

**CRESTWOOD SCHOOL DISTRICT
SUPERINTENDENTS EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made and entered into by and between the Crestwood School District (herein called the "District") and Dr. Laurine VanValkenburg (herein called the "Superintendent").

WITNESSETH:

This District agrees to employ Dr. Laurine VanValkenburg as Superintendent of Schools of the District on the terms and conditions set forth in this Agreement.

1. Term

The term of this Agreement shall be for the period from July 1, 2015 to and including June 30, 2020.

2. Qualification and Duties.

During the term of this Agreement and any extension or renewal thereof, Superintendent agrees to:

- a) Serve the District as it's Superintendent of Schools and perform the duties required by law; serve as chief executive officer and chief administrative officer of the School District;
- b) Obey, fulfill, and implement the policies of the Board of Education of the District;
- c) Carry out or cause to be carried out the educational program and policies of the District;
- d) Keep the Board of Education cognizant of information, which may be of importance to its members;
- e) Prepare agendas for and attend each regular and special meeting of the Board of Education in cooperation with the Board President;
- f) Promote good community relations;
- g) Prepare an annual budget, submit it to the Board of Education for approval in an timely manner, and direct expenditures within the limits of the Board approved budget;
- h) Represent the District in dealing with other organizations, school staff, the public and new media;
- i) Develop organizational goals in cooperation with the Board of Education and other interested parties and keep the Board informed of progress toward the boards; and
- j) Devote her full working time and best efforts in the performance of such duties for the District and to engage in no other gainful employment unless it is approved in advance by the Board of Education of the District in writing;
- k) Present her recommendations to the Board on any subject under its consideration; and
- l) Perform such other functions as the Board may, from time to time, direct.

3. Certification and Qualifications

Superintendent represents that she has 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 Superintendent fails to maintain all certificates, credentials, and qualifications for the position of the Superintendent of Schools, this Agreement and Superintendent's employment shall automatically terminate and the District shall have no further obligations hereunder.

4. Compensation.

- a) For her services as Superintendent of Schools, the District agrees to pay Superintendent a salary of One Hundred Forty One Thousand Four Hundred and Fifty Dollars (\$141,450) for the period from July 1, 2015 through June 30, 2020, payable in bi-weekly installments, each such periodic payment to be as nearly equal as possible. Before the end of each school year of this agreement, the Board of Education will meet to consider a salary adjustment for the Superintendent the following fiscal year. The salary shall be subject to payroll deductions as shall be required by law or requested by the superintendent and determined to be available and proper.
- b) The Superintendent shall also receive merit pay in an amount to be approved by the School District's Board of Education upon her receipt of a performance evaluation from the School District's Board of Education with an overall rating of at least "Effective." The merit pay will be paid in one (1) lump sum immediately upon the Superintendent's receipt of such a performance evaluation.

5. Insurance Benefits.

For her services as Superintendent of Schools, the District shall, at its expense, pay the premiums for enrollment of the Superintendent and her eligible dependents as appropriate by the appropriate insurance underwriter, policy holder, partial self-insurance plan, and/or third-party administrator for the same health, dental, vision, and long-term disability insurance benefits as other Central Office administrators who are not included in a bargaining unit subject to the terms and conditions of such plans. In addition, she shall be provided term life insurance at two times her base salary, she shall also be covered under the District's liability insurance policies.

6. Sick Leave, Vacation and Other Leaves of Absence.

The Superintendent shall be afforded the following sick leave, vacation, and other leaves of absence:

- a) Sick Leave: The Superintendent shall be credited with fifteen (15) days of sick leave for each fiscal year, the unused portion of which shall accumulate up to ninety (90) days. The Superintendent may use up to three (3) sick days per fiscal year for personal business. Sick leave may be used for personal illness or disability of the Superintendent and serious illness or medical care of spouse or dependent. Up to five (5) days of sick leave may be used for a death in the immediate family. Immediate family is defined as mother, father, spouse, brother, sister, brother-in-law, sister-in-law, son, daughter, mother-in-law, and father-in-law. There is no payout for unused sick leave days upon termination of employment.
- b) Vacation: Twenty (20) working days of paid vacation, in addition to paid holidays and days during winter break, spring break, and the week of President's Day except as specified below, during each year of this Agreement. Vacation periods shall be selected by Superintendent during periods of time least disruptive to the operation of the District and shall be subject to approval by the President of the Board of Education. The parties acknowledge and agree that, at the time of the execution of this Agreement, the Superintendent has sixty-nine (69) earned and unused vacation days. Superintendent shall "cash out" ten (10) of these earned and unused vacation days in each school year of this Agreement. The Superintendent shall not be permitted to carryover any additional vacation days. Upon Superintendent's separation from employment with the School District, no payoff will be made for earned and unused vacation days.

c) Holidays: The following holidays shall be with pay:

Labor Day
Thanksgiving Day
Day after Thanksgiving
Day before Christmas
Christmas Day
Day before New Year's
New Year's Day
President's Day
Martin Luther King Day
Good Friday
Easter Monday
Memorial Day
Independence Day

d) Professional/District Days: The Superintendent is granted five (5) days for professional/district use. The days are to be used when the Superintendent is representing the District at various functions and activities.

7. Business and Other Expenses.

- a) Actual and necessary expenses incurred by Superintendent in the discharge of official duties or in the performance of functions authorized by the Board of Education shall be reimbursed upon submission of receipts and reports of expenditures; provided, however, no District funds will be used for alcoholic beverages and no reimbursement shall be made therefore. All such expenses must be approved by the Treasurer of the Board of Education.
- b) The District shall reimburse Superintendent for the cost of an annual physical exam to the extent not covered by health insurance to be performed during September of each year of this Agreement.
- c) The District shall provide Superintendent with a cellular telephone.

8. Professional Meetings and Affiliations.

The District shall pay or reimburse Superintendent for the reasonable and necessary cost to attend a state conference or convention annually and other selected opportunities as mutually agreed and approved by the Board of Education. The District shall pay the membership fees and dues for the Superintendent to join the American Association of School Administrators and the Michigan Association of School Administrators.

9. Evaluation

The Board of Education shall provide the Superintendent with a yearly written evaluation of her performance as Superintendent on or before May 1st of each year (with such consideration in open or closed session, as requested by the Superintendent, in accordance with the provisions of the Open Meetings Act). On or before its regular June Board meeting of each year of this Agreement; the Board of Education and the Superintendent will meet to discuss the performance standards for the following school year.

10. Notice

The Superintendent shall give at least ninety (90) days' notice in writing to the District of her intention to terminate this Agreement. Notice of non-renewal by the Board of Education shall be given in writing at least ninety (90) days before the expiration of the term of this Agreement, as required by Section 1229(1) of the Revised School Code as

amended. This Agreement shall be renewed for an additional one-year period if such notice of non-renewal is not given as provided in Section 1229(1).

11. Tenure

Continuing tenure of Superintendent in any administrative or supervisory capacity is hereby specifically withheld.

12. Termination for Cause

This Agreement may be terminated at any time during its term for good and just cause the School District, but the Board shall not arbitrarily and capriciously dismiss her. Just cause includes, but is not limited to, the failure of either party to perform the duties or satisfy the obligations herein set forth. Superintendent shall have the right to written charges, notice of hearing, and a fair hearing before the Board of Education. If the Superintendent chooses to be accompanied by legal counsel at the hearing, she shall assume the cost of her legal expenses.

13. Indemnification

The Board agrees to indemnify the Superintendent and hold her harmless from and against any and all damages, loss, actions, causes of action, and costs (including reasonable attorneys' fees) resulting from Superintendent's performance of duties under this Agreement only. Superintendent shall not be entitled to indemnification from the Board for any of the Superintendent's acts or omissions undertaken outside the scope of her employment hereunder, or with respect to claim by the Superintendent against the District under this contract.

14. Arbitration and Governing Law

- (a) Any and all disputes under this Agreement shall be submitted to binding arbitration pursuant to labor arbitration rules of the American Arbitration Association. Michigan courts may enter judgment upon and enforce any award entered by the arbitrator within his authority. 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.
- (b) Michigan law shall govern this Agreement and the sole and exclusive remedy under this Agreement shall be monetary damages for any alleged breach. No equitable relief of any kind, including reinstatement, may be granted for any violation of this Agreement, except as necessary to pay a monetary award granted pursuant to binding arbitration.
- (c) The scope of the arbitrator's authority is limited exclusively to the issue of whether a breach of contract occurred and, if so, the measure of monetary damages, which shall not be greater than the value of the salary and benefits remaining at the time of the alleged breach. The arbitrator has no authority to reinstate in the event of a termination of employment.

- d) The Superintendent and the District agree that any demand for arbitration must be filed no later than 180 calendar days from the event or date on which the claim or cause of action is based or accrued (unless the claim or cause of action is subject to a shorter limitations period, in which case the shorter limitations period will apply) 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.'

15. Amendment

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

SUPERINTENDENT

CRESTWOOD SCHOOL DISTRICT

Dr. Laurine VanValkenburg
Dr. Laurine VanValkenburg
Superintendent

Donna M. Ancinec
Donna M. Ancinec, President
Board of Education

6/25/15
Date:

Kevin C. Sauve
Kevin Sauve, Vice President
Board of Education

Ed Garcia
Ed Garcia, Treasurer
Board of Education

Colleen Krizanec
Colleen Krizanec, Secretary
Board of Education

Lynne Senia
Lynne Senia, Trustee
Board of Education

James Taylor
James Taylor, Trustee
Board of Education

Sue Kaminsky
Sue Kaminsky, Trustee
Board of Education