled to have representation of their own designation; however, each party shall be responsible for the costs of such respective representation.

12. Professional Liability

In light of the unique nature of the professional duties of the Superintendent, WDS shall provide to him/her at no expense, legal counsel and representation in any legal action brought against him/her as Superintendent and either hold him/her harmless or insure him/her adequately against all liability that results from his/her performance as Superintendent.

13. Invalid Provision

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions of the Agreement, and this Agreement shall not be construed as if such invalid or unenforceable provision was omitted.

14. Governing Law

This Agreement shall be subject to and governed by the laws of the State of Michigan. Parties agree that any legal action arising out of this Agreement and the transaction contemplated by this Agreement may be brought in the Court of Muskegon County or the State of Michigan, and the parties consent to the jurisdiction of those Courts to resolve any such action.

15. Amendment

This Agreement constitutes the entire understanding and agreement of the parties. No change shall be effective with respect to the terms of this Agreement unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

ADMINISTRATOR

Date: _____ By: _____
Jerry McDowell

WHITEHALL DISTRICT SCHOOLS BOARD OF EDUCATION

Date: _____ By: _____
Chris Mahoney, President

By: _____
Jim TenBrink, Treasurer