

OFFICIAL CONTRACT

**BOARD OF EDUCATION
MUSKEGON AREA INTERMEDIATE SCHOOL DISTRICT**

THIS CONTRACT, made this 16th day of May, 2011 between the BOARD OF EDUCATION of the Muskegon Area Intermediate School District (hereinafter called "District") and David Sipka (hereinafter called "Superintendent").

IT IS AGREED:

The District hereby employs David Sipka as Superintendent of the MUSKEGON AREA INTERMEDIATE SCHOOL DISTRICT beginning July 1, 2011, and ending June 30, 2014. The Board shall review this contract with the Superintendent annually and shall, on or before March 30, of each year, take official action whether or not to authorize a new three-year contract and notify the superintendent of its action, in writing. The duties of the Superintendent shall be to place in operation the policies of the Board of Education of the MUSKEGON AREA INTERMEDIATE SCHOOL DISTRICT, recommend for employment and direct the activities of all staff members of the Board of Education, and carry out such other duties and responsibilities as shall be established from time to time by the Board of Education. Sick leave, vacation leave and personal leave shall be granted in total beginning July 1, 2011. Specific details are attached in Addendum #1.

Such employment shall be for a period of 52 weeks per school year, including a vacation with pay of 25 days, with total compensation at an annual salary of \$139,000 and \$31,000 to be used for an annuity as elected by the Superintendent. Such salary and annuity shall be paid in accordance with the District's policies and procedures and shall also include such other benefits as are currently authorized for executive administrators by the District. The District may deduct from the salary of the Superintendent such amounts as are required by local, state and national laws along with such other amounts as are not earned because of absence from service. In lieu of a car, the District shall provide a stipend of \$600 per month. The annual compensation for the second and third years of this contract shall be agreed to by the District and the Superintendent.

The Superintendent agrees to devote full time to this position and to faithfully and properly perform the duties of this position, and to enforce and comply with all rules and regulations of the District. The Superintendent shall be subject to discharge for good and just cause only, and the Board shall not arbitrarily and capriciously dismiss him. 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 10 days notice in writing. Said hearing shall be in public or private at the option of the Superintendent. At such hearing he may have legal counsel at his own expense. Just cause includes but is not limited to violation of a consistently applied rule or policy of the District and/or unsatisfactory work performance as measured against the Superintendent's duties and responsibilities. The Superintendent attests that he has never been convicted of a crime involving act(s) of moral turpitude. He understands that conviction of a crime of moral turpitude, dishonesty, theft, unethical or unlawful conduct, or conduct which in the judgment of the Board of Education impairs the reputation of the District, shall constitute good and just cause for dismissal.

It is expressly understood that the Superintendent shall not be deemed to be granted continuing tenure in such capacity by virtue of this contract of employment, and further that Superintendent warrants that he is and will remain fully qualified for the position as required by law. In compliance

with changing qualifications, costs for graduate credits obtained by the Superintendent shall be paid by the District.

This Agreement may be terminated by mutual agreement at any time and shall terminate on June 30, 2014, unless modified or extended for an additional term by mutual agreement and upon proper statutory notice.

IN WITNESS WHEREOF, the parties have executed this Agreement the date first above mentioned.

BOARD OF EDUCATION OF THE MUSKEGON
AREA INTERMEDIATE SCHOOL DISTRICT

By:

Donna Tubelfon
Will. J. J. J.

David L. Sipka
David Sipka, Superintendent

**Addendum to Superintendent Contract
Benefit Summary**

PAID LEAVE DAYS

Sick Leave

One day per month

Unused days can accumulate with no limit

The Superintendent shall receive a bank of 25 sick days upon his date of employment. Once sick days have accrued beyond the 25 days, the sick bank total will then increase.

Vacation Days

25 days

Holidays

New Year's Day

Martin Luther King, Jr. Day

Memorial Day

Fourth of July

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve

Christmas Day

2 Floating Holidays

Personal Leave

Three days

Unused days are transferred to accumulated sick leave at end of the fiscal year

INSURANCE

Life Insurance

2 times annual salary

Family Medical

MESSA Choices II

Dental

Delta Dental 80/80/80, \$1,300

Vision

VSP2

RETIREMENT

MAISD contributes to MPSERS based upon a percentage of gross salary.

COMPENSATION FOR UNUSED SICK DAYS

\$150 per day for up to 65 days of earned but unused leave, plus 1/5 of the days over 65 up to a total of 100 compensated days.