

**SUPERINTENDENT'S EMPLOYMENT CONTRACT
BETWEEN
THOMAS ENSLEN
and the
THORNAPPLE KELLOGG BOARD OF EDUCATION
of the
THORNAPPLE KELLOGG SCHOOL DISTRICT**

This contract is made and entered into as of the 11th day of June, 2012, between the Board of Education of the Thornapple Kellogg School District ("the Board"), and Thomas Enslen as Superintendent ("Superintendent").

1. Term. This contract shall take effect on the 1st day of July 2012, and continue in force thereafter through the 30th day of June 2015, subject to extension and termination as provided herein.
2. Qualifications. The Superintendent warrants and represents that he holds or meets, and will maintain throughout the term of this Agreement, all Michigan requirements and certificates necessary for employment by the Board of Education in the position of Superintendent, and the credentials as needed to satisfy all accrediting agencies. The Superintendent also agrees, as a condition of continued employment, to meet all continuing education requirements of the Michigan Department of Education as may be established from time to time. If at any time, the Superintendent fails to meet or maintain all certificates, credentials, continuing education requirements or qualifications required for the position assigned herein, this Contract shall automatically terminate and the Board shall have no further obligations hereunder.
3. Duties. The Superintendent agrees to devote his full-time energies, talents, skills, efforts, and abilities to perform the duties of Superintendent in a competent, proficient, and professional manner in compliance with the laws applicable to the School District and the policies and regulations now or hereafter adopted by the Board of Education. The Superintendent agrees to faithfully perform those duties assigned by the Board and to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations, and Board policies. The Superintendent pledges to use his best efforts to maintain and improve the quality and efficiency of the operation of the School District. 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.

It is understood that the Board may modify the duties and responsibilities of the Superintendent at any time. The Board also reserves the right to transfer the Superintendent to another position provided that salary and benefits shall not be reduced.

The Board employs the Superintendent as the Chief Executive Officer and Chief Operating Officer of the district. In these capacities he shall:

- a. Be entitled to attend all regular and special meetings of the Board and its sub quorum committees;
 - b. Direct the operations of the district subject to Board of education policy;
 - c. Select all new employees of the district subject to ratification by the Board or as otherwise provided in Board policy;
 - d. Provide for the assignment, reassignment, and performance evaluation of all district personnel; and,
 - e. Recommend appropriate policy for consideration by the Board and make recommendations on any other matter as requested by the Board.
4. Outside Activities. The Superintendent shall devote his full time, skill, labor, and attention to the direction and supervision of the district and shall not, during the term of his employment, be engaged in any other business. By agreement with the Board, superintendent may undertake consultative work, speaking engagements, writing, lecturing, membership and office in educational organizations, or other professional duties and obligations. If Superintendent receives compensation for such activities, he will be required to use vacation time to cover the time missed from work. In the event the Board, in its sole discretion, determines that any such activity interferes with the Superintendent's performance of duties, 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 attendant to the performance of outside activities.
5. Examinations. Prior to commencing employment, Superintendent shall provide written certification from a physician of his choice that he is fit to perform the essential functions of the Superintendency on a regular and continuous basis, with or without reasonable job accommodations. Thereafter, upon the request of the Board or a Board committee, the Superintendent shall provide the Board or its designee with report(s) of examinations by appropriate health care professionals certifying the Superintendent's ability to perform the essential functions of his assigned responsibilities on a regular and consistent basis, with or without reasonable job accommodation(s). Any such examinations shall be job related and consistent with business necessity. The Board shall pay the cost of all examinations (e.g., medical, psychological, psychiatric, etc.) and related tests they require during the term of this Agreement. By executing this Contract, the Superintendent authorizes the release of any medical information by such medical personnel to the Board and authorizes the Board and any of its agents to provide the medical personnel with any and all information concerning the Superintendent's employment and any other pertinent information they may have, personal or otherwise. The Board reserves the right to designate the professional(s) to conduct the examination(s). A statement certifying to the physical and/or mental competence of the Superintendent shall be submitted to the President of the Board of Education and shall be treated as confidential

information. Superintendent also agrees to provide all relevant medical information to any professional(s) who conduct any examination(s) in accordance with this Agreement.

