

## **SUPERINTENDENT'S EMPLOYMENT AGREEMENT**

The Board of Education of the Riverview Community Schools (the Board) and the Riverview Community Schools (the District) agree to employ Russell E. Pickell (the Superintendent) as the District's Superintendent of Schools, and the Superintendent agrees to serve the Board and the District in that capacity, according to the following terms and conditions:

1. Term. The Board and the District will employ the Superintendent for a period of three school years, from July 1, 2011 until June 30, 2014. Should the Board of Education of the School District desire not to renew this Agreement, the Board will give the Superintendent notice of its decision at least 90 days before the expiration date; otherwise, this Agreement will automatically renew for one more year.

2. Tenure. The Superintendent will not have or acquire tenure as Superintendent of Schools or in any other administrative or assigned capacity. The District's failure to continue the Superintendent's employment after the term of this Agreement, or re-employ him in another capacity, will not be considered a breach of this Agreement.

3. Qualifications. The Superintendent represents and warrants that he meets, and will continue to meet, at least the minimum qualifications and certifications required by the State of Michigan to serve as the District's Superintendent of Schools.

4. Duties. The Superintendent is engaged as Superintendent in the district to be assigned to perform the duties and responsibilities of superintendent of schools as prescribed by the Board of Education pursuant to the Michigan School Code, and as may be established, modified or amended from time to time by the Board. The Superintendent acknowledges the ultimate authority of the Board with respect to his assignment and duties and agrees faithfully to perform the duties and responsibilities assigned by the Board and to comply with the lawful directives of the Board with respect to them. The Superintendent shall devote his talents, skills, efforts and abilities to the competent and proficient fulfillment of all duties and responsibilities of the position assigned. Further, the Superintendent shall comply with and fulfill all duties and responsibilities and tasks required by state and federal law and regulations and by the Board and carry out the educational programs and policies of the School District for which he is responsible during the term of this agreement. Further, the Superintendent shall 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. The Superintendent will not withhold from the Board, and will promptly report to the Board, any fact or information which would, or might, affect or be relevant to the business of the School District. The Board collectively and individually shall refer promptly all criticism, complaints and suggestions called to their attention to the Superintendent for study and recommendation.

5. Salary and Other Remuneration.

A) Salary: The Superintendent's salary for the 2011-12 school year will be \$133,000 (One Hundred Thirty Three Thousand Dollars), pro-rated for the number of weeks actually worked, payable in equal installments over the course of the school year. Consistent with the requirements of Race-to-the-

Top legislation, the Board and Superintendent shall also establish criteria for job performance and job accomplishments as a significant factor in determining compensation and additional compensation in accordance with guidelines promulgated by the Michigan Department of Education that may be applicable.

- B) Negotiated Annual Increase in Base Salary: At least thirty (30) days prior to July 1, 2012, and at least thirty (30) days prior to July 1 of each year thereafter during the existence of this Agreement or any extension thereof, the parties will negotiate regarding salary and benefits for Superintendent for the following school year. In the absence of mutual agreement on a salary and benefits increase, Superintendent's salary and benefits and the term of the Agreement shall remain at the then current amount herein provided.
- C) Method of Payment. The Superintendent's compensation under this paragraph shall be paid biweekly, subject to deductions for withholding taxes, other deductions required by law and other amounts authorized by the Superintendent, with the approval of the Board of Education or its designee.
- D) In addition to salary, the District shall contribute annually \$5,000 (Five Thousand Dollars), pro-rated for the number of weeks actually worked, to a tax-sheltered annuity for the Superintendent during each year of this Agreement. Such contribution shall be paid in equal amounts over the course of the school year. In addition, in connection with and part of the requirements of Race-to-the-Top legislation requiring that job performance be a significant factor in determining compensation and additional compensation as otherwise addressed in this Agreement, the Superintendent shall be eligible for an additional annual contribution to this tax-sheltered annuity not to exceed \$4,000 (Four Thousand Dollars). The annuity must meet the requirements of Internal Revenue Code Section 403(b). The Superintendent's rights under the annuity contract shall be non-forfeitable except as provided in the annuity contract. The Superintendent may arrange through a salary-reduction agreement for additional District contributions to the annuity on his behalf within the applicable legal limits.

6. Fringe Benefits. The District will provide the Superintendent the following fringe benefits:

A. The same health and other insurance benefits, including health care, dental, optical, life, and disability insurance, provided to other central office administrators of the District; however, in the event that the District's contribution toward the cost of the insurance premiums for such benefits is not capped, the Superintendent agrees to contribute a minimum of 20% of such premium cost.

B. Twenty five (25) paid vacation days per school year, exclusive of legal holidays, subject to prior written notice to the Board's President, of which the Superintendent may accumulate no more than ten unused vacation days per school year;

C. The Superintendent shall receive twelve (12) sick days per year and three (3) personal business days. Sick leave shall accumulate for purposes of illness only and shall not be subject to purchase by the Board of Education at a later date.

D. Up to five (5) days per occurrence to attend the funeral of a member of the Superintendent's immediate family defined as follows: father, mother, father-in-law, mother-in-law, spouse, children, brother or sister, grandparents or grandchildren (of employee or spouse), and any other blood relative or in-law residing in the same household.

