

**NEW BUFFALO AREA SCHOOLS**  
**Superintendent's Contract of Employment**

THIS AGREEMENT, entered into this 18<sup>th</sup> day of June, 2012, by and between the Board of Education of the New Buffalo Area Schools, County of Berrien, State of Michigan, (hereinafter called the "Board"), and Mark Westerburg, (hereinafter called the "Superintendent"):

WITNESSETH;

1. Contract Period --

The Board agrees to employ the Superintendent as Superintendent of Schools for the term of one (1) year, from July 1, 2012, to and including June 30, 2013. Notification of non-renewal of this contract shall be given in writing at least ninety (90) days before the contract termination date or this contract is renewed for an additional one- (1) year period. The Board specifically reserves the right to not renew this contract or any extension of the contract regardless of cause or reason.

A. EXTENSION. The Board, no later than the 30<sup>th</sup> of June each year during the term of this contract, may extend the contract for an additional 1-year period. The Board in its sole discretion and with or without cause may decline to extend this contract for an additional year. If the Board does not officially extend this contract, the contract will continue to expire on the expiration date specified above.

B. EVALUATION. Annually, but no later than the March 15<sup>th</sup> of each year during the term of this contract, the Board shall review with the Superintendent his performance as Superintendent. The Superintendent shall remind the Board of this responsibility in a timely manner.

2. Duties --

A. The Superintendent agrees to perform the duties of Superintendent in a competent and professional manner in accordance with the established policies and regulations of the Board, the Superintendent's job description, and the laws of the State of Michigan.

The Superintendent shall serve as chief executive officer and chief administrative officer of the Board. He shall be entitled to:

1. Present his recommendations to the Board on any subject under consideration by said Board,
2. Attend each meeting of the Board, and
3. Serve as an ex-officio member of each committee established by the Board.

B. The Superintendent shall organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs in a manner in which, in his judgment, best serves the District. The responsibility for selection, placement, and transfer of personnel shall be vested in the law or policy. The Superintendent shall also attend all negotiation meetings with employees and shall keep the Board informed of the progress of such negotiation meetings.

3. Compensation --

- A. Salary: The Board shall pay the Superintendent for fiscal year 2012-2013, an amount not less than \$121,054.00 per year. The salary shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified employees.

The potential to earn Merit Pay will be based on the Superintendent's year- end evaluation.

Longevity Payment -For each year of satisfactory service the following sum will be added to the base salary:

1-5 years	\$150 per year
6-10 years	\$250 per year
11+ years	\$300 per year

The Board shall provide a monthly car allowance of \$600 for the use of his auto in the performance of official duties during the life of this contract. In addition, the Board shall reimburse the Superintendent per mile for all out of County miles traveled when using his personal automobile in the performance of his official duties at the current IRS rate.

The Board shall contribute a 7% bi-annual (January and June) amount based on above compensation as a non-elective employer contribution to a 403 B account selected by the Superintendent.

The Superintendent shall receive 12 days of sick leave per year. Unused sick leave days shall be allowed to accumulate to a maximum of 150 days. Upon termination from the district, the individual shall be compensated at the rate of 50% per diem rate for all accumulated days into a non-elective employer contribution to a 403 B account selected by the Superintendent

The Board and Superintendent may mutually agree to adjust the salary and benefits of the Superintendent during the term of this contract. Pay will not be retroactive if adjustments are made.

The potential to earn Merit Pay will be based on the administrator's year- end evaluation.

- B. The Board shall reimburse the Superintendent for his expenses at educationally related conferences, workshops, and seminars and for appropriate professional organizations and associations.

4. Vacation and Other Benefits –

- A. The Superintendent shall receive five (5) weeks of vacation annually, exclusive of legal holidays. Unused vacation credit from the prior year, up to 5 days can be used in July of the following school year.
- B. The Superintendent and his family shall be fully covered by family health, hospitalization, dental, and vision, or other equivalent insurance with the full cost, less \$345.00 per month, of said coverage to be assumed by the School District.
- C. The Superintendent shall be provided with a long-term disability insurance policy pursuant to terms and conditions of a policy selected by the Board.

D. The Board shall reimburse the Superintendent for all other reasonable expenses incurred by the Superintendent in the performance of his duties.

5. Medical Examination --

A. The Superintendent does hereby agree to have a comprehensive medical examination each year by a physician: and further, that a statement certifying to the physical competency of the Superintendent shall be filed with the Secretary of the Board of Education by the medical doctor following said examination and treated as confidential information by the Board -- the cost of said physical examination, over and above insurance coverage, to be borne by the School District.

B. Should the Superintendent be unable to perform any or all of his duties by accident or other cause beyond his control for a period of ninety (90) consecutive days, the Board may, at its option, terminate this Agreement whereupon the respective duties, rights, and obligations hereof shall terminate.

C. This Agreement shall be automatically terminated in the event of the death of the Superintendent.

6. Goals and Objectives --

The Board may establish Superintendent goals and objectives for each school year. Said goals and objectives shall be reduced to writing and shall be among criteria by which the Superintendent is evaluated.

7. Residency --

The Superintendent agrees to establish and maintain his family residence no further than twenty (20) miles from the boundary line of the school district not later than June 30, 2011. The Board shall have the right to immediately terminate this agreement and its obligations hereunder in the event the Superintendent fails to satisfy the aforementioned residency requirements, it being understood that satisfaction of these residency requirements is a condition of employment.

8. Discharge --

The Superintendent shall be subject to discharge for just cause during the term of this Agreement. 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 five (5) days notice in writing. At such hearing, he may have legal counsel at his own expense.

9. Professional Qualifications --

The Superintendent will supply, when requested by the Board, the documents that establish that the Superintendent qualifies under the laws of the State of Michigan to act as a Superintendent of Schools. He may be removed, without recourse, in the event said qualification and requirements are not maintained.

10. Tenure Status --

The Superintendent acknowledges that in accepting said appointment, there shall be no granting of tenure in said position.

IN WITNESS WHEREOF;

The members of the New Buffalo Area Schools Board of Education and the said Superintendent have hereunto subscribed their names the 18<sup>th</sup> day of June, 2012.

New Buffalo Area Schools  
Board of Education

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Superintendent

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President

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Secretary

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HOURLY RATE \$58.19

PER DIEM \$465.59

BI-WEEKLY PAY \$4,655.92

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2012-2013 TOTAL COST OF EMPLOYMENT

WAGE	\$121,054
FICA	9,261
MPSERS	32,249
MESSA	16,559
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	\$179,122