The Superintendent shall also submit to such medical examinations, supply such information, and execute such documents as may be required by any underwriter, policyholder, or third-party administrator providing insurance programs specified under this Agreement.

6. Disability or Incapacity. In the event that Superintendent is unable to perform the essential functions of the Superintendency due to mental or physical incapacity, he shall be granted an initial leave up to ninety (90) calendar days for recovery, upon submission of medical certification in a form satisfactory to the Board. The Board may require additional opinion(s) at its expense consistent with the Family Medical Leave Act, if applicable. The Superintendent shall first exhaust any accumulated sick leave or accrued vacation, with the balance, if any to be unpaid. Health plan premiums shall be paid during this period to the extent required by law.

The Superintendent may request extensions in up to ninety (90) calendar day intervals in the event the incapacity or disability continues, provided that there is a reasonable likelihood that the Superintendent will be able to resume his duties at the end of the extended leave interval. The Board may request medical certification of the need for continuation of the leave and may require additional opinion(s) at its expense. Any extensions of leave for this purpose shall be at the sole discretion of the Board.

Prior to resumption of employment after any leave pursuant to this paragraph, the Superintendent shall submit a fitness for duty certification.

The Board of Education shall be entitled to terminate this Contract during its term in the event that the Superintendent is unable to perform the essential functions of his responsibilities at the expiration of an approved medical or disability leave, or any extension thereof, pursuant to this paragraph. However, no such termination shall occur if restoration after leave is required by the Family and Medical Leave Act.

7. Evaluation. Annually, the Board of Education shall review with the Superintendent his performance as Superintendent according to Board Policy. The evaluation process shall be established by the Board after consultation with the Superintendent. The performance evaluation shall include, but not be limited to, an evaluation of the Superintendent's job performance, using multiple rating categories that take into account student growth as a significant factor, as measured by national, state or local assessments and other criteria. The evaluation shall normally be completed no later than March 31 of each year, and may be extended by mutual agreement.

8. Extension. This contract may be extended at the discretion of the Board of Education for an additional one-year period, upon request of the Superintendent. In exercising this option, the Board of Education also may establish the annual salary to be paid to the Superintendent for the school year included in the extension taking into consideration job performance and job accomplishments as significant factors in determining the rate. The assessment of job performance shall incorporate an evaluation of the Superintendent's performance at least in part based upon data on student growth as measured by assessments and other objective criteria. All other terms and conditions of this contract shall remain unchanged. Contract extension shall be determined within thirty (30) days after completion of Superintendent's annual evaluation. If the Superintendent desires an extension, he shall annually request an extension in writing on or before February 1st. The Board of Education in its sole discretion and with or without cause may grant or decline the request to extend this contract for an additional year.
9. Nonrenewal. The Superintendent shall advise the Board of Education in writing before February 1st of the last year of this Contract or any extension thereof, of its option to consider nonrenewal of this Contract pursuant to the Michigan Revised School Code. This Agreement is subject to nonrenewal by operation of state law.
10. Tenure Exclusion. The Superintendent shall not be granted continuing tenure in the position initially assigned or to any other administrative position to which he may be assigned or transferred. Nor shall the decision of the Board not to continue or renew the employment of the Superintendent for any subsequent period in any capacity be deemed a breach of this Agreement, or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.
11. Compensation. As remuneration for services rendered, the Board of Education shall pay to the Superintendent:

Base annual salary of \$141,000. The salary shall be paid in bi-weekly installments. The Board of Education retains the right to adjust salary during the continuation or extension of this contract, but an adjustment shall not reduce the annual compensation.
12. Transportation. During the term of the contract, the Superintendent shall be reimbursed for appropriate business miles as recorded and approved by the Board President.
13. Benefits. During the term of the Contract, the Superintendent shall receive the benefits generally provided by the School District to full-time, professional administrative staff on the same basis as available to those staff members in accordance with the Board of Education policy (including disability leave, health insurance, and retirement benefits) subject to the following limitations: first, this

paragraph excludes any compensation or benefit specifically set forth elsewhere in this Contract; and second, such benefits are subject to change at any time on the same basis as changed for full-time, professional administrative staff; and third, the Board reserves at all times the right to identify the policyholder and carrier of any health insurance coverage provided the health coverage is equivalent to the coverage provided to full-time, professional administrative staff.

