

# **SUPERINTENDENT CONTRACT**

## **BOARD OF EDUCATION MUSKEGON AREA INTERMEDIATE SCHOOL DISTRICT**

**THIS CONTRACT**, made this 20<sup>th</sup> day of June, 2016 between the **BOARD OF EDUCATION** of the Muskegon Area Intermediate School District (hereinafter called "District") and **John Severson** (hereinafter called "Superintendent").

### **IT IS AGREED:**

The District hereby employs John Severson as Superintendent of the Muskegon Area Intermediate School District beginning July 1, 2016 and ending June 30, 2019. The Board shall review this contract with the Superintendent annually and shall, on or before March 30 of each year, take official action whether or not to authorize a new three-year contract and notify the Superintendent of its action, in writing. The duties of the Superintendent shall be to place in operation the policies of the Board of Education of the Muskegon Area Intermediate School District, recommend for employment and direct the activities of all staff members of the Board of Education, and carry out such other duties and responsibilities as shall be established from time to time by the Board of Education. Sick leave, vacation days, holidays and personal leave shall be granted in total beginning July 1, 2016. Specific details are set forth in the attached Addendum.

Such employment shall be for a period of 52 weeks per school year, including a vacation with pay of 25 days, with total compensation at an annual salary of \$143,514 and \$30,000 as a non-elective contribution to be contributed to a tax-sheltered annuity account designated by the Superintendent. Such salary and annuity shall be paid in accordance with the District's policies and procedures and shall also include such other benefits as are currently authorized for executive administrators by the District. The District may deduct from the salary of the Superintendent such amounts as are required by local, state and federal laws along with such other amounts as are not earned because of absence of service. In lieu of a vehicle, the District shall provide a stipend of \$600 per month. The annual compensation for the second and third years of this Contract shall be agreed to by the District and the Superintendent following the evaluation process described below. In addition, the Board retains the right to adjust the annual total compensation of the Superintendent during the term of his Contract, said totals compensation adjustment not to reduce the total annual compensation below the compensation recited herein. Any adjustment in annual total compensation made during the life of this Contract shall be in the form of an amendment and shall become a part of this Contract.

The Board shall, annually, evaluate the performance of the Superintendent. Evaluation conferences will be conducted with the whole Board upon request of either party throughout the year and may be in closed session, per his request. A copy of the Board's final evaluation shall become part of the Superintendent's personnel file.

Subject to prior approval by the President of the Board, the Superintendent shall be authorized to attend hearings, conferences, workshops and other meetings on behalf of the school district.

The Superintendent agrees to devote full time to this position and to faithfully and properly perform the duties of this position, and to enforce and comply with all rules and regulations of the District. The Superintendent shall be subject to discharge for good and just cause only, and to the extent required by applicable law, good and just cause shall mean reasons that are not arbitrary or capricious. 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 10 days' notice in writing. Said hearing shall be in public or private at the option of the Superintendent. At such hearing he may have legal counsel at his own expense. Just cause also includes, but is not limited to, violation of a consistently applied rule or policy of the District and/or unsatisfactory work performance as measured against the Superintendent's duties and responsibilities. The Superintendent attests that he has never been convicted of a crime involving act(s) of moral turpitude. He understands that conviction of a crime of moral turpitude, dishonesty, theft, unethical or unlawful conduct, or conduct which in the judgment of the Board of Education impairs the reputation of the District, shall constitute good and just cause for dismissal.

It is expressly understood that the Superintendent shall not be deemed to be granted continuing tenure in such capacity by virtue of this contract of employment or in any other administrative or non-classroom capacity, and further that Superintendent warrants he is and will remain fully qualified for the position as required by law. In compliance with changing qualifications, costs for graduate credits obtained by the Superintendent shall be paid by the District.

This Agreement may be terminated by mutual agreement at any time and shall terminate on June 30, 2019, unless modified or extended for an additional term by mutual agreement. The Superintendent may terminate this contract upon ninety (90) days written notice.

This is the complete agreement of the parties and supersedes any other oral or written promises or understandings that may have existed between them. This agreement shall not be modified except in a writing approved by the Board. No individual board member has the authority to enter into any new or different agreement with the Superintendent.

**IN WITNESS WHEREOF**, the parties have executed this Agreement the date first above mentioned.

**BOARD OF EDUCATION  
MUSKEGON AREA INTERMEDIATE  
SCHOOL DISTRICT**

**SUPERINTENDENT**

By: \_\_\_\_\_  
Board President

By: \_\_\_\_\_  
John Severson

\_\_\_\_\_  
Board Secretary

## **Addendum to Superintendent Contract Benefit Summary**

### **PAID LEAVE DAYS**

***Sick Leave***                      One day per month  
Unused days can accumulate with no limit.  
The Superintendent shall receive a bank of 30 sick days upon his date of employment. Once sick days have accrued beyond the 30 days, the sick bank total will then increase.

***Vacation Days***                      25 days

***Holidays***                              New Year's Day  
Martin Luther King Jr. Day  
Memorial Day  
Fourth of July  
Labor Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Eve  
Christmas Day  
2 Floating Holidays

***Personal Leave***                      Three Days  
Unused days are transferred to accumulated sick leave at the end of the fiscal year.

### **INSURANCE**

<b><i>Life Insurance</i></b>	2 Times Annual Salary
<b><i>Family Medical</i></b>	Blue Cross/Blue Shield West Michigan Health Insurance Pool
<b><i>Dental</i></b>	Delta Dental 80/80/80, \$1,300
<b><i>Vision</i></b>	VSP2

### **RETIREMENT**

MAISD contributes to MPSERS based upon a percentage of gross salary

### **COMPENSATION FOR UNUSED SICK DAYS**

\$150 per day for up to 65 days of earned but unused leave, plus 1/5 of the days over 65 up to a total of 100 compensated days (at the \$150 per day rate).