



**SAUGATUCK PUBLIC SCHOOLS
EMPLOYMENT CONTRACT - SUPERINTENDENT OF SCHOOLS**

Mark Neidlinger

Pursuant to Section 1229(1) of the Revised School Code and in accordance with the action found in the October 22, 2024 meeting minutes of the **Board of Education** ("Board") of the **Saugatuck Public Schools** ("District"), the Board employs **Mark Neidlinger** ("Superintendent") according to the terms and conditions of this Contract as specifically described below.

1. **Term of Contract.** The Superintendent is employed for a term beginning on January 1, 2025 and continuing through December 31, 2028, subject to extension, non-renewal, and termination as provided in this Contract.

2. **Qualifications.** The Superintendent represents that he possesses and will maintain all certificates, credentials, and qualifications required by law, including Sections 1246 and 1536 of the Revised School Code, Michigan Department of Education regulations, and those required by the Board to serve in the position assigned.

- A. As a condition of his continued employment, the Superintendent will meet all continuing education requirements for the position assigned, as may be required by law or by the Michigan State Board of Education or the State Superintendent.
- B. The Parties acknowledge that the Superintendent holds School Administrator certification and is in the process of obtaining Central Office Endorsement.
- C. Subject to Paragraph 2. B. above, if at any time the Superintendent fails to maintain all certificates, credentials, continuing education requirements, or qualifications for the assigned administrative position, this Contract will automatically terminate, and the Board will have no further obligation under its terms.

3. **Administrative Duties.** The Superintendent will faithfully and diligently perform the duties of Superintendent of the District as required by law and as prescribed by the Board, as well as those duties that may be further established, modified, or amended from time to time by the Board.

- A. The Superintendent acknowledges the ultimate authority of the Board as to his duties and agrees to faithfully perform those duties and to diligently implement the Board's policies and education programs.

- B. The Superintendent will devote his talents, skills, efforts, and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned, including complying with the directives of the Board to carry out its policies and educational programs.
- C. The Superintendent will comply with and fulfill all responsibilities and tasks for which he is responsible as required by state and federal law, as well as by the Board through its policies, regulations, and directives.
- D. The Superintendent will use his best efforts to maintain and improve the quality of District operations and to promote efficiency in all areas of his responsibility.
- E. The Superintendent may, on occasion, perform his duties remotely on days when students are not scheduled to be in session. The Superintendent will notify the Board President of any day he plans to work remotely. The Board, in its sole discretion and with or without cause, may discontinue the Superintendent's ability to work remotely if, in the Board's opinion, remote work does not efficiently or effectively serve the District's interests.

4. **Compensation for Services.** In consideration of his performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board, the Superintendent will be compensated as follows:

- A. **Wages.** The Board will pay the Superintendent an annual (12-month) base salary of not less than a total of \$140,000. The annual salary will be paid in equal installments, beginning with the commencement of the Contract Year (January 1 through December 31). The Parties acknowledge that the Superintendent is currently at Step 1 of the Superintendent Salary Schedule attached as Appendix A.
- B. **Merit Pay.** As part of his remuneration for service, the Superintendent may become eligible to receive merit pay based on job performance and job accomplishments. The Board will make a contribution to a 403(b) or 457 annuity plan selected by the Superintendent equivalent to 4% of the Superintendent's annual base salary for any Contract Year (January 1 through December 31) in which the Superintendent earns an Effective rating on the annual performance evaluation. Any amount allocated under this provision will be based exclusively on the Board's judgment of the Superintendent's performance as reflected in the Superintendent's annual performance evaluation.
- C. **Additional Increases.** The Board may increase the Superintendent's compensation during the term of this Contract. Any adjustment in salary made during the term of this Contract must be in the form of a written amendment and, when executed by the Superintendent and

the Board, will become a part of this Contract. The Board will consider the Superintendent Salary Schedule at Appendix A in making future salary increase decisions. Nothing in this Section or in Appendix A, however, in any way limits the Board's discretion to establish the Superintendent's salary either above or below the schedule referenced in Appendix A.

