

Superintendent's Employment Contract Between

Travis Powell
and the Board of Education

of the Ironwood School District

This contract is entered into on the 1st day of July, 2018, between the Board of Education of the Ironwood School District, referred to as the "Board of Education," and Travis Powell as Superintendent, referred to as "Administrator," in this contract.

Because the Board of Education at a meeting held on the 23 day of May, 2018, approved the employment of the Administrator as Superintendent in accordance with the terms and conditions of this contract, and the Administrator desires to be employed by the Board of Education in accordance with the terms and conditions of this contract, the parties in consideration of the mutual promises contained in this contract, agree to the following:

1. **TERM.** This contract shall take effect on the 1st day of July, 2018, and continue in force through the 30th day of June, 2021, subject to extension and termination as provided in Paragraphs 4 and 11.

2. **DUTIES.** The Administrator represents that he/she possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the provisions of Sections 1246 and 1536 of the Revised School Code, the regulations of the Michigan Department of Education, and those required by the Board of Education to serve in the position assigned. The Administrator agrees, as a condition of his/her continued employment, to meet all certification and continuing education requirements for the position assigned, as are and may be required by law or by the Michigan Board of Education. If at any time the Administrator fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

The Administrator agrees to devote his/her talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. The Administrator agrees to faithfully perform those duties assigned by the Board of Education and to comply with the directives of the Board of Education with respect thereto. The Administrator further agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations, and by the Board of Education, to carry out the educational programs and policies of the School District during the entire term of this Contract. The Administrator agrees to devote substantially all of his/her business time, attention and services to the diligent, faithful and competent discharge of his/her duties on behalf of the School District to enhance the operation of the School District and agrees to use his/her best efforts to maintain and improve the quality of the programs and services of the School District.

3. **EVALUATION.** The Administrator's performance shall be evaluated by the Board of Education not less than annually using multiple rating categories that take into account data on student growth and performance as a significant factor as required by MCL 380.1249 and 380.1249b. The Board and the Administrator will meet to discuss and determine performance standards and district goals, prior to commencement of the evaluation process. Criteria upon which the Administrator shall be evaluated will be communicated to the Administrator by the Board of Education prior to the initiation of the evaluation process.

The parties can then negotiate on a time table concerning the development of the evaluation document, progress evaluations, and the final yearly evaluation. A provision may also be included setting a deadline for when the Administrator will learn that his/her contract will not be

renewed or whether there will be an offer to negotiate a new contract. As described in Section (4)(B) below, if the Administrator does not receive word regarding the status of his/her contract prior to 90 days before its scheduled termination, the contract is automatically extended pursuant to Michigan law.

4. **EXTENSION.** This contract 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 30th day of June of each 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 also shall establish the annual salary to be paid to the Administrator for the school year included in the extension. All other terms and conditions of this contract shall remain unchanged. The Board of Education in its sole discretion and with or without cause may decline to extend this contract for an additional year by: (1) voting to not extend the contract or (2) not taking action on extending the contract.
- B. **Operation of Law.** Unless the Board of Education gives written notice of non-renewal of this contract to the Administrator at least 90 days before the contract's 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. The Administrator annually shall advise the Board of Education of this obligation during the month of March.

5. **TENURE EXCLUSION.** This contract does not confer tenure upon the Administrator in the position of Superintendent or any other administrative position in the district.

6. **BASE COMPENSATION.** The Board of Education shall pay to the Administrator an annual salary of Ninety Thousand and 00/100 Dollars (\$90,000.00) for the school year 2018 to 2019, not less than Ninety-Two Thousand Five Hundred and 00/100 Dollars (\$92,500.00) dollars for the school year 2019 to 2020, and not less than Ninety-Five Thousand and 00/100 Dollars (\$95,000.00) dollars for the school year 2020 to 2021. The salary shall be paid in 26 equal installments. The Board of Education retains the right to adjust the salary during the continuation of this contract, but an adjustment shall not reduce the annual salary below the figures specified in this paragraph.

MERIT COMPENSATION. Consistent with Section 1250 of the Revised School Code, the Administrator's job performance and job accomplishments will be significant factors in determining any future adjustments to the Administrator's compensation.

7. **INSURANCE BENEFITS.** During the term of this contract, the Administrator shall receive the insurance benefits provided by the school district to full-time, professional administrative staff on the same basis as available to those staff members in accord with the Board of Education policy and subject to the following limitations: first, this paragraph excludes any insurance benefit specifically set forth in this contract; and second, such insurance benefits are subject to change at any time on the same basis as changed for full-time, professional administrative staff.

