SUPERINTENDENT'S CONTRACT OF EMPLOYMENT
WEST OTTAWA PUBLIC SCHOOLS

This Superintendent's Contract of Employment ("Contract') is entered into June 20, 2016, by and between the Board of Education of West Ottawa Public Schools, of Ottawa County, Michigan, whose address is 1138 N. l36th Avenue, Holland, Michigan 49424 (the Board") and Thomas K. Martin, whose address is 14192 Georgian Bay, Drive, Holland, Michigan 49424 (the 'Superintendent").

1. **Term**: This Contract is effective July 1, 2016, and will continue in force through June 30, 2019, subject to extension and termination as set forth below. The Board may discharge the Superintendent and terminate the Contract at any time for just cause, including but not limited to his not being fit to perform the duties of the Superintendent.

2. **Extension**: Unless the Board gives written notice of non-renewal of contract to the Superintendent at least ninety (90) days before this contract's termination date, this Contract will, without further action, be automatically renewed for an additional one-year period as provided by Section 1229 of the Revised School Code, MCL 380.1229. The Superintendent shall advise the Board in writing of this obligation by February 1 of the last year of this Contract. Any period of extension of this Contract shall be paid under the same terms as in effect at the time of the extension, except as otherwise provided in this Contract or except as otherwise mutually agreed to by the Board and the Superintendent. The decision not to renew this Contract is at the sole discretion of the Board.

3. **Qualifications**: The Superintendent represents that he holds and will maintain all certificates, credentials, and qualifications required by law, including the regulations of the Department of Education, and those required by the Board, to serve in the position assigned. Additionally, the Superintendent agrees, as a condition of his continued employment, to meet all continuing education requirements for the position assigned, as may be required by the State Board of Education. If at any time the Superintendent fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this Contract shall automatically terminate, and the Board shall have no further obligations hereunder.

4. **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 thereto. 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 School District for which he is responsible during the entire term of his contract. The Superintendent pledges to use his best efforts to maintain and improve the quality and efficiency of the operation of the School District.

   It is understood that the Board may change or modify the job duties of the Superintendent at any time. At a minimum, such duties require the Superintendent to serve as chief executive officer and chief administrative officer of the Board. He shall be expected, subject to the Board's desire in a particular manner, to perform the following:

   A. Present his recommendations to the Board on any subject under consideration by the Board;

   B. Attend each meeting of the Board, unless excused by the President of the Board;

   C. Serve as an ex-officio, non-voting member of each committee established by the Board.

The Superintendent is responsible, subject to Board approval and ratification, for managing, organizing, and arranging District operations and personnel in a manner that, in his judgment, best serves the District. The responsibility for selection, placement, and transfer of personnel is vested in the Superintendent subject to the final approval of the Board. The Board shall, in its sole discretion, refer criticisms, complaints, and suggestions called to its attention about District operations and personnel to the Superintendent for study and recommendation.

5. **Compensation**: The Board agrees to pay the Superintendent during the term of this Contract in equal bi-weekly installments paid in accordance with the Board policies and procedures.

   A. The Board has established a Superintendent salary schedule (attached) with a base annual salary of One Hundred Seventy-five Thousand Dollars ($175,000), including deferred compensation under this Section ("Salary Schedule"). For 2016-2017, the Superintendent will be on Step 5 of the Salary Schedule and shall advance one step for each fiscal year thereafter.

   B. The parties will review the base salary annually as part of or following the Board's evaluation of the Superintendent. The Superintendent's performance will be evaluated against the current Board goals and other criteria agreed upon by both parties at the beginning of the current contract year.

   C. Deferred Compensation: The Board shall provide an employer contribution to a Section 403(b) tax-sheltered annuity on behalf of the Superintendent as remuneration for the Superintendent's services. The amount of the contribution shall be determined from time to time by mutual agreement of the Board and Superintendent, with the balance of the base salary being paid in immediate compensation. Unless otherwise agreed, the deferred compensation shall be Fifteen Thousand Dollars ($15,000). The deferred compensation contribution shall be fully vested. The parties further agree that they will enter into and execute any documents necessary to place the tax-sheltered annuity plan in effect as required by Section 403(b) of the Internal Revenue Code.

6. **Benefits**:

   A. Vacation: Twenty-five (25) working days of vacation per fiscal year. The Superintendent may elect to convert up to ten (10) unused vacation days to additional compensation at the end of each fiscal year at a per diem rate for each day, beginning FY 2011-12. The per diem rate shall be the quotient of the total compensation pursuant to Section 5 above for the particular contract year divided by 260.

   B. State of Michigan Board-Paid Premiums for Insurance: The Board shall provide the Superintendent with the same medical, dental, vision, managed sick leave, and cash in lieu of life insurance as is provided to other administrators employed by the Board as provided in the Endorsement Section of the Administrative Employment Contract for the current year, provided, however, that the Superintendent shall pay any portion required to be paid by the employee by state law or the Administrative Employment Contract. If the Superintendent elects to waive health insurance, the Board will pay Superintendent an amount equal to the average premium paid by the District for providing health insurance to other administrators.

