

CONTRACT OF EMPLOYMENT

Certified Administrator

The Board of Education (“Board”) of North Central Area Schools (“District”) and Travis Depuydt (“Administrator”), pursuant to Section 1229(2) of the Revised School Code of the State of Michigan, by Board action at a meeting held on the 22 day of May, 2024, employs Travis Depuydt as Superintendent/Elementary Principal for a five (5) year period commencing on July 1, 2024 and ending on June 30, 2029, according to the following:

1. Administrator shall perform the duties of Superintendent/Elementary Principal as prescribed by Board and as may be established and/or amended by Board, the Revised School Code, and under the supervision and direction of the Board President. Employee accepts the ultimate authority and direction of Board and Board President with respect to his responsibilities.
2. Administrator is subject to assignment and transfer to another position of employment at the discretion of Board. If Administrator is transferred or reassigned, his salary shall be adjusted to reflect the new position.
3. Administrator represents that he possesses and will maintain all certificates, credentials, and qualifications required by law, including the provisions of Sections 1246 and 1536 of the Revised School Code, including the regulations of the Michigan Department of Education, and those required by Board to serve in the position assigned. Administrator agrees, as a condition of his continued employment, to meet all continuing education requirements required by law, regulation or the Michigan Department of Education. If Administrator fails to maintain all certificates, credentials, continuing education requirements and/or qualifications required, this Contract shall automatically terminate and Board shall have no further obligations.
4. Administrator agrees to devote his talents, skills, efforts and abilities toward competently, professionally and proficiently fulfilling all duties and responsibilities of the position. Administrator agrees to faithfully perform duties assigned by Board and to comply with the directives of Board. Further, Administrator agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations, and by Board to carry out the educational programs and District policies. Further, Administrator agrees to devote substantially all of his business time, attention and services to the diligent, faithful and competent discharge of his duties on behalf of District to enhance the operation of District and agrees to use his best efforts to maintain and improve the quality of the programs and services of District. Administrator will not perform professional services outside his administrative duties, or perform work for any other employer or entity without the preapproval of Board.

5. **[COMPENSATION]** Administrator shall be paid at an annual salary rate of \$119,600 for the 2025-2026 school year and will follow the “Superintendent Salary Schedule” for the duration of the contract. The annual salary shall be paid in up to twenty-six (26) biweekly installments beginning with the commencement of the fiscal/contract year (July 1 through June 30). Biweekly payment shall not begin until Administrator begins work for the fiscal/contract year. This sum shall be prorated based upon actual time worked if Administrator does not work the full regularly scheduled work year.

a. Should Administrator be assigned or transferred to another position, the salary shall be as established by Board for that position. Upon separation or unpaid leave of absence of Administrator during any fiscal/contract year, his salary shall be adjusted to reflect payment, on a per diem basis, for the number of days on which services were actually and physically rendered during the contract year. Any amounts due Administrator upon separation or commencement of unpaid leave shall be remitted by Board to him as soon as such amounts can diligently be determined. Any salary amounts received by Employee in excess of days actually worked during the fiscal/contract year shall be deducted from Employee’s remaining wages and Administrator, by executing this Contract, gives his written consent for such deduction. Any wage overpayments not recoverable by Board through wage deduction shall be remitted to Board by Administrator within three (3) business days of separation from employment. If not paid in this manner, Administrator agrees that judgment may be entered against him in any Michigan court of competent jurisdiction for such amount(s).

b. Board retains the right to adjust the annual salary of Administrator during the second, third, fourth and/or fifth year of this Contract. Any such salary adjustment shall not reduce the annual salary below the minimum annual salary unless Administrator has been transferred or assigned a position at a lower salary rate. Any adjust in salary made during this Contract shall be in the form of a written amendment and when executed by Administrator and Board, shall become a part of this Contract.

c. The Board shall annually contribute 2% of the Administrator’s base salary towards a stipend that will be paid in two installments with one taking place on July 1st of each year and the other taking place on January 1st. If normal pay periods do not fall on those specific dates the payment will be made on the next pay period.

6. Administrator is employed on the basis of two-hundred sixty (260) workdays per fiscal year (July 1 through June 30), as scheduled by Board, and generally works forty (40) hours per week but is expected to work additional hours as required for his position. If Administrator fails to work a full contract/fiscal year, his salary will be subject to proration.

7. Administrator’s performance shall be evaluated by the Board annually using the MASB evaluation tool and presented to the Administrator no later than December 31st of each

calendar year. Each school year the Administrator will create a personal management plan and present it to the Board. The terms of this contract may be renewed for an additional year in conjunction with board approval at the January board meeting each year of the contract. If the Administrator receives a highly effective or effective evaluation for three years in a row, they may receive a biennial evaluation in alignment with state law.

8. Sick Leave. If the administrator is absent from duty on account of personal illness or disability (he) shall be allowed full pay for a total of twelve (12) days per contract year. Unused sick leave is to be credited to the Administrator's sick leave account until a maximum of two hundred (200) days is reached. Upon retirement, the administrator will be paid for unused accumulated sick days up to two hundred (200). Payment per day will be \$50.00. In order to qualify, the administrator must have at least 5 (5) years of service to the district. North Central Area School employees who are unable to perform because of personal illness or disability and who have exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to one (1) year at the Board's discretion. The employer shall continue to provide the following benefits up to one year: health (subject to PA 152 in regard to the employee's contribution for health insurance as other employees in regard to the statutory cap); dental, vision and life at the same levels as active employees for the duration of said leave for the employee and other eligible dependents as outlined in the insurance plan. The leave may be renewed each year upon a written request by the administrator, again at the Board's discretion; however, without any Board provided insurance benefits after the first year. In the event the employee qualifies for LTD and the health insurance cost is waived for twenty-four (24) months, the employer shall not be liable for the cost of health insurance during the time the employee is on LTD.

9. Personal Business Days. Administrator shall be entitled to three (3) personal business days per contract year for the purpose of conducting personal business and matters that cannot otherwise be accomplished outside of normal working hours. Unused personal days convert to sick days at the end of each contract year.

10. Administrator shall receive twenty (20) days of vacation for each year of this contract, accumulative to a maximum of 30 days. The Administrator shall not receive any additional compensation in lieu of use of vacation days without the express agreement of the Board. Administrator shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the District. All scheduling of vacation is subject to the approval of the Board of Education.

a. The above-mentioned Administrator shall be allowed to sell back up to five (5) days per year of unused vacation time for the duration of this contract to be paid out at the Administrator's per diem rate.

11. The Board is entitled to terminate the Superintendent's employment at any time for good and just cause during the term of the Contract. If Board acts to dismiss Administrator during this Contract, he shall be entitled to written notice of charges and an opportunity for a hearing before Board. Administrator may be represented by legal counsel, at his expense, at the Board hearing. If the contract is terminated prematurely, the Superintendent shall be paid their entire total compensation for the remaining days/years of the contract, up to a maximum of **one** year, unless the termination was for just cause

12. This Contract may be non-renewed pursuant to Section 1229(2) of the Revised School Code.

13. This Contract may be terminated or transferred during its term pursuant to a reduction in personnel, as determined by Board. Administrator shall be given at least fourteen (14) calendar days' notice of termination prior to the effective date of layoff or transfer. In the event of layoff, Board shall have no further obligation under this Contract.

14. Prior to resumption of duty after an unpaid leave of absence for a serious health condition, Administrator shall provide to Board a fitness for duty certification from Administrator's health care provider. A second opinion may be required by Board, at its expense, unless the securing of the second opinion in this context is precluded by the Family and Medical Leave Act.

15. Administrator shall be eligible for family medical leave per Board policy and the Family and Medical Leave Act. Applicable paid leave shall be concurrent with the Family and Medical Leave Act.

16. Administrator shall submit to such medical examinations, supply such information and execute such documents as may be required by any underwriter, policyholder or third-party Employee providing insurance programs specified under this Contract. Additionally, upon request of Board, Administrator shall authorize the release of medical information necessary to determine if Administrator is capable of performing the essential job functions required by his assignment, with or without job accommodation. Any physical or mental examination or disclosure of such information required of Administrator by Board shall be job related and consistent with business necessity. Any medical or psychological examination under this section shall be at Board's expense. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.

17. Administrator agrees that he shall not be deemed to be granted continuing tenure in the position of initially assigned or to which he may be assigned or transferred or in any capacity other than that of a classroom teacher, should the probationary period required for tenure as a teacher be fulfilled, by virtue of this Contract or any employment assignment (requiring certification) with the District. Nor shall the decision of Board not to continue or renew the employment of Administrator for any subsequent period in any capacity, other than as a classroom teacher, as may be required by the Teachers' Tenure Act, be deemed a breach of this Contract or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act. Administrator shall be deemed to have been granted continuing tenure as an active classroom teacher in accordance with the provisions of the Michigan Teacher Tenure Act.

18. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third-party administrator, Board shall make premium payments, up to the hard-capped amount, on behalf of Administrator and his eligible dependents for enrollment in the following insurance programs:

- a. Health Insurance: See Exhibit A pages 1 and 2 attached to this document.
- b. Dental insurance: See Exhibit A pages 1 and 2 attached to this document.
- c. Term life insurance: See Exhibit A pages 1 and 2 attached to this document. In addition, the Administrator shall be provided \$250,000 of term life insurance as provided by SET/SEG.
- d. Vision insurance: See Exhibit A pages 1 and 2 attached to this document.
- e. Long Term Disability insurance: See Exhibit A pages 1 and 2 attached to this document.

19. Administrator agrees that Board has the right to allocate to Administrator responsibility for a portion of the premium for the insurance coverages, as may be determined by the Board and in its discretion. This contribution shall not be less than the amount determined by Board to be necessary to comply with the Publicly Funded Health Insurance Contribution Act, 2011 PA 152. Board will notify Administrator of the insurance costs including taxes, assessments and copayments or which he is responsible in excess of Board paid premium contributions, subject to payroll deduction.

20. Board reserves the right to change the identity of the insurance carrier, policyholder or third-party administrator for any of the above coverages, as determined and maintained by Board during this Contract. Board reserves the right to self-fund any of the above benefits. Additionally, Board shall not be required to remit premiums for any insurance coverages for

Administrator and his/her eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder or third-party administrator. The terms of any contract or policy issued by any insurance company of third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. Administrator is responsible for assuring completion of all forms and documents needed to receive the insurance coverage. District, by payment of the premium payments required to provide insurance coverage, shall be relieved from all liability with respect to insurance benefits.

21. Administrator is entitled to the following holidays for which no service to District is required: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, November 15th (if offered to all employees of the district), Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve.

22. Administrator shall be eligible to be reimbursed for travel, meals and lodging in accordance with per diem expense and reimbursement procedures established by the Board. Any expenses to be incurred by Administrator for out-of-district travel shall be submitted in advance for review and approval by Board or its designee. Administrator shall be required to present an itemized account of reasonable and necessary expenses in accordance with direction of Board or its designee.

23. Subject to express approval by Board, the fees or dues for membership in MASA and MEMPSPA shall be paid by Board. Subject to prior approval by Board, Administrator may attend appropriate professional meetings at the local, state and national levels and shall be reimbursed for any registration fees, tuition, travel, lodging and/or reasonable meal expenses for himself in relation thereto not prepaid by Board.

24. Administrator agrees that any claim or suit arising out of Administrator's employment with Board must be filed no more than 180 days after the date of the employment action that is the subject of the claim or suit. Administrator understands that the statute of limitations for claims arising out of an employment action may be longer than 180 days, but agrees to be bound by the 180-day period of limitation set forth herein and waives any statute of limitations to the contrary. Should a court of competent jurisdiction determine that this provision allows an unreasonably short period of time to commence a lawsuit, it is the intent of the parties that the court enforce this provision to the extent possible and declare the lawsuit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.

25. This Contract contains the entire agreement and understanding between the Board and Administrator with respect to the employment of Administrator and no prior or concurrent representations, promises, contracts or understandings, written or oral, not contained herein shall be of any force or effect. All prior contracts or other agreements (written or oral) pertaining to the

terms of this Contract are cancelled and are superseded by the terms of this Contract. Provided, that this Contract is voidable pursuant to the provisions of the Revised Schools Code, pertaining to criminal records and criminal history checks. No amendment to or modification of this Contract shall be valid or binding unless it is in writing and signed by Administrator and Board. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provision of this Contract at such time or at any other time.

26. If any provision of this agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this agreement shall continue in full force and effect without said provisions; provided, however, that no such severability shall be effective if it materially changes the economic benefit of this agreement to any party.

27. This agreement is executed on behalf of the District pursuant to the authority granted under the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the day and year noted.

Date

Administrator

**BOARD OF EDUCATION OF
NORTH CENTRAL AREA SCHOOLS**

Date

Its: President

Date

Its: Secretary

Superintendent Salary Schedule

Year	STEP	MA	Ed.S.	Doctorate
24-25	1	\$110,000	\$113,500	\$115,000
25-26	2	\$114,400	\$118,040	\$119,600
26-27	3	\$118,976	\$122,762	\$124,384
27-28	4	\$123,735	\$127,672	\$129,359
28-29	5	\$128,684	\$132,779	\$134,534

*This salary schedule is subject to change as the result of yearly contract negotiations between the district superintendent and the board of education.