

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

This Contract is made and entered into this 23rd day of November, 2020 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 as of January 2, 2021 and ending June 30, 2026 . Provided that the Superintendent maintains an Effective or Highly Effective rating on his most recent annual evaluation, this Contract shall be extended for one additional fiscal year (July 1 to June 30) unless the Board takes official action to the contrary by the June 30 prior to the extended year, in a public meeting held in conformity with the Open Meetings Act.

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, 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. **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

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 January 1, 2021, the District shall pay the Superintendent as remuneration for his services a salary at a rate based on an annual base salary of \$157,000.00. In addition, the Superintendent shall receive stipends according to Addendum A. 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, and provided that the Superintendent maintains an Effective or higher annual performance evaluation rating. 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. **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 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 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

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 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.

9. **EVALUATION.** The Superintendent shall be evaluated annually by the Board, except as provided in this Paragraph. 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

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.

signing this Contract, Superintendent does not rely upon any representation or inducement other than those set forth herein.

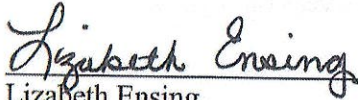
IN WITNESS WHEREOF, the District has caused this Contract of Employment to be approved on its behalf by a duly authorized officer of the Board of Education and the Superintendent has approved this employment Contract effective on the day and year first above written.

BOARD OF EDUCATION OF THE  
NORTHVIEW PUBLIC SCHOOLS

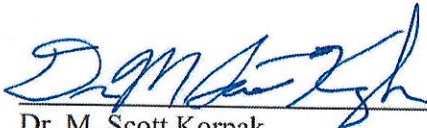
By: 

Doug S. LaFleur  
President, Board of Education

ATTEST:



Lizabeth Ensing  
Secretary, Board of Education



Dr. M. Scott Korpak  
Superintendent of Schools

## ADDENDUM

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

January 1, 2021 – June 30, 2021 (paid in full)

July 1, 2021-June 30, 2022 (paid in full)

July 1, 2022-June 30, 2023 (paid in full)

July 1, 2021-June 30, 2024 (paid in full)

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

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

- DEGREE STIPEND - \$3,100
- LONGEVITY STIPEND - \$1,200
- MILEAGE STIPEND – \$2,400
- CELL STIPEND – \$1,200

The following benefit will be paid directly to a life insurance carrier as agreed upon between the Superintendent and the Board.

- SUPPLEMENTAL LIFE INSURANCE STIPEND - \$10,000/year for 3 years

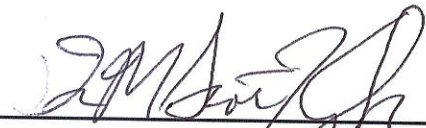
AMENDMENT TO SUPERINTENDENT CONTRACT OF EMPLOYMENT

This Agreement is entered into this 16<sup>th</sup> day of December 2021 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'.

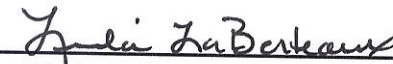
The District and the Superintendent entered into a written Superintendent Contract of Employment ("Contract") on November 23, 2020, which is currently in effect from January 2, 2021 through June 30, 2026. The Contract included a one-page Addendum which, among other items, included a SUPPLEMENTAL LIFE INSURANCE STIPEND in the amount of \$10,000 for three years (see attached).

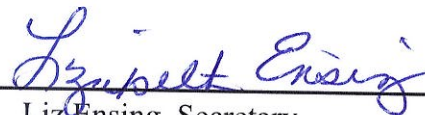
Pursuant to Paragraph 16 of the Contract, the Board and the Superintendent mutually agree to Amend the Addendum to strike any reference to a Supplemental Life Insurance Stipend and cease payment of the Supplemental Life Insurance Stipend, effective immediately.

All other terms and conditions contained in the November 23, 2020 Superintendent's Contract of Employment and Addendum shall remain in full force and effect through June 30, 2026.

  
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Dr. M. Scott Korpak, Superintendent

NORTHVIEW PUBLIC SCHOOLS  
BOARD OF EDUCATION

By:   
\_\_\_\_\_  
Linda LaBerteaux, President

By:   
\_\_\_\_\_  
Liz Ensing, Secretary