

ADMINISTRATOR'S CONTRACT

THIS AGREEMENT, made this 1st day of July 2019, by and between the Board of Education of the Gogebic-Ontonagon Intermediate School District of Michigan, hereinafter called "Board" and Alan Tulppo, Superintendent of Gogebic-Ontonagon ISD, 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, from July 1, 2019, to and including June 30, 2021. **(Pending successful evaluation of the 2019-2020 school year)**

The Board shall review this contract with the Administrator, annually, by the March Board Meeting each year, before each ensuing year of the Two Year Contract to determine whether or not the said administrator will be retained at full time status to which the amounts in this contract are predicated on. Should the administrator be reduced from full time status, the compensation will be prorated to the level of employment for that year.

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.

That throughout the term of this contract the Administrator shall be subject to discharge for good and just causes, provided, however, that the Board does not arbitrarily or capriciously call for his dismissal and that 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 Administrator 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 Administrator was acting within the scope of his employment and excluding criminal litigation. The Board shall provide public liability insurance for the Administrator 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 Administrator against such demands, claims, suits, actions and legal proceedings.

4. **COMPENSATION:** The Board agrees to pay the Administrator the base rate sum of **\$110,000.00 as 12 month salary, for (2019-2020)** payable in bi-weekly installments, approximately equal in amount, to total the annual base rate sum specified herein. For the second year of this contract, the Board agrees to pay the Administrator the sum of **\$120,000.00 for a 12 month period. (2020-2021).** ***Pending successful evaluation of the 2019-2020 School year.***

(These amounts are for full time employment for the years specified).

Unused Vacation Pay:

Upon retirement any unused vacation pay will be paid out at the current daily rate of the administrator. Any carryover days from the previous year must be approved by the superintendent.

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. (In compliance with the ISD approved vendor list).

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 Health Care Coverage of : MESSA ABC Plan 1 coverage. for Health Care with an HSA full family coverage.
For Vision Coverage, the Board will provide VSP III Plus Platinum.
For Dental Coverage, the Board will provide Ultra-Dent Fully Funded Dental Plan Coverage from Delta Dental. If the Administrator does not choose to be covered by the provided hospitalization plan, he/she may apply the dollar (\$) amount of the single subscribers rate for other MESSA options or towards an annuity program.

(During this contract the said Administrator will pay 20% 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 reimburse for pre-approved mileage related to his/her job at the IRS rate. **(A vehicle may be provided for said administrator use for job related activity.) If a vehicle is provided, any personal mileage will be reimbursed at the Actual use rate to the GOISD.**

- (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 per year**, 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/Beneficiary at the rate of \$50.00 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. **NON TENURE:** 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. Additional Benefits:

- (a) The Board will provide term life insurance with AD & D for each eligible employee in the amount of \$40,000.00. The Board shall choose the term life insurance carrier.

- (b) Early retirement incentive: The Superintendent is eligible for a Board-paid early retirement incentive after serving 10 years with the district. He/She shall receive \$18,000 total in 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. (This amount shall be prorated for part-time Administrators) (Retirement in the State MIPSERS system immediately upon leaving employment of the GOISD is the only way to qualify for this benefit).

Grant Related Compensation:

The administrator will be compensated additionally for any grant related compensation to which the administrator is directly written into and covered by the individual grant award. This will be added to the base compensation of this contract for the additional responsibilities associated with each individual grant and the grant cycle should said grant be for a multiyear period. Should the grant revenue discontinue the administrator will revert to the base compensation amount, holding the GOISD harmless for the additional compensation. This additional compensation will be calculated into the administrator's total compensation at the beginning of each grant award to be spread over the grant cycle coinciding with the base compensation rate for that specific year.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this
17th day of April 2019.

GOGEBIC-ONTONAGON INTERMEDIATE SCHOOL DISTRICT

Alan P. Tulppo BY:
Alan Tulppo

Its President [Signature]

BY:

Its Secretary Devin E. Martinson