The Administrator will contribute an amount in compliance with PA 152 premium contributions as required by law per month, as a condition to enrolling and participating in the medical benefit plans referenced above. The Administrator authorizes payroll deduction for the above contribution amount.

8. **OTHER BENEFITS.** The administrator is entitled to the following specific benefits:

- A. **Professional Development.** Subject to approval by the Board President, the Administrator may attend appropriate professional meetings, conferences, or workshops at the local, state, and national levels, as well as training related to professional development and certification. The Board of Education will pay the Administrator's reasonable expenses up to \$1,500.00 related to that attendance, including registration

fees, travel, lodging, and meal expenses. There will also be an additional allowance of \$1,500.00 for tuition reimbursement.

- B. **Professional Dues.** The Board of Education will pay the Administrator's association dues for membership in the Michigan Association of School Administrators (MASA) and the MASA region in which the School District is located. The Board of Education will pay the Administrator's association dues for membership in the Association of Wisconsin School Administrators. The Board of Education will pay the costs of other memberships for the Administrator with the Board President's approval.
- C. **Term Life Insurance.** Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder, or third-party administrator, the Board of Education will make premium payments on behalf of the Administrator for term life insurance in the amount of \$22,500.00. The Administrator may apply all or a portion of the premium of the term life insurance policy towards a whole life insurance policy selected by the Administrator. The beneficiary of said policies shall be designated by the Administrator.
- D. **Accidental Death Term Life Insurance.** The Board of Education will provide an accidental death term life insurance policy valued at twice the Administrator's salary.
- E. **Errors and Omissions Insurance.** The Board of Education will pay the premium amount for errors and omissions insurance coverage for the Administrator while engaged in the performance of a governmental function and while the Administrator is acting within the scope of his or her authority. The policy limits for this coverage will be not less than \$3,000,000.00.
 - (1) The terms of the errors and omissions insurance policy will control the Administrator's defense and indemnity. The Board of Education's sole obligation will be limited to the payment of premium amounts for the above errors and omissions coverage.
 - (2) If such insurance coverage cannot be purchased in the above amount or at a reasonable premium rate, the Board of Education will promptly notify the Administrator of that fact and the parties will promptly meet and confer to reach a mutually agreeable solution to address that situation. In that event, the Board of Education will on a case-by-case basis consider providing legal defense or indemnification to the Administrator as authorized under MCL 691.1408 and MCL 380.11a(3)(d).
- F. **Paid Time Off (PTO).** The Administrator is employed on the basis of fifty-two weeks of work per contract year, as scheduled by the Board of Education. The Administrator will be granted 30 days of paid time off, in addition to the holidays recognized by the School District and listed below. The Administrator may carry over unused PTO days from year to year up to 15 days per year to a maximum of 180 days. Any Administrator employed ten (10) or more years in the Ironwood School District shall receive, upon termination of his/her services from said system, pay for unused PTO days according to the IEA contract, Article XV, Section I. The Administrator will schedule use of PTO days in a manner to minimize interference with the District's business and orderly operation. The Administrator will notify the Board President of his or her PTO use.
- G. **Holidays.** Consistent with the School District's calendar, the Administrator is entitled to the following holidays for which no service to the School District is required: Labor Day, Thanksgiving and the day after Thanksgiving, Christmas Eve Day and Christmas (or the two days surrounding December 24 and 25 if they fall on a non-work day), New Year's Eve Day, New Year's Day (or the two days surrounding December 31 and January 1 if they fall on a non-work day), Memorial Day, Independence Day.
- H. **Disability Leave.** In the event of the Administrator's mental or physical incapacity to perform the duties of his or her office, he or she shall be granted an initial paid leave of

90 work days for purpose of recovery. The Administrator will first exhaust any accumulated PTO days before triggering the paid disability leave. Health plan premium payments will be made on the Administrator's behalf during this interval to the extent required by law. Upon using leave under this provision, the Administrator will furnish medical certification to the Board of Education (or its designee) as to the necessity for the leave. Leave pursuant to this paragraph will run concurrently with any leave pursuant to the Family and Medical Leave Act to which the Administrator may be entitled.

- (1) If the Board of Education (or designee) has reason to doubt the validity of the medical certification supplied by the Administrator, it may require a second opinion, at Board expense.
- (2) The Administrator may request a 90 work-day unpaid leave extension in the event of her physical or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is a verified prognosis that the Administrator will be able to resume his or her duties at the end of the extended leave interval. Medical certification will be supplied by the Administrator as a condition to any leave extension. Any extensions of leave for this purpose will be at the Board of Education's discretion.
- (3) If the Administrator is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any leave extension), his or her employment and this Contract may be terminated at the Board of Education's option. However, no such termination will occur when restoration after leave is required by the Family and Medical Leave Act.
- (4) Before any resumption of duty after an unpaid leave of absence for a serious health condition, the Administrator will provide to the Board of Education a fitness for duty certification from the Administrator's health care provider. A second opinion may be required by the Board of Education, at its expense, unless the securing of the second opinion is precluded by the Family and Medical Leave Act.