- D. **Bonuses.** The Board may, in its sole discretion, make one-time payments to the Superintendent, in the amount of up to \$5,000.00 per occurrence, for each of the following circumstances: (1) the Superintendent obtains his central office endorsement by no later than December 31, 2025; and (2) the Superintendent earns a Doctor of Philosophy (PhD) in an education-related field by no later than December 31, 2026.

The Board and the Superintendent agree that all items under the "Compensation for Services" Section of this Contract are direct compensation for services the Superintendent provides to the District and the Board in the role of superintendent. The Board makes no guarantee that any compensation identified in this Contract will be recognized by the Michigan Public School Employees' Retirement System as a form of countable compensation for purposes of computing the Superintendent's retirement benefits, nor does the Board make any guarantee or assurance as to the Superintendent's eligibility for or receipt of retirement benefits.

5. **Business Expenses.** The Board will reimburse the Superintendent for all reasonable and necessary business-related expenses resulting from the performance of his duties as Superintendent. The Board will reimburse the Superintendent at the annual IRS mileage rate for all mileage incurred in his role as Superintendent. Verification of mileage and expenses must be in the manner determined by the Board or its designee.

6. **Professional Dues.** The Board will pay the Superintendent's dues for membership in the Michigan Association of School Administrators (MASA) and the MASA region in which the District is located, along with other appropriate professional, civic, and educational organizations that may benefit the District, subject to pre-approval by the Board.

7. **Professional Development.** Subject to budget allowances, the Superintendent may attend professional meetings, conferences, or workshops at the local, state, and national levels, as well as training for professional development and certification. The Board will pay the Superintendent's reasonable expenses related to attendance including registration fees, tuition, travel, mileage, lodging, and meal expenses for the Superintendent.

8. **Insurance Programs.** Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder, or third-party administrator, the Board will make premium payments on behalf of the Superintendent and his eligible dependents for the following insurance programs:

- Medical
- Dental
- Vision
- Long-Term Disability
- Term Life Insurance

The terms of all insurance programs will be consistent with the group insurance plans for other District administrators and will be subject to modification as described in Paragraph 9. The Board has the right to allocate to the Superintendent responsibility for a portion of the benefit plan costs for the insurance coverage specified above, as may be determined by the Board, in its discretion. This contribution, however, may not be less than the statutory “hard cap” amount necessary to comply with the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. The Board will notify the Superintendent of the amount for which he is responsible in excess of the Board-paid benefit plan contributions. The Superintendent agrees that the amount of benefit plan cost contributions designated by the Board as the Superintendent's responsibility may be payroll-deducted from the Superintendent's compensation.

The Board will pay the Superintendent \$5,000 as “cash in lieu” of insurance for any Contract Year (January 1 through December 31) in which the Superintendent opts out of the District's medical insurance plan. For any period in which the Contract Year and the District's medical benefits plan year cover a different period of time, the cash in lieu paid pursuant to this Paragraph will be prorated and reduced for any months the Superintendent receives medical insurance from the District.

9. **Insurance Contracts.** The Board reserves the right to change the identity of the insurance carrier, policyholder, or third-party administrator for any of the coverages for the plans and programs identified in Section 8, provided that comparable coverage (as determined by the Board) is maintained during the term of this Contract.

- A. The Board is not required to remit premiums for any insurance coverage for the Superintendent and his eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder, or third-party administrator.
- B. The terms of any contract or policy issued by any insurance company or third-party administrator are controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters.
- C. The Superintendent is responsible for ensuring the completion of all forms and documents needed to receive the above-described insurance coverages.
- D. The Board, by remitting the premium payments required to provide the above-described

insurance coverage(s), is relieved from all liability with respect to insurance benefits.

10. **Errors and Omissions Insurance.** The Board will pay the premium amount for errors and omissions insurance coverage for the Superintendent while engaged in the performance of a governmental function and while the Superintendent is acting within the scope of his authority. The policy limits for this coverage will be not less than one million dollar per occurrence and one million dollar annual aggregate.

- A. The terms of the errors and omissions insurance policy will control the Superintendent's defense and indemnity. The Board's sole obligation is limited to the payment of premium amounts for the errors and omissions coverage.
- B. If the insurance coverage cannot be purchased in the above amount or at a reasonable premium rate, the Board will promptly notify the Superintendent of that fact and the Parties will promptly meet and confer to reach a mutually agreeable solution to address that situation.

