



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

This Contract is made and entered into this 14<sup>th</sup> day of October, 2024 by and between the **NORTHVIEW PUBLIC SCHOOLS BOARD OF EDUCATION**, hereinafter referred to as "Board" or "District," and **DR. CHRISTINA HINDS**, 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 Board agrees to employ the Superintendent of the District from July 1, 2024 through June 30, 2026. The Board shall review this contract with the Superintendent annually, and shall, on or before March 31 of each ensuing year, take official action determining whether or not it is extended for an additional year and notify the Superintendent of its action in writing.

This Contract is subject to nonrenewal pursuant to the procedures of MCL 380.1229.

2. **QUALIFICATIONS.** At all times during the term of this Contract, the Superintendent represents that she holds all certificated and other qualifications as required by the Board, state law, and the State Board of Education. 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 tenure within the meaning of the Michigan Teachers' Tenure Act in the position of Superintendent or any other non-classroom position.
4. **THE PROFESSIONAL RESPONSIBILITIES OF SUPERINTENDENT.** 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. She 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 her 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.** Commencing July 1, 2024, the District shall pay the Superintendent as remuneration for her services a base salary at a rate of \$185,136 (step 2 of the salary schedule included in Addendum B). In addition, the Superintendent shall receive compensation according to Addendum A. Other components of her annual compensation may be increased from time to time by written addendum to this Contract signed by each of the parties hereto and approved by the Board, provided that the Superintendent maintains an Effective annual performance evaluation rating. In the event that there is no agreement by July 1, the 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. **PERFORMANCE BASED COMPENSATION.** Annually, the Board shall establish performance-based goals for the Superintendent which shall consider the prioritized Ends Policies. The Board shall conduct an annual evaluation of the Superintendent using a state and board approved evaluation tool and in compliance with Paragraph 9.
- 7. **FRINGE BENEFITS.** The Superintendent shall be entitled to fringe benefits as follows:
  - a. The Superintendent shall receive thirty (30) days of vacation per contract year (July 1 – June 30). 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. During the contract 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 (10) of the unused vacation days.
  - b. As of July 1 of each year of the contract, the Superintendent shall receive 20 PTO days. At the separation of employment for any reason, any unused PTO days shall be reimbursed to

the Superintendent at the rate of \$300 per day. During the term of this Agreement, and until such time as Superintendent has accumulated 60 PTO days, the District shall provide up to 60 PTO days to cover any absence due to personal illness or disability.

- 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 her 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 be reimbursed for travel outside of Kent County in performance of her duties and in attending hearings and conferences on behalf of the Board 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. Subject to 2011 PA 152, as amended, the Superintendent shall be provided medical, dental, vision, life and long term disability 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.
- g. The Superintendent is encouraged to establish and maintain her primary residence within the boundaries of the District at all times during the term of this contract and she is required to do so within twenty (20) miles of the boundaries of the District.
- h. The District shall pay the employer contribution to the Michigan Public School Employees Retirement System (MPERS) as required by applicable law.

## **8. 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 her individual capacity or in her 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 her 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. **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.

#### **9. EVALUATION.**

The Superintendent shall be evaluated by the Board in compliance with the Michigan Revised School Code, MCL 380.1249b. The Board and Superintendent shall meet in open session, unless otherwise requested by the Superintendent, 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, if appropriate. 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. The tool used to evaluate the Superintendent shall be approved by the Board. The evaluation process shall be delineated in Board Policy and corresponding Administrative Guidelines, and shall comply with state law. In the event that the Board determines at any time during the 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 shall be deemed to create or to be a prerequisite to or condition of dismissal, termination, non-renewal or other personnel actions taken by the Board regarding the Superintendent.

