

# **Pine River Area Schools**

## **CONTRACT OF EMPLOYMENT**

### **Superintendent of Schools**

It is hereby agreed by and between the Board of Education of the Pine River Area School District (hereinafter "Board") and Matt Lukshaitis (hereinafter "Superintendent") that pursuant to Section 1229 (1) of the Revised School Code, the Board in accordance with its action found in the minutes of its meeting held on March 14, 2016 has and does hereby employ the said Superintendent for a three (3) year period commencing on July 1, 2016 and ending on June 30, 2019, according to the terms and conditions as described and set forth herein as follows:

1. The Superintendent shall perform the duties of Superintendent as prescribed by the Board and as may be established, modified and/or amended from time to time by the Board. The Superintendent acknowledges the ultimate authority of the Board with respect to his responsibilities and directions related thereto.
2. The Superintendent represents that he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Department of Education, and those required by the Board to serve in the position assigned. Additionally, the Superintendent agrees, as a condition of his continued employment, to meet all continuing education requirements for the position assigned, as are and may be required by law and/or by the State Board of Education.
3. The Superintendent agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. The Superintendent agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, the Superintendent agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board to carry out the educational programs and policies of the School District during the entire term of this Contract. The Superintendent pledges to use his best efforts to maintain and improve the quality of the operation of the School District and constantly promote efficiency in all areas of his responsibility.

4. The Superintendent shall be paid at an annual (twelve month) salary rate of not less than ninety-eight thousand, nine hundred and eighty dollars (\$98,980) in consideration of his performance of the position assigned in conformance with the requirements and expectations of the Board.

Said salary shall be reviewed annually and is subject to upward revision by agreement of the parties. In no case will the salary be lowered.

The Superintendent shall receive an annual annuity of \$4,000.

The Board shall provide the Superintendent with a mileage rate of \$250.00 per month for travel related to the performance of his duties as Superintendent.

The Board shall provide the Superintendent with a cell phone allowance of \$100.00 per month.

The Board shall review this contract with the Superintendent annually, and shall, on or before March 31 of each ensuing year, based on the annual year-end evaluation and articles herein, take official action determining whether or not it is extended for an additional year and notify the Superintendent of its action in writing. If no action is taken by the Board, the Contract shall be deemed to have been renewed for an additional year.

5. The Superintendent is employed on the basis of fifty-two (52) weeks of work per contract/fiscal year (July 1 through June 30) as scheduled by the Board. The Superintendent shall be granted vacation time of twenty-one (21) days per fiscal year. Up to five (5) unused vacation days may be carried over to the next fiscal year; all other vacation days must be used within the fiscal year for which they are made available and the Superintendent shall not receive any additional compensation in lieu of use of vacation days. The Superintendent shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District. The Superintendent will notify the Board of his vacation schedule.
6. The Board shall evaluate the Superintendent, at least annually, using the criteria and an evaluation process mutually agreed to by the Board and the Superintendent. The Superintendent shall annually notify the Board President in writing not later than November 1 of this contract obligation and of the applicable deadlines for contract non-renewal under Section 1229 of the Michigan Revised School Code.
7. The Board shall be entitled to terminate the Superintendent's employment at any time during the term of this Contract for acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency or if the Superintendent materially breaches the terms and conditions of the Agreement.

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.

The Superintendent shall be subject to discharge for good and just cause, but the Board shall not arbitrarily and capriciously dismiss 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 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 own expense.

8. In the event of the Superintendent's mental and/or physical incapacity to perform the duties of his office, he shall be granted an initial leave of ninety (90) work days for purpose of recovery. The Superintendent shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the ninety (90) work-day period to be unpaid. Health plan premium payments shall be made on behalf of the Superintendent during this interval to the extent required by law. Upon utilizing leave under this provision, the Superintendent shall furnish medical certification to the Board (or its designee) respecting the necessity for the leave.

If the Board (or designee) has reason to doubt the validity of the medical certification supplied by the Superintendent, it may require a second opinion, at Board expense.

The Superintendent may request a ninety (90) work day unpaid leave extension in the event of his physical and/or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is a verified prognosis that the Superintendent will be able to resume his duties at the conclusion of the extended leave interval. Medical certification shall be supplied by the Superintendent as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

If the Superintendent is unable to, or does not, resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), his employment and this Contract may be terminated at the option of the Board. However, no such termination shall occur where restoration after leave is required by the Family Medical Leave Act.

Prior to resumption of duty after an unpaid leave of absence for a serious health condition, the Superintendent shall provide to the Board a fitness for duty certification from the Superintendent's health care provider. A second opinion may be required by the Board, at its expense, unless the securing of the second opinion in this context is precluded by the Family Medical Leave Act.