11. **Vacation.** The Superintendent is employed on the basis of fifty-two weeks of work per Contract Year (January 1 through December 31), as scheduled by the Board. The Superintendent is granted 20 vacation days per Contract Year.

- A. The Superintendent must schedule vacation time in a manner to minimize interference with the District's business and orderly operation. The Superintendent must notify the Board President of his vacation and leave schedule.
- B. Vacation days should be used within the Contract Year in which they are earned. Vacation days are not cumulative and cannot be used in subsequent Contract Years. Unused vacation days are not subject to pay out upon separation from employment.

12. **Holidays.** Consistent with the District's calendar, the Superintendent is entitled to the following holidays for which no service to the School District is required: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, Christmas Day, December 26th, and New Year's Eve Day.

13. **Sick Leave.** The Superintendent is authorized to use sick leave days when absent from duty due to personal illness or illness of an immediate family member (which includes spouse or domestic partner, parent, child, sibling, step-parent, step-child, spouse's or domestic partner's parent, or spouse's or domestic partner's child) or for any other reason for which earned sick time may be used as required by law. The Superintendent will receive 10 sick leave days per Contract Year, prorated based on the number of days worked in any Contract Year in which the Superintendent's employment with the District ends, with a maximum accumulation of 60

total sick days or the maximum number of accumulated sick days as required by law, whichever is greater. Upon separation from employment, the Board will pay the Superintendent a per diem rate of \$150.00 for each accumulated sick day as of the date of separation, up to a maximum of 60 accumulated sick days.

14. **Bereavement Leave.** The Superintendent will receive bereavement/funeral leave without loss of pay and with no deduction to vacation or personal leave banks as follows:

- A. Up to five days for the death of a parent, spouse or domestic partner, child, sibling, or equivalent in-law.
- B. Up to three days for the death of a grandparent or equivalent in-law.
- C. One day for the death of a more distant relative or friend.

15. **Disability Leave.** In the event of the Superintendent's mental or physical incapacity to perform the essential functions of his job with or without reasonable accommodation, he will be granted an initial paid leave of 90 work days for purpose of recovery. The Superintendent must first exhaust any accumulated vacation days described in Section 11 and any accumulated sick leave described in Section 13 before triggering the paid disability leave in this Section, with vacation, sick, and disability leaves running concurrently. Health plan premium payments will be made on the Superintendent's behalf during this interval to the extent required by law, and subject to the Superintendent's premium contribution as described in Section 8. Upon using leave described in this Section, the Superintendent will furnish medical certification to the Board (or its designee) as to the necessity for the leave.

- A. If the Board (or designee) has reason to doubt the validity of the medical certification supplied by the Superintendent, the Board may require a second opinion, at its expense.
- B. The Superintendent may request a 60 work-day unpaid leave extension in the event of his physical 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 the Superintendent will be able to resume his duties at the end of the extended leave. The Superintendent must supply medical certification as a condition to any leave extension. Any extension of leave for this purpose is at the Board's discretion.
- C. If the Superintendent is unable to or does not resume work at the conclusion of a leave taken under this Section (or any leave extension), his employment and this Contract may be terminated at the Board's option. However, no termination may occur when restoration after leave is required by the Family and Medical Leave Act.

- D. Before returning to duty after an unpaid leave of absence for a serious health condition, the Superintendent must provide the Board a fitness for duty certification from the Superintendent's health care provider. A second opinion may be required by the Board, at its expense, unless securing a second opinion is precluded by law.

16. **Medical Examination.** The Superintendent will submit to medical examinations or tests to supply information and execute documents as may be required by any underwriter, policyholder, or third-party administrator providing insurance programs specified under this Contract. In the unlikely event the Board has reason to be concerned with the Superintendent's ability to perform the essential job functions required by his assignment, with or without reasonable job accommodation(s) the Board may enact the following options:

- A. Upon the Board's request, the Superintendent will authorize the release of relevant medical information necessary to determine if the Superintendent is able to perform the essential job functions required by his assignment, with or without reasonable job accommodation(s).
- B. Any medical or psychological examination under this Section will be at District expense and will be conducted by independent, licensed medical professional(s) mutually agreed to by the parties.
- C. Any information obtained from medical or psychological examinations or inquiries will be confidential. The Superintendent and the Board will receive the results of all tests and examinations.

