

# **ONTONAGON AREA SCHOOL DISTRICT**

## **ADMINISTRATIVE CONTRACT**

### **SUPERINTENDENT / PRINCIPAL**

This agreement is between the ONTONAGON AREA SCHOOL DISTRICT BOARD OF EDUCATION (subsequently "BOARD") and JIM BOBULA, (subsequently "ADMINISTRATOR"). The parties agree to the following:

1. **CONTRACT PERIOD:** The Board agrees to employ the Administrator as its SUPERINTENDENT/ PRINCIPAL or such other capacity to which he/she may be assigned by the Board in its discretion for the term of one year from July 1, 2016, through and including June 30, 2017. On or before March 31, 2017, the Board agrees to take official action to determine whether the contract shall be extended for an additional year, and if so, on what terms. If the Board, on or before March 31, 2017, takes no formal action the contract shall be deemed as renewable for the next fiscal year

2. **DUTIES:** The Administrator shall meet all applicable Michigan requirements and all the qualifications established by the Board of Education for his/her position. The Administrator will continue to satisfy all requirements, e.g., professional development, continuing education units and certification, teacher certification and qualifications for his/her position assigned by the Board, including, but not limited to, those required by the Revised School Code and applicable rules and regulations, and maintain evidence of such compliance at the Board's central office. The Administrator agrees to perform the duties of SUPERINTENDENT/ K-12 PRINCIPAL or such other position to which he/she may be assigned in a competent and professional manner in compliance with the laws applicable to the School District and the policies and regulations adopted by the Board of Education.

The Board shall annually evaluate the Administrator's job performance in writing.

3. **COMPENSATION:** The Board agrees to pay the Administrator the sum determined by multiplying the amount shown in the highest step of the MA/MS teacher contract of the previous year by 1.433 as salary, payable in bi-weekly installments, approximately equal in amount, to the total annual salary.

4. **FRINGE BENEFITS:** Leave privileges, insurance and fringe benefits shall be as follows:

A1. The Administrators' benefit package (health, dental, vision and life insurance) will be as follows: MESSA ABC1 Plan, \$1300-\$2600 deductible with Health Savings Account, Delta Dental 100:75/75/75-\$1300, VSP-3 Vision, \$20,000 AD&D Life. Per PA 152, employee will co-pay medical premium over the hard cap limit.

A2. Under the Board's Section 125 Cafeteria Plan, the Administrator may elect to receive cash in lieu of the above benefits or of utilizing a salary reduction plan to maintain a tax deferred status. The cash value of the option in lieu of the above benefits shall be limited to or equal to the annual cost of the MESSA CHOICES II single subscriber rate.

A3. The Board shall provide to the Administrator a long-term income policy for sickness and accident payable to age 65, provided through MASB-SET (option B) Insurance and based on maximum available with current annual salary.

A4. The Board further agrees that the Administrator shall be given coverage under the travel insurance policy the Board presently has in existence covering the Board and its Administrators for travel on business.

A5. The Board also agrees to indemnify the Administrator against all lawsuits, both civil and criminal, that may be brought against the Administrator in connection with the performance of his job duties, as a result of carrying out the function of his office, and/or employment with the District for the duration of his employment and to include any suits that may be brought following the Administrator's service with the District where such suit concerns the Administrator's period of service.

B. Paid Leave -- The above named employee shall be entitled to FIVE (5) weeks vacation during the current contract year at a time mutually agreeable to both parties. A week shall equal five (5) working days. 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 that were holiday days. The Administrator shall notify either the President or the Secretary of the Board of his/her intention to use vacation days.

The Administrator shall have the following days off work as paid holidays: New Year's Day and one adjacent day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and day after, Christmas Day and one adjacent day.

The Administrator shall be granted thirteen (13) sick days per year, which sick leave may be accumulated to one-hundred eighty (180) days. Compensation for accumulated sick leave shall be paid to the employee if he/she is separated from employment because of voluntary termination, retirement, or death at the rate of \$35.00 per day of accumulated leave.

It is agreed that in addition to bona fide usage for sick leave purposes, the Administrator may utilize three (3) sick leave days for emergency purposes, deductible from sick leave, and two (2) personal leave days, non-accumulative and not deductible from sick leave, upon the prior notification to the President or the Secretary of the Board.

