

**KENOWA HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN
SUPERINTENDENT'S CONTRACT OF EMPLOYMENT**

THIS CONTRACT OF EMPLOYMENT entered into this 1st day of June, 2011, between the KENOWA HILLS PUBLIC SCHOOLS BOARD OF EDUCATION, hereinafter referred to as the Board, and Gerald Hopkins, as Superintendent, hereinafter referred to as the "Administrator" in this contract.

Because the Board of Education, in a meeting held on the 24th day of May, 2011, approved the of 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, the parties in consideration of the mutual promises contained in this contract agree to the following:

1. **CONTRACT PERIOD**

The Superintendent is employed for a period from July 1, 2011 through June 30, 2014. Upon the request of the Superintendent, the Board shall review this contract annually on or before March 31st and, if the Board determines the contract should be extended for an additional year, it shall take official action on or before March 31st and notify the Superintendent in writing of its decision to extend this contract.

2. **DUTIES**

The administrator agrees to faithfully perform the duties as Superintendent as may be assigned from time to time by the Board and such other duties as are required pursuant to the policies and regulations of the State of Michigan and the United States of America. The Superintendent shall serve as the Chief Executive Officer and Chief Administrator of the Board. He shall be entitled to present his recommendations to the Board on any subject under consideration by the Board.

3. **COMPENSATION**

The Board agrees to pay the Superintendent for his services during each year of this contract in equal biweekly installments. The salary for the first year of the contract (i.e. July 1, 2011, through June 30, 2012) shall be an annual rate of one hundred twenty five thousand five hundred dollars (\$125,500). Beginning in June of 2012 and annually thereafter for each ensuing year of employment, the Board retains the right to adjust upward the annual salary of the Superintendent and agrees to review the Superintendent's total compensation package prior to June 30th of each ensuing year of employment. Any adjustments made during the life of this contract shall be in the form of a written amendment.

4. EVALUATION

On or before the regularly scheduled April board meeting of each year of employment, the Board and Superintendent shall meet in a regular or special meeting for the purpose of mutual evaluation of the performance of the Superintendent and for expressing recommendations and observations on how such performance may be improved. The Superintendent shall submit to the Board a recommended format for this written evaluation and assessment of his performance within ninety (90) days of the effective date of this contract; and the Board shall meet and discuss the evaluation format with the Superintendent in an attempt to agree on the development of a mutually agreeable evaluation format. It is understood that the final decision regarding the evaluation format shall rest with the Board.

5. HOLD HARMLESS

In light of the unique nature of the professional duties of the Superintendent, the Board shall purchase insurance coverage for the Superintendent related to his employment by the Board designed to provide Superintendent with protection from liability related to Superintendent's employment. The defense and indemnity to which the Superintendent is entitled shall be solely dependent upon the terms of the insurance policy. The Board's obligation shall be limited to the payment of the insurance premiums.

6. FRINGE BENEFITS

Leave privileges, insurance, and other fringe benefits shall be as follows; provided however, that they shall be prorated in the event the Superintendent is not employed for the entire school year:

- a. It is understood that insurance benefits provided by the Board to the Superintendent are subject in all respects to the rules and regulations of the various insurance plans provided by the district, as well as any statutorily mandated employee contribution.
- b. The Superintendent shall be entitled to twenty (20) working days vacation for each year of the contract. Unused vacation time of up to five (5) days may be carried over to the next contract year. No more than five (5) days may be carried over to the next year unless otherwise approved by the Board. The Superintendent will be paid for unused vacation days upon termination of employment with the district; with such days to be paid at the current daily rate based on a work year of two hundred forty (240) days. When more than five (5) days of vacation are to be used at a time, the Superintendent shall mutually arrange for the scheduling of such vacation time with the Board President or next authoritative officer in the President's absence.
- c. Sick leave for the Superintendent shall include:

