

**EMPLOYMENT AGREEMENT  
BETWEEN MARK JOHNSON  
AND THE BOARD OF EDUCATION  
OF THE BESSEMER AREA SCHOOL DISTRICT  
September 1, 2011 - June 30, 2012**

This Contract of Employment constitutes an agreement by and between the Board of Education of the Bessemer Area School District (subsequently referred to as "Board of Education", "Board" or "School District") and Mark Johnson, as Secondary School Principal and District Administrator (subsequently referred to as "Administrator"). The terms of the Contract for the 2011-2012 year are provided below:

1. **TERM:** The Administrator is employed for the period from the 1<sup>st</sup> day of September, 2011, through the 30<sup>th</sup> day of June, 2012, subject to extensions, non-renewal and discharge as provided in the Contract.

2. **CERTIFICATION:** The Administrator shall furnish and maintain for the duration of this Contract in the Central Administrative Office of the School District sufficient certification as required by law and by administrative rules of the Michigan Department of Education for the position of Secondary School Principal or for such other position to which he is assigned by the Board. Failure to maintain and keep current all required certification shall be sufficient cause for discharge.

3. **DUTIES:** The Administrator agrees to serve the School District and to faithfully perform the duties of District Administrator, as designated by the Board, in a competent and professional manner in compliance with the laws, rules and regulations applicable to the School District and in compliance with the policies, regulations, and practices of the Board of Education.

4. **EVALUATION:** At least annually, and no later than the 15<sup>th</sup> day of April each year during the term of this Contract, the performance of the Administrator will be evaluated and reviewed by the Board. A copy of these evaluations shall be given to the Administrator with the right to add written comments. Any comments added by the Administrator shall become a permanent part of the evaluations. If said evaluations shall be less than an overall determination of satisfactory, the Administrator shall be duly notified and a conference held with the Board. The Administrator shall be given a reasonable opportunity to correct and improve upon such deficiencies or areas of insufficiency as shall then exist, if these areas do not rise to the level of a blatant malfeasance or a gross misfeasance of expected conduct or of expected professional standards in the considered judgment of the Board. In the event the Administrator is not notified of an unsatisfactory evaluation by the 15<sup>th</sup> day of April, there shall be a rebuttable presumption that the Administrator's performance has been at least satisfactory overall.

5. **EXTENSION:** This Agreement may be extended by mutual agreement in a document executed by the parties. Additionally, pursuant to the Revised School Code, this Agreement shall be considered to have been renewed for an additional year if the Board does not take official action determining whether this Agreement is extended for an additional year and notify the Administrator of its action in writing by April 30, 2012.

6. **TENURE EXCLUSION:** The above-named person shall not acquire tenure as an Administrator in the position of District Administrator or in any other administrative position, in any non-classroom position, or in any other non-teaching position to which he may be assigned.

7. **COMPENSATION:** The Board agrees to pay the Administrator at the rate of **Eighty-Five Thousand (\$85,000.00)**, for the 2011-2012 Contract Year.

The Board of Education retains the right to adjust the salary during any extension of this Contract, but an adjustment shall not reduce the annual salary below the figure specified in this section without the mutual agreement of both parties to this Contract.

8. **INSURANCE BENEFITS:** During the term of this Contract, the District shall cap the District's health insurance contribution to the Administrator at an amount not to exceed \$12,000.00 per year or \$1,000.00 per month. The Administrator may elect to continue present health insurance coverage or may elect to locate other health insurance on his own behalf.

The School District will provide and pay in full the PAK B plan for the Administrator which includes vision, dental, and life insurance policies.

The School District shall not be required to remit premiums for any insurance coverages for the Administrator and his eligible dependent(s) if enrollment or coverage is denied by the insurance company/underwriter/carrier, policyholder or third-party administrator.

The Administrator shall also be provided the sum of Fifty Dollars (\$50.00) per month to be allocated toward any or all the following benefits of his choice as elected in writing, with the additional cost to obtain or maintain any of the benefits listed above by the Administrator:

- A. Supplemental Life Insurance
- B. MESSA Short-Term Disability
- C. MESSA Long-Term Disability

9. **SICK LEAVE:** Twelve (12) days for each year of the Contract to be accumulated up to 132 days. In lieu of any retirement incentive, the Administrator shall be reimbursed for unused, accumulated sick days at the rate of One Hundred Dollars (\$100.00) per banked day upon the termination of his employment, unless such termination shall be for cause, and in such event, the rate shall be 1/2 of this amount.

10. **FUNERAL LEAVE:** The Administrator shall be entitled to receive up to five (5) days leave with pay per year due to the death of a member of his immediate family. For the purpose this provision, the term "immediate family" shall mean spouse, children, parents, father-in-law, mother-in-law, siblings, grandchildren, brothers or sister-in-laws, sons-or-daughters-in-laws.

11. **HOLIDAYS OR VACATIONS:** The Administrator shall receive the following holidays: New Year's Day, Good Friday or Easter Monday (depending on Easter vacation), Memorial Day observed, Fourth of July, Labor Day, Thanksgiving Day, the Friday immediately after Thanksgiving, Christmas Eve and Christmas Day. If a holiday falls on a Saturday, the vacation day shall be taken on the immediately preceding Friday. If the holiday falls on a Sunday, the vacation day shall be taken on the immediately following Monday.