   C. Retirement: The Board shall pay the established rate to the Michigan Public Schools Employees' Retirement System pursuant to 1945 Public Act 136, as amended. The Superintendent shall pay any portion required to be paid by the employee by state law or the Administrative Employment Contract for other administrators in the District.

D. Automobile: The Superintendent shall be entitled to reimbursement for mileage for trips made on official business at the business rate and in accordance with rules and regulations established from time to time by the Internal Revenue Service. The Superintendent shall provide documentation to support claims for reimbursement.

E. Club Memberships: The Board shall pay the membership fee and other costs for the Superintendent to belong to and participate in the Michigan West Coast Chamber of Commerce, Holland Rotary Club, and/or such other civic organizations as he may elect with Board approval.

F. Professional Development: The Board, in recognition of the benefits to the School District to be derived from continuing professional development of the Superintendent, encourages the Superintendent's involvement in professional activities. With the prior knowledge and approval of the Board, the Board shall pay membership dues in professional organizations and reasonable expenses incurred in attending professional conferences. Dues will not be paid to any union organization on the Superintendent's behalf.

G. Indemnification; Liability Insurance: The Board shall indemnify the Superintendent for claims against the Superintendent arising out of his work as Superintendent to the fullest extent provided and allowed by applicable law. The Board may obtain insurance coverage against such claims in an amount that it determines appropriate, which insurance may be part of a blanket policy covering other employees and officers of the School District.

7. **Outside Activities**: The Superintendent may undertake five (5) days of non-District related activities (e.g. consultative work, speaking engagements, teaching, writing, lecturing) provided prior approval is received from the Board following disclosure of the proposed activities. In the event the Board, in its sole discretion, determines that any such activity may or does interfere with the Superintendent's satisfactory performance of duties, reflects poorly upon the District, or is unacceptable for other reason, the Board may require that the Superintendent cease some or all of such outside activities. In no case will the Board be responsible for any expense related to the performance of outside activities.

8. **Evaluation**: The Board shall evaluate the Superintendent's performance periodically, with an annual evaluation in February of each year which annual evaluation will be reflected in an evaluation report to be adopted by the Board Officers each March. The evaluation process includes, but is not limited to, a conference of one or more Board members designated by the President of the Board. The Superintendent shall remind the Board of its responsibility to conduct its annual evaluation by February 1 of each year.

9. **Scope of Agreement**: This Contract of Employment contains the entire agreement and understanding by and between the Board and the Superintendent with respect to the employment of the Superintendent, and no representations, promises, contracts, or understandings, written or oral, not contained herein shall be of any force or effect., provided that applicable laws shall to the extent provided therein supersede this Contract. All prior agreements pertaining to, connected with, or arising in any manner out of the employment of the Superintendent by the Board are hereby terminated and shall be of no force or effect whatsoever. No change or modification of the Contract of Employment shall be valid or binding unless it is in writing and signed by the Superintendent and the Board, or, with regard to a waiver of compliance, by the party allegedly waiving compliance. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provision of this Contract at such time or a waiver of the same provision or any other provision at any other time.

10. **Notices**: Any notice, request, or demand required by this Contract shall be provided in writing and delivered personally to the Superintendent or President of the Board, as applicable. If the

Superintendent is no longer maintaining an office or residence within the District, such delivery shall be by certified mail, return receipt requested, or by a private courier service providing similar proof of delivery at the last known address for the Superintendent.

11. **Miscellaneous**: Because both parties are resident in Michigan and this Contract is entered into in Michigan, this Contract shall be governed by Michigan law. There are no intended third-party beneficiaries to this Contract. This Contract may be executed in counterparts, each of which shall be deemed to be an original. The headings of sections of this Contract are inserted for convenience and shall not be used in interpreting its terms. If any provision of this Contract is declared invalid or unenforceable, the remaining provisions shall continue in full force and effect unless that would clearly be contrary to the intentions of the parties with regard to another specific provision. This Contract does not confer tenure upon the Superintendent in the position of Superintendent or any other administrative position in the school district.

12. Authority: This Contract is executed on behalf of the District pursuant to authority granted in the resolution on the Board adopted on April 25, 2016.

To evidence their agreement, the parties have executed this contract on the dates written.

Date: July 6, 2016

Thomas K. Martin, Superintendent

WEST OTTAWA BOARD OF EDUCATION

Date: July 6, 2016

Phil Perkins, President

Date: July 6, 2016

Kate McCoy, Secretary

Superintendent Salary Schedule

Step 1	$ 196,287	
Step 2	$ 201,528	
Step 3	$ 206,908	
Step 4	$ 212,433	Calendar Year 2015
Step 5	$ 218,105	
Step 6	$ 223,557	
Step 7	$ 229,146	