1. Eighteen (18) days per year will be granted to the Superintendent. Such days may accumulate to up to two contract years (520 days). Four (4) days of the sick leave may be used for personal business.
- d. The Superintendent shall have the following ten (10) holidays: New Year's Eve Day, New Year's Day, Good Friday, Memorial Day (as observed), July 4, Labor Day, Thanksgiving Day, and the day after Thanksgiving, Christmas Eve Day, and Christmas Day. Should school be in session on any of the above days, e.g. Good Friday, the Superintendent shall not have that day as a holiday. No additional day shall be provided.
- e. Leave without loss of pay, chargeable against the Superintendent's sick leave or vacation days, shall be granted for death in the family. A maximum of five (5) days leave, may be used for each death in the immediate family (father, mother, wife, child, sister, brother, mother-in-law, father-in-law, or dependent of the immediate household residence).
- f. The Board will provide the Superintendent with insurance coverage similar, but at least equal, to that provided by the Board for other administrative professionals employed by the District; including insurance protection for dental and orthodontics, long-term disability, full-family health, vision coverage, as offered to other administrators. During the term of this contract, the Board shall pay the annual premium for a two hundred fifty thousand dollars (\$250,000) term life insurance policy selected by the Superintendent.
- g. The Board shall provide the Superintendent with vouchered expenses, such as meals and lodging, which are reasonable and in keeping with the duties of the Superintendent and his office. These expenses shall be reimbursed per Board policy at the approval of the President of the Board.
- h. The Board shall pay the annual membership dues of the Superintendent for one (1) state and one (1) national professional education organization; and the annual membership dues to other organizations and associations upon the request of the Superintendent and with the prior approval of the Board.
- i. Annually, the Board shall provide the Superintendent with tax deferred compensation (annuity) equal to ten thousand dollars (\$10,000).
- j. The Board shall provide the Superintendent with an automobile allowance of four thousand five hundred dollars (\$4,500) annually. All travel outside of the district is reimbursable at the established IRS mileage reimbursement rate.

7. PROFESSIONAL GROWTH

- a. The Superintendent may attend appropriate professional education meetings at the local, state, and national levels and shall be reimbursed for his reasonable and necessary receipted expenses in connection with such meetings. Prior Board approval for meetings at the national level shall be required except for the annual conference of the American Association of School Administrators.
- b. The parties recognize that relevant courses of a continuing education nature, whether at a college, university, or otherwise, may be beneficial. The Board will reimburse the Superintendent for all courses necessary to satisfy the continuing education requirements established by Michigan law and regulations provided he receives a grade of "B" or better; with such reimbursement to cover tuition, books, and fees for courses approved by the Board through its Administrative Personnel Committee.
- c. The Superintendent agrees to and shall, during the term of this agreement, devote his time, attention, and energy to the position of the school district. However, he may serve as a consultant to other districts or other educational agencies or associations, lecture, engage in writing activities and speaking engagements, and engage in other activities which are of short-term duration at his discretion, keeping the President of the Board informed. When such outside activities require the Superintendent to be absent during regularly-scheduled hours, he shall use vacation leave to perform such activities and shall retain any honorarium paid to him. In no case will the school district be responsible for any expense related to the performance of outside activities.

8. TENURE

The above-named person shall not acquire tenure as an administrator in the position of Superintendent or in any other non-classroom position to which he may be assigned.

9. QUALIFICATIONS

Superintendent shall at all times satisfy the qualifications for his position required by the Board and by Michigan law and regulations. Qualifications shall include, but not be limited to, satisfaction of the Administrative Certification and continuing education requirements. This contract is subject to immediate termination by the Board in the event such qualifications are not satisfied.

10. TERMINATION

- a. During the length of this contract, the Superintendent shall not be subject to discharge for a reason which is arbitrary or capricious. No discharge shall be effective until written charges have been served upon him. He shall have an opportunity for a hearing before the Board not less than fifteen (15) days after

receipt of the written charges. The hearing shall be public or private at the option of the Superintendent. At the hearing, the Superintendent may have legal counsel at his own expense. The foregoing shall not apply to non-renewal of this contract or any extension of this contract. Termination of this contract by non-renewal shall be subject only to the procedures required by the laws of the State of Michigan and the United States. The Board specifically reserves the right to not extend or renew this contract or any extension of the contract regardless of cause or reason but subject only to the laws of the State of Michigan and the United States.

