

**SUPERINTENDENT'S CONTRACT  
LUDINGTON AREA SCHOOLS**

**THIS AGREEMENT**, entered into this March 19, 2012, between the Board of Education of the Ludington Area School District, herein after called the "Board" and CALVIN T. DE KUIPER, hereinafter called the "Superintendent".

**WITNESSETH:**

**1. CONTRACT PERIOD**

The Board agrees to employ the Superintendent as Superintendent of its' schools for a term of four (4) years, commencing on the First (1<sup>st</sup>) day of July, 2012 and extending through the Thirtieth (30<sup>th</sup>) day of June, 2016.

**2. TENURE**

It is mutually agreed and understood that this contract does not confer tenure upon the Superintendent in the above described position or any other administrative position in the district.

**3. CERTIFICATION**

The Superintendent represents that he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Department of Education, and those required by the Board to serve in the position assigned. Additionally, the Superintendent agrees, as a condition of his continued employment, to meet all continuing education requirements for the position assigned, as are and may be required by law and/or by the State Board of Education.

**4. DUTIES**

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 of Education, 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:

- (a) Present his recommendations to the Board on any subject under consideration by said Board;
- (b) Attend each meeting of the Board;
- (c) Direct and assign teachers and other employees of the schools under his supervision;
- (d) In general, perform all duties incidental to the office of Superintendent and such other duties as may be prescribed by the Board from time to time;
- (e) Serve as an ex-officio member of each committee established by the Board.

The Superintendent shall have complete freedom to organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, which in his judgment best serves the District. The responsibility for selection, placement, and transfer of personnel shall be vested in the Superintendent subject to appeal approval by the Board. The Board, individually and collectively, shall refer promptly all criticism, complaints, and suggestions called to its attention to the Superintendent for study and recommendation.

**5. COMPENSATION**

The Board agrees to pay the Superintendent for his services the salary of Ninety-four Thousand Seven Hundred Sixty Dollars (\$94,760) for the school fiscal year July 1, 2012 to and including June 30, 2013, payable in bi-weekly installments. This salary may be increased by the Board, but not reduced during the life of the contract.

## **6. OTHER COMPENSATION**

- (a) The Superintendent shall annually receive a tax deferred annuity in the amount of Eleven Thousand Five Hundred Dollars (\$11,500) in a fund or funds of the Superintendent's choice.
- (b) The Superintendent shall annually receive an amount of One Thousand Two Hundred Dollars (\$1,200) in lieu of car allowance.

## **7. FRINGE BENEFITS**

The Superintendent shall be granted fringe benefits equal to or greater than the Board grants to its Class I and Class II Administrative Staff, a copy of which is attached. (Reference: *Administrative Fringe Benefits\**)

\*At the time of retirement, Items 1-6 *Administrative Fringe Benefits* will extend through the summer months to September 1, due to conversion from a September 1, Administrative Contract to a July 1, Administrative Contract.

- (a) The Superintendent shall be entitled to twenty (20) days vacation annually. All days shall be mutually agreed upon between the parties. In addition to the twenty (20) days annual vacation allowance, the Superintendent shall be granted as vacation the number of days scheduled in the school academic calendar during Christmas Holiday break and Spring Break, as well as the normal ten (10) paid holidays scheduled for other 12-month staff members. Maximum accumulation for unused vacation shall be two (2) years allocation. The Superintendent may be paid, on a per diem basis, for up to ten (10) unused vacation days, annually.
- (b) The Board shall reimburse the Superintendent for all other reasonable expenses incurred by the Superintendent in the performance of his duties. Said expenses shall be presented to the Board Personnel Committee for approval.
- (c) All local, state, and national professional organization dues for the Superintendent will be paid by the Board.
- (d) The Board of Education supports lifelong education and agrees to pay the costs for tuition, materials, and fees, for the Superintendent for post-Master's Degree continuing education coursework that is prior approved by the Personnel Committee of the Board of Education.
- (e) By receiving his annuity (stipulated under 6. *Other Compensation*), it is understood that the Superintendent will be responsible for the payment of his own whole life insurance premiums.

## **8. PROFESSIONAL MEETINGS**

The Superintendent shall attend appropriate professional meetings at the local, state, and national levels and shall be reimbursed for his expenses in connection there with, and for any other reasonable out-of-pocket expenses incurred on behalf of the Board in accordance with the policies of the District.

## **9. MEDICAL EXAMINATION**

The Superintendent agrees to have a comprehensive medical examination on a biennial basis. A statement certifying to the physical competency of the Superintendent shall be submitted to the President of the Board of Education and shall be treated as confidential information. The cost of said physical examination over and above that paid for by his health insurance policy shall be reimbursed by the Board.

## **10. OTHER PROVISIONS**

When the Superintendent is on vacation, leave, or away from the district performing official duties, he shall have the authority to appoint another district administrator to act in his behalf while he is away.

**11. EVALUATION**

On or before February 28th, of each year, the Board and Superintendent shall meet for the purpose of mutual evaluation of the performance of the Superintendent and for expressing recommendations and observations on how such performance may be continually improved. The time and date of the meeting shall be agreed to by the parties sufficiently in advance of the meeting to permit adequate preparation for a constructive exchange of views.

**12. CONTRACT RENEWAL AND/OR EARLY TERMINATION**

The Board shall be entitled to terminate the Superintendent's employment at any time during the term of this Contract for acts of moral turpitude and other actions or inactions, subject to just cause. In the event the Board undertakes to dismiss the Superintendent during the term of this contract, he shall be entitled to written notice of charges and an opportunity for a hearing before the Board. In the event of termination of employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

The foregoing standards for termination of this Contract during its term shall not be applicable to non-renewal or non-extension of this Contract, which decision is discretionary with the Board of Education, and may be extended either by option of the Board of Education or by operation of law, as follows:

- (a) Board Option. The Board of Education, no later than the 31st day of March 2012, and each 31<sup>st</sup> day of March of each subsequent year during the term of this contract, may extend the contract for an additional one-year period. In exercising this option, the Board of Education shall also establish the annual salary to be paid to the Superintendent for the school year included in the extension. All other terms and conditions of this contract shall remain unchanged.
- (b) Operation of Law. Unless the Board of Education gives written notice of non-renewal or termination of this contract to the Superintendent at least ninety (90) days before the contract's termination date, this contract will, without further action, be automatically renewed for an additional one-year period. The Superintendent shall advise the Board of Education of this obligation during the month of January in each year of the contract.

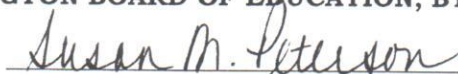
Should the Superintendent otherwise determine to resign his position with the District prior to the expiration of this Contract, the Superintendent shall give notice of resignation to the District at least ninety (90) days prior to the Superintendent's last working day for the District.


This contract may be opened if changes occur to the School Code having to do with merit pay or job compliance and dictated by revised Michigan Law.

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

**SUPERINTENDENT:** 

**LUDINGTON BOARD OF EDUCATION, BY ITS OFFICERS:**

 President

 Secretary