

SUPERINTENDENT / PRINCIPAL AGREEMENT

This Agreement made and entered into by and between the Board of Education of the Powell Township School District and Seth Hoopingarner.

WHEREAS, the Board is desirous of employing Seth Hoopingarner in its public school system as its Superintendent / Principal: and

WHEREAS, Mr. Hoopingarner possesses the qualifications required under the laws of this State,

NOW, THEREFORE, it is agreed between the parties as follows:

- 1. Term of Contract.** The board agrees to employ Mr. Hoopingarner as Superintendent / Principal for the period from July 1, 2016 through June 30, 2017.
- 2. Duties.** Mr. Hoopingarner agrees to perform faithfully and at a professional level of competence during the term of this Agreement the services, duties, and obligations of the position of Superintendent / Principal, whether required by this Agreement, the laws of the State, or the rules, regulations, and policies of the Board, as well as those duties which are directed by the Board of Education, all of which may be modified and changed from time to time. The parties have employed Mr. Hoopingarner to perform the duties of Superintendent / Principal on less than a full time basis, but Mr. Hoopingarner will be expected to fully perform the duties of the position. Mr. Hoopingarner will work a minimum of 150 days. It is anticipated that Mr. Hoopingarner will schedule the majority of his work days when school is in session and at Board of Education meetings. Mr. Hoopingarner will make himself available as necessary to perform required functions, to answer questions by telephone, e-mail and facsimile and to attend necessary meetings. Mr. Hoopingarner will provide a monthly schedule of his work days to the Board.
- 3. Professional Certification.** Mr. Hoopingarner represents that he will actively pursue the required certificates and other qualifications required by law for this administrative assignment and understands that it is his fiscal responsibility to obtain and maintain all such required certificates during the life of this contract or it shall become null and void.

Until such time as a valid teaching certificate may be attained, Mr. Hoopingarner shall apply for and obtain a Michigan Substitute Teaching Permit.

It is the expectation of the Board, and state administration certification legislation, that an individual hired as an administrator, is permitted up to three years to obtain a valid administrator certificate. Evidence of enrollment in a program leading to certification and a plan for completion of the administrator program within the allotted time frame must be presented to the Board within the first three (3) months of employment; evidence of annual progress toward certification must be presented to the Board prior to contract renewal.

Mr. Hoopingarner agrees to file with the Board such proof of pursuit of the required certificates and an official transcript of academic credit on a regular basis determined by the Board.

- 4. Compensation.** The Board agrees to pay Mr. Hoopingarner an annual salary in the amount of \$33,000. The salary payments shall be payable in twenty-six (26) pays consistent with the District's normal payroll practices.

Upon validation of receiving a Michigan Teaching Certificate (not a substitute permit) Mr. Hoopingarner will receive a \$1,000 payment toward compensation. Upon demonstrating (1) enrollment in an educational administrator program, (2) a plan for completion, and (3) evidence of progress toward administrator certification, in accordance with the plan presented, an additional allocation of \$1,000 would be made to Mr. Hoopingarner by the end of the 2016-17 school year. This demonstrates a commitment from Mr. Hoopingarner to the district and its requirements, and the Board's confidence in selecting him as the leader of the Powell Township School.
- 5. Insurance.** The Board agrees to pay Mr. Hoopingarner \$5,000.00 cash in lieu of insurance, for the 2016-2017 school year. This payment will be payable in twenty-six (26) pays consistent with the District's normal payroll practices.
- 6. Professional Standards.** The Superintendent is encouraged to maintain professional standards by participation in local and state programs, seminars, organizations, conventions, and MARESA K-12 Superintendent Roundtable meetings, provided such participation can be reasonably expected to benefit the school district and students. As part of being a professional administrator to be informed and network, the Board expects Mr. Hoopingarner to attend the state superintendent conference, *2016 MASA Fall Conference*, September 21-23, 2016, in Traverse City, Michigan; as well as, MASA Region I meetings held monthly throughout the school year.
- 7. Travel and other Expenses.** Mr. Hoopingarner shall be reimbursed for travel expenses in connection with approved school-related business. Other expenses for which reimbursement is sought shall be those receiving approval by the Board.
- 8. Liability Insurance and Indemnification.** The Board agrees to provide and maintain liability and errors and omissions insurance coverage for the Superintendent. The Board will indemnify, defend, and save harmless the Superintendent from all claims, suits, and proceedings brought against the Superintendent for those acts or omissions which are not intentionally tortuous, within the scope of employment, so far as such protection is lawfully authorized. The Superintendent shall indemnify, defend and save harmless the District from all claims, suits and proceedings brought against the District for intentionally tortuous acts and omissions by the Superintendent.
- 9. Complete Agreement.** This Agreement constitutes a complete expression of the terms of the employment contract between the Board and the Superintendent, and there are no other oral or written agreements or understandings between the parties concerning or affecting this employment relationship. This agreement shall only be modified or amended by subsequent written agreement signed by the Board and the Superintendent.
- 10. Outside Activities.** The Superintendent may undertake other obligations that do not conflict with the time or purpose with his employment at Powell Township School District.
- 11. Exclusion of Tenure.** The execution of this Agreement shall not be deemed to Grant the Superintendent any continuing tenure rights and it is expressly understood that the Superintendent shall not be eligible for continuing tenure in the Superintendent's

position established by this contract of employment or in any other administrative position.

12. Termination prior to end of Contract. This contract is terminable by either party without cause during its term by providing written notice to the other party at least 90 school days prior to the effective date of the termination.

SUPERINTENDENT

_____ **Dated:** _____
Seth Hoopingarner

THE BOARD OF EDUCATION OF THE POWELL TOWNSHIP SCHOOL DISTRICT

BY: _____ **Dated:** _____
Jennifer Thompson, Board President

BY: _____ **Dated:** _____
Bill Kinjorski, Board Secretary