

**NORTHVIEW PUBLIC SCHOOLS
SUPERINTENDENT'S CONTRACT OF EMPLOYMENT**

This Contract is made and entered into this 27th day of June, 2016 by and between the NORTHVIEW PUBLIC SCHOOLS BOARD OF EDUCATION, hereinafter referred to as "Board" or "District," and DR. M. SCOTT KORPAK, hereinafter referred to as "Superintendent."

WHEREAS, the District and the Superintendent believe that a written Contract is necessary to describe their relationship and to serve as the basis for effective communication between them in the fulfillment of their governance and administration of the educational and operational programs of the District.

NOW, THEREFORE, the District and the Superintendent, in consideration of the premises and the covenants herein specified, agree as follows:

1. **TERM.** The District hereby employs and the Superintendent hereby accepts employment as the Superintendent of Schools for a term commencing July 1, 2016 and ending June 30, 2018. Commencing with February 1, 2018, and continuing each February 1 thereafter, this Contract shall be deemed renewed for one additional fiscal year (July 1 to June 30) unless written notification to the contrary has been given by the Board to the Superintendent on or before February 1 of such year: provided, however, that such renewal shall not occur if the Superintendent fails to timely place the matter on the agenda for action by the Board during the month of January or, as an alternative to placement on the agenda, fails to remind each Board member by mail prior to February 1 of each year of the existence of this automatic renewal clause. This Contract is also subject to nonrenewal as provided within the Michigan Revised School Code and termination as described herein.

2. **QUALIFICATIONS.** At all times during the term of this Contract, the Superintendent represents that he holds all certificated and other qualifications as required by the Board, state law, the State Board of Education, and the North Central Association. If at any time the Superintendent fails to meet the applicable requirements, this Contract, without further action by either of the parties, shall thereupon be automatically terminated.

3. **TENURE EXCLUSION.** Superintendent shall not by virtue of this Contract of Employment acquire teacher tenure within the meaning of the Michigan Teachers' Tenure Act in the position of Superintendent or any other non-classroom position.

4. **PROFESSIONAL RESPONSIBILITIES OF SUPERINTENDENT.**

The Superintendent shall perform the usual and necessary duties and tasks of the chief executive officer of a school district in a competent and professional manner, subject to the satisfaction, direction and control of the Board of Education of the District, which shall be the sole judge of performance. Without limiting the generality of the preceding, such duties and tasks shall include and be subject to the following:

A. Duties. The Superintendent shall have charge of the administration of the schools under the direction of the Board of Education and shall administer the District according to Board policy and the requirements, directives, regulations and guidelines of the Board of Education. The Superintendent shall comply with the requirements and directions of the Board of Education even though such may not have been formally adopted by the Board of Education. He shall be the chief executive officer of the District; shall assign and direct teachers and other employees of the District under his supervision: shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the District subject to the approval of the Board; shall timely suggest regulations, rules and procedures deemed necessary for best operations of the District; and shall, in general, perform all duties incident to the office of superintendent of schools and such other duties as may be prescribed by the Board. Nothing in this Contract shall preclude the Board from exercising its authority to change the duties or assignment of the Superintendent, nor shall the Superintendent be deemed entitled to any specific responsibility or title, provided that in no event shall the Board be entitled to reduce the salary or benefits set forth herein while this Contract is in effect.

B. Services. This Contract is intended by the parties to be a full-time contract and the Superintendent shall devote his attention to the functions of Superintendent at all times during the term of this Contract.

C. Relationship to the Board. The Board of Education shall promptly refer all criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendation unless the Board determines that the welfare of the District, its students or its staff requires action inconsistent with this provision. The Superintendent shall have the obligation; unless excused, to attend all board meetings and District-created citizen committee meetings, serve as an ex-officio member of all board committees, and provide administrative recommendations on each item of business considered by each of these groups. The Board shall have the option to meet without the Superintendent present.

D. Outside Activities. The Superintendent shall devote the necessary time, attention, and energy to the business of the District. Participation in outside activities by the Superintendent on a regular or ongoing basis during regularly scheduled District office hours shall be subject to advance approval by the Board in its discretion. Board approval is also required where the time requirement during regularly scheduled District office hours for non-recurring activities is anticipated to be substantial (e.g., conferences which require the Superintendent's absence from the District for two or more regular business days). In the event the Board, in its sole discretion, determines that any outside activities interfere with the Superintendent's satisfactory performance or the time necessary for satisfactory performance of his duties, it may require the Superintendent to cease some or all of such activities. It is understood that any outside activities during regularly scheduled work days shall occur on vacation or personal leave days.

