

Kalkaska Public Schools
CONTRACT OF EMPLOYMENT
Superintendent of Schools – 52 weeks per year

THIS AGREEMENT, entered into this Ninth day of January, 2012, between the Kalkaska Board of Education, hereinafter called the “Board” and Lee D. Sandy, as Superintendent of Schools, hereinafter called the “Administrator.”

WITNESSED:

A. TERM

The Board agrees to employ the Administrator as its Superintendent of Schools for the term of two years, commencing on July 1, 2012, to and including June 30, 2014. The Administrator shall be employed to work for a period of fifty-two (52) weeks each fiscal year.

B. QUALIFICATIONS

The Administrator represents that he holds all certificates and credentials required by law and by the District to accept this administrative position.

C. DUTIES

Administrator agrees to perform the duties of Superintendent of Schools in a competent and professional manner subject to the established policies and regulations of the Board of Education, the laws of the State of Michigan, and the appropriate Federal laws.

D. COMPENSATION

Administrator shall be paid at an annual salary rate of ninety thousand (\$90,000) per year for this contract. Said sums shall be in twenty-six (26) equal installments.

E. TENURE

It is mutually agreed and understood that this contract does not confer tenure upon the Administrator in the above-described position or any administrative position in the District.

F. EVALUATION

The Board shall conduct an annual evaluation of the Superintendent by May each year of the contract, using an evaluation instrument mutually agreed to by both parties.

G. BENEFITS

Employment benefits shall be enumerated in the attached Contract Addendum.

H. TERMINATION

This agreement may be terminated by the employee Administrator at any time: provided, however, that the employee gives the employer at least thirty (30) days prior written

notice of voluntary termination. Notice of voluntary termination shall be by certified mail, return receipt requested, or by registered mail, to the School Board President of the School District at the registered office of the District.

I. MISCELLANEOUS

1. This Agreement contains all of the terms and conditions of the contractual relationship between the parties, and no amendments or additions to this Agreement shall be binding unless they are in writing and signed by both parties.
2. This Agreement shall be binding upon the parties, their legal representatives, successors and assigns.
3. This Agreement abrogates and takes the place of all prior employment contracts and/or understandings that may have been made by the Employer.
4. The captions or headings of this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of this Agreement or any of its sections, nor do they in any way affect this Employment Agreement.
5. The Administrator shall comply with all reporting and recording requirements regarding compensation expenditures and benefits provided by the Employer under the U.S. Internal Revenue Code, as amended, and any of its rules and regulations.

J. NOTICES

Any notice required or permitted to be given under this Agreement shall be sufficient if it is in writing and if it is sent by registered or certified mail, return receipt requested, to the Administrator at his residence, or to the address that the Employer shall provide the Administrator.

K. GOVERNING LAW

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Michigan.

L. SEVERABILITY

The invalidity of all or any part of any sections, sub-sections or paragraphs of this Agreement shall not invalidate the remainder of this Agreement or the remainder of any paragraph or section not invalidated unless the eliminations of such subsections, sections or paragraphs shall substantially defeat the intents and purposes of the parties.

IN WITNESS THEREOF, the parties hereto have affixed their hands and seals, this Ninth day of January, 2012.

Date: _____

ADMINISTRATOR

KALKASKA PUBLIC SCHOOLS
BOARD OF EDUCATION

Date: _____

By _____
President

By _____
Secretary

KALKASKA PUBLIC SCHOOLS
ADMINISTRATIVE CONTRACT ADDENDUM
July 1, 2012 through June 30, 2014

Superintendent of Schools: 52 weeks/year

Sick Leave: Twelve (12) days per year cumulative to 60 days.

Personal Leave: Two (2) personal leave days shall be granted per year.

Insurance: - Vision Plan, Long Term Disability – Same providers as for at-will employees
- Term-Life Insurance (\$150,000)

Vacation: Thirty (30) days each contract year.

The Superintendent shall be paid on a per diem basis for unused accumulated vacation days and sick days at the end of this contract.

Holidays: Independence day, Labor Days (2), Thanksgiving Days (2), Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, and 2 floating days at Christmas Break, Good Friday 1/2 day, Trout Friday 1/2 day and Memorial Day.

Annuity: The Superintendent shall receive a tax-deferred annuity of \$15,000 per year.

Vehicle Allowance: The Superintendent shall receive a vehicle allowance of four hundred dollars (\$400) per month.

Professional Dues: The Board shall pay dues to professional organizations on behalf of the Superintendent.

Meetings/
Conferences: The Superintendent shall attend appropriate professional meetings at the local, state and national levels, and shall be reimbursed for this expense in connection therewith and for any other reasonable out-of-pocket expenses incurred on behalf of the Board.

DATE

ADMINISTRATOR

BOARD PRESIDENT