

**Employment Agreement between Cynthia Vujea
and the
Board of Education of the Lakeshore Public School District**

The Board of Education of the Lakeshore Public School District in Berrien County, Michigan (hereinafter "Board") on behalf of the Lakeshore Public School District (the "District") and Cynthia Vujea (hereinafter "Superintendent") enter into this employment agreement (the "Agreement") on the following terms:

1. **Duties.**
 - a. The Superintendent agrees, during the term of this Agreement, to faithfully perform her duties and obligations as the superintendent for the District, including but not limited to those duties required by the School Code. She will act as an advisor to the Board on matters pertaining to school administration and the District, and she will inform the Board of significant administrative action to be taken on its behalf. The Superintendent shall recommend policies and programs to the Board as may be needed. She will faithfully and diligently fulfill all the duties and obligations incumbent upon her as the executive head of the District.
 - b. As part of her authority as the executive head of the District, the Superintendent shall have, the authority to (i), reorganize, and arrange the administrative and supervisory staff in a manner that in her judgment best serves the District; (ii) manage the delivery of educational programs, (iii) oversee the administration and business affairs of the District with the assistance of her staff; and (iv) select, place and transfer personnel within the District; provided, however that the Board shall retain final approval of the hiring of teachers and the hiring of the other administrators in the District.
 - c. The Board agrees that its duties are primarily to approve the District's budget; establish and revise District policy; approve recommended educational programming; hire the superintendent of the District, teachers, other administrative staff; approve collaborative bargaining contracts; and to consider other matters brought to its attention by the Superintendent. The members of the Board shall refer promptly criticisms, complaints, and suggestions called to its attention to the Superintendent for appropriate action as necessary.
2. **Term.**
 - a. The Board agrees to employ Cynthia L. Vujea as superintendent of the District for the term of three years from July 1, 2010 to and including June 30, 2013, subject to the terms of this Agreement.
 - b. The Board shall review this Agreement with the Superintendent annually on or before March 31, 2011 and each year thereafter and advise the Superintendent in writing by that date if the Board has decided based on a good faith evaluation of the Superintendent's performance in accordance with this Agreement, to decline to extend the term of this Agreement for an additional year. Unless the

Board gives written notice of non-renewal of this Agreement to the Superintendent by March 31 annually, this Agreement will, without further action, be automatically renewed, and the Superintendent's compensation shall be addressed when compensation is addressed for other administrative staff for that period. If the parties fail to agree upon the Superintendent's compensation for the additional year, the Superintendent will be compensated for the additional year at the level then in effect immediately prior to the commencement of the additional year. The Superintendent shall advise the Board of this term during the month of January annually.

3. **Evaluation.** The Board shall evaluate the Superintendent, at least annually, using the criteria and evaluation process mutually agreed to by the Board and the Superintendent consistent with relevant provisions of the Revised School Code as they may be amended from time-to-time. The evaluation shall be timely, based on the Superintendent's job performance and accomplishments, consider student growth data as a significant factor in evaluating job performance, and provide constructive feedback.
4. **Tenure.** The Superintendent shall not be deemed to be granted continuing tenure in such capacity but shall be deemed to have been granted continuing tenure as an active classroom teacher in accordance with the provisions of the Michigan Teacher Tenure Act.
5. **Medical Examination.** The Superintendent may have a comprehensive medical examination (once each year) at Board expense by a physician of her choosing. The report of said examination shall be delivered exclusively to the Superintendent.
6. **Certification.** The Superintendent represents that she meets and will maintain any applicable certification/qualification requirements of the Michigan State Board of Education, and meets any other legal requirements necessary to perform her duties as Superintendent of the Lakeshore Public Schools, all of which are conditions of continued employment under this Agreement.
7. **Compensation.** The Board agrees to pay the Superintendent for her services during the term of this Agreement as follows:

- a. Base Salary
 - 1st year \$119,500
 - 2nd year \$123,000
 - 3rd year \$127,000

The base salary shall be paid in equal installments.

- b. The Superintendent shall receive deferred compensation in the form of a tax sheltered annuity in an amount equal to 12% of the annual salary during the first year, 13% of the annual salary for the second year, and 14% of the base salary for the third year.

8. **Relocation Expenses.** The Superintendent shall be provided a one-time payment of \$10,000 to be paid by September 30, 2010 (or as soon as is administratively practical thereafter) in anticipation of moving.

9. **Fringe Benefits.**

a. **Sick Days.** The Superintendent will be entitled fifteen (15) annual sick days. Any unused sick days will accumulate with no limit.

Should the Superintendent be unable to perform any or all of her duties by reason of illness, accident, or other cause beyond her control and has exhausted her sick leave, the District may grant up to a maximum of thirty (30) days per year for extenuating circumstances.