VACATION:

An annual vacation period of twenty five (25) days per contract year may be taken at a time mutually acceptable to both parties. The Superintendent may either carry over or be paid, on a per diem basis at the rate the days were earned, up to ten (10) unused vacation days each year. However, in no year may Superintendent take more than twenty five (25) days of vacation.

Upon termination, in good standing, of the Superintendent's employment with the district the Superintendent shall be paid for his unused accumulated vacation leave at his per diem rate.

The Superintendent shall not be required to work on the following holidays: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and the day after, Christmas Eve Day, Christmas, and New Years Eve Day.

LEAVE DAYS

The Superintendent shall be allotted up to five (5) personal business days per contract year, which are not cumulative. The Superintendent shall be initially credited with the number of unused sick leave days he has accrued during his employment with the District. Each contract year, he shall be granted fifteen (15) paid sick leave days. Unused sick leave days will be permitted to accumulate from year to year.

Upon retirement the Superintendent shall be paid for up to a maximum of ninety (90) days of his unused accumulated sick leave at the rate of \$125.00 per day.

LIFE INSURANCE:

The Board shall provide a term life insurance policy to Superintendent in a face amount of \$500,000.00 during the term of this Agreement.

MEMBERSHIP DUES:

The Board of Education shall pay membership dues in the following:

The American Association of School Administrators (AASA)
The Michigan Association of School Administrators (MASA)

The Association for Supervision and Curriculum Development (ASCD)
The Kent Intermediate Superintendents Association (KISA)
And, with prior notification to the School Board, those deemed necessary by the Superintendent.

The Superintendent may attend at least one conference per contract year. The Superintendent shall provide prior notice to the Board if he intends to attend.

CONTINUING EDUCATION:

The Superintendent shall provide prior notice to the Board of all activities needing to be reimbursed for continued professional growth as mutually agreed upon by both parties.

14. Suspension. The Board may place the Superintendent on administrative leave or suspend the Superintendent from all or part of the active performance of his duties and responsibilities, at any time the Board deems such action is necessary. Such suspension of responsibilities shall be without loss of salary or other benefits under this Contract until the Superintendent is either reinstated or terminated by the Board under the provision of Paragraph 15.
15. Termination.
 - a. The term of this Contract and Superintendent's employment shall automatically terminate upon the death of the Superintendent, or the resignation of the Superintendent. The Superintendent may terminate this Contract upon 180 days written notice to the Board. In the event the Superintendent resigns, the Board's obligations hereunder end as of the date of resignation.
 - b. This Contract shall automatically terminate and the Board shall have no further obligations hereunder if the Superintendent fails to meet or maintain the qualifications required for the position.
 - c. The Superintendent may also be terminated for cause at any time during this Contract. For purposes of this Contract, "cause" shall include, but not be limited to, misconduct that reflects adversely on the Board or the District; a serious violation of the Board's written rules, regulations, policies, or directives; excessive absence that interferes with performance; neglect of duty; material breach of the terms of this Contract; acts of moral turpitude, grave misconduct in office, dishonesty, fraud, conviction of a felony or high misdemeanor, insubordination, material misrepresentation or falsification of records, in which event, this Contract may be terminated without liability.

