# SUPERINTENDENT'S EMPLOYMENT CONTRACT BETWEEN Joel Asiala and the BOARD OF EDUCATION of the CALUMET, LAURIUM & KEWEENAW SCHOOL DISTRICT

THIS CONTRACT is entered into on the 1<sup>st</sup> day of July, 2025, between the Board of Education of the Calumet-Laurium-Keweenaw School District, referred to as the "Board of Education", and Joel Asiala as Superintendent, referred to as "Superintendent", in this contract.

WHEREAS the Board of Education at a meeting held on the 16<sup>th</sup> day of June 2025, approved the employment of the Superintendent in accordance with the terms and conditions of this Contract, and the Superintendent desires to be employed by the Board of Education in accordance with the terms and conditions of the Contract, the parties in consideration of the mutual promises contained in this Contract, to the following:

- 1. <u>TERM.</u> This Contract shall take effect on the 1<sup>st</sup> day of July, 2025, on the basis of fifty-two (52) weeks of work per fiscal year (July 1 through June 30 and hereinafter referred to as "Contract year") as scheduled by the Board, and continue in force through the 30th day of June, 2027, subject to extension and termination as provided in Paragraphs 4 and 10.
- 2. <u>CREDENTIALS; DUTIES</u>. The Superintendent represents that he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Michigan Department of Education, to serve in the position of Superintendent of Schools. If at any time the Superintendent fails to maintain all certificates, credentials and qualifications for the position of Superintendent of Schools as required herein, this contract shall automatically terminate.
- 3. <u>EVALUATION</u>. Annually, no later than the last day of March of each Contract year, the Board of Education shall review with the Superintendent his performance as Superintendent. The Superintendent shall remind the Board of Education of this responsibility in a timely manner.
- 4. <u>EXTENSION.</u> This Contract may be extended either by option of the Board of Education or by operation of law, as follows:
- A. The Board, no later than the last day of June of each year during the term of this Contract, may extend the Contract for an additional one-year period. In exercising this option, the Board also shall establish the annual salary and benefits package to be paid to the Administrator for the school year included in the extension. All terms and conditions of this Contract shall remain unchanged.
- B. Unless the Board gives written notice of the non-renewal of this Contract to the Superintendent at least 90 days before the Contract's termination date, this Contract will, without further action, be automatically renewed for an additional one-year period as provided by Section 1229 of the Revised School Code.

  Nothing contained in this Contract shall limit the Board's ability, at any time during the term of the Contract, to extend the Contract for more than an additional one-

year period so long as any extension is in compliance with Section 1229(1) of the Revised School Code.

- 5. <u>TENURE EXCLUSION</u>. This Contract does not confer tenure upon the Superintendent in the position of Superintendent.
- 6. <u>COMPENSATION</u>. The Board of Education shall pay the Administrator a base salary according to the Administrator's Salary Grid:

For the school year 2025-2026, the base salary shall be based of Step 2 of the administrative salary grid. Subsequent school years shall follow the structured progression, with the Administrator's salary increasing based on the grid as follows:

Superintendent Salary Grid:

Step 1: \$134,750.00

Step 2: \$135,000.00

Step 3: \$135,250.00

Step 4: \$135,500.00

Step 5: \$135,750.00

Step 6: \$136,000.00

Step 7: \$136,250.00

Step 7. \$130,230.00

Step 8: \$136,500.00

Step 9: \$136,750.00

Step 10: \$137,000.00

Step 11: \$137,250.00

Step 12: \$137,500.00

The salary shall be paid in 26 equal installments. The Board of Education retains the right to adjust the salary during the term of this Contract. However, any such adjustment shall not reduce the annual salary below the figure specified for that particular year in the grid above. Payment of the salary shall conform with and be subject to all applicable federal, state, and Board regulations governing deductions, including income taxes, Social Security taxes, retirement system deductions, and any other authorized deductions as specified by the Administrator.

7. <u>INSURANCE BENEFITS</u>. The Board of Education shall pay towards the premium for Major Medical Health coverage the current maximum hard-cap permissible by law.

