

**OKEMOS PUBLIC SCHOOLS  
CONTRACT OF EMPLOYMENT  
Superintendent**

Pursuant to Section 1229(1) of the Revised School Code and in accordance with the action found in the minutes of the **Board of Education (Board) of the Okemos Public Schools (District)** meeting held on December 18, 2023, the Board employs John Hood (**Superintendent**) according to the terms and conditions set forth in this Contract.

**Terms**

1. **Duration.** This Contract shall be for a four-and-a half (4½) year period beginning on January 1, 2024, and ending on June 30, 2028, subject to extension and termination as described below. A Contract year runs from July 1 through June 30.

2. **Extension.** The Board, in its sole discretion, may extend the Contract for an additional year upon completion of Superintendent's annual performance evaluation. If an extension occurs, a written amendment executed by the Superintendent and the Board President and Board Secretary shall be executed no later than December 31 of the year in which the Superintendent's annual performance evaluation is completed.

3. **Qualifications.** Superintendent represents that he possesses and will maintain all certificates, approvals, credentials, and qualifications required by law, including Revised School Code Sections 1246 and 1536, the regulations of the Michigan Department of Education, and those required by the Board to serve in the position assigned. Superintendent agrees, as a condition of his continued employment, to meet and maintain all certification and continuing education requirements for the position assigned, and as may be required by law and/or by administrative regulation.

- A. If Superintendent fails to maintain all certificates, credentials, continuing education requirements, or qualifications for the assigned administrative position, this Contract shall automatically terminate, and the Board will have no further obligation.
- B. Superintendent shall be permitted to arrange his work hours to complete Section 1246 continuing education requirements if he is otherwise able to perform his duties as Superintendent. Upon submission of supporting documents, the District will reimburse Superintendent for incurred tuition and/or registration fees to complete the continuing education requirements

4. **Duties.** Superintendent shall faithfully and diligently perform the duties of Superintendent as required by law and as prescribed by the Board through its policies, regulations, and directives, as well as those duties that may be further established, modified, or amended from time to time by the Board.

- A. Superintendent acknowledges the Board's ultimate authority to determine his duties and related directions.

- B. As the District's chief operating officer, Superintendent will administer the District's instructional, personnel, and business affairs, subject to Board direction.
- C. Superintendent is subject to assignment and transfer to another administrative position of employment in the District at the Board's discretion. In that event, Superintendent's compensation will remain as stated in this Agreement.
- D. Superintendent will apprise the Board of information which may be of importance to its members.
- E. Superintendent will prepare all Board meeting agendas in cooperation with the Board President.
- F. Superintendent will promote good community relations and represent the District in dealing with other organization, school staff, the public, and news media.
- G. Superintendent will prepare an annual budget, submit it to the Board of Education for approval in a timely manner, and direct expenditures within the limits of the Board approved budget.
- H. Superintendent will develop organizational goals in cooperation with the Board and other interested parties and keep the Board informed of progress toward the goals.
- I. Superintendent will devote his full working time and best efforts in the performance of these duties for the District and will not engage in other gainful employment without prior written approval from the Board.
- J. Superintendent may serve as a consultant to other school districts or educational agencies, undertake speaking engagements, teaching, writing, lecturing, or other professional activities of a short-term nature which are not inconsistent with the full performance of his duties as Superintendent. If Superintendent uses vacation time when engaging in such outside activities, Superintendent shall retain any related honoraria. If Superintendent does not use vacation for engaging in such outside activities, any related honoraria shall be remitted to the District. When outside activities are done for private gain, the Board is not responsible for any related expenses.

### **Compensation**

**5. Compensation.** For performance of the duties under this Contract, the Superintendent shall receive a salary of Two Hundred Forty-One Thousand Four Hundred Seventy-Five Dollars (\$241,475.00), prorated during the first year of the contract (January 1, 2024 through June 30, 2024). Thereafter, Superintendent shall receive a salary increase of three percent (3%) for each Contract year. This salary will be remitted on the District's regular payroll.

- A. Superintendent's annual salary shall be paid in twenty-six (26) substantially equal bi-weekly installments beginning with the commencement of the Contract year (July 1 through June 30).

