

***VAN BUREN INTERMEDIATE SCHOOL DISTRICT***

**SUPERINTENDENT'S CONTRACT**

**July 1, 2019 through June 30, 2023**

It is agreed by and between the Board of Education of the Van Buren Intermediate School District located in Van Buren County, Michigan (hereinafter referred to as the "Board") and Jeffrey C. Mills (hereinafter referred to as the "Superintendent") that pursuant to Section 1229(1) of the Revised School Code, the Board in accordance with its action found in the minutes of its meeting held on the 5th day of June, 2019, has and does employ the said Jeffrey C. Mills for a four-year period commencing on July 1, 2019 and concluding on June 30, 2023, according to the terms and conditions as described and set forth herein as follows:

**WITNESSETH:**

1. Superintendent shall perform duties of Superintendent as prescribed by the rules, regulations and policies of the Board as may be established, modified and/or amended from time to time by the Board and as is established under the laws of Michigan and of the United States, including, but not limited to, the Revised School Code. Superintendent acknowledges the ultimate authority of the Board with respect to his responsibilities and directions related thereto. Superintendent is subject to assignment and transfer to another administrative position of employment in the Intermediate School District at the discretion of the Board.
2. On or before June 1 annually during the term of this Contract, the Board will evaluate the performance of the Superintendent. If the Board, in its judgment, determines that the Superintendent's performance has been effective, it shall extend the term of this Contract for an additional one (1) year. In that event, a revised Contract shall be prepared and signed reflecting the extended Contract term. On or before April 15 annually during the term of this Contract, Superintendent shall give written notice to the Board of its duty to evaluate performance under this section.
3. Superintendent's performance shall be evaluated at least annually using multiple rating categories that take into account data on student growth as required by Section 1249 of the Revised School Code (or its successor provision).
4. The Board agrees to pay the Superintendent for his/her services during each year of the said Contract in equal installments unless otherwise agreed to by the parties. Compensation shall be \$133,550 for 2018-19 and \$135,900 for 2019-2020. Said salary shall be reviewed in May 2019 and is subject to upward revision by agreement of the parties. In no case will the salary be lowered. For the 2018-19 and 2019-2020 school years \$8,500 will be paid in each year for additional recognition for service. This additional payment is based on an effective evaluation by a majority of the staff respondents (70%) over a two-year period of time. Approximately 50 evaluation forms are sent out each year. This is a non-recurring salary amount.

Should Superintendent be assigned or transferred to another administrative position, the salary paid shall be as established by the Board for that position. The annual salary shall be paid in twenty-six (26) equal bi-weekly installments beginning with the commencement of the fiscal/contract year (July 1 – June 30).

The Board hereby retains the right to increase the annual salary of Superintendent during the term of this Contract. Consistent with the provisions of Section 1250 of the Revised School Code, Superintendent's job performance and job accomplishments will be significant factors in determining any adjustment to Superintendent's compensation. Any increase in salary made during the term of this Contract shall be in the form of a written amendment and when executed by Superintendent and the Board, shall become a part of this Contract.

5. The Superintendent shall furnish and maintain throughout the life of this Contract a valid and appropriate certificate as required by the School Code to act as an intermediate district superintendent in the State of Michigan, 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 to serve in the position assigned. Superintendent agrees, as a condition of his continued employment, to meet and maintain all certification and continuing education requirements for the position assigned, as are and 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 shall automatically terminate and the Board shall have no further obligation hereunder.
6. Superintendent hereby agrees to devote his time, skill, labor, and attention to said employment during the term of this Contract. Superintendent agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, Superintendent agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board to carry out the educational programs and policies of the Intermediate School District during the entire term of this Contract. Superintendent agrees that he will diligently and competently discharge his duties on behalf of the District to enhance the operation of the District and will use his best efforts to maintain and improve the quality of the programs and services of the District.
7. Subject to notification to the Board President, consulting, speaking, writing, lecturing, or other such activities undertaken by the Superintendent for personal, financial or professional enhancement which do not interfere with the Superintendents' primary duties to the Board, shall be permitted. The board will allow the Superintendent 20 hours per month for flex time / consulting activities, as long as he is available for direct contact during this time.
8. Throughout the term of this contract, and any extension hereof, the Superintendent shall be subject to discharge for good and just cause. The Superintendent shall have the right to written charges, notice of hearing, and a fair hearing before the Board. If the Superintendent chooses to be accompanied by legal counsel at the hearing, he will assume the cost of his legal expenses.

9. The Superintendent shall not engage in any conduct involving moral turpitude. Further, if the Board determines, after notice to Superintendent and an opportunity to be heard, that Superintendent has engaged in moral turpitude in violation of the foregoing provision, the Board has the authority to unilaterally and immediately void this contract and remaining obligations hereunder.

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.