For January 1, 2025 to December 31, 2025, the Board of Education shall pay towards the premium for Major Medical Health coverage the current maximum hard-cap permissible by law, which is \$643.19/month or \$7,718.26/year – single; \$1,345.11/month or \$16,141.28/year – individual and spouse; \$1,754.15/month or \$21,049.85/year-family.

For January 1, 2026 to December 31, 2026, the Board of Education shall pay towards the premium for Major Medical Health coverage the current maximum hard-cap permissible by law, which is \$661.85/month or \$7,942.09/year – single; \$1,384.12/month or \$16,609.38/year – individual and spouse; \$1,805.03/month or \$21,660.30/year-family.

- 8. ANNUITY. The Superintendent not electing to take health insurance coverage, shall be provided with the option to elect up to \$943.31 per month for 2025-2026 in qualified benefits and/or cash under a Section 125 Cafeteria Plan. The Board of Education reserves the right to adjust the annuity during the continuation of this contract, but an adjustment shall not reduce the annuity payment below the figure specified in this paragraph.
- 9. <u>OTHER BENEFITS</u>. The Superintendent is entitled to the following specific benefits:

## A. Longevity:

Superintendent Asiala will be credited with years of service in the District prior to August 5, 2024 for longevity purposes.

After ten (10) years of employment in the district the Superintendent shall be entitled to:

10 years	\$2,500	25 years \$4,500
15 years	\$3,500	+ \$100 for each year thereafter
20 years	\$4,000	

#### B. Sick Leave:

The Superintendent shall be entitled to 12 sick leave days annually cumulative to a total of 260 days. The sick leave days accumulated by the Superintendent in the District, prior to the date of this Contract, shall be credited to the accumulated days under this provision.

A sick leave bank may be established by Administrators and other non-unionized personnel from their accumulation of unused sick days. The pool shall be created by a voluntary contribution of sick days from the employee's accumulated bank.

The pool of unused sick leave days generated by this process shall be administered by a committee consisting of the Superintendent, an administrator, or one other non-unionized person, and one Board member. The use of pool sick leave days shall be limited to major catastrophes and shall not be used for maternity leave or child care purposes unless associated with a health care problem. Sick leave pool days cannot be used for retirement purposes.

## C. Personal Leave:

The Superintendent shall be entitled to 2 personal leave days annually. These personal leave days shall not be accumulative for use in any subsequent year and the Superintendent shall not receive additional compensation in lieu of use of personal leave days. Leave days that are not used this school year, shall be transferable to the Superintendent's sick leave bank.

# D. <u>Long-Term Disability</u>:

The Board agrees to pay premiums toward a long-term disability plan which would take effect two months after the date of disability. The long-term disability policy would provide reimbursement equal to two-thirds (2/3) of the current salary.

# E. <u>Life Insurance</u>:

The Board agrees to provide a Term Life Insurance Policy in the amount of 2 times the salary to said Superintendent. This coverage is contingent upon the Administrator's acceptance by the life insurance company. In the event that the Administrator is denied coverage by the life insurance company, the Board shall not provide the Term Life Insurance Policy. Instead, the Board will offer a stipend equivalent to the amount it would have contributed towards the cost of the coverage.

## F. Holidays:

Legal Holidays are July 4 (2 days); Labor Day, Thanksgiving (2 days), Christmas (3 days), New Years (2 days), Spring Break (4 days) and Memorial Day.

## G. Retirement:

After ten (10) years of employment in the district, upon retirement, the Superintendent shall be entitled to:

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$ 7,500 lump sum payment based on 180 contract days; $ 9,187 lump sum payment based on 210 contract days; $ 9,406 lump sum payment based on 215 contract days; $ 9,625 lump sum payment based on 220 contract days; $ 9,843 lump sum payment based on 225 contract days; $11,375 lump sum payment based on 260 contract days.
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$25/day for up to 120 accumulated sick leave days;
$45/day for up to 121-160 accumulated sick leave days;
$55/day for up to 161-180 accumulated sick leave days;
$65/day for up to 181-210 accumulated sick leave days;
$75/day for up to 211-225 accumulated sick leave days;
$85/day for up to 226-260 accumulated sick leave days
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## H. Travel Insurance

The Board shall provide business travel accident insurance covering accidental death and dismemberment (maximum \$80,000) while traveling on official school business excluding commuting to and from work.

