

**HOPKINS PUBLIC SCHOOLS  
HOPKINS, MI 49328**

THIS AGREEMENT, entered into this July 1, 2020 between the Hopkins Public School Board of Education, hereinafter called "Board" and Gary Wood, hereinafter called "Superintendent".

WITNESSETH:

**1. CONTRACT PERIOD**

The Board agrees to employ the Superintendent as Superintendent of Schools for the term of 3 (three) years commencing July 1, 2020 and expiring on June 30, 2023. The Board of Education, in its sole discretion, and with or without cause, may decline to extend this contract for an additional year. The Board shall review this contract with the Superintendent annually.

Operation of Law. Unless the Board gives written notice of non-renewal of this contract to the Superintendent in accordance with Section 1229 of the Michigan Revised School Code, or any successor statute, this contract will at its expiration June 30, 2023, without further action, be automatically renewed for an additional one-year period, to the extent required by applicable law. The Superintendent annually shall advise the Board of this obligation during the month of January.

**2. DUTIES**

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 short-term in duration with advance approval of the Executive Committee of the Board of Education. This approval will be stated in the minutes of the Executive Committee. The Superintendent shall use vacation leave to perform outside activities, and he shall retain any honorarium paid. In no case will the School District be responsible for any expense attendant to the performance of such outside activities. In the event the Board, in its sole discretion, determines that any such activity interferes with the Superintendent's performance of duties, the Board may require that the Superintendent cease some or all of such outside activities.

The Superintendent agrees to perform the duties of Superintendent in a competent and professional manner. The Superintendent represents that he possesses, holds and will maintain all credentials and qualifications required by law, including the regulations of the department of education, the State Board of Education and this Board to serve in the position of Superintendent of Schools. If at any time, the Superintendent fails to hold all certificates, credentials, and qualifications for the position of Superintendent of Schools as required herein of by the Board, this contract shall automatically terminate and the Board shall have no further obligations hereunder.

The Superintendent shall serve as chief executive officer and chief administrator of the

Board. He shall be entitled to present his recommendations to the Board of any subject under consideration by said Board and serve as an ex-officio member of each committee established by the Board.

The responsibility for selection, placement, and transfer of personnel shall be vested in the Superintendent subject to approval by the Board.

### **3. COMPENSATION**

All compensation will be in compliance with Board policy related to 388.1764h of the State School Aid Act and Section 1250 of the Michigan Revised School Code. As remuneration for services rendered, the Superintendent's annual Compensation shall consist of a Base Salary, payable during each year of the said contract in 26 equal installments and a contribution in an amount equal to 10% of his base salary into a 403b or 457 annuity account of his choice. Compensation for July 1, 2020 through June 30, 2021 shall be \$138,954 Base Salary; and shall continue up to and including the contract period ending June 30, 2023, however, total compensation will be evaluated annually.

### **4. FRINGE BENEFITS**

Leave privileges, insurance, and fringe benefits shall be as follows:

- a. The Superintendent shall be entitled to 25 vacation days each year at a time mutually agreeable to both parties. A monthly work schedule shall be given to the Executive Committee annually. Up to ten unused vacation days may be compensated each year at the then applicable per diem rate, or carried over and in the event of retirement from the District, paid at the per diem rate then in effect. Any other unused vacation days are forfeited.
- b. The Superintendent shall be granted 12 days sick leave per year, accumulative without limitation, which days are forfeited if not used upon termination of this Contract. However, upon retirement, payment for accumulated unused sick days shall be made at the same rate and on the same terms as established for other District administrators as of the date of retirement, into a non-elective 403b account designated by the Superintendent.
- c. The Board may pay the Superintendent mileage for school business travel outside the District at the applicable IRS rate.
- d. The Board shall reimburse the Superintendent for other reasonable and necessary expenses incurred by the Superintendent in the performance of his duties. Said expenses shall be presented to the Board for approval at the meeting following the date incurred.
- e. The Superintendent will be reimbursed up to 1 course for tuition costs totaling up to \$400.00 per course at the graduate level. Reimbursement will be made following successful completion of the course.

- f. Membership dues to the Michigan Association of School Administrators (MASA) and American Association of School Administrators (AASA) will be paid by the Board.
- g. During the term of this contract, the Superintendent shall be furnished a term life insurance policy in an amount two (2) times the Superintendent's gross salary payable to the beneficiary of the Superintendent's choice.
- h. LTD with 60 day waiting period.
- i. Two (2) professional days per year.
- j. Two (2) personal days per year (if not used, will be added to sick days).

## **5. EVALUATION**

The Board shall, annually, evaluate the performance of the Superintendent. Evaluation conferences will be conducted with the whole Board upon request of either party throughout the year and may be in closed session, per his request. A copy of the Board's final evaluation shall become part of the Superintendent's personnel file.

## **6. TERMINATION**

In the event that the Board wishes to terminate this Contract during its term, it shall provide Superintendent with written notice of the reasons and an opportunity to meet with the Board, open or closed, at the option of the Superintendent. Such a meeting shall occur at least two calendar weeks before a final Board decision. The Superintendent may be represented at such meeting by a representative of his choice at his expense. Reasons for termination may not be arbitrary or capricious.

The Superintendent may terminate this Contract upon 60 day written notice.

## **7. TENURE**

The Superintendent shall not be considered to be granted continuing tenure or to acquire tenure as Superintendent of Schools by virtue of this Contract or in any other administrative or assigned capacity. The District's failure to continue the Superintendent's employment after the term of this Agreement, or re-employ him in any other administrative capacity, will not be considered a breach of this Agreement.

## **8. DISPUTE RESOLUTION**

In the event of a dispute between the parties about the termination of this Contract or any other provision within this Agreement, such dispute shall be submitted to binding arbitration within 30 days of the occurrence giving rise to the dispute, said arbitration to be conducted and administered under the labor rules of the American Arbitration Association. The decision of the arbitrator appointed in accordance with such rules shall be final and binding on the parties. Each

party shall bear its own fees and costs of arbitration; however, they shall proportionately share the fees and costs of the arbitrator,  $\frac{3}{4}$  by the Board and  $\frac{1}{4}$  by the Superintendent.

**9. ENTIRE AGREEMENT**

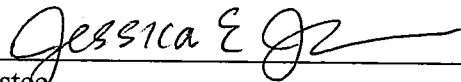
This is the entire agreement of the parties and it supersedes all prior verbal and written agreements and understandings. It shall be modified only by a written agreement signed by the parties and approved in an open meeting. No individual board member has authority to enter into any new or different agreement with the Superintendent.

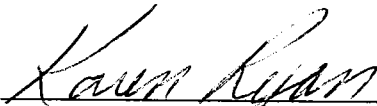
The parties hereby signify their assent to this Contract and all of its terms by their signatures below.

  
\_\_\_\_\_  
President

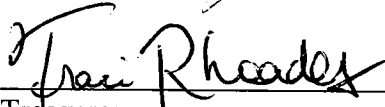
\_\_\_\_\_  
Trustee

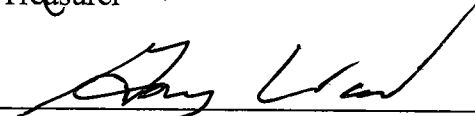
\_\_\_\_\_  
Vice President

  
\_\_\_\_\_  
Trustee


  
\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Trustee

  
\_\_\_\_\_  
Treasurer

  
\_\_\_\_\_  
Superintendent

The contract and its approval by the Board at a public meeting will be made a part of its minutes.

  
\_\_\_\_\_  
Secretary, Board of Education