In the event that the Board undertakes to dismiss Superintendent during the term of this Contract, he shall be entitled to written notice of charges and an opportunity for a hearing before the Board. In the event of termination of employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

10. Superintendent is employed on the basis of fifty-two (52) weeks of work per contract/fiscal year (July 1 through June 30) as scheduled by the Board. The Superintendent will accrue vacation leave time, as provided by Board policy, at an annual rate of thirty (30) working days. Accumulated vacation time will not exceed 35. Superintendent shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the Intermediate School District. All scheduling of vacation over five days is subject to notification to Board President.
11. The Superintendent will be entitled to sixteen (16) paid sick days annually per contract year, July 1 through June 30. Sick leave will accrue in accordance with Board policy. Each year the Superintendent may turn in up to twenty (20) unused sick days per contract year at full daily rate (total comp / 230 days = daily rate).
12. The Superintendent will provide the Board of Education with twelve (12) months written notice prior to accepting another position or retiring. Once the board approves the letter of notice this contract will end on the effective date (date of retirement/last day of work) as listed in the letter of notice.
13. The Superintendent shall receive all fringe benefits as granted by the Board of Education, to administrative personnel. Superintendent agrees that the Board has the right to allocate to Superintendent responsibility for a portion of the benefit plan costs for the insurance coverages, as may be determined by the Board, in its discretion. However, this contribution shall not be less than the amount determined by the Board to be necessary to comply with the Publicly Funded Health Insurance Contribution Act, 2011 PA 152. The Board will notify Superintendent of the amount for which he is responsible in excess of the Board paid benefit plan costs contributions. Superintendent agrees that the amount of benefit plan costs contributions designated by the Board as Superintendent's responsibility shall be payroll deduction from Superintendent's compensation.
14. The Board reserves the right to change the identity of the insurance carrier, policyholder or third party administrator for any coverage, provided that comparable coverage, as determined by the Board, is maintained during the term of this Agreement. The Board shall not be required to remit premiums for any insurance coverage for Superintendent and his

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 an insurance company or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. Superintendent is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The Board, by remitting the premium payments required to provide the above-described insurance coverage(s), shall be relieved from all liability with respect to insurance benefits.

15. The Superintendent shall be provided a car allowance of \$1,200 per month. This covers all activities local, state and national events.
16. The Superintendent shall be entitled to the longevity schedule as other administrative employees.
17. The Superintendent shall be provided an annual tax-sheltered annuity as remuneration for services performed of \$18,500. Said sum shall be paid directly to an annuity account of the Superintendent's choosing in the Van Buren ISD's Section 403(B) Tax Sheltered Annuity Plan in 24 equal installments in accordance with IRS rules.
18. Accountability Clause: If the Superintendent receives at least an effective evaluation from the Board of Education and at least six local school district superintendents', at the end of each year, then the Board will pay for one half (1/2) year of retirement time from the Michigan Public Schools Retirement System or payment into salary as directed by the Superintendent. This payment will be paid in December of each year.
19. The Superintendent shall receive a \$650 per month stipend to cover all meals, parking, and miscellaneous costs while conducting VBISD business. This is a non-recurring stipend amount.
20. Board will pay for appropriate membership fees or dues for membership in professional organizations (i.e. MASA, MAISA, MSBO, NREA) subject to express approval by the Board. Subject to prior approval by the Board for overnight activities, Superintendent may attend appropriate professional meetings at the local, state and national level and shall be reimbursed for registration fees, travel (flight and any rental car necessary) and lodging. No reimbursement for meals.
21. As an incentive to stay with the organization, if the superintendent retires from the organization under the Michigan Public Schools Employee Retirement System (MPERS) then the Board will allow the Superintendent to turn in up to fifty (50) unused sick days at the full daily rate.
22. The Superintendent agrees that he shall not be deemed to be granted continuing tenure in the office of Superintendent or to which he may be assigned or transferred or in any capacity other than that of a classroom teacher, should the probationary period for tenure as a teacher be fulfilled by virtue of this Contract or any employment assignment (requiring certification) within the Intermediate School District. Nor shall any 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 maybe required by the Teacher's Tenure

Act, be deemed a breach of this Contract or a discharge or demotion within the provisions of the Teacher's Tenure Act.

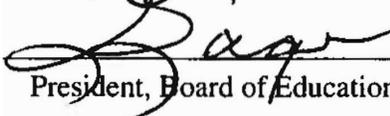
23. This Contract contains the entire agreement and understanding by and between the Board and Superintendent with respect to the employment of Superintendent and no prior or concurrent representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force 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 School 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 approved by official action of the Board reflected in its minutes, and signed by Superintendent and the President and Secretary of the 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.

24. If any provision of this Agreement becomes or is declared by a Court of competent jurisdiction to be illegal, unenforceable or void, this Contract shall continue in full force and effect without said provision(s).
25. Superintendent agrees that any claim or suit arising out of Superintendent's employment with the Board must be filed no more than six (6) months after the date of the employment action that is the subject of the claim or suit. Superintendent understands that the statute of limitations for claims arising out of an employment action may be longer than six (6) months, but agrees to be bound by the (6) month 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 law suit, it is the intent of the parties that the court enforce this provision to the extent possible and declare the law suit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.
26. This Agreement is executed on behalf of the Van Buren Intermediate School District pursuant to the authority granted as contained in the resolution of the Board adopted on June 5, 2019, the same being incorporated herein by reference.

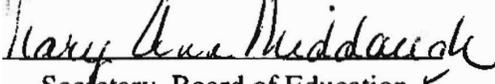
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

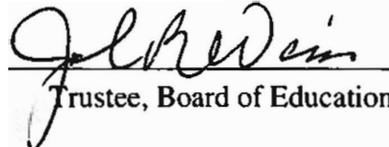
  
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Superintendent

  
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President, Board of Education

  
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VACANT - RESIGNED  
\_\_\_\_\_  
Treasurer, Board of Education

  
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Secretary, Board of Education

  
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Trustee, Board of Education