

**OKEMOS PUBLIC SCHOOLS**  
**CONTRACT OF EMPLOYMENT**

**School Superintendent**

It is hereby agreed by and between the Board of Education of the Okemos Public Schools (hereinafter "Board") and John Hood (hereinafter "Superintendent") 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 24 day of October, 2018, has and does hereby employ John Hood for a 3 1/2 year period commencing on January 1, 2019 and ending on June 30, 2022, according to the terms and conditions as described and set forth herein as follows:

1. Superintendent 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. Superintendent acknowledges the ultimate authority of the Board with respect to his responsibilities and directions related thereto. Superintendent is subject to assignment and transfer to another administrative position of employment in the School District at the discretion of the Board.

2. Superintendent represents that he 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. Superintendent agrees, as a condition of his 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 Superintendent 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.

3. Superintendent agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Superintendent agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, Superintendent agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board to carry out the educational programs and policies of the School District during the entire term of this Contract. Superintendent agrees to devote substantially all of his business time, attention and services to the diligent, faithful and competent discharge of his duties on behalf of the School District to enhance the operation of the School District and agrees to use his best efforts to maintain and improve the quality of the programs and services of the School District.

4. Superintendent shall be paid at an annual (July 1 to June 30) salary rate of not less than \$157,500 Dollars in consideration of his performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board. Superintendent shall be paid a salary of not less than \$78,750 Dollars for the period of January 1, 2019 to June 30, 2019.

Should Superintendent be assigned or transferred to another administrative position, the salary paid shall be as established by the Board for that position. The annual salary shall be paid in twenty-six (26) equal bi-installments beginning with the commencement of the fiscal/contract year (July 1 to June 30).

The Board hereby retains the right to increase the annual salary of Superintendent during the term of this Contract. Consistent with the provisions of Section 1250 of the Revised School Code, Superintendent's job performance and job accomplishments will be significant factors in determining any adjustment to Superintendent's compensation.

The Superintendent shall receive a salary increase of \$2,625.00 on July 1, 2020 for the 2020-2021 year and July 1, 2021 for the 2021-2022 year of this contract. If this contract is extended for additional years, the Superintendent will receive a salary increase of \$2,625.00 on July 1, 2022 for the 2022-23 year of this contract and July 1, 2023 for the 2023-24 year of this contract. These salary increases shall be voted on by the Board no later than May 30 of the year in which the salary increase will take effect, and shall be based only upon a) the Superintendent's annual evaluation, and b) progress towards district-wide goals and any additional performance objectives developed jointly by the Board and the Superintendent.

In addition to the salary increases for years 2020 through 2023 provided for above, Superintendent will receive the same annual salary increase provided to bargaining unit employees represented by the Association of Okemos Administrators.

Any other increases in salary made during the term of this Contract shall be in the form of a written amendment and when executed by Superintendent and the Board, shall become a part of this Contract.

5. Superintendent 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. Superintendent shall be granted vacation time of 30 days per fiscal year. Superintendent shall receive the unused vacation days he has accumulated with Okemos Public Schools. Unused vacation days may accumulate beyond the Contract year, but shall not exceed twice (2x) the annual allotment. Upon the Superintendent's voluntary separation of employment from the School District, the Superintendent shall be paid for his/her unused vacation days at the then-current per diem rate. Superintendent shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District. All scheduling of vacation in excess of two days is subject to the approval of the Board President. Vacation time is prorated based upon actual time worked.

6. Superintendent's performance shall be evaluated by the Board at least annually and by December 1 of each year using multiple rating categories that take into account data on student growth as a significant factor.

7. The Board, at its sole discretion, may extend the contract for an additional year during the second year and each following year of the contract, upon completion of the annual evaluation. In such case a written amendment executed by the Superintendent and the Board shall become a part of this contract, and shall be executed no later than December 31 of the year in which the annual evaluation was completed.

8. The Board shall be entitled to terminate the Superintendent's employment at any time during the term of this Contract when it determines that Superintendent has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, if Superintendent materially breaches the terms and conditions of this Contract, or for other reasons that are not arbitrary or 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.

In the event that the Board undertakes to dismiss Superintendent during the term of this Contract, he shall be entitled to written notice of charges and an opportunity for a hearing before the Board. In the event of termination of employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

9. The Board specifically reserves the right to non-renew this contract or any extension of the contract regardless of cause or reason. Pursuant to Section 1229 of the Revised School Code, if the Board of Education intends to let the Superintendent's contract expire, it must provide the Superintendent with written notification of the Board's decision not to renew the contract at least ninety (90) days prior to the contract's expiration date. If the Board does not comply with this requirement, the Superintendent's contract is automatically renewed for an additional one (1) year period.