- d. If the Board takes action to dismiss Superintendent pursuant to subsections b or c, Superintendent shall first receive thirty (30) days advance notice that the Board is considering termination, together with a written statement of the reasons the Board is considering termination. After the issuance of the written statement, but before the termination statement is issued, the Superintendent and a representative of his choice and at his cost, may meet with not less than a majority of the Board, in public or private as the Superintendent may choose, to discuss the reasons stated in the written statement, and to make such oral or written response, as Superintendent may elect. The subsequent vote of the Board whether or not to terminate the Agreement shall take place in a public session, at which time the Board will state the reason for the termination.
 - e. Upon termination of this Agreement by the Board, the respective rights, duties and responsibilities of the parties pursuant to this Agreement shall cease.
- 16. Residency. The Superintendent shall maintain his actual residence and legal domicile within twenty miles of the boundaries of the Thornapple Kellogg School District during the term and any extensions of this Agreement.
- 17. Dispute Resolution. Any and all disputes, controversies or claims arising out of or in connection with or relating to this Agreement, or any breach or alleged breach thereof, and any claim that the District violated any state or federal statute, including, but not limited to: the Michigan Elliott-Larsen Civil Rights Act, the Michigan Persons with Disabilities Civil Rights Act, the Michigan Freedom of Information Act, the Americans with Disabilities Act, The Family and Medical Leave Act, the Age Discrimination in Employment Act, and Title VII of the Civil Rights Act of 1964, all as amended; Michigan common law doctrines; or tort claims relating to the employment relationship with the District shall, upon the request of the party involved, be submitted to and settled by arbitration in the State of Michigan pursuant to the applicable rules of the American Arbitration Association (or at any other place or under any other forum of arbitration mutually acceptable to the parties involved), arbitration under this provision shall be conducted pursuant to the Michigan Arbitration Act, MCL 600.5001 *et seq*, MCR 3.602, and shall be subject to the following terms:
 - a. The parties hereto specifically agree to arbitrate with the other party in a joint proceeding with regard to all common issues and disputes. As such, neither party may litigate such claims against each other in court. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.
 - b. Notice of the demand for arbitration shall be filed, in writing, with the other party to this Agreement and with the American Arbitration Association (AAA). The demand for arbitration shall be made within 180 days after the

claim, dispute, or other matter in question arose, but, as to any statutory claims, the demand shall be filed no later than the applicable Michigan statute of limitations. Each party is responsible to pay the initiation fee assessed by AAA.

- c. The parties shall have the right to be represented by counsel of their choice and at their cost.
 - d. With respect to any statutory claims, the parties shall be permitted pre-hearing discovery in the time and manner provided by the Michigan Court Rules.
 - e. An arbitrator shall be chosen according to the American Arbitration Association procedures, and shall be impartial to the matter. The arbitrator shall be sworn to hear and decide the matter fairly.
 - f. The arbitrator shall have no power to add to, subtract from, or alter the terms of this Agreement, and shall render a written decision setting forth findings of fact and conclusions of law only as to the claims or disputes at issue.
 - g. This arbitration procedure does not waive or limit, in any way, any statutory damages to which a party claims it, or he is entitled. The Board shall pay the fees and costs of the arbitrator. Each party shall pay for its or his own costs and attorney's fees, if any. If any party prevails on a statutory claim which entitles the prevailing party to attorneys' fees, the arbitrator may award reasonable fees to the prevailing party in accordance with such statute.
 - h. Any award by the arbitrator shall be final, conclusive, and binding upon the parties, and a judgment thereon may be entered in the highest court for the forum, state or federal, having jurisdiction. Upon the entry of an arbitral award in favor of the Superintendent, the District shall have thirty (30) days after its receipt of such award within which to fully comply with the same, and a judgment may not be entered to enforce such award until such time as the District has had reasonable opportunity to comply with the arbitral award in accordance with this provision.
18. Entire Agreement. This Agreement contains the entire agreement between the Board and the Superintendent and supercedes any previous oral or written understandings and agreements pertaining to or arising in any way out of Superintendent's employment. No individual Board member has authority to alter this Agreement or enter into any new or different Agreement. No amendments, modifications, additions or deletions shall be binding upon the parties unless in writing, signed by both parties, and approved by the Board in an open meeting.

19. Non Assignability. This Agreement is personal to each of the parties and may not be assigned or delegated to any other party without obtaining the written consent of the other party.
20. Severability. If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without such provision, unless the elimination of such provision substantially defeats the intents and purposes of the parties as embodied in this Agreement.
21. Construction. This Agreement is the product of negotiations between the parties and shall not be construed in favor of or against either party.
22. Controlling Law. This Agreement shall be governed by the laws of the State of Michigan, and shall be enforced only in a court of competent jurisdiction in Barry County, Michigan.

We the parties have signed and duly executed this Superintendent's Employment Contract, consisting of 9 pages, as of the day and year written in the opening paragraph.

FOR THE BOARD OF EDUCATION:

BY THE SUPERINTENDENT:

Dave Smith, Board President

Thomas Enslin

Member