Glen Lake Community Schools Superintendent's Contract

THIS CONTRACT, entered into this 1st day of July 2020, between the Glen Lake School District Board of Education, hereinafter called the "Board" and Jon Hoover, hereinafter called "Superintendent".

WITNESSETH:

I. DUTIES

The Superintendent agrees, during the period of this Contract, to faithfully perform his duties and obligations in such capacity for the school district including, but not limited to, those duties required by the Revised School Code. He will act as an advisor to the Board on matters pertaining to the school administration and the School District, and he will inform the Board as to the administrative action taken on its behalf. The Superintendent shall recommend, effect, or cause to be affected, the policies and programs of the Board as may be adopted. He will faithfully and diligently fulfill all the duties and obligations incumbent upon him as the executive head of the administrative section of the school system and the Glen Lake School District.

2. TERM

The Board agrees to employ Jon Hoover as Superintendent of its schools for the term commencing on July 1st, 2020 and expiring on June 30th, 2021.

3. COMPENSATION

The Board agrees to pay the Superintendent, the annual rate of \$75,000.00 as determined in the formula for compensation of the Superintendent and approved by the School Board, for performance of the terms of this Contract. Said sum shall be paid on twenty-six (26) bi-weekly installments beginning January 1, 2021. In no instance shall the salary for any succeeding year be less than the previous year.

4. EVALUATION

The Board shall evaluate the Superintendent, at least annually, using the criteria and an evaluation process mutually agreed to by the Board and the Superintendent.

5. TENURE

The Superintendent shall not be deemed to be granted continuing tenure in such capacity but shall be deemed to have been granted continuing tenure as an active classroom teacher in accordance with and subject to the provisions of the Michigan Teachers' Tenure Act.

6. PROFESSIONAL LIABILITY

The Board agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual capacity, or in his official capacity as agent and employee of the Glen Lake School District, provided the incident arose while the Superintendent was acting within the scope of his employment and excluding criminal litigations. The Board shall provide public liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgment resulting from his functioning as Superintendent and will reimburse him for any portion of such expense and judgments not covered by insurance. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

7. PROFESSIONAL GROWTH

Tht: Superintendent may attend professional meetings at the local, state, and national levels. the expenses of said attendance to be paid by the Board. National meetings will require Board approval. The Board shall reimburse the Superintendent for all reasonable expenses resulting from the performance of his duties as Superintendent.

8. PROFESSIONAL DUES

The Board shall pay the association dues of the Superintendent for the American Association of School Administrators. the Michigan Association of School Administrators (MASA), the Michigan Negotiators Association and the MASA region in which the District is located, as well as other appropriate affiliations as approved.

9. MEDICAL EXAMINATION

The Superintendent agrees to have an annual comprehensive medical examination. A statement certifying to the physical competency of the Superintendent shall be submitted to the President of the Board and shall be treated as confidential information. The cost of said physical examination and reports shall be paid by the Board.

10. FRINGE BENEFITS

- Twelve (12) days as needed for intermittent personal sick days.
- Thirty (30) days paid time off per year, including holidays. Up to five (5) unused paid time off days may be rolled over to the following year.
- Bereavement leave is available for the death of a family member. The term "family member" shall include: spouse, child, parent, sibling, grandchild, mother-in-law. sibling-in-law, son-in-law and daughter-in-law. Five (5) days shall be granted for each occurrence.
- Vehicle allowance of \$1,100 per month for local travel. Any travel outside of the TBA ISD area would be reimbursable at the current IRS rate.
- Health/Medicare Reimbursements
- Personal Data Plan Reimbursements
- College Tuition and books reimbursed
- Provide computer for the Superintendent once every five (5) years

11. POST EMPLOYMENT CONDITIONS

The Superintendent, at the conclusion of his employment in the District, will be retained as a consultant to the District and as an advisor to the Board for a 12-month period, commencing on January 1st of the calendar year following the conclusion of employment. The wages for said services shall not exceed \$80,000.

12. TERMINATION PROVISIONS

The Superintendent shall be subject to discharge during the term of this Contract for good and just cause, but the Board shall not arbitrarily and capriciously dismiss him. This Contract may be nonrenewed in accordance with Section 1229 of the Revised School Code. No discharge shall be effective until written charges have been served upon him and he shall have an opportunity for a fair hearing before the Board after ten (I0) days notice in writing. Said hearing shall be public or private at the option of the Superintendent. At such hearing, he may have legal counsel at his own expense.

The Superintendent shall have the right to terminate this contract by providing the Board with at least a sixty (60) day written notice of his intention to retire.

The Superintendent is prohibited from engaging in conduct involving moral turpitude. The Board may void this contract if the Superintendent violates this provision. Moral turpitude may be defined as conduct contrary to acceptable rules of justice, honesty, and good morals and may involve actions against another person, property, society and/or the government.

13. ENTIRE AGREEMENT

This Contract contains the entire agreement and understanding by and between the Board and the Superintendent with respect to his employment with Glen Lake Schools and no prior or concurrent representations, promises, contracts, or other understandings, written or oral, not contained herein, shall be of any force or effect. Prior contracts or other agreements (written or oral) pertaining to the terms of this Contract are hereby cancelled and superseded by the terms of this Contract on the effective date of this Contract.

No amendment or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board of Education as reflected in its minutes, and signed by the Superintendent and President and Secretary of the Board.

Date: 6.29.2020

Superintendent

SCHOOL DISTRICT BOARD OF EDUCATION

Date: 6 - 29 - 2020

Board President

Revolution Library

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By Board Secretary