10. In the event of Superintendent's mental and/or physical incapacity to perform the duties of his office, he shall be granted an initial leave of ninety (90) work days for purpose of recovery. The Superintendent shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the ninety (90) work day period to be unpaid. Upon utilizing leave under this provision, Superintendent shall furnish medical certification to the Board (or its designee) respecting the necessity for the leave.

If the Board (or designee) has reason to doubt the validity of the medical certification supplied by Superintendent, it may require a second opinion, at Board expense.

Superintendent may request a ninety (90) work day unpaid leave extension in the event of his physical and/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 Superintendent will be able to resume his duties at the conclusion of the extended leave interval. Medical certification shall be supplied by Superintendent as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

If Superintendent is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), his employment and this Contract may be terminated at the option of the Board. However, no such termination shall occur where restoration after leave is required by the Family and Medical Leave Act.

Prior to resumption of duty after an unpaid leave of absence for a serious health condition, Superintendent shall provide to the Board a fitness for duty certification from Superintendent's health care provider. A second opinion may be required by the Board, at its expense, unless the securing of the second opinion in this context is precluded by the Family and Medical Leave Act.

11. Superintendent agrees that he shall not be deemed to be granted continuing tenure in the position initially assigned or to which he may be assigned or transferred or in any capacity other than that of a classroom teacher, should the probationary period required for tenure as a teacher be fulfilled, by virtue of this Contract or any employment assignment (requiring certification) with the School District. Nor shall the decision of the Board not to continue or renew the employment of Superintendent for any subsequent period in any capacity, other than as a classroom teacher, as may be required by the Teachers' Tenure Act, be deemed a breach of this Agreement or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

12. Superintendent shall submit to such medical examinations, supply such information and execute such documents as may be required by any underwriter, policyholder or third party administrator providing insurance programs specified under this Contract. Additionally, upon request of the Board, Superintendent shall authorize the release of medical information necessary to determine if Superintendent is capable of performing the essential job functions required by his assignment, with or without reasonable job accommodation(s). Any physical or mental examination or disclosure of such information required of Superintendent by the Board shall be job related and consistent with business necessity. Any medical or psychological examination under this section shall be at Board expense. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.

13. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third party Superintendent, the Board shall make premium payments on behalf of Superintendent and his eligible dependents for enrollment in the following insurance programs:

Health, Dental, and Vision insurance. The same health, dental, and vision insurance benefits (subject to the same deductibles and co-pays) as provided to bargaining unit employees represented by the Association of Okemos Administrators. This contribution, however, shall not be less than the amount determined by the Board to be necessary to comply with the Publicly Funded Health Insurance Contribution Act, Public Act 152 of 2011. The Superintendent's cost of the insurance shall be payroll-deducted from the Superintendent's compensation.

Term life insurance. (Superintendent only) Term life insurance equal to two (2) times the Superintendent's annual salary up to a maximum of \$328,000.

Long Term Disability insurance. The same long-term disability insurance as provided to bargaining unit employees represented by the Association of Okemos Administrators.

If the Superintendent provides a statement that he does not need health insurance, he may receive cash in lieu of insurance at the same rate as the Association of Okemos Administrators.

14. The Board reserves the right to change the identity of the insurance carrier, policyholder or third party Superintendent for any of the above coverages, 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 coverages for Superintendent and his eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder or third-party Superintendent. The terms of any contract or policy issued by any insurance company or third-party Superintendent shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. Superintendent 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.

15. Consistent with the District's calendar, the Superintendent is entitled to the following paid holidays for which no service to the District is required: Independence Day, Labor Day, the Friday before Labor Day (unless school is in session), Thanksgiving Day, Friday following Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King Day, President's Day (unless school is in session on President's Day) and Memorial Day. If Independence Day, Christmas Day, or New Year's Day falls on a Saturday or Sunday, the Monday following shall be recognized as the holiday unless school is in session on the Monday, in which case, the Friday before the named holiday shall be recognized as the holiday.

16. The Superintendent shall receive two (2) paid days per Contract year to be used for personal business other than vacation and sick leave. Personal business days shall not accumulate if unused in the contract year.

17. If Superintendent is absent from duty on account of personal illness or disability, he shall be allowed full pay for a total of 90 days per contract year, prorated based upon actual time worked. Sick days shall not accumulate from year to year.

A. Sick days are for personal sickness or injury or to attend to needs of a sick or injured member of the Superintendent's immediate family, which is defined as spouse, child, parent, parent-in-law, sister, brother, sister-in-law, brother-in-law.

B. If the Superintendent is not able to perform his/her duties due to mental and/or physical incapacity for an extended time period, the provisions of section #10 shall apply.

