

TUSCOLA INTERMEDIATE SCHOOL DISTRICT ADMINISTRATIVE CONTRACT

This agreement, entered into this 17TH day of May, 2010, between the TUSCOLA INTERMEDIATE SCHOOL DISTRICT BOARD OF EDUCATION, hereinafter called "Board" and EUGENE PIERCE, Assistant Superintendent for Career/Technical Education, hereinafter called "Administrator,"

WITNESSETH:

1. The Board agrees to employ the Administrator for the term of two (2) years from July 1, 2010, to and including June 30, 2012.
2. The Board shall review this contract with the administrator annually, and shall, on or before March 1 of each ensuing year, take official action determining whether or not it is extended for an additional year and notify the administrator of its action in writing. The Board agrees that notice of non-renewal of this contract may only be given for just and reasonable cause. If no action is taken by the Board, the contract shall be deemed to have been renewed for an additional year.
3. The above-named Administrator represents that he/she holds and will continue to hold all certificates and credentials required by law and by the Board to accept this administrative position.
4. The Administrator agrees to perform his/her duties in a competent and professional manner subject to the established policies and regulations of the Board of Education and the laws of the state of Michigan.
5. The Administrator will be allowed to attend one national conference per year appropriate to his/her discipline, if budget permits.
6. **WAGES:** For the 2010-11 school year, the Board agrees to pay the Administrator
 - an annual base wage of \$109,780, and
 - an additional compensation of \$3,600 for local travel within the District (\$300 monthly allowance).For the 2011-12 school year, the Board agrees to pay the Administrator
 - an annual base wage of \$110,329, and
 - an additional compensation of \$3,600 for local travel within the District (\$300 monthly allowance).

Said sums shall be paid in equal installments on every other Friday.

7. Insurance benefits shall be as listed in "Addendum A" of this contract. Leave privileges shall be as listed in "Addendum B" of this contract. Actual expenses which are incurred in the line of work and car mileage equal to that which the IRS uses will be reimbursed by the Board.
8. In light of the unique nature of the professional duties of said Administrator, the Board shall provide, at no expense to the Administrator, legal counsel and representation to the Administrator in any legal action brought against the Administrator and will hold the Administrator harmless or insure the Administrator adequately against all liability that results from the Administrator's performance in the course and scope of this administrative employment.

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9. In accordance with P.A. 419 of the Public Acts of 2004, Section 634(7), the Board of Education prohibits the school administrator from engaging in conduct involving moral turpitude. If convicted of a crime of moral turpitude, this Contract shall terminate.
10. 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 position in this district.
11. This contract shall not preclude the Board from laying off the Administrator in the event a financial shortfall or student decline required the reduction of the administrative staff.
12. The Administrator shall be employed to work for a period of 240 days during the 2010-11 and 2011-12 school years of which 20 can be used as unscheduled workdays. The workdays shall be established by the superintendent or his/her designee. Workdays may be reduced as provided in the Leave Time Policy ("Addendum B") of this contract.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this 17th day of May, 2010.

WITNESS:

ADMINISTRATOR

TUSCOLA INTERMEDIATE SCHOOL DISTRICT
BOARD OF EDUCATION

Administrator

President

Vice President

Secretary

Treasurer

Trustee

"ADDENDUM A" - LEAVE PRIVILEGES, INSURANCE, AND FRINGE BENEFITS:

A flexible benefit plan is available in lieu of some of the fringe benefits at the option of the administrator.

- 1) HEALTH INSURANCE - Flexible Blue 2 Plan (HSA-Health Savings Account) - Full Family - Fully paid by the Board - or equivalent.
- 2) DENTAL INSURANCE -MASB/SET Ultra Dent - Full Family - Fully paid by the Board - or equivalent
- 3) VISION INSURANCE - MASB/SET Ultra Vision - Basic x 4 - Full Family - Fully paid by the Board - or equivalent
- 4) DISABILITY INSURANCE - SET/SEG or equivalent - See page 4
- 5) GROUP TERM LIFE INSURANCE -MASB/SET - Twice Administrator's current year's base wage to a maximum of \$ 150,000
- 6) RETIREMENT LIFE INSURANCE RIDER - Upon retirement, Administrator is able to pick up 50% of appropriate life insurance available as he/she pays the necessary premium (one year in advance).

"ADDENDUM B" - LEAVE TIME POLICY:

- A. Each Administrator shall have at his/her disposal fourteen (14) days of leave (1 day for 17 days compensated for). The unused days shall accumulate from year to year without limitation. The leave may be taken for the following reasons:
- 1) Personal illness or disability
 - 2) Serious illness in the immediate family*
 - 3) Funerals - other than immediate family*
 - 4) Personal business days (exempt from specific approval) as follows:
 - 2 days for those with contracts less than 140 days
 - 3 days for those with contracts from 140 to 198 days
 - 4 days for those with contracts from 199 to 229 days
 - 5 days for those with contracts of 230 or more days
 - 5) Other days by specific approval
- B. Other days with pay that are not chargeable against the sick leave allocation are:
- 1) Funeral leave - death in the immediate family* - up to 5 days, if needed.
 - 2) Jury duty and/or court appearance and/or subpoena appearances
 - 3) Five (5) personal business days are provided, annually. These days will not be accumulative. (3+2 additional days beginning 7/1/07)

* - Immediate family is interpreted to mean: Husband, wife, children, mother, father, brother, sister, grandchildren, grandparents, mother-in-law, and father-in-law.

C. Miscellaneous provisions:

- 1) Upon retirement, the Administrator shall receive payment for unused accumulated sick days (up to 120 days) at one-half his/her current base wage, provided that days for which the Administrator has received LTD (if any) be subtracted from the accumulation.
- 2) In case of death, unused sick leave, up to a maximum of 120 days, shall be paid in a lump sum to the survivor with days for which the Administrator has received LTD (if any) subtracted from the accumulation.
- 3) Each Administrator will be covered by LTD insurance with a 60 calendar day qualifying period - 66 2/3% of base wage for monthly benefits to a maximum of \$5,000 per month.
- 4) Coordination of benefits - when an Administrator is eligible for LTD insurance benefits, he/she can no longer continue to receive sick leave benefits.