E. Incorporation of Laws. Notwithstanding and not as a modification of any other specification or reference herein, this Contract is subject to and includes all

applicable laws of the federal and state governments and all duly adopted policies, rules, and regulations of the District as are in effect or become in effect during the term of this Contract; and the District specifically reserves the right to change such policies, rules, and regulations at any time without prior notice.

5. **COMPENSATION.** The District shall pay the Superintendent as remuneration for his services a salary at a rate based on an annual base salary of \$139,500.00, longevity and degree stipends equal to the schedule listed in the most recent Administrator's Salary and Benefits Manual, and of the base salary amount, the District shall make a non-elective contribution into a 403(b) account designated by the Superintendent in the amount of \$8,000.00. The base salary and other components of his annual remuneration may be increased from time to time by written addendum to this Contract signed by each of the parties hereto; typically the increase shall occur on or before July 1 for the succeeding fiscal year. In the event that there is no agreement by July 1, Superintendent's salary shall not be less than the previous year, absent mutual agreement to reduce same. Payments made to the Superintendent under this Contract shall be payable consistent with the customary payroll practices of the District. All payments under this Contract shall be subject to such withholding and deductions as may be required pursuant to applicable laws, government regulation, District policy or order, or by written agreement with, or the written consent of the Superintendent.

6. **FRINGE BENEFITS.** The Superintendent shall be entitled to fringe benefits as follows:

A. The Superintendent shall receive twenty-five (25) days of vacation for each fiscal year, pro-rated for less than a complete fiscal year. Upon termination, resignation or retirement, unused accumulated vacation will be compensated at one hundred (100) percent of the per diem salary rate then in effect. Vacation leave is accrued proportionately to the time of service in any given year but the entire yearly allowance may be utilized at any time during the year, subject to reimbursement to the District if leave is taken in excess of the proportion finally accrued. Vacation shall be taken at such times as are agreed upon by the Board and the Superintendent; provided, however, that the Board shall not unreasonably withhold such agreement. Following each fiscal year, either the Board or the Superintendent may, upon providing ten (10) days written notice to the other, cause payment to be made to the Superintendent at the then current per diem rate for up to ten of the unused vacation days.

B. The Superintendent shall receive an initial allocation of Twenty (20) sick leave days for disability due to illness or injury. As of July 1 of each subsequent year, an additional 13 days of sick leave will be added to the balance, if any. At the separation of employment for any reason, any unused sick leave shall be reimbursed to the Superintendent, except for the initial allocation of sick leave, at the rate of \$100 per day or the then current sick leave reimbursement applicable to administrators, if any, whichever is greater.

C. The Board shall pay the Superintendent's membership fees and dues as it may determine.

D. The District shall reimburse the Superintendent for reasonable expenses necessarily incurred by the Superintendent in carrying out his duties hereunder, including professional development costs and expenses, subject to submission of paid receipts, and in accordance with Board policies and procedures. The determination of reasonableness shall be in the sole discretion of the Board.

E. The Superintendent shall receive a vehicle allowance of \$300.00 per month for the 2016-2017 fiscal year in lieu of all other allowances and mileage, except that travel outside of Kent County in performance of his duties and in attending hearings and conferences on behalf of the Board will be additionally compensated for at the IRS rate per mile. The Superintendent shall use an automobile satisfactory to the Board, is responsible for maintenance and operating costs and is responsible for liability insurance in an amount not less than \$500,000.00.

F. The Superintendent shall be provided medical, dental, and vision insurance coverage under the policies carried or sponsored by the District for its administrators, with such coverage extended to the Superintendent, spouse, and eligible dependents and being paid for entirely by the District.

G. The Superintendent is encouraged to establish and maintain his primary residence within the boundaries of the District at all times during the term of this contract, and he is required to do so within twenty (20) miles of the boundaries of the District.

H. The District shall pay for the Superintendent to have a regular annual physical examination to a maximum of \$350.00 per year (if not covered by medical insurance).

I. All other benefits not specifically addressed within this Contract of Employment will be administered according to the most recent Administrative Salary & Benefits Manual, which the Board reserves the right to amend. (Which includes a monthly cell phone stipend of \$100.00)

J. The District shall pay the employer contribution to the Michigan Public School Employees Retirement System (MPERS) as required by applicable law.

