

## SUPERINTENDENT'S EMPLOYMENT CONTRACT

THIS AGREEMENT, between the ALLENDALE PUBLIC SCHOOLS BOARD OF EDUCATION (hereinafter "Board") and Garth Cooper (hereinafter "Superintendent"), is made and entered into with respect to Superintendent's employment by the Board. The Board and Superintendent agree as follows:

1. Term. This agreement covers Superintendent's employment by the Board for the three (3) year period from July 1, 2021 through June 30, 2024.

2. Assignment and Qualifications. (a) Superintendent shall serve as the Allendale Public Schools' (hereinafter "District") Superintendent of Schools.

(b.) Superintendent represents that he possesses and will maintain all certificates, credentials, and qualifications required by law and/or regulation, including those promulgated by statute or by rule or regulation of the Michigan Department of Education or the Board, to serve as the District's Superintendent of Schools. Superintendent further agrees, as a condition of continued employment, and to satisfy such continuing education requirements as may be required by law and/or by the State Board of Education.

3. Non-Tenure. The Superintendent shall not gain tenure in his position as Superintendent of Schools or in any other administrative position or capacity with the District.

4. Duties. The Superintendent shall faithfully and conscientiously perform all duties and responsibilities as may be required of him, as the District's Superintendent of Schools, by The Revised School Code (as amended), by any other applicable law, rule or regulation, and by such policies and/or directives as may be reasonably adopted or issued by the Board. The Superintendent shall act as an advisor to the Board on all matters concerning the District's administration and shall apprise the Board of administrative action taken on its behalf. The Superintendent shall recommend to the Board such policies and/or programs as are believed to be in the best interests of the District and its students, and shall implement, or cause to be implemented, such policies and/or programs as are approved or adopted by the Board. The Superintendent shall, in all regards, perform the duties and responsibilities incumbent upon him as the chief executive officer of the District in a diligent and good faith manner.

5. Compensation. For services performed by the Superintendent pursuant to this Agreement, the Board shall compensate Superintendent in the amounts and in the manner prescribed below:

(a.) Salary: The Board shall pay Superintendent a base annual (i.e. July 1 through June 30) salary of: \$142,180.00, payable in twenty-six (26) or twenty-seven (27) regular installments per year. Following the 2021-22 fiscal year, Superintendent's base annual salary shall be as determined by the Board, but shall not be lower than \$142,180.00.

(b.) Tax-deferred Annuity: The Board shall, during each year of this Agreement (i.e. July 1 through June 30), pay directly into a tax-deferred annuity (of Superintendent's choosing) on Superintendent's behalf and for Superintendent's benefit the sum of \$25,000.

- (c.) Merit Pay: The Board may choose (under MCL 380.1250) to pay merit pay for an Effective or Highly Effective performance rating on the annual evaluation of the Superintendent in an off schedule amount not to exceed 2% of the salary. The percentage amount will be determined by the Board on an annual basis.

6. Paid Vacations. Superintendent shall be entitled to five weeks (i.e. 25 working days) of paid vacation time each year (July 1 through June 30). Paid vacation time shall be taken at times mutually agreeable to Superintendent and the Board. 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. The per diem rate shall be calculated as the Superintendent's annual salary in the given year divided by 260.

7. Paid Holidays. Superintendent shall receive such duty free paid holidays as are provided by the Board to the District's administrative staff in general.

8. Paid Personal Days. Superintendent shall be eligible for two (2) duty free paid personal days per year (July 1 through June 30); provided, however, that any unused paid personal days shall not be accumulated or carried over from one year to the next, but may be reimbursed at a rate of \$275 per half day.

9. Benefits and Other Provisions. In addition to the foregoing compensation or remuneration for services rendered, the Superintendent shall receive and/or be subject to the following:

- (a.) Retirement Contribution. The Board shall, on behalf of Superintendent, contribute to the Michigan Public School Employees' Retirement System (MPSERS), pursuant to the Public School Employees' Retirement Act, such amounts (exclusive of MIP contributions) as are required of it by law.
- (b.) Group Insurance. The Board shall provide Superintendent and his eligible dependents with such group health, dental and vision insurance as is provided by the Board to its administrative staff in general. The Board shall also provide the Superintendent with such group long term disability and term life insurance as is provided by the Board to its administrative staff in general. All such group insurance coverage shall be subject to such terms and conditions as the Board and/or the insurance program(s)/provider(s) may prescribe. The Superintendent will pay all health premium costs above the hard cap as established by MCL 15.561 of seq.
- (c.) Supplemental Life. In addition to such group term life insurance as is provided to the Superintendent pursuant to Paragraph 9(b) above, the Board shall provide the Superintendent with Board-paid supplemental term life insurance in the amount of \$225,000.
- (d.) Sick Leave. The Board shall provide the Superintendent with fifteen (15) paid sick leave days per year (July 1 through June 30). Unused paid sick leave days may be carried over and accumulated up to (but not exceeding) a maximum of

one hundred twenty (120) days, but any unused sick leave accumulation shall not be paid.

