

EMPLOYMENT AGREEMENT

Godwin Heights Public Schools
and
Superintendent William Fetterhoff

William Fetterhoff (the "Superintendent") and the Board of Education of the GODWIN HEIGHTS PUBLIC SCHOOL DISTRICT located in Kent County, Michigan (the "Board"), in accordance with its actions as found in the minutes of the meeting held on April 23, 2012, employs William Fetterhoff as Superintendent of Schools of the Godwin Heights Public School District on the terms and conditions set forth below.

1. **TERM OF CONTRACT**

This contract shall be in effect for a period of two (2) years, commencing July 1, 2012, through June 30, 2014.

2. **COMPENSATION**

The Board agrees to pay the Superintendent a salary of One Hundred Thirty-nine Thousand Dollars (\$139,000) for the first year of this Agreement. Future years' compensation shall be set by the Board after the Superintendent's evaluation and in consultation with the Superintendent. The annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of other professional staff members in this District. For purposes of this contract, a "year" shall be the 12-month period from July 1 through the following June 30.

3. **BENEFITS**

The Superintendent shall receive the benefits set forth in Appendix A. The Board reserves the right to change the carriers or providers of such benefits provided the coverages are approximately equivalent.

4. **CERTIFICATION**

The Superintendent will furnish throughout the life of this contract a valid and appropriate certificate to act as Superintendent of Schools in the State of Michigan.

5. **RESPONSIBILITIES OF THE SUPERINTENDENT**

A. The Superintendent shall faithfully and effectively perform the duties of the Superintendent in accordance with all requirements established by applicable laws or regulations, the rules, regulations and directives as established by the Board and such other duties as the Board may assign.

- B. The Superintendent shall obtain and maintain any and all licenses, certifications, continuing education or other qualifications required by the State of Michigan or the District to serve as a public school Superintendent.
- C. The Superintendent shall have responsibility for organization and assignment of the District's administrative and supervisory staff. When making administrative or supervisory changes, the Superintendent shall advise the Board in advance of the intended reorganization or changes and the reasons for same.
- D. The Superintendent shall have responsibility for administration of instruction and business affairs. He may delegate assignments to his staff, but shall remain responsible for the proper administration of the District.
- E. The Superintendent and such staff as he shall assign shall be responsible for the proper selection, placement and transfer of personnel within the District. The Superintendent shall also be authorized to accept resignations on behalf of the Board of Education. Such responsibilities shall be exercised in accordance with Board policies and any applicable laws and collective bargaining agreements. The Superintendent and/or his designee shall keep the Board informed of personnel changes and additions.
- F. The Superintendent shall, upon prior approval of the Board, which approval shall not be unreasonably withheld, attend appropriate professional meetings at the local, state and national levels, the expenses of which shall be paid by the District.
- G. The Superintendent will devote his full time, skill, labor and attention to responsibilities as Superintendent during the term of his contract; provided, however, that the Superintendent may undertake consulting work, speaking engagements, writing, lecturing, or other professional duties and obligations provided they do not interfere with his obligations to the District and he has prior approval from the Board, which approval shall not be unreasonably withheld.

6. **ABSENCE FROM DISTRICT**

When the Superintendent is on vacation, leave, or away from the District performing official duties, he shall have the authority to appoint another District administrator to act in his behalf while away. The Superintendent shall notify the Board, in advance when possible, when he will be on vacation, leave or away from the District and who is designated to act on his behalf.

7. **RESERVATION OF RIGHTS**

The Board of Education reserves to itself the right to determine the number of administrative, supervisory and other authorized employment positions and all other functions assigned to it by law.

8. **EVALUATION**

The annual evaluation of the Superintendent shall be in written form and completed in March of each year. The Superintendent shall be responsible for advising the Board at a regular meeting in February of the need to complete the evaluation. Such evaluation shall comport with the requirements of Section 1249 of the School Code. In addition, a verbal assessment of performance shall be given to the Superintendent on a quarterly basis with a portion of the appropriate Board meeting devoted to this evaluation.

9. **EXTENSION OF CONTRACT**

The Board will determine annually whether to extend the contract for an additional year.

10. **TERMINATION OF CONTRACT**

A. **Expiration.** This contract shall terminate upon its natural expiration date provided the Board has given ninety (90) days prior written notice in accordance with the Michigan School Code.

