

**Mio AuSable Schools
Superintendent / Middle School / High School Principal
Administrator Contract**

THIS CONTRACT OF EMPLOYMENT, entered into this 8th day of June, 2015 by and between the Board of Education of the Mio AuSable Schools, Oscoda County, State of Michigan, (hereinafter termed the Board), and James A. Gendernalik (hereinafter termed the Administrator).

WITNESSETH:

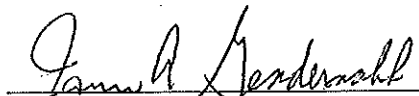
1. The Board agrees to employ the Administrator as its **SUPERINTENDENT OF SCHOOLS / MS/HS PRINCIPAL** for the term of three (3) school / fiscal years, 2015-2016, 2016-2017 and 2017-2018 commencing July 1, 2015 and terminating June 30, 2018.
2. The Administrator agrees to serve for fifty two (52) weeks each fiscal year, and to faithfully perform, in a competent and professional manner, the duties of this position subject to the policies and regulations of the Board of Education, and other regulations, duties and requirements imposed by applicable statutes of the State of Michigan.
3. The Administrator represents that he holds and will continue to hold all certificates, credentials, and other qualifications required by law and by the school district to accept this position.
4. The Board agrees to pay the Administrator the salary of \$98,889.98 for the first contract year, 2015-2016. Annual salary shall be paid in twenty-six (26) equal installments. Total compensation based on: Principal duties: \$84,489.98; Superintendent duties: \$14,400.00. This contract shall be reopened for consideration by either party at or before the June Board meeting of each year. At that time, the Board shall review this contract for renewal and extension for an additional three-year period.
5. Longevity to be paid after ten (10) consecutive years of service with Mio AuSable Schools. Longevity payment shall be based on same scale as teacher longevity. For the 2015-2016 year; additional 0.76% of the BA Base for each year of service beyond 10 years shall be paid to administrator.
6. In the event of non-renewal, the Board shall have given notice to the Administrator at least sixty (60) days prior to expiration of contract, with thirty (30) days advance notice of such written notice (1976, Act 451; 1977, Act 43; 1979, Act 183 and subsequent, applicable laws), in which case reasons for non-renewal shall be given in writing and a hearing provided if requested. In the event of such a hearing, each party to this contract may be represented by legal counsel.
7. The Board shall be entitled to terminate the Administrator from employment at any time during the term of this contract for acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetence, inefficiency, or if Administrator materially breaches the terms and conditions of this contract. 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 of Education. In the event that the Board undertakes to dismiss Superintendent during the term of this contract, she 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.
8. It is mutually understood and agreed that this contract does not confer tenure upon the Administrator in the above-described position or any other administrative or supervisory position in the district.
9. The Administrator shall be subject to re-assignment and transfer at the discretion of the Board during the length of this contract. However, the Administrator shall be afforded the terms of this contract until the contract has been consummated.
10. Administrator will earn seniority in the district as per N.M.E.A. /M.E.A. /N.E.A. contract.
11. Annually the Administrator shall receive the following fringe benefits:
 - a. Fifteen (15) sick leave days annually, accumulative to 120 days. Employee will have the option of receiving maximum amount of annual unused sick days at the end of each fiscal year. This may be in the form of cash payout or deposited directly to TSA at a rate of .15% of annual salary.
 - b. Funeral leave: as needed.
 - c. Four (4) personal business days, non-accumulative, for the conduct of personal business which cannot be handled outside of working hours; subject to prior approval.

- d. Full family medical insurance; policy and carrier subject to approval by the Board.
 - e. Full family dental / vision insurance; policy and carrier subject to approval by the Board.
 - f. Board paid long-term disability insurance.
 - g. Payment of school related and professional expenses.
 - h. Mileage incurred on behalf of school business at the prevailing Board approved rate.
 - i. National conference attendance, annually, subject to district finances and prior Board approval.
 - j. Term life insurance and AD&D coverage in the amount of \$200,000 each.
 - k. Upon retirement, resignation or permanent layoff (does not include Board dismissal); accumulated sick leave shall be paid at the rate of 50% of per diem rate.
 - l. Executive physical exam annually.
 - m. The Board shall provide the Superintendent with twenty (20) vacation days; vacation days may continue to accrue / carry over from year to year. Upon retirement, layoff, termination, resignation – superintendent shall be compensated for full amount of vacation time accrued – up to maximum of 40 days.
 - n. Option of receiving pay equivalent up to fifteen (15) vacation days each fiscal year in lieu of taking vacation.
 - o. Paid legal holidays.
 - p. If Board paid health insurance not selected; may receive cash-in-lieu payment of \$3,000.00.
 - q. \$1000 annual tuition/fees/books reimbursement; with leave penalty proportionate to contract years/days worked.
11. The Board and the Administrator will have an informal, meeting, closed (if requested by the Administrator) to evaluate the Administrator's job performance. The first evaluation shall be after six (6) months of the beginning of employment, and thereafter once a year.
12. The Board of Education agrees, as a further condition of this employment contract, that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his capacity as agent and employee of the Board of Education, provided the incident arose while the Superintendent was acting within the scope of her employment.
13. The administrator's residence shall be in conformity with PA 212 of 1999.
14. The Board shall reimburse the Administrator for fees paid at the time of renewal only, of his administrative certification.

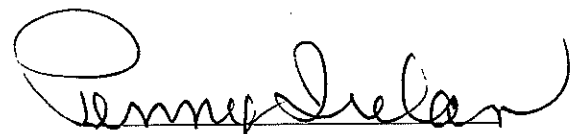
IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 8th day of June, 2015 .

MIO AUSABLE SCHOOLS
Oscoda County, Michigan

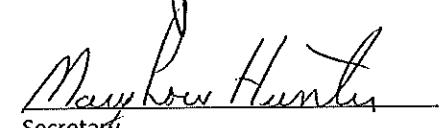
For the Board of Education



Superintendent / MS/HS Principal



President



Secretary

Mio AuSable Schools

Addendum to Administrator Contract

Superintendent/Middle School / High School Principal


This addendum to the administrator contract (initially executed June 8, 2015) hereby renews for an additional three-year period of July 1, 2016 through June 30, 2019, the contract of James A. Gendernalik. Said addendum shall be affixed to and become a part of the initial contract.

It is noted that salary and/or benefit provisions for this addendum shall be not less than those contained in the contract dated June 8, 2015. Upon subsequent determination and agreement by the parties of changes in salary and/or benefit provisions, a new contract for the period July 1, 2016 through June 30, 2019 shall be issued.


Approved by the Board of Education at its regular meeting on June 20, 2016.

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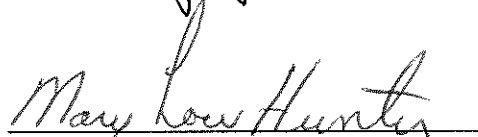
For the Board of Education



Administrator



President



Secretary