

# CONTRACT OF EMPLOYMENT

Superintendent of Schools

This Contract, entered into this 15 day of Nov., 2004 shall be with and for the Board of Education of the Whittemore-Prescott Area School District, hereinafter called the "Board" and the Superintendent of Schools, Ted Matuszak, hereinafter called the "Superintendent."

## DUTIES

1. Superintendent shall perform the duties of Superintendent of Schools as prescribed by the Revised School Code of the State of Michigan and the rules and regulations of the State Board of Education and as may be established, modified and/or amended from time to time by the Board.

## REPRESENTATION OF QUALIFICATIONS

2. 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 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, or fails to satisfy any continuing education requirements, this contract shall automatically terminate and the Board shall have no further obligations hereunder.

## RESPONSIBILITIES

3. Superintendent agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position of Superintendent of Schools as required and assigned. Superintendent agrees to faithfully perform those duties assigned by the Board to comply with the directives of the Board with respects thereto. Further, 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 for which he is responsible during the entire term of this Agreement. Further, 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.

## COMPENSATION

4A. The Board agrees to pay the Superintendent for his services during each year of said contract in twenty-six (26) equal bi-weekly installments unless otherwise agreed to by the parties. Compensation shall be \$92,000 annually. 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. A school year shall be defined as the period from July 1st through June 30th for the term of this agreement or any extension or renewal. The aforementioned annual compensation shall be prorated for service less than a full school year.

4B. The School District shall contribute \$5,000 annually to a tax-deferred annuity benefit. Payment shall be made with the first bi-weekly payment of the new school year in one lump sum. If the Superintendent does not complete the contract year, the Board will be reimbursed on a pro-rated basis.

## EXTENSION

5. The Board of Education agrees to employ Ted Matuszak as Superintendent of Schools for the term of five (5) years from November, 2004 to and including June 30, 2009. *The Board agrees to meet with the Superintendent on or before March 1, 2007 to discuss the extension of the contract.*

Unless the administrator receives effective notice of non-renewal of contract 90 days prior to the expiration of his individual contract, the terms and conditions of this contract shall be renewed for a one (1) year period.

#### VACATION

6. During the continuance of this agreement, the Superintendent shall be entitled to twenty (20) days' vacation during each school year, exclusive of legal holidays. Vacation days shall be taken at such time as the Board and Superintendent may mutually agree. If the Board determines, after consultation with the Superintendent, that it is impossible or inadvisable to use vacation days within the school year, the Superintendent may carry unused vacation days into the next school year. Total carry-over shall be limited to 20 days.

#### EVALUATION

7. Superintendent's performance shall be evaluated by the Board annually, not later than March 15 of each year using criteria and an evaluation process mutually agreed to by the Board and the Superintendent. A written evaluation shall be prepared, provided to and discussed with the Superintendent. If the Board fails to complete said evaluation by the designated date, the Superintendent's performance will be deemed to have been satisfactory.

#### DISABLEMENT

8. The board shall be entitled to terminate this contract during its term in the event of Superintendent's inability to perform his/her position responsibilities for a period of sixty (60) consecutive days or more due to mental or physical disability.

#### DISCHARGE

9. Throughout the term of this contract, the Superintendent shall be subject to discharge for good and just cause but the Board shall not arbitrarily and/or capriciously dismiss him. The Superintendent shall be entitled to receive written charges, notice of hearing and a hearing before the Board of Education before being discharged. Said hearing shall be public or private, at the option of the Superintendent, and he shall be entitled to have legal counsel at his own expense. Non-renewal or non-extension of this contract shall not be considered a discharge.

#### TENURE

10. Superintendent agrees that he shall not be deemed to be granted continuing tenure in the position of Superintendent of Schools 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 with the School District. Nor shall the decision of the Board not to continue or renew the employment of Superintendent for any subsequent period in any capacity, other than as a classroom teacher as may be required by tenure law, be deemed a breach of this Agreement or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

#### INSURANCE BENEFITS

11. Superintendent will be provided insurance benefits as outlined in Appendix "A." *The Superintendent will pay \$75.00 per pay for insurance coverage.*

11A. Superintendent shall submit to such medical examinations, supply such information and execute such documents as may be required by an underwriter, policyholder, or third party administrator providing insurance programs specified under this contract. Additionally, the Board may request release of medical information necessary to determine if the Superintendent is capable of performing the duties

required in his assignment. The Board may require that the Superintendent have a comprehensive medical examination as may be deemed necessary. If such an examination is required, a statement shall be filed with the Secretary of the Board certifying to the physical fitness and physical capability and/or mental competency of the Superintendent to perform his duties. Medical information provided under this Agreement shall be treated as confidential by the Board. Should the Board exercise its prerogative under this provision to require a medical examination, the cost of physician services for said examination will be borne by the School District to the extent not covered by health insurance provided by the Board.

11B. Physical. The Board agrees to reimburse the Superintendent for all costs of a physical examination every two years, which are not covered by the health insurance the Superintendent is receiving through the Michigan Public School Employees Retirement System.