B. **Cause.** The Superintendent may be discharged and this contract terminated at any time for cause, breach of this agreement or moral turpitude. Prior to terminating the contract, the Board shall provide the Superintendent with written notice of the proposed action and reasons. The Superintendent shall have an opportunity to meet with the Board to respond. Action to terminate the contract under this paragraph requires a majority vote of the Board members.

C. **Disability of Superintendent.** If the Superintendent is unable to perform his duties due to physical or mental disability, the Board may terminate this contract after the Superintendent (i) has exhausted accumulated sick leave and any other Board paid leave that may be available and has been absent from his employment for an additional period of ninety (90) days or (ii) has been on workers disability compensation leave for a period of twelve (12) months. Reasonable accommodation will be considered should the circumstances require it.

If a question exists concerning the capacity of the Superintendent to perform his duties as a result of mental or physical disability or to return to his duties, the Board may require the Superintendent to submit to an appropriate examination to be performed by a doctor selected by the District and licensed to practice medicine or to perform appropriate psychological examinations. The examination shall be done at the expense of the Board, and any report to the Board shall be limited to the issue of whether the Superintendent is disabled from or capable of performing his required duties.

D. **Mutual Consent.** This contract may be amended or terminated at any time by mutual, written consent of the Board and the Superintendent.

E. Resignation. The Superintendent may resign with two months notice to the Board. Resignation with less notice must be approved by the Board. Upon the effective date of the resignation all further obligation for the Board to pay compensation and benefits ceases.

11. **TENURE EXCLUSION**

The Superintendent does not earn tenure in any administrative position within the District, or in any classroom position except as may be acquired under the Michigan Teacher Tenure Act.

12. **INDEMNIFICATION**

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 official capacity as an agent and employee of the Board, provided the incident arose while the Superintendent was acting in accordance with Board policies and within the scope of his employment.

If, in the good faith opinion of the Board and/or its attorneys, a conflict exists in the defense of any such claim between the legal position of the Superintendent and the legal position of the Board, the Board will appoint and pay for independent counsel for the Superintendent, if its insurance coverage will not provide for separate legal representation.

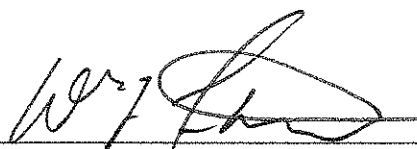
13. **ARBITRATION**

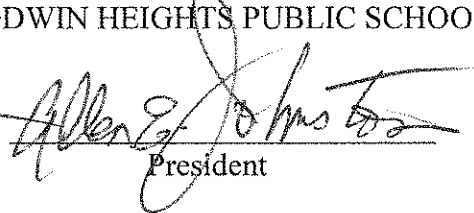
This agreement shall be administered and interpreted under the laws of the State of Michigan. Any and all disputes between the parties regarding the application or enforcement of this contract, including any claims of illegal discrimination or violation of state or federal statutes or constitutions, shall be resolved through submission to binding arbitration. Any claim for arbitration must be made to the other party, in writing, within one hundred eighty (180) days of the alleged violation, or the claimed violation is waived. If the parties are unable to mutually agree upon an arbitrator, the matter shall be referred to the American Arbitration Association and processed in accordance with its rules and procedures for employment arbitrations. Either party may have legal representation in the proceedings. The Superintendent and the Board shall split any fees of the arbitrator but shall otherwise bear their own expenses for the arbitration, except as the arbitrator may allocate them pursuant to an applicable statute. The arbitrator shall have the authority to interpret external law, if applicable, and award any relief available under such applicable law, including attorney fees if available. The arbitrator shall have the authority to set discovery guidelines and issue subpoenas for documents or witnesses as he/she deems appropriate. The decision of the arbitrator shall be final and binding on both parties, absent fraud, evident bias or exceeding the granted authority. The award may be enforced in any Michigan court of competent jurisdiction.

This represents the complete agreement between the parties. There are no other agreements or understandings, oral or written, which induced the parties to enter this contract. Any modification of this contract must be made in writing and signed by the Board's authorized representative and the Superintendent.

SUPERINTENDENT

BOARD OF EDUCATION OF THE
GODWIN HEIGHTS PUBLIC SCHOOLS

By: 
William Fetterhoff

By: 
President

By: 
Secretary

Date: 7/24/12

Date: 4/23/12

APPENDIX A

BENEFITS

The following benefits shall be provided at Board expense.

