

# **Ionia County Intermediate School District**

2191 Harwood Road

Ionia MI 48846

## **SUPERINTENDENT CONTRACT**

THIS CONTRACT, entered into this 1st day of July, 2015, between the Ionia County Intermediate School District Board of Education, hereinafter called "Board" and Jason Mellema, hereinafter called "Superintendent".

1) **DUTIES**

The responsibility for selection, placement, and transfer of personnel shall be vested in the Superintendent subject to approval by the Board.

The Superintendent agrees to and shall, during the term of this Agreement, devote his time, attention, and energy to the position of Superintendent of the School district and agrees to perform the duties of Superintendent in a competent and professional manner in compliance with the laws applicable to the School District and the policies and regulations adopted by the Board of Education. However, he may serve as a consultant to other districts or other educational agencies or associations, lecture, engage in writing activities, and speaking engagements, and engage in other activities which are of short-term duration at his discretion, keeping the President of the Board informed. The Superintendent shall use vacation leave to perform outside activities, and he shall retain any honorarium paid. In no case will the School District be responsible for any expense attendant to the performance of outside activities.

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, Superintendent agrees, as a condition of his continued employment, to meet all continuing education requirements for the position assigned, as may be required by law and/or by the State Board of Education. If at any time, Superintendent fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this Contract may be terminated and the Board shall have no further obligation hereunder.

2) **CONTRACT PERIOD**

The Board agrees to employ the Superintendent as Superintendent of its schools commencing July 1, 2015 and ending June 30, 2017.

Should the Superintendent obtain an effective or highly effective evaluation, at the end of the 2015-2016 school year, the total duration of subsequent contracts shall be a minimum of three (3) years.

3) **EVALUATION**

Annually, not later than the 31<sup>st</sup> day of March of each year during the term of this Contract, the Board of Education shall evaluate the Superintendent, using the criteria in accordance with section 1249 of the Michigan Revised School Code, as applicable to the Superintendent. Superintendent shall receive an overall rating of Highly Effective, Effective, Minimally Effective or Ineffective. The Board, in consultation with the Superintendent, shall determine the evaluation tool, including the manner in which day-to-day operations of the district are handled, Board/ Superintendent relations, staff and community relations and the degree to which the Superintendent fulfills the responsibilities set forth in the job description and duties for that position. The evaluation process shall include but is not limited to a conference with the Superintendent, which shall be open or closed at the Superintendent's option in accordance with the Open Meetings Act. Each year, the Superintendent shall notify the Board President at the first October meeting of the upcoming evaluation timeline. At the Superintendent's request, or the Boards request, the Board may meet with the Superintendent on a quarterly basis to evaluate his performance. At the Superintendent's option, such evaluations shall be open or closed as permitted by the Open Meetings Act.

4) **TENURE**

The Superintendent shall not be deemed to be granted continuing tenure in such capacity.

5) **"HOLD HARMLESS" CLAUSE**

In light of the unique nature of the professional duties of the Superintendent, the District shall provide the Superintendent, at no expense to him, legal counsel acceptable to the Board in any civil law suit brought against him related to his employment by District. Further, the District shall indemnify the Superintendent from liability in any action related to Superintendent's employment by the District to the extent of insurance coverage only. The District's obligation to provide Superintendent with legal counsel and indemnify him shall not apply in the event the Superintendent was not acting in the course of his employment as Superintendent and within the scope of his authority. Further, the District's obligation to indemnify Superintendent shall not apply in the event it is determined that Superintendent's liability resulted from his gross negligence or intentional misconduct.

6) **LIABILITY INSURANCE CLAUSE**

The Board shall provide public liability insurance for the superintendent to provide coverage for legal expenses and liability. The extent of such coverage shall be solely based upon the terms of the policy of insurance.

7) **PROFESSIONAL GROWTH**

The Superintendent may attend appropriate professional conferences and seminars at the local and state level. National and regional level programs shall be subject to Board approval. The Superintendent shall receive reimbursement for necessary and reasonable expenses which are not prepaid by the Board.

8) **PROFESSIONAL DUES**

The Board shall pay Superintendent's dues for the Michigan Association of Intermediate School Administrators (MAISA), American Association of School Administrators (AASA), the Michigan Association of School Administrators (MASA), MASA regional dues, AAESA, one service club and/or other appropriate affiliations approved by the Board.

9) **COMPENSATION**

The Board agrees to pay the Superintendent for his services during each year of said Contract in equal biweekly installments. Annual compensation for the Contract year 2015-2016 shall be One Hundred Twenty Thousand dollars (\$120,000); the first payment to be made on July 9, 2015 with subsequent payments to be biweekly. The salary for subsequent years will be determined annually with the understanding that the salary will be at least equal to the previous year's salary.

For each year the Superintendent attains an effective or highly effective evaluation, the Superintendent will receive the extra compensation detailed below, in addition to the negotiated base salary for that year. This provision applies only for the following contract years: 2016-2017, 2017-2018, 2018-2019, 2019-2020, 2020-2021.

Extra Compensation:

First Time:	\$ 5,000
Second Time:	\$ 10,000
Third Time:	\$ 15,000
Fourth Time:	\$ 20,000
Fifth Time:	\$ 25,000

After the 2020-2021 contract year, the extra compensation earned from 2016 – 2021 will be added to the base salary for the 2021-2022 contract.

**MERIT COMPENSATION**

Consistent with section 1250 of the Revised School Code and in addition to the base salary as provided above, the following shall apply:

Upon recognition by the Board of Education of successful board goal attainment, the Superintendent shall receive an annual annuity payment in the amount of \$2,000 in June 2016 and June 2017, payable the first pay in June of each year. Future merit compensation is to be negotiated in future contracts.