- B. Superintendent's per diem rate is calculated by dividing by 260 the annual base salary only (excluding from this formula any additional pay or benefits).
- C. Upon Superintendent's employment separation from the District during any Contract year, his salary shall be adjusted to reflect payment, on a per diem basis without fringes, for the number of days on which services were rendered during the Contract year. Any amount due Superintendent upon separation shall be remitted by the Board to him as soon as the amount can diligently be determined. Any wage or benefit amount received by Superintendent exceeding days worked during the Contract year shall be deducted from Superintendent's remaining wages. By executing this Contract, Superintendent gives his written consent for such deduction.
- D. Any wage overpayment not recoverable by the Board through wage deduction shall be remitted to the Board by Superintendent within three (3) business days of separation from employment. If not paid in this manner, Superintendent agrees that judgment may be entered against him in any Michigan court of competent jurisdiction for such amount(s).
- E. The Board retains the right to adjust Superintendent's annual salary during the term of the Contract. Any such salary adjustment shall not reduce the annual salary below the minimum annual salary prescribed above. Any adjustment in salary made during the term of this Contract shall be in the form of a written amendment and when executed by Superintendent and the Board, shall become a part of this Contract.

**6. Longevity Supplement.** As further compensation for performance of duties under this Contract, Superintendent will receive the following additional compensation in a lump sum payment no later than December 31<sup>st</sup> of each Contract year.

- A. \$1,763 beginning with the ninth (9<sup>th</sup>) year of administrative service to the District.
- B. \$3,525 beginning with the tenth (10<sup>th</sup>) year of administrative service to the District.

**7. Annuity.** For the 2024-2025 Contract year, the Board will pay Thirty Thousand Dollars (\$30,000) to Superintendent's deferred annuity program as directed by Superintendent. Thereafter, annuity contribution paid by the Board will increase by one percent (1%) of Superintendent's salary in paragraph 5 for each Contract year. These non-elective employer-paid contributions will be made in pro-rated bi-weekly payments from January 1 through June 30, 2024 for the 2023-2024 school year and thereafter from July 1 through June 30.

**8. Retirement Contribution.** Pursuant to the Michigan Public School Employees' Retirement Act, the Board will, on the Superintendent's behalf, contribute to the Michigan Public School Employees' Retirement System (MPERS), those amounts (exclusive of MIP contributions) as required by law.

- A. All items under this Contract's Compensation section are direct compensation for contractual duties performed by the Superintendent's and the District will pay all applicable MPERS contributions on that direct compensation.
- B. If the Michigan Office of Retirement Services (ORS) reimburses the District or Superintendent for contributions made from reportable compensation in this Contract

or any previous employment contract between the District and John Hood, the reimbursed amounts (employer or employee) will be paid to Superintendent through a 403(b)/401(a) plan with no cash option.

- C. If, in any year, the contributions in Paragraph 8.B., when added to the contributions in Paragraph 8.A. exceed the IRC 415(c) limit, the contributions in Paragraph 8.B. will be made in subsequent years.

### **Fringe Benefits**

**9. Insurance.** Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder, or third-party administrator, the Board shall make medical benefit plan cost payments, premium payments, and representative premium payments on behalf of Superintendent and his eligible dependents for the following insurance programs:

*Health, Dental, Vision, Long-Term Disability:* Superintendent will receive the same benefits (subject to the same deductibles and co-pays) as provided to unit employees represented by the Association of Okemos Administrators. This contribution, however, shall not be less than the amount needed for compliance with the Publicly Funded Health Insurance Contribution Act, PA 52 of 2011. Superintendent's insurance costs will be paid through payroll deduction.

*Term Life Insurance.* Superintendent will receive term life insurance benefits equal to two (2) times Superintendent's annual salary.

*Cash In Lieu.* Superintendent will receive cash in lieu of insurance at the same rate as provided to unit employees represented by the Association of Okemos Administrators on the conditions that: (1) Superintendent voluntarily and in writing opts out of the available medical health care plan; and (2) provides documentation to the District's business office that Superintendent has other medical health care coverage that meets the minimum value and coverage requirements of the Affordable Care Act.

10. **Insurance Contracts.** The Board reserves the right to change the identity of the insurance carrier, policyholder, or third-party administrator for any of the above coverage(s), provided that comparable coverage, as determined by the Board, is maintained during the term of this Contract.

- A. The Board is not required to remit medical benefit plan cost payments, premium payments, or representative premium payments for any insurance coverages for Superintendent and his eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder, or third-party administrator. If an underwriter, policyholder, or third-party administrator declines enrollment of Superintendent or his dependents in the coverage(s) specified above, the Board will undertake reasonable efforts in cooperation with Superintendent to identify alternative insurance plans or coverages in which Superintendent or his eligible dependents may be accepted for enrollment. If accepted for enrollment in such plans, the Board will remit the regular medical benefit plan cost payments, premium payments, and representative premium payments for coverage.

