

**CONTRACT OF EMPLOYMENT  
PEWAMO-WESTPHALIA COMMUNITY SCHOOLS  
2011-2014**

**THIS CONTRACT IS MADE AND ENTERED INTO** the \_\_\_\_ day of \_\_\_\_\_, 2011, between the Board of Education of the Pewamo-Westphalia School District, hereinafter referred to as the "Board of Education" and Jason Mellema, as Superintendent, hereinafter referred to as the "Administrator".

1. **TERM.** This contract shall take effect on the 1<sup>st</sup> day of July, 2011, and continue in force thereafter through the 30<sup>th</sup> day of June, 2014, subject to extension and termination as provided in Paragraphs 4 and 10.
2. **DUTIES.** The Administrator represents that he meets all Michigan and the State Board of Education requirements and holds all certificates necessary for employment by the Board of Education in this administrative position. The Administrator 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.
3. **EVALUATION.** Annually, but no later than the 15<sup>th</sup> day of March of each year during the term of this contract, the Board of Education shall review with the Administrator his performance as Superintendent.

In the event the Board of Education of the District determines the performance of the Administrator is unsatisfactory in any respect, it shall describe, in writing in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the Superintendent. The Administrator shall have a right to make written reaction or response to the evaluation. This response shall become a permanent attachment to the Administrator's personnel file. Within thirty (30) days of delivery of the written evaluation to the Administrator, the board shall meet with him to discuss the evaluation.

4. **EXTENTION.** This contract may be extended 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 1<sup>st</sup> day of June 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.

**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 January.

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. **COMPENSATION.** The Board of Education shall pay a salary to the Administrator in 26 equal installments, with the amount for each school year specified in the table below. 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. The amounts specified for years 2013/2014 and beyond are subject to contract extension per the terms of Paragraph 4.

2011/2012	\$85,000.00
2012/2013	\$87,000.00
2013/2014	\$89,000.00
2014/2015	\$91,000.00
2015/2016	\$93,000.00
2016/2017	\$95,000.00

7. **TRANSPORTATION.** The Board of Education shall reimburse the Administrator at a rate equal to the rate identified in the Teachers' contract for use of his automobile in conducting business in accordance with the position of Superintendent of Schools.
8. **BENEFITS.** During the term of this contract, the Administrator shall receive benefits, such as disability leave and retirement benefits subject to the following limitations: first, this paragraph excludes any compensation or benefit specifically set forth elsewhere in this contract; and second, such benefits are subject to change at any time on the basis as changed for full time, professional administrative staff.

The Administrator is entitled to the following specific benefits:

- A. Cafeteria Plan which includes Full Family Health, Full Dental, Vision Insurance, Long Term Disability Insurance, and Group Term Life Insurance with a policy equal to \$50,000.00. These policies and their co-pays and employee cost-shares will be consistent with those in the teachers' bargaining unit, but at a minimum, the Administrator will contribute \$15.00 per pay period towards the cost of health insurance. The Cafeteria Plan provides for cash in lieu of insurance at a rate equal to the rate identified in the Teachers' contract.

- B. The Administrator is afforded an initial sick leave bank of 12 days. At the beginning of each subsequent contract year, 12 days will be added to the Administrator's sick leave bank.
- C. The Administrator is afforded 20 vacation days annually. Unused vacation days may be carried over to the subsequent contract year with prior board approval up until 12/31. At such time any carried over days will be forfeited. Upon separation from the district, a maximum of 30 (thirty) days of vacation time shall be payable to the Administrator.
- D. District agrees to assume the cost of National and State Association dues incurred by the Administrator. The Administrator shall attend appropriate professional meetings at the local, state or national levels, the expenses of which attendance to be incurred by the district. Attendance at national meetings requires prior Board of Education approval.
- E. The Board of Education shall annually reimburse the Administrator for up to \$2,500.00 of tuition costs. Any amount not utilized for tuition each year shall be contributed to a Board Sponsored Annuity.

**9. SPECIAL PROVISIONS:**

- A. The Board of Education agrees that it shall defend, hold harmless and indemnify the Administrator from any and all demands, claims, suits, actions and legal proceedings brought against the Administrator in his individual capacity, or in his official capacity as agent and employee of the District, provided the incident arose while the Administrator was acting within the scope of this employment and excluding criminal litigations. This provision shall not apply to any legal actions or controversies between the Administrator and the Board of Education.
- B. The Board of Education shall provide public liability insurance for the Administrator to cover legal expenses in defense of claims any payment of judgments resulting from his functioning as Superintendent, providing his conduct is consistent with the proper performance of his duties, and will reimburse him for any portion of such expense and judgments not covered by insurance. In no case will individual Board members be considered personally liable for indemnifying the Administrator against such demands, claims, suits, actions and legal proceedings.

10. **TERMINATION PROVISIONS.** The Administrator shall be subject to discharge for cause, but the Board of Education shall not arbitrarily and capriciously dismiss him. 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 Administrator. At such hearing, he may have legal counsel at his own expense.

In Witness Whereof, the parties have duly executed this Superintendent's Employment Contract as of the day and year written in the opening paragraph

FOR THE BOARD OF EDUCATION

BY THE ADMINISTRATOR

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Kathy Wood, President

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Jason Mellema

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Kimberly Thelen, Secretary