

**CRESTWOOD SCHOOL DISTRICT
SUPERINTENDENT'S 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, 2010 to and including June 30, 2013. On or before June 1 of each year of this Agreement, the Board of Education shall consider a one-year extension of this Agreement. The Board, in its sole discretion and with or without cause, may decline to extend this Agreement for an additional year. However, in the last year of the Agreement, non-renewal of this Agreement at its expiration shall be governed by Section 10.

2. Qualification and Duties.

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

- (a) Serve the District as its 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 a 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 news 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 goals; 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
- (m) 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 Twenty Three Thousand Dollars (\$123,000.00) for the period from July 1 2010 through June 30, 2013, payable in bi-weekly installments, each such periodic payment to be as nearly equal as possible. Before the end of each year of this Agreement, the Board of Education will meet to consider a salary adjustment for the Superintendent for 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.

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 Superintende 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 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. Superintendent shall be entitled to carry over from one fiscal year to the next not more than ten (10) days, but all vacation days shall be used while Superintendent is in the District's employ. No payoff will be made for unused vacation days.

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

Labor Day	Day before New Year's
Thanksgiving Day	New Year's Day
Day after Thanksgiving	Good Friday
Day before Christmas	Memorial Day
Christmas 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 evaluate the Superintendent in writing semi-annually during each year for the first two (2) years of Superintendent's employment and at least once by March 1 of each year thereafter. 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 a 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.

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.