- B. The terms of any contract or policy issued by any insurance company or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters.
- C. Superintendent is responsible for completing and submitting all forms and documents needed to receive the above-described insurance coverage.
- D. The Board, by remitting the required premium payments for the above-described insurance coverages, shall be relieved from all liability as to insurance benefits.

11. ***Errors and Omissions/General Liability Insurance.*** The District will pay the premium amount for errors and omissions coverage and comprehensive general liability coverage for Superintendent while engaged in the performance of a governmental function and while Superintendent is acting within the scope of his authority.

- A. The aggregate policy limits for errors and omissions coverage shall be not less than \$1,000,000 inclusive of defense costs, charges, and expenses.
- B. The aggregate policy limits for comprehensive general liability insurance shall not be less than \$1,000,000.
- C. Superintendent shall have the right to access copies of insurance policies, documents, claim forms, and related documents.
- D. The terms of the above insurance policies shall control as to Superintendent's defense and indemnity. The Board's sole obligation is limited to the payment of premium amounts for the above coverage. If that coverage cannot be purchased in the above amounts and/or reasonable premium rates, the Board has the right to discontinue that coverage and shall notify Superintendent. In that event, the Board will, on a case-by-case basis, consider providing legal defense and/or indemnification to Superintendent as authorized by MCL 691.1408 and MCL 380.601a(1)(d).

12. ***Reimbursed Expenses.*** The District shall reimburse Superintendent for all actual, necessary, and reasonable expenses incurred from the performance of his administrative duties, including travel, meals, and lodging in accordance with the District's per diem expense and reimbursement procedures. Reimbursement will be made upon approval of the Treasurer or the Board after Superintendent's submission of receipts and related expenditure reports. No District funds will be used for reimbursement of alcoholic beverages. Common carrier transportation reimbursement will be at the coach class rate.

13. ***Mileage Reimbursement.*** The District shall reimburse Superintendent at the applicable IRS rate per mile for use of his personal vehicle for school business trips outside the boundaries of the Ingham Intermediate School District. Mileage reimbursement reports must be submitted monthly to the Business Office.

14. **Professional Dues.** The District shall pay Superintendent's dues for membership in the American Association of School Administrators (AASA), the Michigan Association of School Administrators (MASA), and the MASA region in which the District is located. Upon appropriate notice to and approval of the Board, the District will also pay up to Two Thousand Dollars (\$2,000) the reasonable dues and fees necessary to support Superintendent's membership in other national, state, and local educational and civic organizations as deemed appropriate by the parties for the Superintendent's role as an educational leader of the District.

15. **Professional Growth.** To encourage and foster continued professional growth, Superintendent may attend appropriate professional meetings, conferences, or workshops at the local and state levels, as well as training related to professional development and certification. The District shall pay Superintendent's reasonable expenses related to that attendance including registration fees, tuition, travel, lodging, and meal expenses for himself in accordance with Board policy. The District shall budget professional growth costs for at least the MASA Fall and Mid-Winter Conferences. Superintendent may attend appropriate professional meetings at the national level, the expenses of which will be paid by the District only with prior approval from the Board President.

16. **Tuition Reimbursement.** The Board shall reimburse Superintendent for his incurred tuition expenses for the successful completion of up to two (2) graduate-level courses per Contract year. Those courses must be related to Superintendent's responsibilities at the District.

17. **Sick Leave.** Superintendent shall receive ninety (90) paid sick leave days per Contract, pro-rated on actual time worked. Unused sick leave days do not carry over or accumulate. No payment for unused sick leave days will be made upon the Superintendent's separation of employment with the District.

- A. Sick leave days are limited to use for Superintendent's personal illness or injury to attend to the needs of a sick or injured member of Superintendent's immediate family, define as spouse, child, parent, parent-in-law, sibling, or sibling-in-law.
- B. If Superintendent is not able to perform the essential functions of his job due to mental and/or physical inability for an extended time period, the provisions of paragraph 19 (Disability Leave) will apply.

18. **Personal Business Leave.** Superintendent shall receive two (2) paid days per Contract year to conduct personal business which cannot otherwise be conducted during the regular business day. These days do not accumulate from year to year and are not subject to payout.

19. **Medical Examination.** Superintendent shall 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 Contract. Additionally, upon request of the Board, Superintendent shall authorize the release of medical information necessary to determine if Superintendent can perform the essential job functions required by his assignment, with or without reasonable job accommodation(s). Any physical or mental examination or disclosure of such information required of Superintendent by the Board shall be job-related and consistent with business necessity. Any medical or psychological examination under this section shall be at Board expense. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.

