

## ADMINISTRATOR'S CONTRACT

**THIS AGREEMENT**, made this 29th day of August, 2011, by and between the Board of Education of the Gogebic-Ontonagon Intermediate School District of Michigan, hereinafter called "Board" and Bruce F. Mayle, Superintendent of Schools, hereinafter called "Administrator".

1. **CONTRACT PERIOD:** The Board agrees to employ the said Administrator who is certified and/or qualified to be Administrator of Schools in said District and State, for the term of 2 years from July 1, 2011, to and including June 30, 2013.

The Board shall annually, no later than March 1, issue an evaluative assessment of the Administrator's performance of his duties under this contract. On or before March 1 of each ensuing year the Board shall determine whether to extend the term of this contract of employment for an additional year. If the Board so determines to extend the contract, it shall adopt an express resolution to offer such extension, and an appropriate amended contract of employment shall be offered to the Administrator.

2. **DUTIES:** The Administrator agrees to perform the duties assigned by the Board and in accordance with the provisions of the laws of the State of Michigan.

Throughout the term of this contract, the Administrator shall be subject to discharge for good and just causes, and/or moral turpitude. The Board will not arbitrarily or capriciously call for his dismissal. The Administrator shall have the right to service of written charges, notice of hearing, and a fair hearing before the Board. If the Administrator chooses to be accompanied by legal counsel at the hearing, said legal expenses will be incurred by the Administrator.

3. **PROFESSIONAL LIABILITY:** The District agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against him in his individual or official capacity as agent and employee of the District, provided that the incident arose while the Superintendent was acting within the scope of his employment. The Board shall provide public liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgments not covered by insurance. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

4. **COMPENSATION:** For the 2011-2012 school year, the superintendent shall be paid at an annual salary rate of not less than \$110,618.00 for his performance of the duties and responsibilities of the position of which \$16,684.47 is to be paid as a base wage from July 1, 2011 through August 11th 2011 and \$93,934.53 is to be paid as a base wage from September 2, 2011 through June 30<sup>th</sup> 2012. For the 2012- 2013 school year, the superintendent shall be paid at an annual salary rate of \$112,830.36 for his performance of the duties and responsibilities of the position. Compensation for the 2013-2014 school year will be determined during the course of this contract, but will not be less than the total compensation for the 2012-2013 contract.

**TAX DEFERRED ANNUITY:** The Administrator may, under provisions of Section 403b of the U.S. Internal Revenue Code, participate in a tax deferred plan of his choice. The Superintendent shall receive in the first year of this contract a board paid tax deferred annuity in the amount of \$6,100.00. During the second year of this contract the Board will pay **\$6,700.00** into the administrators tax deferred annuity.

- 5. FRINGE BENEFITS:** Leave privileges, insurance and fringe benefits shall be as follows:
- (a) The Administrator shall be entitled to five (5) weeks vacation at a time mutually agreeable to both parties. Each week shall equal five (5) work days off. If a holiday falls within the period during which a vacation is taken, the vacation period shall be extended by the number of days during the vacation period which were holiday days.
  - (b) The Board will provide MESSA Choices II 10/20 drug card coverage for the entire family, \$500.00/\$1000.00 deductible with a (FSA). \$1000.00 for full family coverage or \$500.00 for a single person. In case the Administrator's coverage for hospital-medical insurance is duplicated by coverage held by their spouse, the Board shall not be required to provide the Administrator with such coverage.
  - \*\*\* During the second year of this contract the said administrator will pay 10% of the health care premium.
  - (c) The Board agrees to pay the Employers share of Michigan retirement costs and appropriate FICA for the Administrator.
  - (d) The Board agrees to pay no greater than the Northern Michigan University graduate credit rates to an employee for each semester hour of credit earned at a college or university when the credit(s) earned relate to his/her area(s) of employment responsibility and are graduate credit. The Administrator shall request approval of credits in advance. The Board will reimburse approved payment, upon receipt of a grade report or transcript upon completion of course. The Administrator agrees to reimburse the district for any course, if the Administrator should voluntarily terminate their contract within six (6) months of the completion of said course work. Prepayment may be authorized by the Board President.
  - (e) The Board agrees to provide the Administrator with an automobile for travel related to his job or to reimburse him at the IRS rate per mile for use of his private auto for travel related to his job.
  - (f) The Board agrees to pay for expenses related to attendance at meetings, workshops and conferences. Said attendance will be pre-approved by the Board of Education, or its designee.