Upon termination of the Superintendent's employment with the district, the Superintendent shall be paid for her unused accumulated sick leave at her per diem rate.

b. **Health, dental, and vision.** The Superintendent shall be entitled to the same health, dental and vision insurance coverage as the Board currently provides for the other District administrators. This level of coverage shall be maintained for the term of this Agreement.

c. **Life Insurance.** The Superintendent shall be entitled to a Universal Term Life Insurance in the amount equal three times her current annual base salary.

d. **Disability.** The Board shall provide the Superintendent with the same short- and long-term disability insurance coverage as the Board currently provides for the other District administrators. This level of coverage shall be maintained for the term of this Agreement.

e. **Vacation Days.** The Superintendent shall be entitled twenty five (25) vacation days per year. In addition to the 25 vacation days per year, for the first year of her service, the Superintendent shall have the week of July 26 through July 30, 2010 as vacation. Five (5) vacation days will be allowed to be carried over into the following year. These shall be in addition to the holidays recognized by the District. Upon retirement or severance from the District, Superintendent shall be entitled to a pay-out of any accumulated vacation days based on a per diem rate of her current salary.

f. **Holidays.** The Superintendent shall not be required to work the holidays that are established under the District's school calendar. In addition the Superintendent shall have as a holiday July 4th.

g. **Personal Days.** The Superintendent is entitled to two (2) personal days per year.

- h. **Mileage.** The Board shall reimburse the Superintendent at the current rate per mile established by the Internal Revenue Service for use of her automobile in conducting business associated with the position of Superintendent of Schools outside the district boundaries.
- i. **Car Allowance.** The Board shall provide the Superintendent with a monthly automobile allowance of \$500 per month.

11. Reimbursement.

- a. **Professional Growth.** The district shall reimburse the Superintendent for all reasonable expenses up to \$2,500 per year incurred for professional development activities, including but not limited to: registration fees, resource materials, membership dues, mileage, meals, lodging and other necessary costs. The Superintendent shall consult with the Board if in her opinion additional funds are appropriate to cover this category of expense for any one year.
- b. **Community and Professional Meetings.** The Superintendent may attend appropriate community and professional functions and meetings at local, state and national levels after giving the Board appropriate notice and shall be reimbursed up to \$2,500 for her and her spouse's reasonable and appropriate expenses, including but limited to personal memberships and meeting costs of service clubs and local organizations.
- c. **Graduate Study** The Board shall reimburse the Superintendent up to \$2,500 per year for expenses incurred for graduate study or other study related to certification and endorsement of her choice that has been approved by the Board as furthering her ability to carry out her responsibilities as the superintendent of the District.

12. Professional Liability.

- a. The District shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions, legal proceedings, and any damages, losses, or costs arising therefrom, including the cost of reasonable attorney fees in defense of such actions and any reasonable amounts paid in settlement thereof, brought against the Superintendent in her individual capacity, or in her official capacity as an agent and employee of the District, provided the incident arose while Superintendent was acting within the scope of her employment and she is not found to be acting in a willful or grossly negligent manner or in a criminal manner.
- b. The District shall procure and maintain liability insurance it deems adequate to meet its obligations under Paragraph a. of this provision. In no case will individual Board members be personally liable to indemnify the Superintendent under the provisions of this Paragraph 12.

- 13. Termination Provisions.** The Superintendent shall be subject to discharge for good and just cause, including but not limited to failing to uphold any material provision of Board policy or failing to maintain the credential and qualifications for the position. However, the Board shall not arbitrarily and capriciously dismiss her. No discharge shall be effective until written charges have been served upon her and an opportunity has been given 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, she may have legal counsel at her own expense.
- 14. 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 the dispute to binding arbitration. Such arbitration shall be conducted at a location within the District under the labor arbitration rules of, and administered by, the American Arbitration Association, and the costs shall be shared equally by the parties. Both parties are entitled to have representation of their own designation; however, each party shall be responsible for the costs of such respective representation.
- 15. Complete Agreement.** This represents the complete agreement between the parties. There are no other agreements or understandings, oral or written, that induced the parties to enter into this Agreement. Any modification of this Agreement must be made in writing and signed both by the Board's authorized representatives and the Superintendent.
- 16. Governing Law and Severability.** This Agreement shall be governed by and shall be interpreted in accordance with the law of the State of Michigan. If any provision of this Agreement is ruled illegal or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain valid and in effect.

In Witness Whereof, the parties have executed this Agreement on the date specified below.

June 16, 2010
Date

Cynthia Vujea
Cynthia Vujea, Superintendent
Lakeshore Public Schools

June 16, 2010
Date

Robert Kenagy
Robert Kenagy, President
Board of Education, Lakeshore Public
Schools