The Administrator shall be allowed five (5) working days as funeral leave days not to be deducted from sick leave for a death in the immediate family of the Administrator or his/her spouse. 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. Three (3) days shall be granted for grandchildren, daughter-in-law, and son-in-law, brother-in-law, sister-in-law, aunt or uncle. Additional leave may be granted, deducted from sick leave, if approved by the Administration in individual cases. Any employee selected to be a pallbearer for a deceased employee will be allowed one (1) funeral leave day with pay, to be deducted from sick leave.

If the Administrator is summoned for jury duty, the Board shall pay the difference between jury pay and his/her usual earnings, for all days served on jury duty.

A. An Administrator with ten or more years of service to Ontonagon Area Schools elects to retire and such Administrator complies with the balance of this Article, the Board shall provide to that Administrator a payment of \$20,000 spread over a three (3) year period in equivalent sums. The payment shall be in January of each year following retirement and must be placed in a 403b plan as provided for.

- B. This retirement incentive shall only be available when the Administrator is first eligible for Michigan Public School Employees' retirement without penalty, or eligible to retire with penalty at the Administrator's option.
- C. Administrators wishing to retire and qualify for the Retirement Incentive must submit a resignation from the District by March 1, which will be effective at the end of the school year. Said resignations will become irrevocable seven calendar days following receipt by the District as per the Age Discrimination in Employment Act (ADEA).
- D. In the event of the death of the retiree, any unpaid sums shall be paid to the retiree's designated beneficiary.
- E. Previously purchased service credit shall not be used to determine eligibility, but may be used at the Administrator's option to retire at an earlier date.
- F. Individual agreements related to the Administrator's retirement day may be mutually arranged between the Administrator and the Board.
- G. An Administrator whose employment contract has been terminated shall not be eligible for the incentive as provided for above.

5. PERIOD OF SERVICES: The Administrator shall be employed for twelve months each year.

6. NON-TENURE: The parties agree that this contract does not confer tenure upon the Administrator as SUPERINTENDENT / K-12 PRINCIPAL, or in any other Administrative capacity or in any non-teaching capacity. Tenure as a teacher, if applicable, shall be governed by the provisions of the Teachers' Tenure Law.

7. ANNUITY PROGRAM: Upon request of the above named employee, the Board shall withhold from his/her salary and transfer such sums as he/she shall designate to a tax deferred annuity program of the employee's own choosing.

8. EDUCATION REIMBURSEMENT: The Board shall reimburse the Administrator for graduate study beyond the Bachelor's Degree while in the employ of the Board, the actual cost of tuition not to exceed the higher of the NMU or MTU rate per credit hour, excluding the first eighteen (18) hours after the Bachelor's Degree, provided such course of study is related to the Administrator's current position with the School District and is approved in advance in writing by the Superintendent. Credit equals one semester hour (quarter or one-half hour will be prorated). If tuition and/or expenses for a course are paid fully or in part by an outside source, such amount shall be deducted from this reimbursement payment.

9. DISMISSAL: The Administrator is subject to dismissal by the Board at any time during the term of this contract for conduct involving fraud, dishonesty, misrepresentation, moral turpitude, misconduct, insubordination, incompetency, inefficiency, or if the Administrator materially breaches the terms and conditions of this contract.

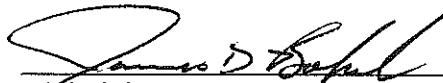
The foregoing standards for termination of this contract during its term shall not be applicable to non-renewal of this contract at the expiration of its term, which decision is discretionary with the Board and subject to the procedures provided in the Revised School Code.

In the event that the Board undertakes to dismiss the Administrator during the term of this contract, he shall be entitled to written notice of the charges and an opportunity for a hearing before the Board. At such hearing, the Administrator may have legal counsel at his own expense. 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 under this contract.

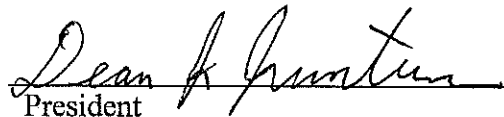
10. MUTUALITY OF CONTRACT: The Administrator agrees to be bound by this contract, equally with the Board, and agrees that he/she will not seek employment elsewhere to commence prior to the expiration of the term of this agreement, without express approval of the Board.

11. ATTENDANCE AT BOARD MEETINGS: The Administrator shall attend all regular and special meetings of the Board of Education unless expressly excused by the Board President or Board Secretary.

IN WITNESS WHEREOF, the parties here have hereunder set their hands and seals this 20th day of June, 2016, covering the period specified in paragraph one of the contract.

  
\_\_\_\_\_  
Administrator

ONTONAGON AREA SCHOOL DISTRICT  
BOARD OF EDUCATION

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary