

## SUPERINTENDENT EMPLOYMENT CONTRACT

THIS CONTRACT, between the **Board of Education of the Ingham Intermediate School District** ("Board"), and Jason Mellema, ("Superintendent"), dated March 20, 2018, is made and entered into with respect to Superintendent's employment by the Board.

WHEREAS, the Board of Education of the Ingham Intermediate School District, at a meeting held on the 1<sup>st</sup> day of March 2018, approved the employment of Jason Mellema as its "Superintendent" in accordance with the terms and conditions of this Contract;

NOW, THEREFORE, in consideration of the mutual promises contained in this Contract, it is agreed between the Board and Superintendent as follows:

1. **Term.** The District agrees to employ Jason Mellema as Superintendent of the Ingham Intermediate School District for a term of three (3) years from July 1, 2018 through June 30, 2021. This Contract is subject to extension, non-renewal and termination as described herein.

In the event the Superintendent is rated Effective or Highly Effective as of June 30, 2020, the Contract shall at that time be extended for an additional two years so that the contract term remains at three years. In each subsequent year, commencing in June 2021, a year-end rating of Effective or Highly Effective shall extend the term by one additional year, so that the term of the Superintendent's Contract is consistently maintained at three years.

2. **Qualifications.** Superintendent represents that s/he possesses and will maintain all certificates, credentials, and qualifications required by law and/or regulation, including those promulgated by statute or by rule or regulation of the Michigan Department of Education or the Board, to serve as the District's Superintendent of Schools. Superintendent further agrees, as a condition of continued employment, and to satisfy such continuing education requirements as may be required by law and/or by the State Board of Education. In the event that Superintendent fails to meet such qualifications, this Contract shall be null and void.
3. **Duties.** The Superintendent agrees, during the period of this Contract, to faithfully and conscientiously perform his duties and obligations in such capacity for the District, including, but not limited to, those duties required by Section 132 of the School Code of 1976, as amended. The Superintendent shall, in all regards, perform the duties and responsibilities incumbent upon him as the chief executive officer of the District in a diligent and good faith manner. He will act as an advisor to the District Board of Education on matters pertaining to the administration of the District, and he will inform the District Board as to administrative action taken on its behalf. The Superintendent shall recommend to the Board such policies and/or programs as are believed to be in the best interests of the District and its students, and shall implement, or cause to be implemented, such policies and/or programs as are approved or adopted by the Board. The Superintendent agrees to perform his duties in a competent and professional manner in compliance with the laws applicable to the District and District policies and regulations, including those adopted during the term of this Agreement.

4. **Evaluation.** The Board shall formally evaluate the Superintendent's performance in accordance with applicable State law; such evaluations shall generally be conducted by June 30th. Superintendent may request a closed session consideration of any conference with or meeting of the Board in connection with the performance evaluation process.
5. **Tenure.** Superintendent shall not be considered to be granted continuing tenure in the position initially assigned hereunder or to any other capacity 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. Nor shall the decision of the Board not to extend or renew the employment of the Superintendent for any subsequent period in any capacity, other than as a classroom teacher, as may be required by tenure law, be deemed a breach of this Contract or constitute a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.
6. **Compensation.** The District shall pay the Superintendent an annual salary of One Hundred Eighty Thousand and 00/100 Dollars (\$180,000.00). This salary shall be paid in 26 equal installments commencing July 6, 2018. If the Superintendent is rated effective or highly effective on his annual evaluation in 2018-19, the annual salary will increase to One Hundred Eighty-Five Thousand and 00/100 Dollars (\$185,000.00) beginning July 1, 2019. If the Superintendent is also rated effective or highly effective on his annual evaluation in 2019-20, the annual salary will increase to One Hundred Ninety Thousand and 00/100 Dollars (\$190,000.00) beginning July 1, 2020. In any year in which the Superintendent is rated less than effective, the Board shall determine the salary for the succeeding year, and in the absence of Board action, the salary for the succeeding year shall be the same as the previous year.

As additional compensation for services rendered pursuant to this Contract, each contract year, the Board also shall make a non-elective contribution to a tax-deferred account identified by the Superintendent, with one of the District approved vendors, in the amount of 10% of annual salary.

7. **Benefits.** Except as otherwise stated herein, during the term of the Contract, the Superintendent shall receive the benefits provided to other full-time administrative staff in the District, as more fully described in the Administrative Handbook. There is no payment for unused sick or personal days upon termination or retirement. Earned unused vacation time shall be paid at the per diem rate upon termination or retirement.

During the first four years, the Employee will not be granted Ingham ISD sick time each year but instead will be granted forty-eight (48) days upon his first day of work.

8. **Medical Examination.** The Superintendent shall, if requested by the Board, have a comprehensive medical examination once each year to ensure Superintendent's ability to perform the essential functions of his job as Superintendent of Schools. Such examinations shall be by a physician or physicians mutually acceptable to the Superintendent and the Board, and subject to 2011 PA 152, shall be at Board expense if not covered by insurance or other District defined benefits. Superintendent consents to the release and disclosure of the medical examination record or report to the Board President, and Superintendent agrees to authorize and direct the physician(s) and/or other health care providers involved with his examination to provide the Board President with the examination record or report. Said medical record or report shall be treated as confidential.

