

VAN BUREN INTERMEDIATE SCHOOL DISTRICT

SUPERINTENDENT'S CONTRACT

July 1, 2012 through June 30, 2016

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 the parties enter into an employment contract for a period commencing on July 1, 2012 and concluding on June 30, 2016.

WITNESSETH:

1. The parties agree that the Superintendent shall perform duties as prescribed by the rules, regulations and policies of 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.
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 satisfactory, 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*.
3. 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 \$129,900 for 2011-2013 school years. Said salary shall be reviewed in May 2012 and is subject to upward revision by agreement of the parties. In no case will the salary be lowered. For the 2011-2012 and 2012-2013 school years \$4,900 will be paid in each year for additional recognition for service. For 2012-2013 the Board will review service performance June 1, 2012, if additional payment will be made. This is a non-recurring salary amount.
4. The Superintendent shall furnish 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 and that the Superintendent hereby agrees to devote his time, skill, labor, and attention to said employment during the term of this Contract.

5. 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.
6. 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.
7. 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.
8. The Superintendent will accrue vacation leave time, as provided by Board policy, at an annual rate of twenty (25) working days. Accumulated vacation time will not exceed 30 days.
9. 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.
10. The Superintendent will provide the Board of Education with three months notice prior to accepting another position or retiring.
11. The Superintendent shall receive all fringe benefits as granted by the Board of Education, to administrative personnel.
12. The Superintendent shall be provided a car allowance of \$1,200 per month. This is similar to AAESA, KRESA and Lewis Cass ISD and covers all activities local, state and national events.
13. The Superintendent shall be entitled to the longevity schedule as other administrative employees.
14. The Superintendent shall be provided an annual tax-sheltered annuity as remuneration for services performed of \$15,000.
15. Accountability Clause: If the Superintendent receives a satisfactory evaluation from the Board of Education and at least six local school district superintendents', at the end of 2 years (June 30, 2013) then the Board will pay for one year of

retirement time from the Michigan Public Schools Retirement System as remuneration to stay with the organization.

16. The Superintendent agrees that he shall not be deemed to be granted continuing tenure in the office of Superintendent 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 may be 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.



Superintendent




Treasurer, Board of Education



President, Board of Education



Secretary Board of Education



*Vice-President, Board of
Education*



Trustee, Board of Education

June 6, 2012
Date