

**LUDINGTON AREA SCHOOLS
SUPERINTENDENT'S CONTRACT**

THIS AGREEMENT, entered into this 24th day of June 2019, between the Board of Education of the Ludington Area School District, hereinafter called the "Board" and Jason Kennedy, hereinafter called the "Superintendent".

WITNESSETH:

1. CONTRACT TERM

The Board agrees to employ the Superintendent as Superintendent of its' schools for a term of three (3) years, commencing on the First (1st) day of July, 2019, and extending through the Thirtieth (30th) day of June, 2022, subject to extension and termination as provided in paragraphs 11 and 12. Where the terms "year", and "annual" or "annually" are used in this contract, they refer to a period commencing on July 1, and ending the following June 30.

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 One Hundred Twenty-Four Thousand Eight Hundred Forty-Eight Dollars (\$124,848.00) for the school fiscal year July 1, 2019, to and including June 30, 2020, payable in bi-weekly installments. This salary may be increased by the Board, but not reduced during the life of the contract.

The Superintendent shall annually receive a tax-deferred annuity or cash in lieu of the annuity in the net amount of ten percent (10%) of his salary in a fund or funds of the Superintendent's choice.

6. 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**)

- a) The Superintendent shall be entitled to twenty-five (25) days of paid vacation annually and ten (10) paid holidays, (Independence Day, Labor Day, Thanksgiving Day and day following, day before Christmas, Christmas Day, New Year's Eve Day, New Year's Day, Good Friday, Memorial Day). Any unused vacation days from the prior year will be paid to the Superintendent on a 262-day-year per-diem basis.
- 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 Superintendent shall receive life insurance equal to triple the amount of salary.

7. MEDICAL EXAMINATION

The 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 is capable of performing the essential job functions required by his assignment, with or without 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.

8. ERRORS AND OMISSIONS INSURANCE

The District may provide errors and omissions liability insurance for the Superintendent to cover the following indemnification agreement. The District agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings, brought against the Superintendent in his individual capacity, or in his

official capacity as an agent and employee of the District, provided the incident arose while the Superintendent was acting within the scope of his employment and in accordance with the applicable laws and the Board's policies, but excluding criminal proceedings and any related legal fees, court costs, fines, other costs or penalties. The monetary limit of the District's obligation under this indemnification agreement shall not exceed two million dollars (\$2,000,000.00) aggregate per year for all claims in the District. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

9. PROFESSIONAL GROWTH

The Superintendent shall attend appropriate professional meetings at the local, state, and national levels and shall be reimbursed for his expenses in connection therewith, and for any other reasonable out-of-pocket expenses incurred on behalf of the Board in accordance with the policies of the District. Attendance at national conferences must receive prior approval of the Board President. The Board will reimburse the Superintendent for course work and reasonable expenses related to successful completion of academic university courses. Courses must receive the prior approval of the Board President. Tuition reimbursement is limited to in-state tuition rates.

10. COMMUNICATION

The Superintendent shall possess a cell phone and provide the number to the Board. All costs related to the cell phone shall be at the expense of the Superintendent.

11. EVALUATION

Annually, no later than June 30, of each year of this contract, the Board shall review with the Superintendent his job performance and job accomplishments in an assessment that incorporates a rigorous, transparent and fair evaluation that includes, in part, data on student growth as measured by assessments and other objective criteria in accordance with the Board's evaluation policy. Periodic evaluations may also be utilized.

12. CONTRACT EXTENSION AND NONRENEWAL

The Board, no later than March 31 of each year during the term of this contract, will consider extension of the contract for an additional one-year period. Any such extension will require an affirmative vote of the Board at an open meeting and shall be made in the Board's sole discretion. The Superintendent shall advise the Board of this obligation in January.

Unless the Board gives written notice of non-renewal of this contract to the Superintendent at least ninety (90) days before the contract termination date, this contract will, without further action, be automatically renewed for an additional one-year period as provided by Public Act 183 of 1979 (MCL 380.1229). The Superintendent shall advise the Board of this obligation in January.

13. TERMINATION

If at any time the Superintendent fails to maintain all certificates, credentials, continuing education requirements and qualifications for the position of superintendent of schools as required by this contract, the contract shall automatically terminate. The Superintendent may be discharged and this contract terminated if he is in breach of his obligations under this contract, including failure to uphold any board policy, bylaw, regulation or directive, or if he engages in conduct detrimental to the interests or welfare of the District. Prior to any mid-term termination of this agreement, the Board will provide at least ten (10) days prior

written notice of the reasons and an opportunity to address the Board before it votes on termination.

