

WYOMING PUBLIC SCHOOL DISTRICT

CONTRACT OF EMPLOYMENT

ADMINISTRATOR

**THIS AGREEMENT** Made this 1<sup>st</sup> day of July 2019 between the Board of Education of the Wyoming Public Schools, Kent County, Michigan, (hereinafter "the Board") and Craig Hoekstra (hereinafter " Administrator") that pursuant to Section 1229(2) of the Revised School Code of the State of Michigan, the Board, does hereby employ the said Administrator for the 2019-2020, 2020-2021 and 2021-2022 school years, commencing on July 1 and ending on June 30, according to the terms and conditions as described and set forth herein as follows:

- 1. EMPLOYMENT AND DUTIES**—The Administrator shall perform the duties and responsibilities directed by the Board and as may be established, modified and/or amended by the Board and under the supervision and direction of the Superintendent of School. Administrator is subject to transfer or reassignment at the discretion of the Superintendent and with the approval of the Board.
- 2. CERTIFICATION**—Administrator represents that he/she 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. Administrator agrees, as a condition of his/her continued employment, to meet and maintain 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 Administrator fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position of assigned as required herein, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.
- 3. TENURE**—Administrator shall not acquire continuing tenure in this or any other administrative capacity or non-classroom or non-teaching position to which Administrator may be assigned.
- 4. EVALUATION**—Administrator performance shall be evaluated by the Superintendent (or his/her designee) at least annually using multiple rating categories that take into account student growth to the extent required by Section 1249 of the Revised School Code (or its successor provision).
- 5. COMPENSATION**—Administrator shall be paid an annual (twelve months) salary \$180,250.00 for 2019-2020. Each year is 260 days which will be paid in twenty-six (26) equal bi-weekly installments beginning with the commencement July 1 of each year. The Board shall make payroll deductions required by law or approved by Administrator in writing. Compensation shall be prorated, where necessary, to reflect services actually rendered in the event the contract obligations are unfulfilled. As required by section 1250 of the Revised School Code, Administrator's job performance and job accomplishments will be significant factors in determining any adjustment to Administrator's compensation. Compensation for future years will remain the same or may be adjusted by the Board.
- 6. LEAVE & FRINGE BENEFITS**—Administrator will be eligible for such leave privileges, insurance and fringe benefits offered by the District in Policy 3400 for the administrative position(s) covered by this contract.
- 7. TERMINATION.** Involuntary: This agreement may be terminated at any time for Administrator's failure to meet its terms, all of which are material to continued employment. Administrator may be discharged any time the Board determines that Administrator has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, for acts otherwise deemed to violate the proper standards of conduct or adversely reflecting on the Board (including criminal conviction for felony offense) or for other causes that are not arbitrary or capricious. The Administrator shall be entitled to written notice of charges and an opportunity for a hearing before the Board. Upon termination by these standards, the Board shall have no financial obligation to fulfill the remainder of the contract from the date of termination. Layoff: This contract may be terminated during its term pursuant to a reduction in administrative personnel, as determined by the Board, which provides for administrator's layoff. Reasons for layoff may include, but are not limited to, anticipated financial shortfall, need to reorganize/consolidate programs or facilities, or an anticipated lack of work. The Administrator shall be given not less than 30 calendar day notice of layoff prior to the effective date of layoff. These standards for termination of the contract during its term shall not be applicable to non-renewal of this contract at the expiration of its term, which is discretionary with the Board. Non-Renewal: Any non-renewal of this contract shall be in accordance with the requirements of the Michigan School Code for administrators covered by the school code. Voluntary: The Superintendent and the Board may terminate this contract at any time upon such terms as they find mutually agreeable, such terms shall be reduced to writing and signed by both parties.

This agreement contains the entire understanding by and between the Board and Administrator with respect to the employment of Administrator 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.

In witness whereof, the parties have caused the Agreement to be executed on the day and year first written above.

For the School District Board of Education

Administrator

Date: 9.3.19

Date: July 25, 2019