

SUPERINTENDENT'S CONTRACT

IT IS HEREBY AGREED between the Board of Education of the Bridgeport-Spaulding Community School District (the "School District) and **Carol W. Selby** (the "Superintendent") that the Board, in accordance with its action taken in a meeting held on Monday, April 25, 2016 adopts the following contract of employment:

WITNESSETH:

I. TERM OF AGREEMENT

The School District agrees to employ Carol W. Selby in the position of Superintendent of the Bridgeport-Spaulding Community School District as provided by, and subject to, the requirements and limitations of this contract and the laws of the State of Michigan. The initial term of this contract shall commence on July 1, 2016 and end on June 30, 2018. The Board may extend the contract subject to the following:

A. Extension by the Board

1. The Board of Education, no later than the 31st day of March of any contract year (during the initial term or an extension thereto) will decide whether to extend to contact for an additional one (1) year period. In exercising this option, the Board of Education shall also establish the annual salary to be paid to the Superintendent for the school year included in the extension.
2. The Board of Education in its sole discretion and with or without cause may decline to extend this contract for an additional year beyond its initial term. The Board's notice of non-renewal must be given no later than ninety (90) days before expiration of the agreement. The Board has no obligation to set forth any reason for the decision not to extend the contract.

B. Extension by Operation of Law

1. If the Board of Education fails to give written notice of non-renewal of this contract to the Superintendent at ninety (90) days before the contract's termination date, this agreement will, without further action, be automatically renewed for an additional one year as provided by Section 1229 of the Revised School Code. The Superintendent annually shall advise the Board of Education of this obligation during the month of January. In the event of such automatic renewal, all terms and conditions of employment shall be as set forth in this contract and shall remain unchanged to the extent allowed by law.

If the contract is extended, a new contract document reflecting the extended terms shall be written and signed by both parties. The anniversary date of this contract shall be July 1 of each year during the term of this contract.

II. DUTIES AND CONDITIONS OF EMPLOYMENT

The Superintendent agrees to fully and faithfully perform the duties of Superintendent in a competent and professional manner in accordance with the established policies, directives, regulations and position descriptions enacted from time to time by the Board of Education and in accordance with the laws of the State of Michigan and the United States. The Superintendent agrees to comply with all laws regarding legal qualifications for the office of Superintendent. If at any time the Superintendent fails to hold and maintain any certification required by the Michigan Department of Education, or as may

be hereafter required by the Department of Education, this contract shall automatically terminate, shall be considered null and void and shall relieve the Board of all obligations under this contract.

The Board will jointly develop goals and objectives with the Superintendent involving a long-range 1-5 year plan. Those goals are made a part of this contract and are incorporated as fully as if set forth herein; the Superintendent's performance in meeting these goals and objectives shall be reviewed by the Board annually, at the evaluation. The Superintendent shall notify the Board in January of each year of this provision. The Superintendent agrees she will comply with all applicable Michigan Law on conflicts of interest prior to requesting approval to engage in outside activities.

The Superintendent is authorized to manage and supervise the daily operations of the School District, and to organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, in a manner which in her judgement best serves the School District and meets all requirement of state and federal law. The responsibility for selection, placement, supervision and transfer of personnel shall be vested exclusively in the Superintendent, subject to final approval by the Board; and the Board members, individually and/or collectively, will refer promptly all criticisms, complaints and suggestions called to its attention to the Superintendent for study and recommendation.

The Board shall provide the Superintendent with periodic opportunity to discuss the Superintendent-Board relationship and shall evaluate her annually in the manner required by law.

Throughout the term of this contract, the Superintendent shall be subject to discharge for good and just cause. However, the Board will not arbitrarily or capriciously call for her dismissal, and the Superintendent shall have the right to written charges, notice of hearing, and a hearing before the Board. No discharge shall be effective until written charges have been served upon her and she shall have the opportunity for a hearing before the Board, if requested within ten (10) days of the written notice. If the Superintendent chooses to be accompanied by legal counsel at the hearing, she will assume the cost of her legal expenses. A finding of good and just cause for dismissal by the Board of Education shall immediately relieve the Board of all further obligations under this contract.

The Superintendent shall be encouraged to join appropriate professional organizations at the local, state, and national level, the actual expenses of which shall be borne by the District, up to the amount of \$3,000 per year. This specifically includes, but is not limited to: Michigan Association of School Administrators (MASA), American Association of School Administrators (AASA); and American Association of Curriculum Development (ASCD). The Board expects the Superintendent to continue in professional development and expects her to participate in all relevant learning experiences. The District shall pay approved professional membership association dues on behalf of the Superintendent.

III. COMPENSATION

The Board agrees to pay the Superintendent a salary of \$95,000 per year commencing on July 1, 2016. The Superintendent shall be entitled up to \$5,000 for her educational achievement, and a \$12,400 Board paid annuity. The annual salary shall be paid in equal installments in accordance with the rules of the Board governing payment of professional staff members in the District.

The Board retains the right to adjust the annual salary of the Superintendent during the term of this contract. Any salary adjustment shall not reduce the annual salary below the figures stated above unless such reduction is mutually agreed upon on. Any adjustment in salary make under the terms of this contract shall be in the form of an adjustment by written amendment and shall become part of this contract.

IV. RETIREMENT

The Board agrees that it will pay on behalf of the Superintendent to the State of Michigan Public Employees Retirement System, an amount required by law.