14. SEVERABILITY

If any provision of the Agreement is declared by a court of competent jurisdiction to be invalid, the remaining provisions of this contract shall remain in effect.

15. DISPUTE RESOLUTION

The parties agree to submit any dispute relating to this contract or arising from or related to his employment with the District, to binding arbitration. Either party may seek injunctive relief, as permitted by law, pending resolution of the underlying dispute by arbitration. This agreement to arbitrate includes all claims arising under state or federal constitutions, statutes or common law.


Selection of the arbitrator and the arbitration proceedings shall be conducted under the rules of, and administered by, the American Arbitration Association. The arbitrator shall have the right and authority to award any damages, attorney fees, or other relief that would be available to the Superintendent under the applicable statutes. The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the District and the Superintendent.

Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within one hundred and eighty (180) calendar days of the date the claim arose. The parties are entitled to have legal or other representation of their own designation, and each party shall be responsible for its own costs incurred in connection with such representation, except as ordered otherwise by the arbitrator in accordance with any statutory authority. The Decision and Award of the arbitrator shall be final and binding, and judgment thereon may be entered in the Circuit Court of Mason County, Michigan.

16. ENTIRE AGREEMENT

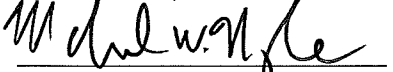
This is the entire agreement between the parties with respect to the employment of the Superintendent and shall be interpreted in accordance with the laws of the State of Michigan. This contract may be amended, revised, or extended, only by a written instrument duly adopted and executed by the parties. Time is of the essence in this contract.

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


Jason Kennedy, Superintendent

LUDINGTON BOARD OF EDUCATION, BY ITS OFFICERS:


Steve Carlson, Board President


Michael W. Nagle, Board Secretary

ADMINISTRATIVE FRINGE BENEFITS

CLASS I – DIRECTORS

Director of Business Services

CLASS II – BUILDING PRINCIPALS, ASSISTANT PRINCIPALS

HS Principal
Assistant Principals & Elementary Principals

CLASS III – SUPERVISORS

Child Nutrition Program
Transportation

CLASS IV/V – OTHER CENTRAL OFFICE SERVICES

Secretary to Board & Superintendent
Accounting & Data Management Specialist
Special Services Coordinator
Personnel Specialist
Technology Director

The following benefits shall be provided to administrative staff: *Note: (For those administrators converting from a September 1 teaching contract to a July 1 administrative contract, Items 1-6 will extend through the summer months to September 1 at the time of the administrator's retirement.)

- (1) Health insurance coverage for full family, single, or employee and dependent(s) – or an optional subsidy plan for those not electing health insurance protection, following the plans as established. The premium co-pays established in the LEA contract are applicable to the administrators' plan payments as well. This subsidy shall include an optional Pak B annuity to match the West Shore ESD Pak B annuity amount in cases where an employee's spouse is so employed with such option, retroactive to January 2008.
- (2) Dental insurance.
- (3) Vision insurance.
- (4) Term Life Insurance.
 - (a) Class I and Class II administrators shall receive insurance equal to double their contract amount, to a maximum of \$100,000, plus other PAK insurance coverage.
 - (b) Class III and Class IV/V personnel shall have their term life insurance increased by \$5,000 per year to a maximum of \$20,000, plus other PAK insurance coverage.
- (5) Dependent life insurance.
- (6) Long Term Disability (LTD) insurance.
- (7) Sick Leave & Leave Benefits
 - (a) Class I and Class II administrators receive sick leave and leave benefits equal to other certified staff.
 - (b) Class III and Class IV/V personnel shall be granted sick leave and leave benefits equal to the schedule set forth in the LESPA contract.
- (8) Travel accident and liability insurance.
- (9) A comprehensive physical examination on a biennial basis for Class I and Class II administrators to be scheduled locally unless prior approval is granted by the Superintendent.
- (10) Mileage, at the district mileage rate, for principals who must supervise more than one building.
- (11) Retirement terminal pay for Class I and Class II administrators as follows:
\$30 per year for the first ten (10) years of service;
\$35 per year for the next ten (10) years of service;
\$45 per year for each year of service thereafter;
or: Retirement terminal pay at a minimum of the level negotiated with other professional staff.
- (12) Class III and Class IV/V personnel shall be reimbursed for accumulated sick leave according to the schedule set forth in the LESPA contract.
- (13) Vacation
 - (a) Class III & Class IV/V Personnel: Vacation benefits according to the same schedule as set forth in the LESPA contract.

(Rev. 2016)

