

Mecosta-Osceola Intermediate School District

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SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

It is hereby agreed by and between the Board of Education of the Mecosta-Osceola Intermediate School District (hereinafter "Board") and Steve Locke (hereinafter "Administrator") that pursuant to Sections 601a(1)(d), 623(1)(b) and 1229(1) of the Revised School Code, the Board in accordance with its action at the May 13, 2019 Regular Board Meeting, hereby employs the said Superintendent for a period-commencing on **July 1, 2019** and ending on **June 30, 2022**, according to the following terms and conditions:

1. Administrator shall perform the duties of Superintendent as prescribed by the Board and as may be established, modified and/or amended from time to time by the Board. Administrator acknowledges the ultimate authority of the Board with respect to his responsibilities and directions related thereto.
2. Administrator represents that he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including Sections 1246 and 1536 of the Revised School Code, the regulations of the Department of Education, and those required by the Board to serve in the position assigned. Additionally, Administrator agrees, as a condition of his continued employment, to meet all 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 Administrator 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.
3. Administrator agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Administrator agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, Administrator 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. Administrator agrees to devote substantially all of his business time, attention and services to the diligent, faithful and competent discharge of his/her duties on behalf of the Intermediate School District to enhance the operation of the Intermediate School District and agrees to use his best efforts to maintain and improve the quality of the programs and services of the Intermediate School District.
4. Administrator shall be paid at an annual (twelve month) salary rate of not less than **One Hundred Twenty-Eight Thousand Nine Hundred and Thirty Eight Dollars (\$128,938.00)** in consideration of his performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board.

ORIGINAL

As part of the remuneration for Administrator's services, the Board shall contribute annually an amount equal to eight percent (8%) of Administrator's base salary to a 403b tax deferred annuity. This contribution shall be made at the conclusion of the fiscal year (June 30) in which the services have been rendered.

The Board hereby retains the right to increase the annual salary of Administrator during the term of this Contract. Consistent with the provisions of Section 1250 of the Revised School Code, Administrator's job performance and job accomplishments will be significant factors in determining Administrator'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 Administrator and the Board, shall become a part of this Contract.

5. Administrator 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. Administrator shall be granted vacation time of twenty-five (25) days per contract/ fiscal year.

Vacation days must be used within the fiscal year for which they are made available and Administrator shall not receive any additional compensation in lieu of use of vacation days. Administrator 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.

6. If Administrator is absent from duty on account of personal illness or disability, he shall be allowed full pay for a total of fifteen (15) days per contract/fiscal year (July 1 – June 30). Unused sick leave will accumulate without limitation. In addition, Administrator's accumulated sick leave with the Intermediate School District which was accrued prior to January 8, 2018 shall be preserved and remain accumulated to his credit .

Should Administrator retire from the Intermediate School District, he shall be entitled to receive a severance payment for up to One Hundred (100) unused accumulated sick leave days, payable at the rate of One Hundred Dollars (\$100.00) for each such day, less deductions required by law. For purposes of this provision, "retire" means that the Administrator resigns in all capacities from the Intermediate School District, is eligible on the effective date of his resignation for unreduced pension benefits under the Michigan Public School Employees Retirement Act and within ninety (90) days of the effective date of his resignation will begin to receive pension benefits under that enactment

7. In the event of Administrator's mental and/or physical incapacity to perform the duties of his office, he shall be granted an initial leave of ninety (90) work days for purpose of recovery. 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 a ninety (90) work day unpaid leave extension in the event of his 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 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 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.

8. Administrator's performance shall be evaluated by the Board annually.
9. The Board shall be entitled to terminate the Administrator's employment at any time during the term of this Contract when it determines that Administrator has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if Administrator materially breaches the terms and conditions of this Contract, or for other causes found to be sufficient by the Board.

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 Administrator 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. Administrator agrees that he shall not be deemed to be granted continuing tenure in the position initially assigned or 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, by virtue of this Contract or any employment assignment (requiring certification) with the Intermediate School District. Nor shall the decision of the Board not to continue or renew the employment of Administrator for any subsequent period in any capacity, other than as a classroom teacher, as may be required by the Teachers' Tenure Act, be deemed a breach of this Agreement or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.
11. Administrator shall submit to such medical examinations, supply such information and execute such documents as may be required by any underwriter, policyholder or third party

administrator providing insurance programs specified under this Contract. Additionally, upon request of the Board, Administrator shall authorize the release of medical information necessary to determine if Administrator is capable of performing the essential job functions required by his assignment, with or without reasonable job accommodation(s). Any physical or mental examination or disclosure of such information required of administrator by the Board shall be job related and consistent with business necessity. Any medical or psychological examination under this section shall be at Board expense. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.

12. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third party administrator, the Board shall make premium payments on behalf of Administrator and his eligible dependents for the following insurance programs:

INSURANCE BENEFITS

PLAN A:

For employees needing health insurance

Health:

Priority POS HSA 90%/70% Plan with a Health Savings Account to cover deductible of \$1,350 for Single Person or \$2,700 for Family with a \$10/\$40 prescription drug card

Long Term Disability:

66 2/3%
 \$5,000 Maximum Benefits
 90 Calendar Days - Modified Fill
 Pre-Existing Condition Waiver
 Maternity Coverage
 Freeze on Offsets
 Alcoholism/Drug - Same as any other illness
 Mental/Nervous - Same as any other illness

Negotiated Life:

\$100,000 with AD&D

Vision:

NVA (National Vision Administrators)

Dental:

100/90/90/90:\$1300
 (\$1,000 Maximum Benefits Class I and II)
 Preventive Care Rider

PLAN B:

For employees not needing health insurance

\$250 / month cash in lieu

Long Term Disability:

66 2/3%
 \$5,000 Maximum Benefits
 90 Calendar Days - Modified Fill
 Pre-Existing Condition Waiver
 Maternity Coverage
 Freeze on Offsets

Alcoholism/Drug - Same as any other illness
Mental/Nervous - Same as any other illness

Negotiated Life: \$100,000 with AD&D

Vision: Vision Care Direct – Platinum Plus

Dental: 100/90/90/90:\$1300
(\$1,000 Maximum Benefits Class I and II)

PLAN C: **For employees not needing any insurance coverage**
\$250 per month cash in lieu

If Administrator makes a voluntary written election not to enroll in the health/medical coverage offered by the Board, he will receive the above monthly cash stipend on the condition that he furnishes written verification that he is enrolled in another health/medical benefits plan that meets the minimum value and coverage requirements of the Affordable Care Act.

Insurance benefits may be changed during the contract year at the discretion of the Board of Education.

TRAVEL AND ACCIDENT PLAN: This coverage is provided through MASB by the Board of Education for administrative employees. Plan B offers 24 hours, 365 days, \$125,000 AD&D.

Administrator agrees that the Board has the right to allocate to him responsibility for a portion of the benefit plan costs for the insurance plans specified above, as may be determined by the Board, in its discretion. However, Administrator's contribution shall not be less than the amount determined by the Board to comply with the Publicly Funded Health Insurance Contribution Act, 2011 Public Act 152. The Board will notify the Administrator of the amounts for which he is responsible in excess of the Board benefit plan cost contributions. Administrator agrees that the amount of such benefit plan costs identified by the Board as Administrator's responsibility shall be payroll deducted from Administrator's compensation and hereby requests that such deduction be made.

13. The Board reserves the right to change the identity of the insurance carrier, policyholder or third party administrator for any of the above coverages, 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 coverages for Administrator 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 any insurance company or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. Administrator 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.

14. Administrator is entitled to the following holidays for which no service to the Intermediate School District is required: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving & Day following, the day before Christmas, Christmas Day, the day after Christmas. Offices will be closed from the day before Christmas through New Year's Day.
15. Administrator shall be eligible to be reimbursed up to Seven Thousand Five Hundred Dollars (\$7,500.00) annually for tuition expenses incurred in connection with a planned educational program, approved by the Board in advance of the Administrator's enrollment, that is designed to enhance Administrator's job skills and job performance. Administrator's pursuit of additional education shall not detract from or diminish in any way the full performance of and his commitment to fulfillment of his job responsibilities. All of the following eligibility criteria must be met for reimbursement under this provision:
 - A. Administrator must have enrolled in any course for which reimbursement is sought after January 8, 2018. While it is recognized that any approved educational program may take longer to complete, any course(s) for which reimbursement is sought must be completed on or before June 30, 2021.
 - B. The course(s) for which reimbursement is sought must have a demonstrable relationship, as determined by the Board, to Administrator's job duties and functions.
 - C. Administrator's most recent performance evaluation in the assignment of Superintendent at the time reimbursement is sought for any course must have a summative rating of 'effective' or higher.
 - D. Administrator must have achieved a grade of "B" or better in any course for which tuition reimbursement is sought.