17. **Performance Evaluation.** The Board will evaluate the Superintendent no later than December 31 of each Contract Year in a manner that complies with applicable provisions of the Revised School Code. The Board reserves the right to select the evaluation tool for the Superintendent's annual performance evaluation.

If the Superintendent receives an evaluation rating of "needing support," he may appeal the evaluation process and rating to the Board. The appeal must be submitted in writing to the Board President within 15 calendar days after the Superintendent is informed of the rating and must include the specific reason(s) for the appeal and the remedy sought. The Board will consider the Superintendent's appeal at either a regular or special Board meeting, as determined by the Board President, within 30 calendar days of the Board President's receipt of the appeal. The Board will consider the appeal in either open or closed session, at the election of the Superintendent. The Superintendent may present witnesses, information, and evidence in support of his appeal. The Board's decision on appeal is final and is not subject to arbitration.

18. **Extensions.** On or before June 30, 2026, and by June 30 of each Contract Year thereafter, the Board will consider whether to extend the Superintendent's Contract for an additional contract year. The Superintendent will place the issue of extension on the Board's agenda for the last Board meeting in June,

except that if the Superintendent's contract is set to expire on December 31st of a Contract Year, the Superintendent will place the issue of nonrenewal on the Board's agenda no later than March 1st of that Contract Year. The Contract may be extended only by an affirmative vote of a majority of the Board. The compensation for the additional year may be set at that time or determined later in accordance with this Contract.

The Contract term will not be extended without the affirmative vote of a majority of the Board. Merely achieving an evaluation rating of "effective" does not guarantee that the Board will extend the Contract term.

19. **Nonrenewal.** The Board's decision not to renew the Superintendent's employment for any subsequent period in any capacity is within the Board's sole discretion and is not a breach of this Contract.

20. **Reassignment.** The Superintendent is subject to assignment and transfer to another administrative position within the District at the Board's discretion. In the event of reassignment or transfer, the Board, in its sole discretion, may readjust the Superintendent's salary to be commensurate with the reassigned position or duties.

21. **No Tenure in Position.** This Contract does not grant the Superintendent continuing tenure in the capacity of superintendent or any other administrative position in the District. The Board's failure to reemploy the Superintendent at the conclusion of this Contract, in any capacity other than as a classroom teacher as certified and qualified, may not be deemed a breach of this Contract or a discharge or demotion under the Michigan Teachers' Tenure Act.

22. **Resignation.** The Superintendent will provide the Board no less than 90 days' written notice before resigning his employment before the conclusion of the Contract's term (including any renewal or extension term).

23. **Termination.** The Board may terminate the Superintendent's employment at any time during the term of this Contract when it determines that the Superintendent has engaged in any act of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if the Superintendent materially breaches the terms and conditions of this Contract, or for any other reason that is not arbitrary or capricious.

- A. The foregoing standard for termination of this Contract during its term does not apply to nonrenewal of this Contract at the expiration of its term, which decision is discretionary with the Board and which is governed by Section 1229 of the Michigan Revised School Code, MCL 380.1229.
- B. Before a mid-term termination pursuant to this Section, the Superintendent will be entitled

to written notice of charges and an opportunity for a hearing before the Board.

- C. If the Board terminates the Superintendent's employment during the term of this Contract, this Contract will automatically terminate and the Board will have no further contractual obligation to the Superintendent.

24. **Arbitration.** If a dispute relating to the Superintendent's employment or termination of employment arises during the term of this Contract, the parties agree to submit the dispute to binding arbitration. Selection of the arbitrator and the arbitration proceedings will be conducted under the National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association, and will comply with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.