18. The District will not reimburse the Superintendent for mileage for travel within Ingham County. Nor will the District reimburse the Superintendent for a cell phone/data plan. It is at the discretion of the Superintendent to claim such items as business expenses when filing annual income tax forms.

A. For automobile travel in his/her personal vehicle on District business outside the Ingham Intermediate School District, the Superintendent shall be reimbursed for actual mileage at the Internal Revenue Service per mile rate.

B. For travel by air or other common carrier authorized by the Board, the Superintendent shall be reimbursed for the actual cost of transportation at the coach class rate.

Any expense to be incurred by Superintendent for out-of-district travel shall be submitted in advance for review and approval by the Board. Superintendent shall be required to present an itemized account of his reasonable and necessary expenses in accordance with direction of the Board or its designee.

19. The Superintendent shall devote his/her time, attention, and energy to the business of the District. However, he/she may serve as consultant to other districts or educational agencies, lecture, and engage in writing activities and speaking engagements of short-term duration at his/her discretion. The Board shall be advised in advance of such activities. If the Superintendent chooses to use vacation leave to perform outside activities, he/she shall retain any honoraria paid. If the Superintendent chooses to engage in such outside activities and does not use vacation leave, any honoraria received for such activities shall be remitted to the District. When consulting, lecturing, writing, or speaking is done for private gain, the Board is not responsible for any expenses incident to this activity.

20. The Board shall pay up to \$2,000 for the Superintendent's membership in professional/civic organizations. It is expected that the Superintendent will become a member of the Michigan Association of School Superintendents (MASA) and any membership fees for MASA will be paid by the District and will not be considered payment under this provision.

21. Subject to prior approval by the Board, the Superintendent may attend professional meetings and seminars at local, state, and national levels and shall be reimbursed for any registration fee and the necessary costs for the Superintendent's travel and subsistence expenses as approved by the Board in the annual budget and as processed pursuant to Board policy.

22. The Board shall reimburse the Superintendent for tuition expenses incurred by the Superintendent for the successful completion of up to two (2) graduate-level courses, six (6) credits per Contract year. These courses must be related to the Superintendent's responsibilities at Okemos Public Schools.

23. In recognition of the length of administrative service within the District, the Superintendent shall receive the following additional compensation (to be paid in a lump sum no later than December 31<sup>st</sup> of each Contract year):

Beginning with the 8<sup>th</sup> year = \$1,763  
Beginning with the 10<sup>th</sup> year = \$3,525

24. Upon retirement from the Okemos Public Schools, the Superintendent shall receive a payment at the rate of one hundred dollars (\$100) per year of service to the District for up to twenty (20) years. For years of services to the District beyond twenty (20) years, the Superintendent shall receive \$150 per year of service for each year of service to the District. For purposes of paragraph 24, "retirement" means leaving employment of the Okemos Public Schools and becoming an annuitant of the Michigan Public Schools Employment Retirement system or Social Security or both.

25. This Contract contains the entire agreement and understanding by and between the Board and Superintendent with respect to the employment of Superintendent and no prior or concurrent representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect. All prior contracts or other agreements (written or oral) pertaining to the terms of this contract are cancelled and are superseded by the terms of this contract. Provided, that this contract is voidable pursuant to the provisions of the Revised School Code pertaining to criminal records and criminal history checks.

No amendment to or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board reflected in its minutes, and signed by Superintendent

and the President and Secretary of the Board. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provision of this Contract at such time or at any other time.

26. If any provision of this Agreement becomes or is declared by a Court of competent jurisdiction to be illegal, unenforceable or void, this Contract shall continue in full force and effect without said provision(s).

27. Superintendent agrees that any claim or suit arising out of Superintendent's employment with the Board must be filed no more than six (6) months after the date of the employment action that is the subject of the claim or suit. Superintendent understands that the statute of limitations for claims arising out of an employment action may be longer than six (6) months, but agrees to be bound by the six (6) month period of limitation set forth herein and 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 law suit, it is the intent of the parties that the court enforce this provision to the extent possible and declare the law suit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.

28. This Agreement is executed on behalf of the Okemos Public School District pursuant to the authority granted as contained in the resolution of the Board adopted on November 21<sup>st</sup>, 2018, the same being incorporated herein by reference.

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

Date: 11/28, 2018

John Hood  
JOHN HOOD, SUPERINTENDENT

OKEMOS PUBLIC SCHOOLS  
BOARD OF EDUCATION

Date: 12/6, 2018

By Dean Bolton  
Dean Bolton, President

By Tonya Rodriguez  
Tonya Rodriguez, Secretary