Should Administrator leave the employment of the Intermediate School District to pursue or accept other employment, his base compensation (as is specified in ¶ 4 of this Contract) will be reduced by an amount equal to fifty percent (50%) of tuition reimbursement paid to him under this provision within the twelve (12) months immediately preceding the effective date of his resignation.

16. Administrator shall be eligible to be reimbursed for travel, meals and lodging in accordance with per diem expense and reimbursement standards and procedures established by the Board. Any expense to be incurred by Administrator for out-of-district travel shall be submitted in advance for review and approval by the Board. Administrator shall be required to present an itemized account of his/her reasonable and necessary expenses in accordance with direction of the Board or its designee. Administrator will be granted a car allowance per month of Five Hundred Dollars (\$500) for utilizing his personal car for in-district travel. Out of district travel shall be reimbursed at IRS rate according to Intermediate School District policy.

Subject to express approval by the Board, the fees or dues for membership in appropriate professional organizations shall be paid by the Board. Subject to prior approval by the Board, the Administrator may attend appropriate professional meetings at the local, state and national levels and shall be reimbursed for any registration fees, tuition, travel, lodging and/or reasonable meal expenses for himself/herself in relation thereto not prepaid by the Board.

17. The Board agrees to pay the premium amount for errors and omissions insurance coverage for Administrator while engaged in the performance of a governmental function and while the Administrator is acting within the scope of his/her authority. The policy limits for this coverage shall be not less than \$5,000,000. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of Administrator. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions coverage. In the event that such insurance coverage cannot be purchased in the above amounts and/or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify Administrator. In that event, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to Administrator as is authorized under MCL 691.1408 and MCL 380.601a(1)(d).

18. This Contract contains the entire agreement and understanding by and between the Board and Administrator with respect to the employment of Administrator and no 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 Administrator by the Board, are hereby terminated and shall hereafter be of no force or effect whatsoever.

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 Administrator 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.

19. 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).

20. Administrator agrees that any claim or suit arising out of Administrator'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. Administrator 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 six (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.

21. This Contract is executed on behalf of the Mecosta-Osceola Intermediate School District pursuant to the authority granted as contained in the resolution of the Board adopted on June 11, 2018, the same being incorporated herein by reference.

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

Date: 5/13/19

Steve Locke
By: Steve Locke, Superintendent

**MECOSTA-OSCEOLA INTERMEDIATE
SCHOOL DISTRICT BOARD OF
EDUCATION**

Date: 5/13/19

Marie L. Wilkerson
By: Marie Wilkerson, President

Date: 5/13/19

Sheri Thompson
By: Sheri Thompson, President, VICE

Date: 5/13/19

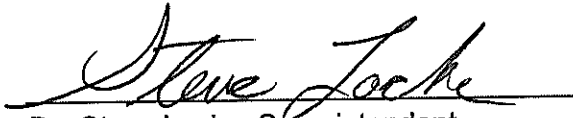
Michael Wyman
By: Mike Wyman, Secretary

Amendments to Superintendent's Contract of Employment

Superintendent Salary Amendment 2019-2020


The base percentage increase will be one (1) percent less than the difference between the cost of the prior year and current year's teacher settlement. The base percentage increase noted above may be adjusted either up or down by the board based upon individual evaluations of the job performance, as well as comparative data from surrounding local and ISD districts. In the event a base pay increase is provided to the unaffiliated staff, the Superintendent base percentage increase will match. Superintendent Merit pay will be provided based on evaluations as follows: One-time payment of \$300 for highly effective, \$200 effective, \$100 minimally effective.

Date: 5/13/19


By: Steve Locke, Superintendent

**MECOSTA-OSCEOLA INTERMEDIATE
SCHOOL DISTRICT BOARD OF EDUCATION**

Date: 5-13-19


By: Marie Wilkerson, President

Date: 5.13.2019


By: Sheri Thompson, Vice-President

Date: 5/13/2019


By: Mike Wyman, Secretary