1. Medical/Hospitalization Insurance. The Board will provide the same insurance program and options that it provides to its other administrative staff. This coverage may change from time to time, based on needs for cost containment, carrier plan modifications or legislative requirements.
2. Life Insurance. Two Hundred Thousand Dollars (\$200,000) of Term Life Insurance and Accidental Death and Dismemberment.
3. Dental Insurance. The Board will provide the same insurance program and options that it provides to its other administrative staff. This coverage may change from time to time, based on needs for cost containment, carrier plan modifications or legislative requirements.
4. Vision Insurance. The Board will provide the same insurance program and options that it provides to its other administrative staff. This coverage may change from time to time, based on needs for cost containment, carrier plan modifications or legislative requirements.
5. Long-Term Disability Insurance. A long-term disability insurance at sixty-six and two-thirds percent (66 2/3%) of the normal monthly earnings per month and direct offsets commencing sixty (60) calendar days after disability.
6. Annual Physical Examination. Up to a maximum of Two Hundred and 00/100 Dollars (\$200.00) for an annual physical examination.
7. Travel Allowance. Five Thousand and 00/100 Dollars (\$5,000.00) annual travel allowance and expenses for school business use of private cars within the boundaries of the Kent Intermediate School District and for travel to Lansing. (Two Hundred Eight and 33/100 Dollars (\$208.33) paid bi-monthly, taxable as income.) Travel for school business purposes outside the boundaries of Kent Intermediate School District, excluding Lansing, shall be reimbursed at the regular rate per mile as adopted by the Board of Education for all employees.
8. Business Expenses. Verified business expenses, which are necessary and in keeping with duties of the Superintendent and his office, shall be reimbursed per Board policy provided they are approved by the Board President.
9. Organization and Membership. Annual membership dues for the Superintendent's membership in the MASA and Local ISD.
10. Educational Leave. Educational leave up to one week per year, not to accumulate beyond two weeks, for a period of two (2) years. The Superintendent will be reimbursed

for expenses involved in participation of such leave, which must be pre-approved by the Board.

11. Continuing Education. The Board of Education declares its support for continued professional development and will reimburse the Superintendent for course work related to the performance of his stated duties up to a maximum of six (6) semester hours on an annual basis. Courses shall be subject to pre-approval by the Board, which shall not be unreasonably withheld. Payment shall be subject to receiving a 3.0 grade point on a 4.0 grading scale or better in the course, or an equivalent grade if a different scale is used.
12. Vacation. Twenty (20) workdays vacation annually, exclusive of Board designated holidays. The Board agrees to pay the Superintendent for no more than three (3) unused vacation days per contract year, at the per diem rate. Upon termination of employment, the Superintendent shall be reimbursed for up to twenty-five (25) days of unused vacation accumulated in the position of Superintendent. The rate of reimbursement shall be at his per diem rate at the time of termination.
13. Sick Leave. The Superintendent shall be entitled to receive fifteen (15) days sick leave annually – unlimited accumulation.
14. Personal Business Days. A maximum of three (3) personal business days per year shall be granted, non-accumulative, in addition to sick leave days.
15. Holidays. The Superintendent shall be entitled to paid time off on the holidays designated by the Board. Working on such holidays shall not entitle the Superintendent to additional pay or alternative time off, absent specific approval by the Board.
16. Severance Pay. Four Hundred Dollars (\$400.00) severance pay for each year of administrative service in the Godwin Heights Public Schools.
17. Annuity. In addition to the salary, the district shall pay the amount of Five Thousand Dollars (\$5,000) to be paid in equal bi-monthly installments (\$208.33) commencing with the completion of the first half month of employment as Superintendent. All or part of this payment may be invested in a tax sheltered annuity, deferred compensation plan, or taken a cash payment subject to withholding taxes. The Superintendent's ownership rights in any ownership rights in the any annuity or deferred compensation plan, including any annuity or deferred compensation plan purchased through prior years' contributions, are fully vested.

All benefits are subject to the actual insurance policy or Board policy which establishes the scope and terms of coverage.

No other benefits are included in the Superintendent's contract unless specifically adopted by the Board of Education and accepted by the Superintendent.