#### **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. The Superintendent shall be granted up to ninety (90) days of income protection for personal illness or disability which exceed five (5) consecutive work days in duration. The rate of pay for purposes of income protection shall be the Superintendent's rate of pay on the first day of illness or disability. Such income protection benefits shall not apply at such a time that the Superintendent qualifies for long-term disability insurance benefits provided under this agreement. The Superintendent shall furnish medical certification to the Board regarding the necessity for disability leave. If the Board has reason to doubt the validity of the medical certification supplied by the Superintendent, it may require a second opinion, at Board expense. After taking such disability leave, the Superintendent shall provide the Board a certification that she is fit for duty from the Superintendent's health care provider. A second opinion may be required by the Board, at its expense, unless such a second opinion in this context is precluded by the Family and Medical Leave Act. Should the Superintendent be unable to perform any or all of her duties by reason of illness, accident or other cause behind her control, and if the disability continues for more than ninety (90) days during any school year, or if it is permanent, irreparable or of such a nature as to make the performance of the Superintendent's duties impossible, the Board may, in its discretion terminate this agreement, and all the duties, rights and obligations of both parties shall end.
- 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 her 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.

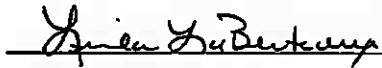
- d. **Procedure.** The Board shall not discharge the Superintendent for cause unless she has first been given written notice of charges and an opportunity for a hearing. If the Superintendent timely requests a hearing, the Board of Education shall hold the hearing or direct an independent hearing officer 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. **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.
  - f. **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 her obligations to the District.
  - g. **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 Dr. Christina Hinds only and may not be assigned. Any compensation due and payable to Dr. Christina Hinds under this Contract shall be payable to her heirs and legal representatives in the event of her 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 by both parties. In signing this Contract, the Superintendent does not rely upon any representation or inducement other than those set forth herein.

**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**

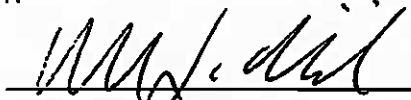
By:



Linda LaBerteaux

President, Board of Education

ATTEST:



Matthew Nibelink

Secretary, Board of Education



Dr. Christina Hinds

Superintendent of Schools

## **ADDENDUM A**

**The compensation identified below are to be paid annually on a biweekly basis according to the following dates:**

**July 1, 2024 - June 30, 2025 (paid in full)**

- **DEGREE STIPEND - \$3,100.00**
- **LONGEVITY - \$1,200.00**
- **TAX-DEFERRED ANNUITY - The Board shall, during each year of this Agreement (i.e. July 1 through June 30), pay directly into a tax-deferred annuity (of Superintendent's choosing), on Superintendent's behalf and for Superintendent's benefit, a sum equal to ten percent (10%) of Superintendent's then current base annual salary. Superintendent shall not have the option of receiving this payment in cash.**

**July 1, 2025 - June 30, 2026 (paid in full)**

- **DEGREE STIPEND - \$3,100.00**
- **LONGEVITY - \$1,200.00**
- **TAX-DEFERRED ANNUITY - The Board shall, during each year of this Agreement (i.e. July 1 through June 30), pay directly into a tax-deferred annuity (of Superintendent's choosing), on Superintendent's behalf and for Superintendent's benefit, a sum equal to ten percent (10%) of Superintendent's then current base annual salary. Superintendent shall not have the option of receiving this payment in cash.**

**ADDENDUM B****SUPERINTENDENT SALARY SCHEDULE**

	<b>2024-2025</b>	<b>2025-2026</b>
<b>Step 1</b>	\$180,711	\$185,229
<b>Step 2</b>	\$185,136	\$189,764
<b>Step 3</b>	\$189,671	\$194,413
<b>Step 4</b>	\$194,319	\$199,177
<b>Step 5</b>	\$199,084	\$204,061
<b>Step 6</b>	\$203,968	\$209,067
<b>Step 7</b>	\$208,974	\$214,199
<b>Step 8</b>	\$214,106	\$219,458
<b>Step 9</b>	\$219,365	\$224,849
<b>Step 10</b>	\$224,756	\$230,375
<b>Step 11</b>	\$230,282	\$236,039
<b>Step 12</b>	\$235,946	\$241,844

**In lieu of paying an annual mileage stipend of \$2,400.00 and an annual cell phone stipend of \$1,200.00, each step of the 2024-2025 salary schedule has been increased by a total of \$3,600.00**