9. **Outside Activities.** Superintendent shall devote his full working time, skill, effort and attention to the performance of his duties and responsibilities as the District's Superintendent of Schools; provided, however, that Superintendent may serve as a consultant to other school districts or educational organizations, and may engage in reasonable lecturing, teaching, writing and/or related activities, if (but only if) such outside activities are of short duration and do not interfere with the full and satisfactory performance of Superintendent's duties and responsibilities. If Superintendent receives compensation or an honorarium for any such outside activity, it may only be undertaken outside Superintendent's expected work schedule or during Superintendent's vacation time. The Board shall not be responsible for any cost or expense attendant to the Superintendent's performance of such outside activities.
  
10. **Professional Liability .** The District agrees to pay the premium amount for errors and omissions insurance coverage for the Superintendent while engaged in the performance of the governmental function and while the Superintendent is acting within the scope of his District authority and responsibilities. The policy limits for this coverage shall be not less than Two Million Dollars (\$2,000,000). The terms of the errors and omissions insurance policy shall be controlling respecting the defense and indemnity of the Superintendent. The sole obligation undertaken by the District shall be limited to the payment of premium amounts for the above errors and omissions coverage. If such insurance is unavailable or determined by the District to be too costly, the Superintendent and the District Board will immediately meet to renegotiate this provision. In no case will individual District Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions, and legal proceedings.
  
11. **Affiliation and Professional Dues.** The Board shall pay Superintendent's fees and costs for membership in the Michigan Association of School Administrators, the Michigan Association of Intermediate School Administrators, the Association of Educational Service Agencies and such other appropriate organizations or affiliations (if any) as may be approved by the Board President.  
  
With advance approval of the Board President, the Superintendent may attend professional conferences at the local, state, and national levels, the expenses of said attendance to be paid by the District in accordance with District conference policy and procedure. The professional growth of the Superintendent is a topic to be discussed at the evaluation.
  
12. **Travel & Other Reimbursable Expenses.** The Superintendent shall be permitted to submit for reimbursement of business travel as outlined in Administrative Regulation 3931.00-R(1). In addition, such expenses as may be reasonably and appropriately incurred by Superintendent, on behalf of the Board or the District and in his capacity as the District's Superintendent, shall be reimbursed to Superintendent upon receipt of such documentation as may be required for such reimbursement in accordance with Board or District policy and practice.
  
13. **Non-Renewal or Termination.** This Contract shall be subject to non-renewal, or termination as follows:
  - (a) **Revised School Code.** This Contract is subject to non-renewal, in accordance with Section 1229 of The Revised School Code, a decision which is within the discretion of the Board.
  - (b) **Termination.** This Contract may be terminated prior to its expiration as follows:

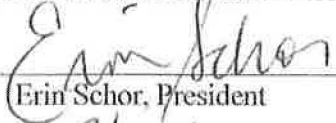
- (i) At any time upon mutual written agreement between the Board and Superintendent;
- (ii) In the event the Superintendent becomes unable, by reason of illness, injury, disability or otherwise, to perform all (or substantially all) of his material duties and responsibilities for ninety (90) or more work days in any consecutive twelve (12) month period, then and in such event the Board may, at its option, terminate this Contract; provided, however, that this provision shall not be construed to deny Superintendent any rights he may have under the Family and Medical Leave Act; and
- (iii) This Contract may also be terminated by the Board at any time for just and reasonable cause. For purposes of this Contract, this includes failure to perform to the Board's expectations, insubordination, violation of Board Policy or School Code, unprofessional conduct, misconduct, acts of moral turpitude, or other conduct that causes significant damage to the operations of reputation of the District. To the extent required by law, just cause shall mean reasons that are not arbitrary or capricious. Furthermore, Superintendent is prohibited from engaging in any conduct involving moral turpitude, and in such event, the Board may void this Contract.

No discharge shall be effective until written charges have been served upon the Superintendent, who shall have an opportunity for a hearing before the Board after ten (10) days' notice in writing. Said hearing shall be public or private at the option of the Superintendent. At such hearing, the Superintendent may have legal counsel in attendance at his/her sole cost and expense.

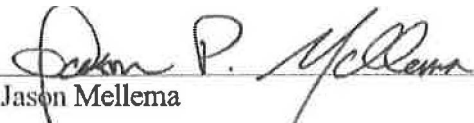
14. **Breach.** If any provision of this Contract becomes or is declared by a Court of competent jurisdiction to be illegal, unenforceable or void, the remainder of this Contract shall continue in full force and effect without said provision(s).
15. **Entirety.** This Contract contains the entire agreement and understanding by and between the District and the Superintendent with respect to the employment of the Superintendent and no other or prior representations, promises, contracts, or understandings, written or oral, not contained herein, shall be of any force or effect. All prior agreements pertaining to, connected with, or arising in any manner out of the employment of the Superintendent by the District, are hereby terminated and shall hereafter be of no force or effect whatsoever. No change or modification of this Agreement shall be valid or binding unless it is in writing and signed by the Superintendent and Board President and Secretary or other authorized representative of the District. No valid waiver of any provision of this Agreement, at any time, shall be deemed a waiver of any other provision of this Agreement at such time or at any other time.

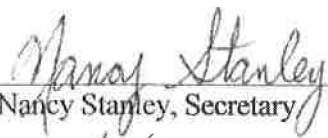
In witness whereof, the parties have duly executed the Superintendent's Employment Contract as of the day and year first written above.

**Board of Education for the Ingham  
Intermediate School District**

  
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Erin Schor, President  
3/20/2018  
\_\_\_\_\_  
Date

**Superintendent**

  
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Jason Mellema  
March 20, 2018  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Nancy Stanley, Secretary  
4/9/2018  
\_\_\_\_\_  
Date