The Administrator shall receive Twenty-Five (25) days as vacation time for each year of the Contract. It is understood this time shall be not be used during the academic year. The Administrator shall obtain prior approval of and coordinate the actual time of absence with the Board or its designee so that the Administrator's absence shall not unduly present any difficulties for the School District. Unused vacation time shall be lost, unless the Board specifically requests or authorizes the Administrator not to exercise his vacation rights during any period that school is not in session or unless the Board has otherwise authorized non-use and accrual at the request of the Administrator. In the event the Administrator does not use all of the allotted time, the Administrator may be compensated for up to five (5) unused vacation days annually, at that year's daily rate, and/or accrue up to five (5) unused days annually, to be added to the vacation time authorized for the next contract year, with the maximum allowable accrued vacation days capped at fifteen (15). The Administrator also has the option of being compensated for up to ten (10) unused vacation days, however, the value of five (5) days must be sent to an annuity. The Administrator will be compensated for all accrued vacation days at the time that they accrue to the amount of fifteen (15) and/or at the time of his resignation from the District, whichever applies.

If current Contract Year's vacation days are all used and the Contract Year is not fulfilled, Administrator will repay the days at a pro-rated rate at his current daily rate.

12. **PERSONAL DAYS:** The Administrator shall receive five (5) personal days for each year of the Contract.

13. **MILEAGE:** The District will not reimburse the Administrator for any mileage incurred.

14. **PROFESSIONAL DEVELOPMENT:** The Administrator shall attend appropriate educational training at his own expense.

15. **BREACH:** In the event of a breach on the part of either party to this Contract, nothing contained in this Contract shall be construed to render the obligation of either party null or void.

16. **CONTRACT TERMINATION:** The Administrator shall be subject to discharge for good and just cause, but the Board shall not arbitrarily and capriciously discharge 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 reasonable notice in writing. The Board may provide in the notice that, effective at the time of receipt of written notice of charges, the Administrator shall be suspended with pay from his duties and responsibilities until the conclusion of the hearing. 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.

17. **COOPERATION:** The Board and the Administrator will work together for the mutual benefit of the School District.

18. **OPT-OUT CLAUSE:** It is agreed that the Board/Board President will meet with the Administrator before May 1<sup>st</sup> to discuss the position of "District Administrator". At which time if either party decides that a change in the current alignment is deemed necessary, the Board/Board President and Administrator will agree on the best course of action.

19. **BONUS:** In the event the Administrator write grants bringing the District a total of \$40,000 or more in any of the first two years of the Administrator's employment, he will be awarded a salary bonus of 2.5% of the grant. Such payment award to be issued within 90 days following formal notification of grant having been award to the District.

**ON BEHALF OF THE BESSEMER BOARD OF EDUCATION**

By: \_\_\_\_\_  
TIMOTHY J. FRANCE – President

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
SHERI GRAHAM – Secretary

Dated: \_\_\_\_\_

**ADMINISTRATOR**

By: \_\_\_\_\_  
MARK JOHNSON - Administrator

Dated: \_\_\_\_\_

11-12:0180 It was moved by Osier, supported by McDonald, to approve the Cooperative Athletic Agreement for fall 2012 sports with Ironwood and Wakefield-Marenisco for boys and girls cross country and girls tennis.

Roll Call: 6 Ayes 0 Nays 1 Absent Motion Carried.

11-12:0181 It was moved by Berg, supported by Lillie, to approve the Resolution Extending Officer Terms that expire in odd years be extended to even year and terms start in January.

Roll Call: 6 Ayes 0 Nays 1 Absent Motion Carried.

11-12:0182 It was moved by Graham, supported by Osier, to approve the tentative agreement with Mark Johnson, District Administrator, for two years – expires 6-30-2014 – with no increase in salary; sick days accumulation increased to 150 days and the

value raised to \$150 per unused day upon retirement or death or \$75 for all other reasons and increase the number of vacation days that Mr. Johnson may cash in to 10 from 5.

Roll Call: 6 Ayes 0 Nays 1 Absent Motion Carried.

11-12:0183 It was moved by McDonald, supported by Lillie, to approve the tentative agreement with Christine Bergquist, Business Manager, for one year – expires 6-30-2013 – with a 5% decrease in salary and Chris paying the required amount as set by board resolution for her health insurance.

Roll Call: 6 Ayes 0 Nays 1 Absent Motion Carried.

11-12:0184 It was moved by McDonald, supported by Osier, to approve the tentative agreement with AFSCME Support Staff for the term of July 1, 2012- June 30 2014, as presented.

Roll Call: 6 Ayes 0 Nays 1 Absent Motion Carried.

11-12:0185 It was moved by Graham, supported by McDonald, to leave the existing Board Committee assignments as they are currently until January.

Roll Call: 6 Ayes 0 Nays 1 Absent Motion Carried.

11-12:0186 It was moved by Osier, supported by McDonald, to approve the schedule of the Regular School Board Meetings of the Bessemer Board of Education, as presented, with the meetings to begin at 6:00 p.m. in the A.D. Johnston Jr./Sr. High School Media Center on the fourth Monday of each month.

Roll Call: 6 Ayes 0 Nays 1 Absent Motion Carried.