- (g) The Administrator shall be granted 18 days sick leave, which sick leave may be accumulated to 180 days. Compensation for accumulated sick leave shall be paid for the Administrator only if the Administrator is separated from employment because of retirement or death; then such accumulated sick leave shall be payable to the Administrator at the rate of \$30 per day of accumulated leave. The Board may require, after three (3) continuous days of requested sick leave, a doctor's certificate or report specifying the reason for such absence and the ability of the Administrator to return to work.
  - (h) It is agreed that in addition to bona fide usage of sick leave purposes, the Administrator may use two (2) days of sick leave for his own personal business, and may also use three (3) sick leave days for emergency purposes upon the prior approval of the Board of Education. Approval by the Board may be granted by either the President or Secretary of the Board.
  - (i) **FUNERAL LEAVE:** The Administrator shall be allowed five (5) days as funeral leave days not to be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as follows: Mother, father, brother, sister, wife or husband, son or daughter, mother-in-law, father-in-law and grandparents. Administrator selected to be pallbearer for a deceased employee will be granted one (1) funeral leave day with pay to be deducted from sick leave.
  - (j) **JURY DUTY:** Should the Administrator be summoned to jury service, the Board shall pay the difference between jury pay and the Administrator's usual earnings, for all days served on jury duty.
  - (k) **HOLIDAYS:** The Administrator shall have the following days off work as paid holidays: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, the day before Christmas Day, Christmas Day and the day before New Year's Day.
6. **PERIOD OF SERVICE:** The Administrator shall be employed for a period of twelve (12) months.
7. **NONTENURE:** Tenure shall not be deemed to be granted the Administrator by virtue of this agreement.
8. **MUTUALITY OF CONTRACT:** The Administrator agrees to be bound by this contract, equally with the Board, and agrees that he will not commence employment elsewhere prior to the expiration of the then current fiscal year without the express approval of the Board.
9. **ATTENDANCE AT BOARD MEETINGS:** The Administrator shall attend all regular and special meetings of the Board of Education unless expressly excused from attending by the President or Secretary of the Board of Education.

**10. SPECIAL PROVISIONS:**

- (a) In the event the Board negotiates a Master Agreement with the Gogebic-Ontonagon Intermediate Education Association which places limitations on or grants additional benefits under Fringe Benefits listed in Paragraph 4, subparagraphs (b), (d), (e), (g), and (h), this contract shall be deemed to be amended to include any such limitations or additional benefits as though written into his contract.
  
- (b) Dental insurance: The Board will provide 100/90/90 with a \$2,000.00 annual maximum dental coverage for dental insurance.  
The Board will provide term life insurance with AD & D for each eligible employee in the amount of \$40,000. The Board shall choose the term life insurance carrier. Any Administrator within the system who does not choose to be covered by the provided hospitalization plan may apply the dollar (\$) amount of the single subscribers rate for other MESSA options or towards an annuity program.
  
- (c) Vision insurance: The Board will provide MESSA VSP-3 Plus Platinum Vision Insurance.
  
- (d) Early retirement incentive: The Superintendent is eligible for a Board-paid early retirement incentive. He shall receive \$18,000 payments spread over three (3) years as follows:
  - Year 1 . . . . . \$6,000
  - Year 2 . . . . . \$6,000
  - Year 3 . . . . . \$6,000

Payments shall be made as a lump sum in January of each year following retirement. The Board shall also pay any insurance costs incurred by the retiree through participation in the State of Michigan's insurance program for retirees until the latter is eligible for Medicare.

- (e) Said Administrator shall reimburse the District for personal use of the Gogebic-Ontonagon Intermediate School District vehicle. This will be calculated on a monthly basis utilizing the average price per gallon and miles per gallon for personal use. Payment will be on the 15<sup>th</sup> of the month for the previous months' miles driven for personal use.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this  
31<sup>ST</sup> day of August 2011.

GOGEBIC-ONTONAGON INTERMEDIATE SCHOOL DISTRICT

Bruce F. Mayle  
Bruce F. Mayle

BY: Ann Weirum  
Its President

BY: Edwin E. Martinson  
Its Secretary