

**EAST JORDAN PUBLIC SCHOOL DISTRICT
Superintendent's Contract**

THIS CONTRACT, entered into this 28th day of June, 2012, between the East Jordan School District Board of Education, hereinafter called the "Board" and Jon Hoover, hereinafter called "Superintendent".

WITNESSETH:

1. DUTIES

The Superintendent agrees, during the period of this Contract, to faithfully perform his duties and obligations in such capacity for the school district including, but not limited to, those duties required by the Revised School Code. He will act as an advisor to the Board on matters pertaining to the school administration and the School District, and he will inform the Board as to the administrative action taken on its behalf. The Superintendent shall recommend, effect, or cause to be effected, the policies and programs of the Board as may be adopted. He will faithfully and diligently fulfill all the duties and obligations incumbent upon him as the executive head of the administrative section of the school system and the East Jordan School District.

2. TERM

The Board agrees to employ Jon Hoover as Superintendent of its schools for the term commencing on July 1, 2012 and expiring on June 30, 2015.

3. COMPENSATION

The Board agrees to pay the Superintendent, the annual rate of \$117,000 for 260 days as determined in the formula for compensation of the Superintendent and approved by the School Board, for performance of the terms of this Contract. Said sum shall be paid on twenty-six (26) bi-weekly installments. The Board may increase the annual salary for the second and/or third years of this Contract. In no instance shall the salary for the second or third year be less than the previous year.

4. EVALUATION

The Board shall evaluate the Superintendent, at least annually, using the criteria and an evaluation process mutually agreed to by the Board and the Superintendent.

5. TENURE

The Superintendent shall not be deemed to be granted continuing tenure in such capacity but shall be deemed to have been granted continuing tenure as an active classroom teacher in accordance with and subject to the provisions of the Michigan Teachers' Tenure Act.

6. PROFESSIONAL LIABILITY

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 individual capacity, or in his official capacity as agent and employee of the East Jordan School District, provided the incident arose while the Superintendent was acting within the scope of his employment and excluding criminal litigations. The Board shall provide public liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgment resulting from his functioning as Superintendent and will reimburse him for any portion of such expense and judgments not covered by insurance. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

7. PROFESSIONAL GROWTH

The Superintendent may attend professional meetings at the local, state and national levels, the expenses of said attendance to be paid by the Board. National meetings will require Board approval.

The Board shall reimburse the Superintendent for all reasonable expenses resulting from the performance of his duties as Superintendent.

8. PROFESSIONAL DUES

The Board shall pay the association dues of the Superintendent for the American Association of School Administrators, the Michigan Association of School Administrators (MASA), the Michigan Negotiators Association and the MASA region in which the District is located, as well as other appropriate affiliations as approved.

9. MEDICAL EXAMINATION

The Superintendent agrees to have a comprehensive medical examination, at least once every two years. A statement certifying to the physical competency of the Superintendent shall be submitted to the President of the Board and shall be treated as confidential information. The cost of said physical examination and reports shall be paid by the Board.

10. FRINGE BENEFITS

The Board shall provide the Superintendent with the following benefits:

- Health, dental, vision and long-term disability insurance provided to other administrative employees. As a condition to participating and enrolling in health insurance, the

Superintendent shall contribute the premium in excess of the "cap" in Section 3 of the Publicly Funded Health Insurance Contribution Act, 2011 PA 152. Dental and vision insurance premiums shall be paid in full by the Board. The Superintendent hereby authorizes payroll deduction for all such premium amounts for which he is responsible.

- For those months that the Superintendent elects not to receive health insurance, the Superintendent shall be paid an amount equal to the single subscriber monthly premium as cash-in-lieu of insurance.
- Group Term Life Insurance for the Superintendent for an amount two (2) times the annual salary.
- Twelve (12) days as needed for intermittent personal sick days.
- Thirty (30) days paid time off per year, including holidays. Up to five (5) unused paid time off days may be rolled over to the following year. Up to five (5) unused paid time off days may be "sold back" to the District at a per diem rate of \$450.00 per day on June 30th of each Contract year.
- Bereavement leave is available for the death of a family member. The term "family member" shall include: spouse, child, parent, sibling, grandchild, mother-in-law, sibling-in-law, son-in-law and daughter-in-law. Five (5) days shall be granted for each occurrence.
- Tuition: The Superintendent shall be reimbursed in full for tuition charges at an accredited college or university.
- Transition Expenses: The Board shall provide a one-time payment for the transition and moving expenses for the Superintendent in the amount of \$3,000; payable upon the execution of this agreement.

11. TERMINATION PROVISIONS

The Superintendent shall be subject to discharge during the term of this Contract for good and just cause, but the Board shall not arbitrarily and capriciously dismiss him. This Contract may be nonrenewed in accordance with Section 1229 of the Revised School Code. No discharge shall be effective until written charges have been served upon him and he shall have an opportunity for a fair hearing before the Board after ten (10) days notice in writing. Said hearing shall be public or private at the option of the Superintendent. At such hearing, he may have legal counsel at his own expense.

The Superintendent is prohibited from engaging in conduct involving moral turpitude. The Board may void this contract if the Superintendent violates this provision. Moral turpitude may be defined as conduct contrary to acceptable rules of justice, honesty, and good morals and may involve actions against another person, property, society and/or the government.

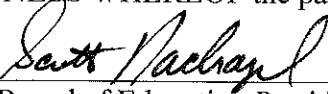
12. ENTIRE AGREEMENT

This Contract contains the entire agreement and understanding by and between the Board and the Superintendent with respect to his employment with East Jordan Public Schools and no prior or

concurrent representations, promises, contracts, or other understandings, written or oral, not contained herein, shall be of any force or effect. Prior contracts or other agreements (written or oral) pertaining to the terms of this Contract are hereby cancelled and superseded by the terms of this Contract on the effective date of this Contract.

No amendment or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board of Education as reflected in its minutes, and signed by the Superintendent and President and Secretary of the Board.


IN WITNESS WHEREOF the parties hereto have set their hands the day and year above written.

By: 
Board of Education President

Date: 7-3-12

By: 
Board of Education Secretary

Date: 7-3-12

By: 
Superintendent

Date: 7-3-12