

**L'ANSE AREA SCHOOLS**  
**CONTRACT OF EMPLOYMENT**  
Superintendent

1. THIS AGREEMENT, entered into this 1st day of July, 2009 between the L'Anse Area Schools Board of Education, subsequently called "Board" and Ray Pasquali, subsequently called "Administrator".
2. The Board agrees to employ the Administrator for the term of two (2) years commencing on July 1, 2009 and including June 30, 2011.
3. Administrator is employed on the basis of fifty-two (52) weeks of work per fiscal year (July 1 through June 30) as scheduled by the Board. Administrator shall be granted vacation time of twenty five (25) days per fiscal year. Vacation days may accumulate to a maximum of ten (10) days carry-over to the following year. The Administrator shall not receive any additional compensation in lieu of use of vacation days without the express agreement of the Board.
  - b. The Board agrees to pay the Administrator at the annual salary rate of \$91,613.53 for the 2009-2010 school year.
5. Administrator agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Administrator agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, Administrator 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 for which he is responsible during the entire term of this Agreement. Further, Administrator 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.
6. The Board and Administrator shall review this contract prior to April 1, 2011. The Board shall provide the Administrator with periodic opportunities to discuss Administrator-Board relations and shall inform him in writing of any inadequacies as perceived by the Board.

## **Superintendent Contract—Page 2**

### ***EVALUATION AND RENEWAL***

The Board shall before April 1, 2011 take official action based on evaluations to determine whether or not it will extend the contract for an additional year in accordance with MCL 380.1229. The Board reserves the right in its sole discretion to take action to prevent a contract extension based upon such criteria, including performance and as the Board may deem appropriate. The superintendent will be notified of its action in writing.

The Board shall be entitled to terminate the Administrator's 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 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.

In the event that the Board undertakes to dismiss Administrator during the term of this contract, he 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 Agreement, this contract shall automatically terminate and the Board shall have no further obligation thereunder.

### ***CERTIFICATION***

In accordance with the provisions of P.A. No. 289 of 1996 (MCL380.1246), said Administrator shall earn six (6) semester hours or eighteen (18) SB-CEUs or a combination of both. Should the Board determine that the Superintendent is not working toward fulfillment of State Board of Education requirements or administrative standards as required of superintendents, the Board may then formally terminate the contract.

### ***DUTIES***

The Administrator agrees to serve the School District and to faithfully perform the duties of Superintendent as designated by the Board, in a competent and professional manner in compliance with the laws, rules and regulations applicable to the School District and in compliance with the policies, regulations and practices of the Board of Education. However, the Administrator must at all times keep the Board informed of his outside activities such as, but not limited to, consulting, teaching and officiating of athletic contests. The Board shall use its discretion to determine if the activity interferes with the performance of the Administrator's assigned duties. The Administrator shall use vacation leave to perform outside activities of a long-term duration. In no case will the School District be responsible for any expense attendant to the performance of outside activities.

## Superintendent Contract—Page 3

### **LEAVE PRIVILEGES, INSURANCE AND FRINGE BENEFITS**

- a. MESSA Choices II with \$10/\$20 RX Co-payment.  
\$100.00/\$200.00 Deductible  
\$10.00 Office Visit Co-payment Option
- b. If the employee elects not to take health care protection, as provided in a and b, he may, upon written application, apply the single subscriber rate of said health care insurance toward the purchase of an employer-paid tax sheltered annuity. Coverage for dependents to be included through the age of 24 when meeting IRS definition of a dependent.
- c. Delta Dental: 6170-006 100/100/90 NO ORTHO; \$4,000 Class I, II & III Max. Cleanings 2. Coverage for dependents to be included through the age of 24 when meeting IRS definition of a dependent.
- d. VSP-3. Plan year is July to July. Dependents included as specified in IRS code for qualifying dependents.
- e. \$100,000 Term Life Insurance, convertible upon retirement to individual policy paid by retiree—subject to underwriter approval. \$5,000 Employee's Spouse Term Life Insurance \$2,000 Employee's Dependent Children's Term Life Insurance. Group Term Life coverage over \$50,000 subject to social security.
- f. Long-Term Disability Insurance with MESSA. 66 2/3 Benefit Plan to begin after three (3) months' disability.  
NOTE: Benefit Option-The Administrator may have the option of the benefit or a pro-rated portion of the benefits in f. or the cash equivalent of what the benefit cost is to the district, if in accordance with insurance carrier's requirements.  