7. PROFESSIONAL LIABILITY.

A. Hold Harmless. The District agrees that, to the extent it can legally do so, it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings at law or in equity (specifically excluding, however, any demands, claims, suits, actions, or legal proceedings brought against the Superintendent by or on behalf of the District, and any criminal proceedings brought against the Superintendent), in his individual capacity or in his official capacity as agent and employee of the District, provided the incident giving rise to the claim arose while the Superintendent was acting in good faith and within the scope of his employment and not willfully or wantonly, and provided further that the Superintendent was not acting contrary to Board policies, procedures or regulations. The District may at

the Board's option provide a policy of insurance to meet its obligations under this Contract and the parties hereby agree that such coverage shall be in full satisfaction of the Board's obligations herein.

B. Provision of a Defense. The obligations of the District pursuant to this Section 7 shall be conditioned on (a) prompt notification to the District by the Superintendent of any threatened or reasonably contemplated claim; (b) full cooperation by the Superintendent with the District and legal counsel in defending the claim; and (c) the Superintendent not compromising, settling, negotiating, or otherwise similarly dealing with the claim without the express consent of the Board of Education.

C. Reimbursement. In the event the District has provided a defense pursuant to this Section 7, and a court or other decision making body having jurisdiction over the matter determines that the act or omission of the Superintendent did not occur during the performance of his duties hereunder and within the scope of his employment or that the act or omission was willful or wanton or not in good faith, the Superintendent shall reimburse the District for all costs of such defense and indemnity actually incurred by the District.

D. No Individual Liability. In no event shall individual Board members be individually or collectively liable or responsible to the Superintendent for defending or indemnifying the Superintendent against such demands, claims, suits, actions, and legal proceedings.

8. **EVALUATION CRITERIA.** The criteria by which the Superintendent shall be evaluated shall include the Superintendent's compliance with and implementation of the Board's policies, with specific emphasis on the Board's ends and operating limitations policies. Within ninety (90) calendar days after the beginning of this Contract and before October 1 of each subsequent year, the Board and Superintendent will mutually establish specific objectives against which the Superintendent's performance will be evaluated. In the event mutual agreement is not reached in writing and signed by such dates, or another mutually agreed upon date, the Board will establish such objectives.

9. **EVALUATION.** The Board shall evaluate and assess in writing the performance of the Superintendent during the term of this Contract pursuant to applicable District evaluation procedures and state law, not less than once each contract year, and more frequently at the request of the Board or Superintendent. If the Superintendent requests closed session in connection with such evaluation, the Board shall grant his request. In the event that the Board determines at any time during this Contract that there are concerns regarding the Superintendent's performance which jeopardize continued employment, the Board will so advise the Superintendent and provide an opportunity for response.

Nothing in this evaluation section, Section 8, or the implementation of these sections shall be deemed to create or to be a prerequisite to or condition of dismissal, termination, or other personnel actions taken by the Board regarding the Superintendent. A failure to evaluate in a timely manner shall not be construed as an evaluation of satisfactory performance.

10. **TERMINATION OF EMPLOYMENT CONTRACT.** This employment Contract may be terminated by:

A. **Mutual Agreement.** This Contract may be terminated by mutual agreement of the parties.

B. **Absence of Superintendent.** The parties acknowledge that the Superintendent's presence on the job is crucial to the success of the District. Accordingly, and subject to any applicable requirements of the Family and Medical Leave Act, the District may terminate this Contract by written notice to the Superintendent at any time after the Superintendent has been absent without pay from his employment because of illness or injury for a continuous period of ninety (90) days. All obligations of the District under this Contract shall cease upon such termination.

The District may terminate this Contract at anytime it is determined that the Superintendent will be absent from work indefinitely, provided that in the event of such termination the Superintendent shall be paid for all accrued but unused leave available under this Contract. If a question exists concerning the capacity of the Superintendent to return to or perform the essential functions of the Superintendent, the District may require the Superintendent to submit to a medical examination to be performed by a medical doctor. The District and the Superintendent shall mutually agree upon the physician who shall conduct the examination. If the parties are unable to mutually agree upon a physician, a physician shall be designated by the Board president. The examination shall be done at the expense of the District. The physician shall limit his or her report to the issue of whether the Superintendent has a continuing physical or mental disability which prohibits him from performing his duties.

In the event that the Board determines that the Superintendent is unable to perform the essential functions of the position, it may terminate this Contract subject to the hearing procedure described in Subsection 10.D and upon payment to Superintendent of three months pay or the amount owing to the expiration date of this Contract, whichever is less, and accrued leave benefits as specified herein, if any, as of the date of termination.

Nothing in this section shall limit the Board's exercise of its rights under Subsections 10.C or 10.E.

C. **Discharge for Cause.** Throughout the term of this Contract the Superintendent shall be subject to discharge for good and just cause, which shall include, but not be limited to, the failure to perform the material duties assigned to the Superintendent engaging in conduct injurious to the District; commission of one or more acts or omissions constituting misfeasance or malfeasance; conviction of a felony or other crime of moral turpitude or a circuit court misdemeanor or any offense involving (i) use of alcohol, illegal drugs, prescribed drugs contrary to prescription or (ii) students, parents or employees of the District; knowingly, negligently, or intentionally acting or failing to act in violation of any applicable law, judgment, rule, regulation, order or District policy where, in the judgment of the Board such action or inaction has an adverse effect on the

District; acting or failing to act in a way which constitutes a material breach of this Contract or otherwise engaging in conduct which constitutes "cause" for dismissal under applicable legal principles; dishonesty in relation to the performance of his duties or causing detriment to the District; conduct that causes public shame, humiliation, embarrassment or is otherwise detrimental to the District; a positive drug test for prohibited or the misuse of prescribed drugs; any abuse or misuse of alcohol detrimental to the District. The parties acknowledge that the Board has adopted specific policies addressing operating limitations and ends, and agree that the Superintendent's violation of or failure to implement those policies as required by the Board may be deemed by the Board as cause for discharge. Further, if and only to the extent required by law, "cause" shall include reasons that are not arbitrary and capricious.

D. Procedure. The Board shall not discharge the Superintendent for cause unless he has first been given written notice of charges and an opportunity for a hearing. If the Superintendent timely requests a hearing, the Board of Education shall hold the hearing or direct an independent hearing officer of its choice to conduct the hearing and to make findings of fact and nonbinding recommendations to the Board. If the Superintendent chooses to be accompanied by legal counsel at the hearing, the Superintendent's legal expenses shall be paid by the Superintendent.

E. Unilateral Termination by District. The District may unilaterally terminate this Contract without cause or hearing before expiration of the term upon payment of six months salary as defined in Section 5. Such payments shall be made in six equal monthly installments. Superintendent waives all provisions of law arguably in conflict with or contrary to this provision, if any, including but not limited to Section 1229 of the Michigan Revised School Code.

F. Death of the Superintendent. This Contract shall automatically terminate upon the death of the Superintendent. In such event, the Superintendent's estate shall be paid the full monthly salary installment pursuant to Section 5 for the month during which the death occurred.

G. Unilateral Termination by Superintendent. The Superintendent may unilaterally terminate this Contract only upon six months' prior written notice to the Board, during which six months the Superintendent shall continue to perform his obligations to the District.

H. Obligations Cease On Termination. Except as expressly provided in this Contract, in the event the Superintendent's employment is terminated for any reason, all obligations of the District hereunder shall terminate.

11. SUSPENSION OF THE SUPERINTENDENT. The Board of Education may, at any time, suspend the Superintendent with pay and benefits and without prejudice for such purposes and period of time as the Board deems to be in the best interest of the District. In any case, the Superintendent shall be notified in writing of reasons for the suspension.

12. **WAIVER.** Waiver by either party of a breach of any provision of this Contract shall not be construed as a waiver of a breach of any other provision or of any subsequent breach.

13. **SAVINGS CLAUSE.** If, during the term of this Contract, it is found that a specific clause of this Contract is illegal under federal or state law, the remainder of the Contract not affected by such a ruling shall remain in full force and effect.

14. **BINDING EFFECT.** This Contract is one for personal services to be provided only by M. Scott Korpak only and may not be assigned. Any compensation due and payable to M. Scott Korpak under this Contract shall be payable to his heirs and legal representatives in the event of his death.

15. **MICHIGAN.** This Contract, and the rights and obligations of the parties hereto, shall be interpreted and construed in accordance with the laws of the State of Michigan. It is agreed that Kent County is the proper venue for any disputes arising under this Contract as written.

16. **ENTIRE AGREEMENT.** This Contract sets forth the entire agreement between the parties concerning employment of the Superintendent and supersedes all prior agreements and understandings between the parties, whether written or verbal, concerning these matters. Except as otherwise stated herein, changes to this Contract, whether by way of addition, deletion or both, are not binding unless in writing and signed both parties. In signing this Contract, Superintendent does not rely upon any representation or inducement other than those set forth herein.

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IN WITNESS WHEREOF, the District has caused this Contract of Employment to be approved on its behalf by a duly authorized officer of the Board of Education and the Superintendent has approved this employment Contract effective on the day and year first above written.

**BOARD OF EDUCATION OF THE
NORTHVIEW PUBLIC SCHOOLS**

By: _____
Doug S. LaFleur
President, Board of Education

ATTEST:

Renee J. Montgomery
Secretary, Board of Education

SUPERINTENDENT

Dr. M. Scott Korpak
Superintendent of Schools