10) **FRINGE BENEFITS**

The Superintendent shall be afforded the following:

- a) Medical, Hospitalization, Vision, and Dental Insurance as determined by the District, provided the Administrator is not already covered by such insurance. The District will pay no more than \$5,857.58 for self, \$12,250 for self & spouse, \$12,250 for self & child, and \$15,975.23 full family. In lieu of insurance, the amount for the self premium rate will be paid to the Superintendent in equal bi-weekly installments.
- b) The Superintendent shall be afforded long-term disability insurance as established by Board Policy.
- c) The District shall pay for term life insurance in the amount of twice the Superintendent's annual salary during the term of this Contract and any extension thereof, payable to such beneficiaries as the Superintendent may designate.
- d) The Superintendent will accrue at 1-1/2 days of sick leave per month of employment, cumulative, not to exceed 135 days, with same provisions as IIEA sick leave language contract. When the Superintendent retires from the district and is eligible for MPSERS benefits his accrued sick days will be reimbursed at the rate of thirty-five dollars (\$35.00) per day.  
The Superintendent will be granted an additional forty-five (45) emergency sick leave days if needed, to be used only after accrued days are exhausted. These additional days will not be part of the accrual nor be granted to any beneficiary in case of death. This provision of the contract will expire with the 2017-2018 contract (June 30, 2018).

- e) Vacation Days: The Superintendent shall be entitled to twenty (20) working days of paid vacation, 10 of which may be carried over into a new year, however, not cumulative beyond 30 days in any one year. The Superintendent may, in lieu of paid vacation, elect to receive payment for up to ten (10) unused vacation days per year, non-accruable.
- f) Holidays: Approved holidays as per Board Policy.
- g) Transportation: The Board shall reimburse the Superintendent at the rate per mile established by the Internal Revenue Service for use of his automobile in conducting business associated with the position of Superintendent of Schools.
- h) Annuity: An annual non-elective annuity allowance of 7% of gross salary, requiring a dollar for dollar employee match. MPSERS contributions may be included in the employee match calculation.

11) In the event of Administrator's mental and/or physical incapacity to perform the duties of his/her office, he/she shall be granted an initial leave of up to ninety (90) work days for purpose of recovery. The Administrator shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the ninety (90) work day period to be unpaid. Health plan premium payments shall be made on behalf of Administrator during this interval to the extent required by law. Upon utilizing leave under this provision, Administrator shall furnish medical certification to the Board (or its designee) respecting the necessity for the leave.

If the Board (or designee) has reason to doubt the validity of the medical certification supplied by Administrator, it may require a second opinion, at Board expense.

Administrator may request up to ninety (90) work days of unpaid leave extension in the event of his/her physical and/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 Administrator will be able to resume his/her duties at the conclusion of the extended leave interval. Medical certification shall be supplied by Administrator as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

If Administrator is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), his/her employment and this Contract may be terminated at the option of the Board. However, no such termination shall occur where restoration after leave is required by the Family and Medical Leave Act.

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

## 12) TERMINATION PROVISIONS

The Superintendent shall be subject to discharge for conduct involving moral turpitude, good and just cause. No discharge shall be effective until written charges have been served upon him and he shall have an opportunity for a fair 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, he may have legal counsel at his own expense. The non-renewal of this Contract at the expiration of its term, which decision is discretionary with the Board, shall not constitute discharge within the meaning of this Contract.

13) **VENUE**

In the event there is a dispute regarding the terms of this Contract or the enforcement thereof or for damages hereunder, the same shall be litigated in the trial courts of Ionia County, Michigan regardless of the residence of any party to the dispute.

14) **MERGER CLAUSE**

This agreement sets forth the entire agreement between the parties and fully supersedes any and all prior agreements, representations and/or understandings between the parties. All prior agreements, representations and/or understandings between the parties are hereby extinguished. The employee acknowledges and agrees that in executing this agreement he is not relying on any representation by the employer not set forth in this agreement.


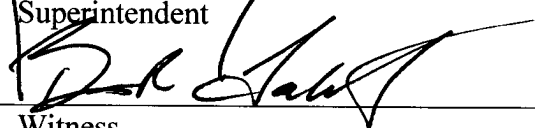
15) **NO MODIFICATIONS CLAUSE**

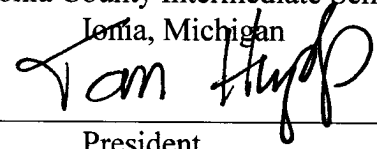
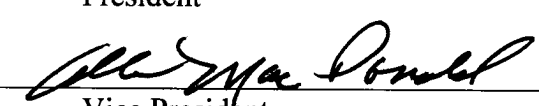
The terms of this agreement may not be revised by oral and/or written statements made by individual Board of Education members or any other representative or agent of the Board of Education. No change or modification of this Contract of Employment shall be valid or binding unless it has formally been approved by the Board of Education and is in writing and signed by the Superintendent and the Board. No waiver of any provisions of this Contract shall be valid unless it is in writing, signed by the Superintendent and the board and formally approved by the Board.

16) **SEVERABILITY CLAUSE**

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 the Agreement to any party.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and sealed this 12<sup>th</sup> day of March, 2015.

  
\_\_\_\_\_  
Superintendent  
  
\_\_\_\_\_  
Witness

Ionia County Intermediate School District  
Ionia, Michigan  
  
\_\_\_\_\_  
President  
  
\_\_\_\_\_  
Vice President