All insurance benefits are subject in all respects to the rules, regulations and contractual provisions, including eligibility, of the various plans provided by the Board, including the selection by the Board of alternate providers.
- g. Paid holidays shall include: New Year's Day, Good Friday, Memorial Day as observed, July 4, Labor Day, Thanksgiving Day and the Friday following, Christmas Day and the day prior.
- h. Sick leave in the amount of 13 days annually, cumulative to 174. Leaves of absence chargeable against sick leave shall include personal illness, three personal days per year, emergency illness in the immediate family, funeral leave if relationship warrants.
- i. Leave of Absence not chargeable against sick leave include death in immediate family of Administrator (immediate family shall be interpreted as parents, or foster parents, spouse, child, sister, brother, grandparent, grandchild, corresponding relative of the Administrator's spouse, or a dependent of the immediate household), jury duty, court appearances as a witness, approved visitation to other schools, conferences, and administrative leave approved by the board.
- j. Payment of unused sick leave, provided said Administrator has been an employee of the District for a period of at least five (5) consecutive years, shall be paid at the Administrator's per diem rate. Payable sick leave shall be capped at sixty (60) days.
- k. Reimbursement for classes will be at the rate of \$100.00 per credit hour to a maximum of \$600.00 or six credit hours.

## **Superintendent Contract—Page 4**

### **PERSONAL EXPENSES (Transportation, Meals, Lodging)**

Administrator shall be eligible to be reimbursed for travel, meals and lodging in accordance with per diem expense and reimbursement procedures established by the Board. Any expense to be incurred by Administrator for out-of-district travel shall be submitted in advance for review and approval by the Board. Administrator shall be required to present an itemized account of his reasonable and necessary expenses in accordance with direction of the Board or its designee.

### **PROFESSIONAL DUES**

Professional Dues shall be paid to the state (MASA), national association (AASA) and service fees of local and state organizations by the Board of Education.

### **LIABILITY PROTECTION**

The Board agrees to pay the premium amount for errors and omissions insurance coverage for Administrator while in the course of employment and while the Administrator is acting within the scope of his authority. The policy limits for this coverage shall be not less than \$1,000,000. The terms of the errors and omissions insurance policy shall be controlling with respect to defense and indemnity of Administrator. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions coverage. In the event that such insurance coverage cannot be purchased in the above amounts and/or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify Administrator. In the event, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to Administrator as is authorized under MCLA 691.1408. Additionally, even if such coverage is provided, the Board may also exercise such authority as provided under MCL 691.1408.

### **TENURE EXCLUSION**

It is mutually understood and agreed that this contract does not confer tenure upon the above-named person in the position of Superintendent, in any other administrative position, in any non-classroom position or in any other non-teaching position to which he may be assigned.

### **MEDICAL EXAMINATION**

Administrator shall submit to such medical examinations, supply such information and execute such documents as may be required by any underwriter, policyholder or third party Administrator providing insurance programs specified under this contract. Additionally, upon request of the Board, Administrator shall authorize the release of medical information necessary to determine if Administrator is capable of performing the essential job functions required by his assignment with or without job accommodation. Any physical or mental examination or disclosure of such information required of Administrator by the Board shall be job related and consistent with business necessity. Any medical or psychological examination under this section shall be at Board expense. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.

### **BREACH**

In the event of a breach on the part of either party to this contract, nothing contained in this Contract shall be construed to render the obligations of either party null and void.

**Superintendent Contract-Page 5**

***AMENDMENT***

This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be amended, renewed or extended except by an instrument in writing (addendum or otherwise), duly adopted and executed by the parties.

ON BEHALF OF L'ANSE AREA SCHOOLS

**BOARD OF EDUCATION**

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
President

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Secretary

**ADMINISTRATOR**

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Superintendent

**ADDENDUM TO CONTRACT OF EMPLOYMENT  
BETWEEN THE L'ANSE AREAS SCHOOLS BOARD OF EDUCATION  
AND  
THE L'ANSE AREA SCHOOLS SUPERINTENDENT**

THIS AGREEMENT, by and between the L'Anse Area Schools Board of Education ("Board"), party of the first part, and Raymond Pasquali, L'Anse Area Schools Superintendent ("Superintendent"), party of the second part, hereinafter collectively referred to as the parties, is made to amend the Contract of Employment, including any subsequent addendums or modifications thereto ("Contract"), between the parties, dated July 1, 2009.

The Contract between the parties dated July 1, 2009, creating an employment term commencing on July 1, 2009 and ending on June 30, 2012, is hereby extended to expire at the end of the day on June 30, 2014; and

The parties agree that the Superintendent shall receive a three percent (3%) salary increase effective the date of this addendum for the fiscal year ending June 30, 2012 and a three percent (3%) salary increase for the fiscal year commencing July 1, 2012 and ending June 30, 2013; and

The parties agree that the Superintendent shall pay to the district by payroll either (1) the difference between the total cost of the medical insurance premium and the state mandated hard cap under Public Act 152 of 2011 (P. A. 152 of 2011) for the applicable medical coverage or (2) 20% or more of the medical insurance premium in accordance with P. A. 152 of 2011, based on the final decision of the Board effective July 1, 2012.

All other conditions of the Contract shall remain in full force and effect, including that provision in which the parties agree to open the Contract annually for wage and benefit negotiation.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012