- A. The parties intend that this process of dispute resolution include all constitutional, contract, and statutory claims advanced by the Superintendent arising from his employment or termination of employment during the term of this Contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. However, this agreement to arbitrate does not restrict the Superintendent from filing a claim or charge with any state or federal agency (such as the Equal Employment Opportunity Commission or the Michigan Department of Civil Rights) and does not apply to any claims for unemployment compensation or workers' compensation which may be brought by the Superintendent. Instead, this agreement to arbitrate claims applies to those matters that would otherwise be subject to state or federal court proceedings.
- B. This agreement to arbitrate means that the Superintendent is waiving his right to adjudicate claims, including discrimination claims, in a judicial forum and is instead opting to arbitrate those claims. In any arbitration proceeding, the Superintendent has the right to representation by counsel of his choice at his expense, the right to appointment of a neutral arbitrator, the right to reasonable discovery, and the right to a fair hearing.
- C. The arbitrator's fee and the costs imposed by the American Arbitration Association will be shared equally by the Board and the Superintendent, subject to the Superintendent's right to seek to tax such fees as costs against the Board.
- D. Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within one hundred eighty days of the event giving rise to the claim.
- E. The arbitrator's Decision and Award is final and binding and judgment thereon may be entered in the Allegan County Circuit Court.

25. **Limitations.** The Superintendent agrees that any claim or suit arising out of his employment with the Board must be filed no more than 180 days after the date of the action or event giving rise to the claim or suit. The Superintendent understands that the statute of limitations for claims arising out of an employment action may be longer than 180 days but agrees to be bound by the 180-day period of limitation set forth in this Contract and expressly waives any statute of limitations to the contrary. Should a court of competent jurisdiction determine that this provision allows an unreasonably short period of time to commence a lawsuit, it is the Parties' intent that the court will enforce this provision to the extent possible and declare the claim barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.

26. **Other Work.** The Superintendent may not accept other work for hire, including teaching and consulting work, without the Board's express approval.

27. **Entire Agreement.** This Contract contains the entire agreement and understanding between the Board and the Superintendent about the Superintendent's employment. Prior or concurrent representations, promises, contracts, or understandings (written or oral) not contained in this Contract have no effect.

- A. Except as otherwise stated in this Contract, any prior agreement (written or oral) pertaining to the terms of this Contract is cancelled and superseded by this Contract. Provided, however, that this Contract is voidable under the Revised School Code's provisions pertaining to criminal history and records checks.
- B. No change or modification of this Contract is valid or binding unless it is in writing, approved by official action of the Board as reflected in its minutes, and signed by the Superintendent and the President and Secretary of the Board.
- C. No valid waiver of any provision of this Contract, at any time, may be deemed a waiver of any other provision of this Contract at such time or at any other time.

28. **Voidability.** If any provision of this Contract becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Contract will continue in full force and effect without said provision(s).

29. **Not Assignable.** This Contract is for personal professional services and may not be assigned or transferred by the Board or by the Superintendent. This provision, however, does not in any way impede the Board's rights to assign the Superintendent to administrative duties or to reassign the Superintendent to a different position as it deems appropriate, in its sole discretion.

30. **Authorization.** This Contract is executed on behalf of the District pursuant to the authority contained in the Board resolution adopted on November 26, 2024 the same being incorporated by reference.

Dated: 11/26, 2024

By: Mark G. Neidlinger
Mark Neidlinger, Superintendent

Dated: 11/26, 2024

By: Laura Zangara
Laura Zangara, President, Board of Education

Dated: 11/26, 2024

By: Karen Sherwood
Karen Sherwood, Secretary, Board of Education

Appendix A
Salary Schedule*

Step	Illustrative annual increase	Base	Annuity Max (off schedule)	Total Compensation Max
1	0	\$140,000	4% base	\$145,600
2	3%	\$144,200	4% base	\$149,968
3	3%	\$148,526	4% base	\$154,467
4	3%	\$152,982	4% base	\$159,101
5	3%	\$157,571	4% base	\$163,874
6	3%	\$162,298	4% base	\$168,790
7	3%	\$167,167	4% base	\$173,854

* Steps do not equate to years of service to the District.

** Salary Schedule is subject to annual review and approval.

***The Salary Schedule is illustrative only and is not a guarantee of future compensation.