V. FRINGE BENEFITS

- A. Vacations Days.** The Superintendent shall be entitled to 25 days vacations each year. They shall be cumulative, with no more than 35 days per year. The Superintendent shall have the same legal holidays as those provided for the Central Office Staff.
- B. Sick Days.** The Superintendent shall be granted 15 sick days per year, cumulative to 140 days. In addition, upon retirement or severance, any unused sick days beyond 50 shall be compensated at the rate of \$25.00 per day. In the event of long-term disability, if the Superintendent lacks sufficient cumulative days of sick leave to satisfy the waiting period for disability to commence, the Board may, in its discretion, grant sufficient sick leave days to satisfy the waiting period required under the long-term disability insurance policy. There shall be no compensation for unused sick days that are granted due to the above disability clause.
- C. Personal Business Days.** The Superintendent shall be entitled to 5 personal business days. They shall not be cumulative.
- D. Insurance.** The Superintendent shall be entitled to the health insurance provisions as provided by the Board for Central Office staff.
- E. Reimbursement of Expenses.** All district- related car travel expenses will be reimbursed at the IRS approved rate via written request, with documentation.

VI. MISCELLANEOUS

- A. Indemnification.** The Board agrees, as a condition of this employment contract, that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal procedures brought against the Superintendent, in her official capacity as an agent and employee of the School District provided the incident(s) arose while the Superintendent is acting within the scope of her employment. If the Superintendent requests an additional or alternative attorney other than legal counsel appointed by the School District or its insurance carrier, the School District shall not be obligated to contribute more than \$25,000 towards the payment of the additional or alternative attorney fees. If a conflict exists under legal criteria in regards to the defense of such claim between the legal position of the Superintendent and the legal position of the School District, the Superintendent may engage legal counsel, in which event, the Board shall pay the Superintendent for the cost of said legal defense.

The Board shall provide liability insurance for the Superintendent to provide for legal expenses in defense of claims and for judgements/claims for any action growing out of her acting on behalf of the School District, and reimburse her for any portion of such expense and judgements not covered by insurance, provided however, all claims and judgement result from actions in which the Superintendent is acting within the scope of her employment, but will not provide protection for any criminal act, or acts which are clearly beyond the established policies and

regulations of the Bridgeport-Spaulling Community School District, the State Board of Education of Michigan, and the laws of the State of Michigan.

- B. **Tenure in Administrative Position.** The Superintendent shall not be considered to be granted or to possess continuing tenure in the position of Superintendent or in any other capacity by virtue of this contract or any employment assignment within the school district. It is mutually understood and agreed that the position of Superintendent is a non-tenure position under the laws of the State of Michigan and, particularly, the Michigan Teacher Tenure Act and the failure of the school district or the Board of Education to continue to employ or re-employ the Superintendent in any capacity shall not be considered a discharge or demotion within the provisions of the Michigan Tenure Act.
- C. **Modification.** This contract may only be modified by a subsequent written agreement executed by the same parties or their successors in office, following official Board approval. Oral promises or covenants between the parties, whether made prior to or after the execution of this contract, shall not modify any provisions of this contract and shall be of no legal effect.
- D. **Entire Agreement.** The parties expressly agree that this is the entire contract and supersedes all prior oral or written agreements, covenants, or understandings between the parties.
- E. **Severability.** The parties agree that in the event any provision in this contract is held invalid by a court of competent jurisdiction, the remaining provisions or statement of this contract shall remain intact and in effect.
- F. **Applicable Law and Forum.** This contract shall be governed by and is subject to all applicable laws of the State of Michigan, rules and regulations of the State Board of Education, and rules, regulations and policies of this Board, all of which are made as a part of the terms and conditions of this contract as though set forth herein.
- G. The Superintendent agrees that any claims or lawsuit related to this agreement or otherwise arising out of the employment relationship with the school district must be filed no more than one hundred eighty (180) calendar days after the date of the employment action that is the subject of the claim or lawsuit unless the applicable statute of limitations is shorter, in which case the shorter time limit applies. The Superintendent specifically and knowingly waives any statute of limitations to the contrary if allowed by law.
- H. In the event there is a dispute that arises out of this agreement or any matter related to the Superintendent's employment with the School Districts failure to extend this agreement, the parties understand and agree that this contract waives their right to a jury trial, if applicable, and instead allows only for a bench trial before a judge without a jury. The parties shall have all other rights pursuant to applicable court rules at each parties own expense. They agree that any dispute will be decided in the applicable court in Saginaw County Michigan.
- I. **Disability**

Should the Superintendent be unable to perform all of her duties by reason of illness, accident, or other cause beyond her control and said disability exists for a period of more than accumulated sick leave during any school year, the Board may in its discretion make a proportional deduction from the

Superintendent's salary. If such disability is permanent, irreparable, or of such nature as to severely impair her ability to perform the assigned duties, the Superintendent shall be granted a leave of absence without pay for the duration of such illness or injury up to one year and the leave may be renewed upon written request. In the event the Superintendent is or becomes qualified individual with a disability and because of the disability requires an accommodation, the Superintendent must provide written notice of the need for the accommodation within 60 days of the time the need for the accommodation becomes known (or reasonably should have been known).

Dated: _____

Patrick Nelson, President, Board of Education
Bridgeport-Spaulding Community Schools

Dated: _____

Theodora Morris Secretary, Board of Education
Bridgeport-Spaulding Community Schools

Dated: _____

Carol W. Selby, Superintendent