7. Disability. The Superintendent shall be granted up to 90 (ninety) days of income protection for personal illness or disability which exceed five consecutive work days in duration. The rate of pay for purposes of income protection shall be the Superintendent's rate of pay on the first day of illness or disability. Such income protection benefit shall not apply at such time that the Superintendent qualifies for long-term disability insurance benefits provided under this agreement. The Superintendent shall furnish medical certification to the Board regarding the necessity for the disability leave. If the Board has reason to doubt the validity of the medical certification supplied by the Superintendent, it may require a second opinion, at Board expense. After taking such disability leave, the Superintendent shall provide the Board a certification that he is fit for duty from the Superintendent's health care provider. A second opinion may be required by the Board, at its expense, unless such a second opinion in this context is precluded by the Family and Medical Leave Act. Should the Superintendent be unable to perform any or all of his duties by reason of illness, accident or other cause beyond his control, and if the disability continues for more than 90 days during any school year, or if it is permanent, irreparable or of such a nature as to make the performance of the Superintendent's duties impossible, the Board may, in its discretion, terminate this agreement, and all the duties, rights and obligations of both parties shall end.

8. Expenses. The District will reimburse the Superintendent for reasonable and necessary expenses incurred on District business upon his presentation of itemized expense statements. It is further agreed that the District shall reimburse the Superintendent for tuition and textbook costs for classes taken to obtain his doctorate degree up to a maximum of \$2,000 (Two Thousand Dollars) per school year.

9. Other Work and Interests. The Superintendent may not accept other employment or work, or acquire interests, that may be adverse to or otherwise interfere with his/her ability to execute his duties under this Agreement, except with prior notice to and approval by the Board.

10. Professional Development. The District will pay, or reimburse the Superintendent, for reasonable and appropriate professional organizations and activities for which he has obtained advance Board approval. It is understood and agreed that in the past the Superintendent has been active in local and state-wide administrative groups, and that he will be permitted to do so under this Agreement, including attending state conferences and workshops as

part of professional development. Attendance at national conferences shall be discussed with the Board in advance.

11. Evaluation. Annually, but no later than March 31<sup>st</sup> of each year, the Board of Education of the School District shall during the term of this Agreement review with the Superintendent the Superintendent's performance, which may include progress toward established goals and his/her working relationships with the Board, staff and community. Consistent with the requirements of Race-to-the-Top legislation, the Board and Superintendent shall also establish criteria for job performance and job accomplishments as a significant factor in determining compensation and additional compensation in accordance with guidelines promulgated by the Michigan Department of Education that may be applicable.

12. Indemnification. The District will defend and indemnify the Superintendent in the event he becomes a party or is threatened to be made a party to any threatened or pending civil action for acts or omissions within the scope of his employment as Superintendent of Schools. The Superintendent will immediately notify the Board and the District of any request for defense or indemnification. The Board and the District have the right to conduct the defense of any civil action for which the Superintendent requests defense or indemnification and the Superintendent will fully cooperate with the Board and the District in such defense. This paragraph survives the expiration of this Agreement.

13. Termination. The Superintendent may terminate this Agreement during its term by providing the Board with at least 60 days advance notice. The Board or the District may terminate this Agreement without further obligation or liability to the Superintendent for salary, remuneration or fringe benefits, if the Superintendent commits acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetence, and/or inefficiency; if the Superintendent materially breaches the terms and conditions of the Agreement; and/or if the Superintendent commits acts otherwise constituting just cause for discharge. "Just cause" shall specifically include, but not be limited to, conviction for offenses involving impairment or illegal possession related to drugs or alcohol. The "just-cause" standard for termination of this Agreement during its term shall not apply to non-renewal of this Agreement at any interval at which the Board is required to take action to renew or not renew it, which decision is discretionary with the Board of Education, or upon final expiration of the term of the Agreement.

14. Arbitration. The Superintendent and the District agree that any and all claims arising from, or relating to, the Superintendent's employment with the District or this Agreement will be subject to final and binding arbitration according to the American Arbitration Association's National Rules for the Resolution of Employment Disputes. The Superintendent and the District also agree that a judgment on the award of the arbitrator(s) may be entered in any court of competent jurisdiction. The Superintendent and the District acknowledge and agree this paragraph of this Agreement precludes either from filing covered claims in court and, therefore, waive any otherwise available right to trial by jury.

15. Limitations of Actions. The Superintendent and the District agree that any civil action or demand for arbitration must be filed no later than 180 calendar days from the date on which the claim or cause of action upon which the civil action or demand for arbitration is based

accrued or no later than 180 days from the termination of the Superintendent's employment, whichever is sooner. The District and the Superintendent waive any longer limitations period.

16. Waiver of Breach. The Board and the District will not waive any breach of any provision of this Agreement except in writing. Such a waiver will not waive future breaches.

17. Severability. If any provision of this Agreement is prohibited by the laws of the United States or the State of Michigan, that provision will be unenforceable without invalidating the remaining provisions of this Agreement.

18. Entire Agreement. This Agreement is the parties' entire agreement and supersedes any other prior or contemporaneous agreement, written or verbal. The Agreement may not be modified or rescinded except by another written agreement, approved by the Board in a public meeting, and signed by both the parties.

RIVERVIEW COMMUNITY SCHOOLS:

\_\_\_\_\_  
Russell E. Pickell

By: \_\_\_\_\_  
Robyn Vitale, Board President

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
James Kiturkes, Board Secretary

Dated: \_\_\_\_\_