- (e.) Mileage Reimbursement. Given the Superintendent is often required to use his personal vehicle for District business, the Board shall reimburse the Superintendent \$250 per month for travel within 50 miles of the district. For travel beyond 50 miles of the district, the Board shall reimburse the Superintendent at the rate determined by the Board, but not less than the maximum rate (per mile) allowed (without taxation) by the Internal Revenue Service. Such reimbursement shall be made upon receipt of such documentation as the Board may reasonably require.
- (f.) Memberships and Professional Organizations. The Board shall pay Superintendent's fees and costs for membership in the American Association of School Administrators, the Michigan Association of School Administrators, the National Staff Development Council, the Michigan Staff Development Council, and such other appropriate organizations or affiliations (if any) as may be approved by the Board.
- (g.) Expense Reimbursement. Such expenses as may be reasonably and appropriately incurred by Superintendent, on behalf of the Board or the District and in his capacity as the District's superintendent of schools, shall be reimbursed to Superintendent upon receipt of such documentation as may be required for such reimbursement in accordance with Board or District policy and practice.
- (h.) Cell Phone. The Board shall provide Superintendent with a cell phone allowance in the amount of \$75 per month. In lieu of said allowance, however, the Board may provide Superintendent with a cellular phone for his use in accordance with such policy or practice as is applied to the District's administrative staff in general concerning the use of District-provided cell phones (if any).
- (i.) Continuing Education. The Board shall reimburse Superintendent for the tuition and fees incurred by Superintendent, during the course of his employment, upon his successful completion of post graduate course work which is relevant to Superintendent's position and the performance of his job responsibilities. Such reimbursement shall be limited to twelve (12) credit hours per fiscal year or \$4,000 per fiscal year, whichever is less.

10. Leave Reporting. Superintendent shall, on a monthly basis or at such other intervals as the Board may require, provide the Board President and the District's Business Manager with appropriate documentation of his use of any paid leave time available to Superintendent pursuant to this Agreement (e.g. paid vacation, paid sick leave, etc.).

11. Outside Activities. Superintendent shall devote his full working time, skill, effort and attention to the performance of his duties and responsibilities as the District's Superintendent of

Schools; provided, however, that Superintendent may serve as a consultant to other school districts or educational organizations, and may engage in reasonable lecturing, teaching, writing and/or related activities, if (but only if) such outside activities are of short duration and do not interfere with the full and satisfactory performance of Superintendent's duties and responsibilities. If Superintendent receives compensation or an honorarium for any such outside activity, it may only be undertaken outside Superintendent's expected work schedule or during Superintendent's vacation time. The Board shall not be responsible for any cost or expense attendant to the Superintendent's performance of such outside activities.

12. Medical Examination. The Superintendent shall, if requested by the Board, have a comprehensive medical examination once each year to ensure Superintendent's ability to perform the essential functions of his job as Superintendent of Schools. Such examinations shall be by a physician or physicians mutually acceptable to the Superintendent and the Board, and shall be at Board expense. Superintendent consents to the release and disclosure of the medical examination record or report to the Board President; and Superintendent agrees to authorize and direct the physician(s) and/or other health care providers involved with his examination to provide the Board President with the examination record or report. Said medical record or report shall be treated as confidential.

13. Evaluation. The Board shall formally evaluate the Superintendent's performance not less often than once each school year; and such evaluations shall generally be conducted by November 30<sup>th</sup>.

14. Renewal, Non-Renewal and Termination. This Agreement shall be subject to renewal, non-renewal, or termination as follows:

(a.) Renewal. The Board shall annually consider, prior to the end of each fiscal year (June 30<sup>th</sup>), renewing or extending this Agreement (i.e. Reissuing it for a new three-year term) on such terms as may be mutually agreeable to the Board and the Superintendent.

(b.) Revised School Code. This Agreement shall be subject to automatic renewal, and to non-renewal, in accordance with Section 1229 of The Revised School Code.

(c.) Termination. This Agreement may be terminated prior to its expiration as follows:

- (i) At any time upon mutual written agreement between the Board and Superintendent;
- (ii) In the event the Superintendent becomes unable, by reason of illness, injury, disability or otherwise, to perform all (or substantially all) of his material duties and responsibilities for ninety (90) or more work days in any consecutive twelve (12) month period, then and in such event the Board may, at its option, terminate this Agreement; provided, however, that this provision shall not be construed to deny Superintendent any rights he may have under the Family and Medical Leave Act; and
- (iii) This Agreement may be terminated by the Board at any time for just and reasonable cause. Furthermore, because Superintendent is prohibited from

engaging in any conduct involving moral turpitude, the Board may void this Agreement in the event of such conduct.

15. Entire Agreement. This Agreement, including the Addendum (if any) attached as Exhibit A, represents the entire agreement between the Board and Superintendent and supersedes any and all previous understandings or agreements (whether oral or written) between them.

16. Miscellaneous. The rights and obligations of the parties under this Agreement shall not be assignable. The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by that party. This Agreement may be amended, but only in writing approved and signed by the parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. The headings or captions used in this Agreement are for purposes of convenience only and shall not be construed to alter, modify or be a part of the Agreement's terms. The various provisions of this Agreement shall be deemed to be severable, so that if any provision is lawfully determined to be invalid or unenforceable, such determination shall not affect the validity and enforceability of the Agreement's remaining provisions.

IN WITNESS WHEREOF, the Superintendent  
has executed this Agreement this  
\_\_\_\_ day of \_\_\_\_\_, 2021.

IN WITNESS WHEREOF, the Board's authorized officers  
have executed this Agreement, on behalf of the  
Allendale Public Schools Board of Education, this  
\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Garth Cooper

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Board Secretary