#### HOLIDAYS

12. Superintendent is entitled to the following holidays for which no service to the School District is required:

- one day – Labor Day
- one day – Deer Vacation
- two days – Thanksgiving and the day after
- two days – Christmas and the day before or after
- two days – New Year’s and the day before or after
- one day – Good Friday
- one day – Monday after Easter
- one day – Memorial Day
- two days – Independence Day and the day before or after

If a holiday falls on a Saturday, then the preceding Friday shall be the holiday; if the holiday falls on Sunday, then the Monday following shall be the holiday. If deer vacation falls on a Saturday or Sunday, there shall be no vacation allowed.

#### SICK LEAVE

13. If the Superintendent is absent from duty due to personal illness or disability (*or personal illness or disability of his immediate family*), he shall be allowed full pay for a total of fifteen (15) days per contract year. Unused paid leave days hereunder shall be cumulative to a maximum of sixty (60) days for absence due to personal illness or disability of Superintendent. When Superintendent is absent because of an injury or disease compensable under the Michigan Worker’s Compensation Law, he shall receive from the Board the difference between the allowance under Worker’s Compensation Law and his regular salary. The difference shall be prorated and charged against sick leave. Payment of the difference shall end when sick leave is exhausted. Superintendent shall receive his full salary from the Board and the salary benefits received from the insurance company are to be endorsed to the School District exclusively.

#### LEAVE AND RELEASE TIME

14. Subject to notice to the Board President, the Superintendent may be provided with up to five (5) days release time for such things as emergencies, personal business, illness or death in the family. If called for jury duty, the stipend received will be turned over to the school district, and he will receive his regular wage.

#### MEETINGS, CONFERENCES AND MEMBERSHIP

15A. With prior Board approval the Superintendent may, subject to administrative procedures and policies of the School District and any subsequent additions, deletions or amendments to the same, all of which are made part hereof by reference thereto, attend appropriate professional meetings, conferences, workshops or speaking engagements at the local, state and national level on behalf of the School District which may require the Superintendent to be absent from the School District during normal work hours or days.

15B. Superintendent shall be eligible to be reimbursed for travel, meals and lodging in accordance with per diem expenses and reimbursement procedures established by the Board. Any expenses to be incurred by the Superintendent for out-of-state overnight travel shall be submitted in advance for review and approval by the Board or its designee. Superintendent shall be required to present an itemized account of his reasonable and necessary expenses in accordance with direction of the Board or its designee.

15C. The Board shall provide the Superintendent with a monthly in-state travel expense of \$300.00.

#### INDEMNIFICATION

16. The Board agrees that it shall defend, hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in his individual capacity, or in his official capacity as agent and employee of the Board, providing the incident arose while Superintendent was acting within the scope of his authority and during the course of his employment.

The Board shall provide liability insurance for the Superintendent, including errors and omissions, and 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 for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings. The amount of general liability coverage will not be less than \$2,000,000 per incident with an umbrella policy coverage of an additional \$3,000,000.

#### EXTRA HOUR CREDIT

17. *The Board will pay for any classes for school administrator continuing education requirement as required by the Revised School Code (Public Act 289 of 1995; Administrative Rule 380.1201 of 1998).* All hours shall be approved by the Board prior to taking the course. All bills related to reimbursement for books and tuition must be submitted to and approved by the Board.

#### AMENDMENT AND ENTIRE AGREEMENT

18. This contract of Employment 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, is hereby terminated and shall hereafter be of no force or effect whatsoever. No change or modification of this Contract of Employment shall be valid and binding unless it is in writing and signed by the Board and the Superintendent. No waiver of any provisions of this contract shall be valid unless it is in writing and signed by the Board and the Superintendent. No valid waiver or any provision of this contract, at any time, shall be deemed a waiver of any other provisions of this contract at such time or at any other time.

GOVERNING LAW

19. If any provision of this agreement becomes or is declared by a Court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provisions; provided, however, that no such severability shall be effective if it materially changes the economic benefit of the Agreement to any party.

PARAGRAPH HEADINGS

20. The paragraph headings in this agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the paragraph to which they appertain.

EXECUTION

21. This agreement is executed on behalf of Whittemore-Prescott Area Schools pursuant to the authority granted as contained in the resolution of the Board adopted on November 8, 2004, the same being incorporated herein by reference.

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

Date: 11/8/04

Ted Matuszajt  
Superintendent

WHITTEMORE-PRESCOTT AREA SCHOOLS  
BOARD OF EDUCATION

Date: 11/08/04

By: E. Arnold Engsted  
President of the Board

## **Appendix "A"**

1. HEALTH INSURANCE - MESSA Super Care 1 (MESSA-PAK Plan A) or comparable. Full family or equivalent in other benefits and/or annuities.
2. DENTAL INSURANCE - Delta Dental (or comparable) D/4, 80, 80, 80, 60 Full Paid
3. LIFE INSURANCE - Term Life Insurance in the amount of \$125,000, including accidental death and dismemberment.
4. VISION CARE - VSP-1 or comparable (Through MESSA-PAK)
5. LONG TERM DISABILITY - MESSA LTD or comparable plus no more than \$500 per year to cover the cost of a supplemental long term disability plan of the Superintendent's choice.
6. PAY FOR UNUSED VACATION - The superintendent shall be paid one-half his daily rate for unused vacation days beyond the allotted twenty (20) day carryover covered in Article 6 - Vacation. This payment shall be made in July.