9. The Superintendent agrees that he shall not be deemed to be granted continuing tenure in the position initially assigned or to which he may be assigned or transferred or in any capacity other than that of a classroom teacher, should the probationary

period required for tenure as a teacher be fulfilled, by virtue of this Contract or any employment assignment (requiring certification) with the School District. Nor shall the decision of the Board not to continue or renew the employment of the Superintendent for any subsequent period in any capacity, other than as a classroom teacher, as may be required by the Teacher's Tenure Act, be deemed a breach of this Agreement or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

10. At the sign of a physical or mental disability which may impede the ability to perform his duties and upon request from the Board or Board President, the Superintendent agrees to have a comprehensive medical examination. A statement certifying the physical or mental competency of the Superintendent shall be submitted to the President of the Board of Education and shall be treated as confidential information. The cost of said physical examination and reports shall be paid by the District.
11. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third-party administrator, the Board shall make premium payments on behalf of the Superintendent and his eligible dependents for the following insurance programs:

Health Insurance –	44North Plan A
Dental Insurance –	Delta Dental 100/80/80 \$5,000 maximum; \$1,300 orthodontics; 2 Cleanings, Sealants
Term Life Insurance –	\$100,000 (Superintendent only)
Vision Insurance –	VSP-3 Plus Platinum
Long-Term Disability Insurance –	MESSA PAC – 60%

If the Superintendent does not receive medical coverage, his compensation will be increased in the amount of \$4, 164 or equal to the teacher single subscriber coverage, whichever is greater.

12. The Board reserves the right to change the identity of the insurance carrier, policyholder or third-party administrator for any of the above coverages, provided that comparable coverage, as determined by the Board, is maintained during the term of this Agreement. The Board shall not be required to remit premiums for any insurance coverages for the Superintendent and his eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder or third-party administrator. The terms of any contract or policy issued by any insurance company or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. The Superintendent is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The Board, by remitting the premium payments required to provide the above-described insurance coverage(s), shall be relieved from all liability with respect to insurance benefits.

13. The Superintendent is entitled to the following holidays for which no service to the School District is required as well as teacher negotiated vacation days:
  1. Fourth of July
  2. Pre-Labor Day (Friday)
  3. Labor Day
  - 4/5. Thanksgiving (2)
  6. Christmas Eve
  7. Christmas Day
  8. New Year's Eve
  9. New Year's Day
  10. President's Day
  11. Good Friday
  12. Memorial Day
14. If the Superintendent is absent from duty on account of personal illness or disability, he shall be allowed full pay for a total of 15 days per contract year, of which three (3) may be used for personal business. Unused paid leave days hereunder shall be cumulative to a maximum of 140 days for absence due to personal illness or disability of the Superintendent.
15. The Superintendent may attend professional meetings at the local, state and national levels, the expenses of said attendance to be paid by the District.
16. The District shall reimburse the Superintendent for all reasonable expenses resulting from the performance of his duties as Superintendent.
17. The District shall pay the Association dues of the Superintendent for the American Association of School Administrators, the Michigan Association of School Administrators, and the M.A.S.A. Region in which the School District is located, as well as other appropriate affiliations as approved.
18. The District agrees 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 individual capacity, or in his official capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting within the scope of his employment and excluding criminal litigations. The Board shall provide public liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgments resulting from his functioning as Superintendent and will reimburse him for any portion of such expense and judgments not covered by insurance. In no case will individual board members be considered personally liable of indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.
19. This Contract contains the entire agreement and understanding by and between the Board and the Superintendent with respect to the employment of the Superintendent and no representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect. All prior agreements pertaining to,

connected with, or arising in any manner out of the employment of the Superintendent by the Board, are hereby terminated and shall hereafter be of no force or effect whatsoever. Provided, that this contract is voidable pursuant to the provisions of the Revised School Code pertaining to criminal records checks. No change or modification of this Contract shall be valid or binding unless it is in writing and signed by the Superintendent and the Board. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provision of this Contract at such time or at any other time.

20. In the event of any dispute between the parties relating to discharge of the Superintendent during the term of this Contract, the parties hereby agree to submit such to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association. Arbitration under this provision shall be conducted pursuant to the terms of the Michigan Arbitration Act, MCLA 600.5001 *et seq* and MCR 3.602.

The parties intend that this process of dispute resolution shall be inclusive of all contract and statutory claims advanced by the Superintendent arising from the Superintendent's discharge during the term of this Contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. However, this agreement to arbitrate does not restrict the Superintendent from filing a claim or charge with any state or federal agency (such as the Equal Employment Opportunity Commission or the Michigan Department of Civil Rights), and does not apply to any claims for unemployment compensation or workers' compensation which may be brought by the Superintendent. Instead, this agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings.

This agreement to arbitrate means that the Superintendent is waiving his right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, the Superintendent shall have the right to representation by counsel of his choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery and the right to a fair hearing. However, the Superintendent, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.

The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and Superintendent, subject to the right of the Superintendent to seek to tax such fees as costs against the Board.

Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within one hundred eighty (180) days of the effective date of the Superintendent's discharge during the term of this Contract. The Decision and Award of the arbitrator shall be final and

binding and judgment thereon may be entered in the Circuit Court for the 84<sup>th</sup> Judicial Circuit of Michigan (Wexford County).

21. If any provision of this Agreement becomes or is declared by a Court of competent jurisdiction to be illegal, unenforceable, or void, this Contract shall continue in full force and effect without said provision(s).
22. This Agreement is executed on behalf of the Pine River Area School District pursuant to the authority granted as contained in the resolution of the Board adopted on March 14, 2016, the same being incorporated herein by reference.
23. The Superintendent will receive any benefits equal to those listed in the Master Agreement with the Pine River Education Association and the Administrative Contract to include:
  - i. Payment of Unused Sick Leave
  - ii. Advanced Degree and Course Work

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

Date: \_\_\_\_\_  
Superintendent

Pine River Area Schools  
Board of Education

Date: \_\_\_\_\_  
President

Date: \_\_\_\_\_  
Secretary