

# **CONTRACT OF EMPLOYMENT**

## **School Administrator**

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 action found in the minutes of its meeting held on the 23<sup>rd</sup> day of May, 2011, has and does hereby employ the said Administrator for a three (3) year period commencing on July 15, 2011 and ending on June 30, 2014, according to the terms and conditions as described and set forth below. This contract shall be renewed annually by the Board prior to April 1 each year, based upon mutually acceptable evaluation procedures. Upon completion of the evaluation, the Board will consider renewal of the contract for an additional term and will advise the Administrator of their determination.

### **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 Twenty Thousand Dollars (\$120,000) 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.

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.

Administrator shall receive compensation for unused sick days at a pro-rata daily rate of compensation at 25% of said sick days after ten (10) years of service in addition to any other compensation for unused sick days provided herein.

#### **4. Insurance Benefits**

Administrator will contribute \$20 per pay period for 2011-12 and receive a health/dental/vision insurance plan including a HSA of \$4000 per year, 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. Moving Expenses**

One-time reasonable moving expenses will be reimbursed to Administrator for moving into the school district.

#### **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 twenty-five (25) days per fiscal year. Vacation days must be used within the fiscal year for which they are made available and Administrator shall not receive any additional compensation in lieu of use of vacation days. 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: Labor Day; Thanksgiving Day; Friday following Thanksgiving; Day before Christmas, Christmas Day; Day before New Year's Day; New Year's Day; Good Friday (consistent with teacher/student calendar); Memorial Day; 4<sup>th</sup> of July; Day after 4<sup>th</sup> of July.

#### **7. Sick Days**

Administrator will receive a sick bank of forty-five (45) days. Twelve (12) sick days per year, acquired at a rate of one (1) sick day per month. At the end of each fiscal year, all unused sick days and personal days will be applied against the forty-five (45) day sick bank until the accumulated sick days are equal to forty-five (45). Unused sick days shall be accumulated without limit with compensation for unused sick days, if any, pursuant to the collective bargaining agreement in effect with the Whitehall Education Association (WEA).

## **8. Professional Growth**

Subject to express approval by the Board, the fees or 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 at the local, state and national levels, seminars and courses offered by public or private educational institutions, and shall be reimbursed for any registration fees, tuition, travel, lodging and/or reasonable meal expenses for himself/herself in relation thereto not prepaid by the Board.

## **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/her. No discharge shall be effective until written notice has been served upon his/her and he/she 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: \_\_\_\_\_  
Ruth Grenell, President

By: \_\_\_\_\_  
Julie MacArthur, Secretary