

MILLINGTON COMMUNITY SCHOOLS
ADMINISTRATOR'S CONTRACT OF EMPLOYMENT

THIS AGREEMENT, entered into this 1st day of July 2012, between the Millington Board of Education, hereinafter called "Board" and Robert T. Berlin, hereinafter called "Administrator."

1. The board agrees to employ the Administrator as Superintendent / Chief Financial Officer of its schools for a term of two (3) years, zero (0) months and zero (0) days from July 01, 2012 to and including June 30, 2015. The Administrator shall be employed to work 260 days for a period of fifty-two (52) weeks each fiscal year (i.e. July 1-June 30).

The Administrator hereby accepts said employment for said terms and represents to the Board that the Administrator is qualified under the laws of the State of Michigan to act as Superintendent. The Administrator shall devote his full time and efforts to fulfilling the requirements of said position. The Administrator agrees during the period of this Agreement to perform competently and efficiently the duties of the position as prescribed by the Board and the laws of the State of Michigan and to faithfully observe and implement the policies adopted under the rules, regulation and directives issued by the Board for the governance of the District and implementations of its educational program. The Board agrees to indemnify the administrator against any claims by third parties arising from conduct of the administrator under this agreement. The Administrator shall be subject to discharge for good and just cause only, but the Board shall not arbitrarily and capriciously dismiss him. No charges shall be effective until written charges have been served upon him, and he has an opportunity for a fair hearing before the Board after ten (10) days notice in writing. Said hearing shall be public or private at the option of the Superintendent. At such hearing, he may have legal counsel at his expense. All terms and conditions of this contract including pay and benefits cease effective immediately upon termination, resignation, or retirement. Notwithstanding the duration of this contract, pay and benefits shall be prorated as of the date of separation.

2. The Board agrees to pay the Administrator for the Administrator's services during each of said contract years in equal bi-weekly installments. The Administrator's annual salary for the period of July 01, 2012 to June 30, 2013 is **\$100,000**. Salary adjustments may thereafter be implemented pursuant to Paragraph 6 of this contract and amended in writing pursuant to Paragraph 8 of this contract.
3. The employee shall actively work 260 days per year, less ten (10) paid holidays. (Ten paid holidays: Independence Day, Labor Day, Thanksgiving (2), Christmas Eve Day, Christmas Day, New Years Eve, New Years Day, Good Friday – or other mutually agreed upon day, Memorial Day.) The school district agrees to grant the employee 25 days paid vacation time per school year. The board will pay the employee at his daily per diem rate based on 260 work days, for any unused vacation days at the end of each school year. Any unused vacation days at the end of the school year will not be accrued.
4. The school district agrees to grant the employee the following fringe benefits:
 - a. The Board will make the premium contribution up to 90% of the monthly premium per month for the Administrator and his family for health care benefits. The remaining 10% will be contributed by the Administrator through payroll deduction.
 - b. The Board will provide the Administrator and his/her family with dental benefits.
 - c. The Board will provide the Administrator and his/her family with vision benefits.
 - d. The Board will provide the Administrator a life insurance policy with a face value not to exceed two times the employee's contractual salary.

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- e. The Board will provide long term disability benefits with the following provisions:
 - i. Begin at three months after onset
 - ii. 66 2/3% of the normal monthly earnings to a maximum monthly benefit amount of \$5,000.
 - f. The employee shall be granted twenty (20) days leave per year for sickness and disability to self and/or family, accumulated to 150 days. Five (5) of these days each year can be used for personal business. The employee shall be allowed the option of payment at the per diem rate for any unused sick days up to a maximum of ten (10) and ten (10) at fifty dollars \$50.00 per day which accrue during the current year. The employee shall be paid fifty dollars (\$50.00) per day for any unused sick leave upon termination of service.
 - g. Bereavement: Up to three (3) days not charged against sick leave will be allowed for any immediate family bereavement. Immediate family shall be interpreted to mean spouse, parents, brother, sister, children, all-in-laws, grandparents or grandchildren, step children and step parents. Any additional days shall be mutually agreed upon by the Administrator and the board.
 - h. He/She shall have the reasonable membership dues for the professional association related to his/her position paid by the board (region, state, national).
 - i. The employee shall receive an additional eight (8%) percent of current salary each year for fringe benefits as determined by the employee to purchase additional insurance coverage, contribute to an annuity program (through board approved companies) or for the purchase of MPSERS generic years, military time or other time available to the Administrator through the retirement system.
 - j. He/She shall be reimbursed in full for tuition and fees for course work satisfactorily completed on an accredited State of Michigan university approved program related to the field of education or on an administratively initiated program (course work recommended or suggested by the Board of Education), up to 15 semester hours per year.
 - k. The board agrees that he/she shall receive \$1,000 per year local travel to be paid to the Administrator through the normal payroll cycle.
 - l. The Administrator agrees to have annually, a comprehensive medical/mental examination including drug screening reasonably related to the duties he/she will be required to perform, the cost of which shall be borne by the District.
5. During the month of January of each year of said contract, the Administrator must provide written notification to the Board President that evaluations and possible salary adjustments must be completed by the Regular Board Meeting in March of each year.
6. This contract shall be deemed to have been extended for a period of one additional year unless the Board shall have given written notice of non-renewal to the Administrator ninety (90) days prior to its expiration date as required by Section 1229 of the Michigan School Code; MCL 380 1229; MSA 15.41229. The Board is under no obligation to take action in regard to contract extension beyond the requirements as stated in the Michigan School Code, Section 1229 MCL 380.1229; MSA 15.41229.

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7. It is mutually understood and agreed that this contract does not confer tenure upon the Superintendent in the above described position or any other Administrative position within the district.
8. This Agreement contains the entire agreement of the parties hereto, and supersedes any prior written or oral agreements, understandings or discussions and, may not be altered, modified or rescinded by any prior or contemporaneous statement or understanding of each party, or any person on their behalf.

IN WITNESS WHEREOF, the parties hereto have set their hands this day and year.

BOARD OR ITS DESIGNATE:

BY: _____ July 1, 2012
PRESIDENT DATE

BY: _____ July 1, 2012
SECRETARY DATE

BY: _____ July 1, 2012
SUPERINTENDENT DATE