20. **Disability Leave.** In the event of Superintendent's mental and/or physical inability to perform the essential functions of his job, Superintendent shall be granted an initial leave of ninety (90) workdays for purpose of recovery. Superintendent shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the ninety (90) workday period to be unpaid. Health plan premium payments shall be made on behalf of Superintendent during this interval to the extent required by law. Upon using leave under this provision, Superintendent shall furnish medical certification to the Board (or its designee) for the leave's necessity.

- A. At the expiration of the initial leave, Superintendent may request an additional ninety (90) workday unpaid leave extension due to the mental and/or physical inability to perform the essential functions of his job, provided that the Board receives a written prognosis and medical certification from Superintendent's health care provider that Superintendent will be able to perform the essential functions of his job at the end of the extended leave. The decision about the extended leave request is at the Board's sole discretion.
- B. If the Board (or designee) has reason to doubt the validity of the medical certification supplied by Superintendent, the Board may require a second opinion, at Board expense.
- C. If Superintendent is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any extension), his employment and this Contract may be terminated at the Board's option. No such termination shall occur when restoration after leave is required by the Family and Medical Leave Act.
- D. Before resumption of duty after an unpaid leave of absence for a serious health condition, Superintendent shall provide to the Board a fitness for duty certification from Superintendent's health care provider. A second opinion may be required by the Board, at its expense, unless the securing of the second opinion in this context is precluded by the Family and Medical Leave Act.

21. **Vacation.** Superintendent's employment is based on fifty-two (52) weeks of work per Contract year (July 1 through June 30) as scheduled by the Board. Superintendent shall be granted paid vacation time of thirty (30) days per Contract year, exclusive of the holidays listed below.

- A. Superintendent shall schedule use of vacation days in a manner to minimize interference with the District's orderly operation.
- B. Superintendent shall provide advance notice to the Board President of vacation or other planned absences of more than three (3) consecutive business days or when Superintendent anticipates being absent from a Board meeting.
- C. Vacation days must be used with the Contract year for which they are made available. Superintendent shall not receive additional compensation for unused vacation days with the Board's approval.
- D. Superintendent's total accumulated vacation days are based on all employment with the District.
- E. Unused vacation days may accumulate beyond the Contract year, but shall not

exceed fifteen (15) days.

- F. Upon Superintendent's voluntary employment separation from the District, Superintendent shall be paid for any unused vacation days at his then-current per diem rate.

22. **Holidays.** Consistent with the District's calendar, Superintendent is entitled to the following paid holidays for which no service to the District is required: Independence Day, Labor Day, the Friday before Labor Day (unless school is in session), Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve, New Year's Day, Dr. Martin Luther King, Jr. Day, President's Day (unless school is in session) and Memorial Day. If Independence Day, Christmas Day, or New Year's Day are on a Saturday or Sunday, the following Monday is recognized as the holiday unless school is in session on that Monday, in which case the Friday before the named holiday will be recognized as the holiday.

23. **Service Payment.** Upon retirement from the Okemos Public Schools, the Superintendent shall receive a payment totaling One Hundred Dollars (\$100) per service year to the District for up to twenty (20) years. For service years beyond twenty (20), the Superintendent shall receive One Hundred Fifty Dollars (\$150). For purposes of this paragraph, the term "retirement" means separation of all employment with the District and becoming an annuitant of the Michigan Public Schools Employment Retirement System or Social Security or both.

### Conditions

24. **No Tenure in Position.** This Contract does not grant Superintendent continuing tenure in the administrative position initially assigned or to which he may be assigned or transferred or in any capacity other than that of a classroom teacher, should the probationary period required for tenure as a teacher be fulfilled, by virtue of this Contract or any employment assignment (requiring certification) with the District. The Board's decision not to continue or renew Superintendent's employment for any subsequent period in any capacity, other than as a classroom teacher, as may be required by the Michigan Teachers' Tenure Act, shall not be a breach of this Contract or a discharge or demotion under the Michigan Teachers' Tenure Act.

25. **Performance Evaluation.** Superintendent's performance shall be evaluated by the Board at least annually and by December 1<sup>st</sup>. The evaluation process shall comply with Revised School Code Section 1249b (or its successor provision), and Board Policy. Superintendent shall notify the Board by September 1<sup>st</sup> of the need to complete the pending evaluation by the contractual deadline.

26. **Resignation.** Superintendent shall provide at least ninety (90) days' written notice to the Board of his intent to resign and terminate this Contract.

27. **Nonrenewal.** As required by Revised School Code Section 1229(1), the Board shall provide notice of nonrenewal to the Superintendent at least ninety (90) days before the Contract's expiration. The Board's decision not to continue or renew Superintendent's employment for any subsequent period in any capacity (other than as a classroom teacher as may be required by the Michigan Teachers' Tenure Act) is not a breach of this Contract or a discharge or demotion under the Michigan Teachers' Tenure Act.



28. **Termination.** The Board may terminate Superintendent's employment at any time during the term of this Contract when it determines that the Superintendent has engaged in any act of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetence, or any material breach of this Contract, or for a reason that is not arbitrary or capricious.

- A. If the Board undertakes to dismiss Superintendent during the term of this Contract, the Board shall provide Superintendent with written notice of the charges and an opportunity for a hearing before the Board.
- B. Superintendent may be represented by legal counsel at the Board hearing, but at his expense. All fees relating to Superintendent's legal counsel are Superintendent's sole responsibility.
- C. If Superintendent's employment is terminated during the term of this Contract, this Contract shall automatically terminate, and the Board shall have no further obligation.
- D. The foregoing standards for termination of this Contract during its term do not apply to non-renewal of this Contract at the expiration of its term, which decision is discretionary with the Board.

29. **Arbitration.** If an unreconciled dispute relating to any Contract provision arises during the term of this Contract, the parties agree to submit that dispute to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes administered by, the American Arbitration Association (AAA), except as expressly stated below. This arbitration shall also comply with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.

- A. The parties intend that this dispute resolution process include all contractual, statutory, and contractual claims advanced by Superintendent arising from his termination during the term of this Contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. Accordingly, Superintendent waives the right to adjudicate those claims in a judicial forum and instead opts to arbitrate those claims.
- B. Notwithstanding the fact that the AAA National Rules for the Resolution of Employment Disputes may have a different arrangement for payment of the arbitrator's fee and AAA costs, the parties expressly state their intent that the arbitrator's fees and costs imposed through the American Arbitration Association shall be shared equally by the Board and Superintendent.
- C. Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within ninety (90) days of the effective date of Superintendent's termination or after the party filing for arbitration knows or should have known of the alleged Contract breach.
- D. Michigan law shall govern the interpretation of this Contract.

- E. The sole and exclusive remedy shall be monetary damages for any alleged Contract breach. No equitable relief of any kind, including reinstatement, may be issued for Contract breach.
- F. The scope of the arbitrator's authority is limited exclusively to whether a Contract breach occurred and, if so, the measure of monetary damages, which shall not be greater than the value of the salary and benefits remaining at the time of the alleged breach.
- G. The arbitrator's Decision and Award shall be final and binding, and judgment thereon may be entered in the Ingham County Circuit Court.

30. **Limitations.** Superintendent agrees that any claim or suit arising from Superintendent's employment with the Board must be filed no more than six (6) months after the date of the action that is the subject of the claim or suit. Superintendent understands that the statute of limitations for claims arising from any such action may be longer than six (6) months but agrees to be bound by this Contract's six (6) month period of limitation and waives any statute of limitations to the contrary. Should a court of competent jurisdiction determine that this provision allows an unreasonably short period of time to commence a lawsuit, it is the parties' intent that the court enforce this provision to the extent possible and declare the lawsuit barred unless it was brought within the minimum reasonable time within which the suit should have commenced.

31. **Entire Agreement.** This Contract contains the entire agreement and understanding between the Board and Superintendent as to Superintendent's employment with the District. Any representation, promise, contract, or understanding, written or oral, not in this Contract, have no effect.

- A. Any prior agreement (written or oral) about the terms of this Contract is cancelled and superseded by this Contract.
- B. No change or modification of this Contract is valid or binding unless it is in writing, approved by official action of the Board as reflected in its minutes, and signed by Superintendent and the Board President and Board Secretary.

C. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provision of this Contract.

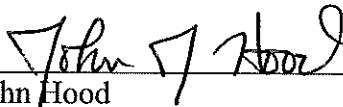
32. **Severability.** If any provision of this Contract becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Contract shall continue in full force and effect without that provision(s).

33. **Applicable Law.** This Contract shall be governed by and interpreted in accordance with Michigan law.

34. **Authorization.** This Contract is executed on behalf of the Okemos Public Schools Board of Education pursuant to the authority contained in the Board motion adopted on December 18, 2023, the same being incorporated by reference.

**Superintendent**

Date: December 19, 2023

  
\_\_\_\_\_  
John Hood

**Okemos Board of Education**

Date: December 21, 2023

  
\_\_\_\_\_  
Mary Gebara, Board President

Date: December 22, 2023

  
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Jayme Taylor, Board Secretary