

SUPERINTENDENT/PRINCIPAL EMPLOYMENT CONTRACT  
BETWEEN

Kevin Luukkala  
And the BOARD OF EDUCATION  
OF THE REPUBLIC-MICHIGAMME SCHOOL DISTRICT

THIS CONTRACT is entered into this 1<sup>st</sup> day of July, 2017 between the Board of Education of the Republic-Michigamme School District, referred to as the "Board of Education" and Kevin Luukkala as Superintendent/Principal, referred to as the "Administrator" in this contract. It is mutually agreed as follows:

1. **Term** - The Board agrees to employ Kevin Luukkala as Superintendent/Principal of its schools for the term of 4 years from July 1, 2017 to and including June 30, 2021.
2. **Duties** – The Administrator agrees to perform the duties of Superintendent and Principal in a competent and professional manner in compliance with the laws applicable to the school district and the bylaws, policies and regulations adopted by the Board of Education.
3. **Evaluation** – Annually, no later than the last day of June of each year during the term of this contract, the Board of Education shall review with the Administrator, his performance as Superintendent. The Administrator shall remind the Board of Education of this responsibility in a timely manner.
4. **Extension** – This contract may be extended either by option of the Board of Education or by the operation of law as follows:
  - A. **Board Option** – The Board of Education, no later than the last day of June of each year of the contract, will extend the contract for an additional one-year period, unless just cause for non-renewal is shown. In exercising this option, the Board of Education also shall establish the annual salary to be paid the Administrator for the school year included in the extension, with the Administrator's consent. All other terms and conditions of this contract shall remain unchanged. The Board of Education may decline to extend this contract for an additional year, for just cause or if the administrator is ineffective, but this decision will not be arrived at in an arbitrary and capriciously manner.
  - B. **Operation of Law** – Unless the Board of Education gives written notice of possible non-renewal of this contract to the Administrator at least 90 days before the contract termination date, this contract will without further action, be automatically renewed for an additional one-year period as provided by Public Act 183 of 1979. The Superintendent annually shall advise the Board of Education of this obligation during the month of March.
5. **Tenure Exclusion** – This contract does not confer tenure upon the Administrator in the position of Superintendent or any other administrative position in the district.
6. **Compensation** – The Board of Education shall pay the Administrator a salary of \$98,838 for 2017-18. There will be a 2% raise for each of the following years. The salary shall be paid in 26 equal installments. The Board of Education retains the right to adjust the salary during the continuation of this contract, but any adjustment shall not reduce the annual salary below the figures specified in this paragraph.
7. **Insurance Benefits** – During the term of this contract, the Administrator shall receive the insurance benefits provided by the school district to full-time teachers or professional administrative staff on the same basis as available to those staff members in accordance with the Board of Education policy.
8. **Other Benefits** – The Administrator is entitled to the following specific benefits:
  - A. **Paid Sick Leave** – Shall be granted as follows: 12 sick days per year, 2 of which can be used as personal business days each year. Maximum accumulation shall be 150 days to be used as sick days. The maximum accumulation for retirement is 50 days. Upon retirement and becoming eligible for retirement from the Michigan Public School Employees Retirement Fund, the Board shall pay said employee an amount equal to one-half of the

daily base rate at the time of retirement based on 225 working days, times the number of accumulated unused sick days, up to 50, using a maximum of the above calculation, said amount to be paid to the employee at the time of retirement. Upon the death of said employee, the above designated retirement sick leave shall be paid to his designated beneficiary. Sick leave may be used for personal illness in said employee's immediate family.

- B. Paid Holidays – Three paid holidays, non-accumulative; Memorial Day, Fourth of July, and Labor Day. If said holiday occurs on a Saturday, Friday shall be considered as the holiday. Should it fall on a Sunday or Monday, Tuesday shall be considered as the holiday. The Administrator shall also have the same breaks as teachers during Thanksgiving, Christmas, Spring Break and Easter.
- C. Paid Vacation Days – Four weeks or 160 hours (assuming 10 hours = 1 day) paid vacation, non- accumulative.
- D. During the summer months Administrator may work a 4-day week
- E. Dues – State Superintendent and Principal dues shall be paid by the Board of Education.
- F. Deaths – Shall receive four (4) days of leave for the death in the employee's immediate family, which shall be defined as: spouse, children, mother, father, mother/father-in-law. Two (2) days of leave will be granted for the death of their brother, sister, brother/sister-in-law, and grandchildren. The days must be consecutive school calendar days, one of which may be the day of the funeral/memorial service. Additional days, as needed, will be first taken out of personal business days, then out of sick days.

### 9. Special Provisions

- A. Physical Examination – The Administrator shall be entitled to one board paid physical examination every two years.
- B. Per Board Policy, the board waives the residency requirement.

10. **Termination** – The Superintendent shall be subject to discharge for good and just cause, but the Board shall not arbitrarily and capriciously dismiss him. No charge 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 own expense.

11. **Dispute Resolution** – In the event of a dispute between the parties relating to any provision of this Agreement, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this Agreement, the parties hereby agree to submit such to binding arbitration. Such arbitration shall be conducted under the labor arbitration rules of, and administered by, the American Arbitration Association.

12. **Severability** – If any provision of this contract is ruled illegal or unenforceable by court of competent jurisdiction, the remainder of the contract will not be affected by the ruling shall remain valid and in effect.

13. **Governing Law** – This contract is governed by and shall be interpreted in accord with the laws of the State of Michigan.

We, the parties to this Superintendents Contract, sign our names and execute this contract as of the day and year written in the opening paragraph.

For the Board of Education:

By the Administrator:

  
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Board President

  
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\_\_\_\_\_  
Board Secretary

July 19, 2017

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Date