- b. Should the Superintendent be unable to perform the essential functions of his duties by reason of illness, accident, or other cause beyond his control and said disability exists for a period of more than accumulated sick leave during any school year, the District may in its discretion make a proportionate deduction from the salary stipulated. If said disability is permanent, irreparable, or of such a nature as to severely impair his ability to perform the assigned duties, in the judgment of the Board, this contract may be terminated by the Board.

11. DISPUTE RESOLUTION

Except as otherwise stated herein, any and all disputes, controversies or claims arising out of or in connection with or relating to this Contract, or any breach or alleged breach thereof, or any claim that the District violated any local, state or federal statute or state or federal constitution, including, but not limited to: the Michigan Elliott-Larsen Civil Rights Act, the Michigan Persons with Disabilities Civil Rights Act, the Michigan Freedom of Information Act, the Age Discrimination in Employment Act, and Title VII of the Civil Rights Act of 1964, all as amended; Michigan common law doctrines; or tort claims relating to the employment relationship with the District shall, upon the request of the party involved, be submitted to and settled by arbitration in the State of Michigan pursuant to the applicable rules of the American Arbitration Association (or at any other place or under any other forum of arbitration mutually acceptable to the parties involved), arbitration under this provision shall be conducted pursuant to the Michigan Arbitration Act, MCL 600.5001 *et seq*, MCR 3.602, and shall be subject to the following terms:

- a. The parties hereto specifically agree to arbitrate with the other party in a joint proceeding with regard to all common issues and disputes. As such, neither party may litigate such claims against each other in court. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.
- b. Notice of the demand for arbitration shall be filed, in writing, with the other party to this Agreement and with the American Arbitration Association (“AAA”). The demand for arbitration shall be made within 180 days after the claim, dispute, or

other matter in question arose. Each party is responsible to pay the initiation fee assessed by AAA.

- c. The parties shall have the right to be represented by counsel of their choice and at their cost.
- d. With respect to any statutory claims, the parties shall be permitted pre-hearing discovery in the time and manner provided by the Michigan Court Rules.
- e. An arbitrator shall be chosen according to the American Arbitration Association procedures, and shall be impartial to the matter. The arbitrator shall be sworn to hear and decide the matter fairly.
- f. The arbitrator shall have no power to add to, subtract from, or alter the terms of this Agreement, and shall render a written decision setting forth findings of fact and conclusions of law only as to the claims or disputes at issue.
- g. This arbitration procedure does not waive or limit, in any way, any statutory damages to which a party claims it or he is entitled. The Board shall pay 2/3 of the fees and costs of the arbitrator, and the Superintendent shall pay 1/3 of such fees and costs, however, Superintendent's share shall not exceed \$500.00. Each party shall pay for its or his own costs and attorney's fees, if any. If any party prevails on a statutory claim that entitles the prevailing party to attorneys' fees, the arbitrator may award reasonable fees to the prevailing party in accordance with such statute.
- h. Any award by the arbitrator shall be final, conclusive, and binding upon the parties, and a judgment thereon may be entered in the highest court for the forum, state or federal, having jurisdiction. Upon the entry of an arbitral award in favor of the Superintendent, the District shall have thirty (30) days after its receipt of such award within which to fully comply with the same, and a judgment may not be entered to enforce such award until such time as the District has had reasonable opportunity to comply with the arbitral award in accordance with this provision.

12. AMENDMENT

This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be amended, renewed, or extended except by an instrument in writing (addendum or otherwise), duly adopted and executed by the parties.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year herein written.

KENOWA HILLS PUBLIC SCHOOLS BOARD OF EDUCATION

By _____

President of the Board of Education

By _____

Vice President of the Board of Education

By _____

Secretary of the Board of Education

By _____

Treasurer

ADMINISTRATOR

Gerald Hopkins