

FOREST HILLS PUBLIC SCHOOLS  
GRAND RAPIDS, MICHIGAN

SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

This contract of employment ("Contract") is entered by and between the BOARD OF EDUCATION OF FOREST HILLS PUBLIC SCHOOLS, Kent County, State of Michigan (the "Board") and DANIEL S. BEHM (the "Superintendent") to be effective as of July 1, 2010. It is a restated contract prepared for the primary purpose of incorporating all prior amendments.

1. **Term** The Board agrees to employ the Superintendent as Superintendent of Schools for the term of July 1, 2010 to June 30, 2015.

2. **Extension** Unless the Board gives written notice of non-renewal of the Contract to the Superintendent at least ninety (90) days before the Contract's termination date, this Contract will, without further action, be automatically renewed for one (1) additional year as provide by Public Act 183 of 1979. The Superintendent shall, by certified mail to each Board member, advise the Board of this obligation during the month of February 2012. Any period of extension of this Contract shall be paid at the same bi-weekly installment rate in effect at the time of the extension unless the Board and the Superintendent mutually agree to a different rate of compensation. The decision to renew this Contract is at the sole discretion of the Board.

3. **Termination for Cause** This Contract is terminable at any time during its term for just cause. The term "just cause" shall include, but is not limited to, acts of moral turpitude, misconduct, dishonesty, fraud, insubordination and a material breach of the terms and conditions of this Contract. If the Board proposes to discharge the Superintendent for just cause, the Board shall notify the Superintendent in writing of the basis for the discharge. The Superintendent shall have the right, upon his written request, to a public or private hearing before the Board concerning the proposed discharge. Such a request must be received by the Board within ten (10) days of the Superintendent's receipt of the Board's notice. If a hearing is requested, the hearing must be held prior to the Board taking action on the proposed discharge. The hearing need not be conducted using formal trial or evidentiary procedures, but the Superintendent will be given a fair opportunity to contest the basis for discharge. If the Superintendent chooses to be accompanied by legal counsel at the hearing, all fees relating to the Superintendent's legal counsel shall be the sole responsibility of the Superintendent.

4. **Mutual Termination** Upon written mutual agreement by the Board and the Superintendent and upon thirty (30) days prior notice, this Contract and the employment of the Superintendent may be terminated without penalty or prejudice against either the Board or the Superintendent. In this event, the Board shall pay to the Superintendent all remuneration and benefits accrued but unpaid during the period of employment immediately prior to such termination.

5. **Death or Disability** This Contract and the employment of the Superintendent may be terminated upon the death of the Superintendent or upon the total and permanent disability of the Superintendent. "Total and permanent disability" means the Superintendent is disabled as defined in the long-term disability super-wrap coverage provided to the Superintendent by the District.

6. **Qualifications** The Superintendent represents that he holds all certificates and other qualifications required by law for his/her administrative assignment and understands that it is his responsibility to maintain all such required certificates during the term of this Contract or it shall become null and void and he agrees to file with the Board such certificates and an official transcript of academic credit prior to the commencement of his service under this Contract.

7. **Duties** The Superintendent agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. The Superintendent agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect to the performance of those duties. The Superintendent shall have charge of the administration of the Forest Hills Public Schools (the "District") under the direction of the Board. Subject to the approval of the Board, the Superintendent shall:

- a) Be the chief executive officer of the District;
- b) Appoint, direct and assign teachers and other employees of the schools under his supervision;
- c) Organize, appoint and direct the administrative and supervisory staff as best serves the District;
- d) From time to time suggest regulations, rules and procedures deemed necessary for the well ordering of the District; and
- e) In general, perform all duties incident to the office of the Superintendent of Schools and such other duties as may be prescribed by the Board from time to time.

Further, the Superintendent agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board to carry out the educational programs and policies of the District for which he is responsible during the entire term of this Contract. The Superintendent pledges to use his best efforts to maintain and improve the quality and efficiency of the operation of the District.

It is understood that the Board may change or modify the job duties of the Superintendent at any time.

The Board, individually and collectively, shall refer criticisms, complaints, and suggestions called to its attention about District operations and personnel to the Superintendent for study and recommendation.