#### I. Funeral Leave

In general, not more than three (3) days leave shall be granted for death in the immediate family, unless extensive travel is required. The time limitations described in this paragraph may be waived for death involving the employee's spouse or children. Immediate family shall include the employee's spouse, children or foster children, parents, parents-in-law, brothers, sisters, grandchildren, grandparents, or anyone living under the same roof.

# J. Vacation:

The Superintendent shall be entitled to 20 working days of paid vacation during each Contract year of this agreement, which shall not accumulate for use in any subsequent year without the express agreement of the Board. Vacation days must be used within the Contract year for which they are made available and the

Superintendent shall not receive any additional compensation in lieu of vacation days without the express agreement of the Board. Such vacation periods shall be with pay and shall be selected by the Superintendent during periods of time least disruptive to the operation of the District.

## K. Educational Benefits:

The Superintendent may attend professional meetings at the local, regional, state and national levels. The expenses of said attendance to be paid by the District. The District shall reimburse the Superintendent for all reasonable expenses resulting from the performance of his duties as Superintendent. The Board will authorize state and national meetings where District funds are incurred. Additionally, the Superintendent will have a \$250 incidental items fund available to be used at his discretion.

#### L. Professional Growth:

The Superintendent will be reimbursed tuition/textbooks associated with graduate college classes with a limit of three (3)/three (3) hour classes a year. The superintendent would reimburse the Board in full in the event the superintendent were to leave the district for other employment within three (3) years of taking the class.

# M. Professional Dues:

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 MASA Region in which the school is located, as well as other appropriate affiliations as approved. The Board shall provide the Superintendent a reimbursement for school district employee dinners, receptions, service club related costs and other costs associated with the performance of the Superintendent's duties representing the Calumet, Laurium and Keweenaw School District.

#### N. Automobile:

Travel outside the District. Authorized use of the Superintendent's personal vehicle in the course of the Superintendent's work shall be reimbursed at the current IRS standard mileage rate. The Administrator will be responsible for submitting the necessary documentation for this reimbursement in accordance with Board policy. The Superintendent will be responsible for submitting the necessary documentation for this reimbursement in accordance with Board policy.

#### O. Cell Phone:

The administrator will be provided a cellular phone allowance of up to \$850 every two years. Proof of purchase must be submitted to the business office for reimbursement.

10. <u>TERMINATION</u>. The Board may terminate this Contract and discharge the Superintendent from employment for good and just case, but the Board shall not arbitrarily and capriciously dismiss him. The Superintendent shall receive prior notice in writing from the Board with its intent and the alleged reason or reasons for such

discharge. He shall have an opportunity for a fair hearing before the Board after 10 days notice in writing after receipt of notice of the charges. A set hearing shall be public or private at the option of the Superintendent.

In the event the Superintendent wishes to terminate the contract with the Calumet-Laurium-Keweenaw School District, he shall notify the Board of Education of his intent within 60 days of the termination date.

- 11. <u>SEVERABILITY.</u> If any provision of this Contract is ruled illegal or unenforceable by a court of competent jurisdiction, the remainder of the Contract not affected by the ruling shall remain valid and in effect.
- 12. <u>DISPUTE RESOLUTION</u>. 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 rules of, and administered by, the American Arbitration Association. The arbitrator's fee and the expense of the American Arbitration Association shall be shared equally by the parties. All parties are entitled to have representation of their own designation; however, each party shall be responsible for the costs of such respective representation.
- 13. PROFESSIONAL LIABILITY. The District agrees that it shall indemnify and hold harmless the Superintendent from demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual capacity or his official capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting in the scope of his/her employment and excluding criminal litigation. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

We, the parties to this Superintendent's Employment Contract, sign our names and execute this Contract as of the day and year written in the opening paragraph.

**BOARD OF EDUCATION:** 

Dy. TOWN COUNT

Its: Trustee

SUPERINTENDENT: