

# Superintendent's Employment Contract Between

Mark Brenton

and the Bellaire School District

This contract is entered into on the 8th day of May, 2019, between the Board of Education of the Bellaire School District, referred to as the "Board of Education," and Mark Brenton as Superintendent, referred to as "Administrator," in this contract.

Because the Board of Education at a meeting held on the 8<sup>th</sup> day of May, 2019, approved the employment of the Administrator as Superintendent in accordance with the terms and conditions of this contract, and the Administrator desires to be employed by the Board of Education in accordance with the terms and conditions of this contract, and subject to the provisions of MCL 380.1230a-g et al, the parties in consideration of the mutual promises contained in this contract, agree to the following:

1. **TERM.** This contract shall take effect on the 1st day of July, 2019, and continue in force through the 30th day of June, 2022, subject to extension and termination as provided in Paragraphs 4 and 11.

2. **DUTIES.** The 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 of Education to serve in the position assigned. The 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 or by the Michigan Board of Education. If at any time the Administrator fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

The Administrator agrees to devote his/her 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/her business time, attention and services to the diligent, faithful and competent discharge of his/her duties on behalf of the School District to enhance the operation of the School District and agrees to use his/her best efforts to maintain and improve the quality of the programs and services of the School District.

### 3. **EVALUATION.**

The Administrator's performance shall be evaluated by the Board of Education not less than annually using multiple rating categories that take into account data on student growth and performance as a significant factor as required by MCL 380.1249 and 380.1249b. The Board and the Administrator will meet to discuss and determine performance standards and district goals, prior to commencement of the evaluation process. Criteria upon which the Administrator shall be evaluated will be communicated to the Administrator by the Board of Education prior to the initiation of the evaluation process.

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

- A. **Board Option.** The Board of Education, no later than March 31<sup>st</sup> of each ensuing year during the term of this contract, may extend the contract for an additional one-year period. 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 Public Act 183 of 1979. The Superintendent annually shall advise the Board of Education of this obligation during the month of January.

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. **BASE COMPENSATION.** The Board of Education shall provide to the Administrator annual compensation in the amount of One Hundred Five Thousand (\$105,000) dollars for the first year of the contract. The salary shall be paid in equal installments. The Board of Education retains the right to adjust the salary during the subsequent years of this contract, but an adjustment shall not reduce the annual salary below the amount stated above.

**MERIT COMPENSATION.** Consistent with Section 1250 of the Revised School Code, the Superintendent's job performance and job accomplishments will be significant factors in determining any future adjustments to the Superintendent's compensation.

7. **INSURANCE BENEFITS.** During the term of this contract, the Administrator shall receive the medical, term life, long term disability, and other insurance benefits provided by the school district to full-time professional administrative staff on the same basis as available to those staff members in accord with the Board of Education policy. Such insurance benefits are subject to change at any time on the same basis as changed for full-time, professional administrative staff.

8. **OTHER BENEFITS.** If the Administrator is absent from duty on account of personal illness or disability, he/she shall be allowed full pay for a total of twelve (12) days per Contract year. Unused paid leave hereunder shall be cumulative to a maximum of sixty (60) days for absence due to personal illness or disability. Accumulated sick leave will be paid at a daily rate of 25% to a maximum of \$5,000 less any tax obligations upon retirement from the Bellaire Public Schools.

The Administrator is employed on the basis of fifty-two (52) weeks per year between July 1 and June 30, as scheduled by the Board. The Administrator shall be granted twenty (20) vacation days per year which shall be used in a manner to minimize interference with the orderly operation and conduct of the business of the school district. The Administrator shall notify the Board President in advance of use of such vacation days. The Administrator shall not receive any additional compensation in lieu of use of vacation days without express agreement of the Board.

The Administrator is entitled to the following holidays for which no service to the school district is required: New Year's Eve Day, New Year's Day, Good Friday, Memorial Day, July 4, Labor Day, Thanksgiving and day after, Christmas Eve Day, and Christmas Day.

## 9. SPECIAL PROVISIONS.

- A. **Physical Examination.** As a condition precedent to the duties and obligations under this contract, if requested, 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 or her 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. Should the Board exercise its prerogative under this provision to require a medical examination, the costs for said examination will be borne by the school district to the extent not covered by health insurance.
- B. **Disablement.** 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 considered permanent, irreparable, or of such a nature as to make performance of their duties impossible, 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.
- C. **Dues and Memberships.** Subject to express approval by the Board, the fees and dues for membership in appropriate professional organizations shall be paid by the Board. Subject to prior approval by the Board, the Administrator may attend appropriate professional meetings and workshops at the local, state, and national level and shall be reimbursed for applicable registration fees, tuition, travel, lodging, and/or reasonable meal expenses for himself.

10. **REIMBURSEMENT OF EXPENSES.** The Board of Education shall reimburse the Administrator for all actual and necessary business expenses related to the performance of the Administrator's duties on behalf of the District. Any expense for overnight travel, meals and lodging shall be submitted in advance for review and approval by the Board or its designee. Superintendent shall be required to present an itemized account of reasonable and necessary expenses in accordance with the direction of the Board or designee.

11. **TERMINATION.** If, at any time, the Administrator fails to maintain the credentials and qualifications for the position of superintendent as required by this contract, the contract shall automatically terminate. The Administrator may not be discharged nor this contract terminated for reasons that are arbitrary and 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 of Education.

It is further agreed that prior to any dismissal by the Board of Education, the Superintendent shall have the right of written charges, notice of hearing and a fair hearing before the Board of Education. If the individuals so chooses they may be accompanied by legal counsel at the hearing, said legal expenses to be paid for by the Superintendent. Any hearing before the Board of Education will be public unless a private hearing is requested by the Superintendent.

12. **SEVERABILITY.** If any provision of this contract is ruled illegal or unenforceable by a court of competent jurisdiction, the remainder of the contract not affected by the ruling shall remain valid and in effect.

15. **GOVERNING LAW.** This contract is governed by and shall be interpreted in accord with the laws of the State of Michigan.

We, the parties to this Superintendent's Employment Contract, sign our names and execute this contract as of the day and year written in the opening paragraph.

**FOR THE BOARD OF EDUCATION**

**BY THE ADMINISTRATOR:**

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President

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Secretary