8. **Salary** The Board agrees to pay the Superintendent the following annual salary for performance of his duties under this Contract:

<u>School Year</u>	<u>Annual Salary Amount</u>
2010 – 2011 school year	\$178,510
2011 – 2012 school year	\$178,510

2012 – 2013 school year	At least \$178,510
2013 – 2014 school year	At least \$178,510
2014 – 2015 school year	At least \$178,510

This salary shall be payable in twenty-six (26) installments on a biweekly basis. The Board shall be authorized to make such payroll deductions as shall be required by law or authorized in writing by the Superintendent in accordance with Board policy.

**9. Additional Remuneration** The Board shall also pay the Superintendent the following amounts as remuneration for the Superintendent’s services to the District:

- a) A direct, non-elective employer contribution to a Section 403(b) tax sheltered annuity in addition to salary as remuneration for services performed. The contribution shall be fully vested and shall be in the following amounts:

<u>School Year</u>	<u>Annual 403(b) Contribution</u>
2010 – 2011 school year	\$18,686
2011 – 2012 school year	\$18,686
2012 – 2013 school year	At least \$18,686
2013 – 2014 school year	At least \$18,686
2014 – 2015 school year	At least \$18,686

- b) If the Superintendent attains a Ph.D. in Education during the term of this Contract, the Superintendent’s annual salary shall be increased by \$10,000 in the contract year the degree is earned.

**10. Fringe Benefits** The Superintendent shall receive such fringe benefits of employment as defined in the Administrative Handbook, as that Handbook may be changed from time to time, including changes made during the term of this Contract. The Superintendent shall be required to contribute to the cost of District-provided health coverage. The required contribution shall be made on a pre-tax, payroll deduction basis through the District’s Section 125 flexible benefits plan in the following amount:

<u>School Year</u>	<u>Required Contribution</u>
2010 – 2011 school year	10% of the total cost of the health coverage
2011 – 2012 school year	10% of the total cost of the health coverage
2012 – 2013 school year	No less than 10% of the total cost of the health coverage
2013 – 2014 school year	No less than 10% of the total cost of the health coverage
2014 – 2015 school year	No less than 10% of the total cost of the health coverage

The Board shall also provide the Superintendent with the following additional fringe benefits:

- a) Life insurance (term) two (2) times salary, no cap.
- b) Annual long-term disability super-wrap coverage to age 65 while employed by the District.

**11. Sick / Personal / Vacation Days** The Superintendent shall be granted fifteen (15) interchangeable sick/personal days and twenty-five (25) paid vacation days per school year. A starting bank of thirty sick/personal days is allocated to the Superintendent. Sick/personal days are also considered interchangeable with vacation leave. At the time of termination of employment, the Board will pay \$200 per day for accumulated sick/personal days with a maximum of one hundred (100) days. At the end of each school year the lesser of the Superintendent's actual unused vacation days or ten (10) unused vacation days will be accumulated and rolled forward to subsequent years and the value of any remaining unused vacation days shall be paid to the Superintendent in cash through the District's regular payroll system. The per diem rate of compensation for unused vacation days shall be the sum of (i) Superintendent's salary; and (ii) annual payment of tax-sheltered annuity divided by 225. These variables and formula shall also be the basis for any other per diem calculations.

**12. Educational Assistance** The Board shall reimburse the Superintendent for the actual cost of education including tuition, fees, and books incurred by the Superintendent related to his attainment of a Ph.D. in Education. The District intends to reimburse these costs on a tax-free basis to the extent permitted by the Internal Revenue Code. For any costs which cannot be reimbursed on a tax-free basis, the District shall gross up the reimbursement amount to compensate the Superintendent for the additional tax liability.

**13. Automobile and Cellular Phone Allowance** The Board shall provide the Superintendent with an automobile allowance of Six Hundred Fifty Dollars (\$650) per month during each school year during which this Contract is in effect. The Board shall provide the Superintendent with a cellular phone allowance of Fifty Dollars (\$50) per month during each school year during which this Contract is in effect. The automobile and cellular phone allowance shall be subject to reasonable conditions established by the Board.

**14. Reimbursement of Business Expenses** In light of the nature of the professional duties of the Superintendent, the District shall reimburse the Superintendent for his reasonable business expenses. For this purpose, the Superintendent's business expenses shall include any business expenses relating to the fulfillment of his duties as Superintendent of the District. Except for mileage reimbursement for out-of-town business travel, reimbursement of business expenses under this Section of the Agreement shall not include costs associated with the ownership, maintenance or use of the Superintendent's automobile for which an allowance is provided under Section 13 of this Contract. Further, expenses associated with the Superintendent's cellular phone for which an allowance is provided under Section 13 of this Contract shall also not be reimbursable under this Section. The Superintendent shall regularly submit an itemized statement of such expenses for approval by the Board Treasurer or President.

**15. Retention Bonus** As an incentive to remain with the District, the Board shall pay the Superintendent a retention bonus of Twenty Five Thousand Dollars (\$25,000) if the Superintendent is employed by the District on June 30, 2011; and a retention bonus of Thirty-Five Thousand Dollars (\$35,000) if the Superintendent is employed by the District on June 30,

2016. Each retention bonus shall be paid to the Superintendent within ninety (90) days of the date it is earned and shall be paid in a lump sum payment.

**16. Adjustment of Compensation** The Board and the Superintendent may mutually agree in writing to adjust the salary and other compensation of the Superintendent during the term of this Contract on an annual basis. Without such mutual written agreement, the salary and other compensation set forth in this Contract shall remain in effect for the remaining term of the Contract, unless the Contract is terminated pursuant to the provisions of paragraph 2 of this Contract. Any adjustment in salary and/or other compensation made during the term of this Contract shall be in the form of a written amendment and become part of this Contract, but it shall not be deemed that Board and the Superintendent, by agreeing to adjust Superintendent's salary or other compensation, have either entered into a new Contract or that the termination date of this Contract has been extended.

**17. Evaluation** The Board shall evaluate and assess the performance of the Superintendent, and consider adjustments to his future compensation, at least once prior to June 30 of each year during the term of this Contract. This evaluation and assessment shall be reasonably related to the position description of Superintendent of Schools and the goals and objectives of the District for the year in question.

In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, those aspects of the Superintendent's performance which are unsatisfactory. The evaluation shall include recommendations as to areas of improvement for those aspects of the Superintendent's performance the Board has deemed unsatisfactory. A copy of the written evaluation shall be delivered to the Superintendent. Within thirty (30) days of the delivery of the written evaluation to the Superintendent, the Board shall meet with the Superintendent to discuss the evaluation.

**18. Tenure** It is mutually understood that this Contract does not confer tenure upon the Superintendent in the position of Superintendent of Schools or in any other administrative or teaching position within the District.

**19. Professional Liability** The District 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 District, provided the incident arose while the Superintendent was acting within the scope of his employment. In the event the Superintendent, individually, is found guilty as a result of criminal litigation, he shall reimburse the District for costs and expenses, including attorney fees, incurred by the District in his defense. In no case, however, will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

If a claim is brought against both the Superintendent and the District, and if in the good faith opinion of the Superintendent, a conflict exists between the legal position or defenses of the Superintendent and the legal position of the District, the Superintendent may engage his own counsel, in which event the District shall indemnify the Superintendent for the costs of legal defense as permitted by state law.

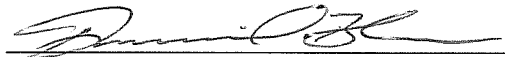
20. **Entire Agreement** This Contract sets forth the full and complete terms and conditions of employment of the Superintendent and is the only binding agreement between the Board and the Superintendent regarding employment of the Superintendent by the District for the duration of this Contract. No employee of the Board or any individual Board member is authorized to modify this Contract or to enter into any new or different contract of employment with the Board.

21. **Savings Clause** If, during the term of this Contract, a specific clause of the Contract is found to be illegal under state or federal law, the remainder of the Contract shall remain in full force and effect.

22. **Governing Law** This Contract shall be governed in accordance with the laws of the State of Michigan.


WHEREFORE, the parties signed this restated Contract this 16 day of February, 2011.