9. SPECIAL PROVISIONS.

- A. **Physical Examination.** As a condition precedent to the duties and obligations under this contract, the Administrator agrees to have a comprehensive medical examination and to provide the Board of Education with a doctor's verification indicating the physical competency of the individual to perform the duties of the position. Thereafter, the Administrator agrees to have a comprehensive medical examination at any point wherein there is a legitimate basis to question his or her fitness for duty. The Administrator agrees to supply the Board of Education with a doctor's verification of such, as previously specified. It is agreed that the doctor's verification shall be treated as confidential information by the Board of Education. The Board of Education agrees to accept the Administrator's most recent physical examination.
- B. **Disablement.** Should the Administrator be unable to perform any or all of the duties outlined herein by reason of illness, accident, or other causes beyond the individual's control for period in excess of their accumulated PTO days, the Board of Education may in its discretion make a proportionate deduction from the salary hereinbefore stipulated. If such a disability continues for more than one year or if said disability is considered permanent, irreparable, or of such a nature as to make performance of their duties impossible, the Board of Education may, at its option, terminate this agreement whereupon the respective duties, rights, and obligation hereunder shall terminate. Death of the Administrator terminates this contract.

10. **REIMBURSEMENT OF EXPENSES.** The Board of Education shall reimburse the Administrator for all actual and necessary business expenses related to the performance of the Administrator's duties on behalf of the District. The Superintendent shall be paid mileage at the

IRS approved rate. The Superintendent shall receive \$100.00 per month for costs related to his cell phone.

11. **TERMINATION.** If, at any time, the Administrator fails to maintain the credentials and qualifications for the position of superintendent as required by this contract, the contract shall automatically terminate. The Administrator may not be discharged nor this contract terminated for reasons that are arbitrary and capricious. The foregoing standards for termination of this contract during its term shall not be applicable to non-renewal of this contract at the expiration of its term, which decision is discretionary with the Board of Education.

It is further agreed that prior to any dismissal by the Board of Education, the Administrator shall have the right of written charges, notice of hearing and a fair hearing before the Board of Education. If the Administrator so chooses, he or she may be accompanied by legal counsel at the hearing, said legal expenses to be paid for by the Administrator. Any hearing before the Board of Education will be public unless a private hearing is requested by the Administrator.

12. **SEVERABILITY.** If any provision of this contract is ruled illegal or unenforceable by a court of competent jurisdiction, the remainder of the contract not affected by the ruling shall remain valid and in effect.

13. **DISPUTE RESOLUTION.** If a dispute relating to the Administrator's termination arises during the term of this Contract, the parties agree to submit the dispute to binding arbitration. Selection of the arbitrator and the arbitration proceedings will be conducted under the National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association. The Arbitrator's decision shall comply with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.


- A. The parties intend that this process of dispute resolution will include all contract and statutory claims advanced by the Administrator arising from her termination during the term of this Contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. However, this agreement to arbitrate does not restrict the Administrator from filing a claim or charge with any state or federal agency (such as the Equal Employment Opportunity Commission or the Michigan Department of Civil Rights), and does not apply to any claims for unemployment compensation or workers' compensation which may be brought by the Administrator. Instead, this agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings.
- B. This agreement to arbitrate means that the Administrator is waiving his or her right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, the Arbitrator has the right to representation by counsel of his or her choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery, and the right to a fair hearing.
- C. The arbitrator's fee and the costs imposed by the American Arbitration Association will be shared equally by the Board of Education and the Administrator, subject to the Administrator's right to seek to tax such fees as costs against the Board of Education.
- D. 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 eighty days of the effective date of the Administrator's termination during the term of this Contract. The arbitrator's Decision and Award will be final and binding and judgment thereon may be entered in the Roscommon County Circuit Court.

14. **GOVERNING LAW.** This contract is governed by and shall be interpreted in accord with the laws of the State of Michigan.

We, the parties to this Administrator's Employment Contract, sign our names and execute this contract as of the day and year written in the opening paragraph.

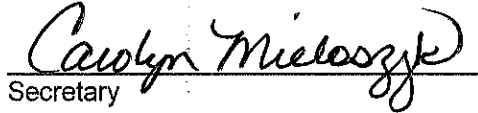
FOR THE BOARD OF EDUCATION

BY THE ADMINISTRATOR:



President





Secretary