SUPERINTENDENT

  
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BOARD OF EDUCATION OF  
FOREST HILLS PUBLIC SCHOOLS:

By:   
Its President

And:   
Its Secretary



FOREST HILLS PUBLIC SCHOOLS  
GRAND RAPIDS, MICHIGAN

AMENDMENT TO SUPERINTENDENT’S CONTRACT OF EMPLOYMENT

This Amendment (“Amendment”) to the contract of employment (“Contract”) is entered into by and between the BOARD OF EDUCATION OF FOREST HILLS PUBLIC SCHOOLS, Kent County, State of Michigan (the “Board”) and DANIEL S. BEHM (the “Superintendent”) to be effective as of June 21, 2011.

WHEREAS, the parties previously entered into a Contract to be effective as of July 1, 2010 and the parties agreed to amend the Contract, effective immediately, as follows:

1. Section 10 shall be amended as follows:

**10. Fringe Benefits** The Superintendent shall receive such fringe benefits of employment as defined in the Administrative Handbook, as that Handbook may be changed from time to time, including changes made during the term of this Contract. The Superintendent shall be required to contribute to the cost of District-provided health coverage. The required contribution shall be made on a pre-tax, payroll deduction basis through the District’s Section 125 flexible benefits plan in the following amount:

<u>School Year</u>	<u>Required Contribution</u>
2011 – 2012 school year	20% of the total cost of the health coverage
2012 – 2013 school year	No less than 20% of the total cost of the health coverage
2013 – 2014 school year	No less than 20% of the total cost of the health coverage
2014 – 2015 school year	No less than 20% of the total cost of the health coverage
2015 – 2016 school year	No less than 20% of the total cost of the health coverage

The Board shall also provide the Superintendent with the following additional fringe benefits:

- a) Life insurance (term) two (2) times salary, no cap.
- b) Annual long-term disability super-wrap coverage to age 65 while employed by the District.

2. Section 15 shall be amended as follows:

**15. Retention Bonus** As an incentive to remain with the District, the Board shall pay the Superintendent a retention bonus of Thirty-Five Thousand Dollars (\$35,000) if the Superintendent is employed by the District on June 30, 2016. The retention bonus shall be paid to the Superintendent within ninety (90) days of the date it is earned and shall be paid in a lump sum payment.



3. Section 16 shall be amended as follows:

**16. Adjustment of Compensation** The Board and the Superintendent may mutually agree in writing to adjust the salary and other compensation of the Superintendent during the term of this Contract on an annual basis. Any annual salary increases shall include job performance and job accomplishments as significant factors in determining the rate. Without such mutual written agreement, the salary and other compensation set forth in this Contract shall remain in effect for the remaining term of the Contract, unless the Contract is terminated pursuant to the provisions of paragraph 2 of this Contract. Any adjustment in salary and/or other compensation made during the term of this Contract shall be in the form of a written amendment and become part of this Contract, but it shall not be deemed that Board and the Superintendent, by agreeing to adjust Superintendent's salary or other compensation, have either entered into a new Contract or that the termination date of this Contract has been extended.

4. Section 17 shall be amended as follows:

**17. Evaluation** The Board shall evaluate and assess the performance of the Superintendent, and consider adjustments to his future compensation, at least once prior to June 30 of each year during the term of this Contract. Student growth as measured by national, state or local assessments and other objective criteria shall be considered in the evaluation process. This evaluation and assessment shall be reasonably related to the position description of Superintendent of Schools and the goals and objectives of the District for the year in question.

In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, those aspects of the Superintendent's performance which are unsatisfactory. The evaluation shall include recommendations as to areas of improvement for those aspects of the Superintendent's performance the Board has deemed unsatisfactory. A copy of the written evaluation shall be delivered to the Superintendent. Within thirty (30) days of the delivery of the written evaluation to the Superintendent, the Board shall meet with the Superintendent to discuss the evaluation.

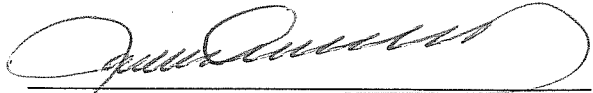
IN ALL OTHER RESPECTS, the Contract shall be unchanged.

IN WITNESS OF WHICH, the parties have signed this Amendment this 21st day of June 2011.

SUPERINTENDENT

  
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BOARD OF EDUCATION OF  
FOREST HILLS PUBLIC SCHOOLS:

By:   
Its President

And:   
Its Secretary