

**SUPERINTENDENT
CONTRACT OF EMPLOYMENT**

THIS CONTRACT is entered into on October 22, 2018 between the Board of Education of Maple Valley Schools, referred to as the "Board", and Dr. Katherine Bertolini as Superintendent, referred to as "Superintendent" in this Contract.

Because the Board of Education at a meeting held on October 1, 2018 approved the employment of the Superintendent in accordance with the terms and conditions of this Contract, and the Superintendent desires to be employed by the Board of Education in accordance with the terms and conditions of this Contract, the parties in consideration of the mutual promises contained in this Contract, agree to the following:

1. TERM. This Contract shall take effect on January 1, 2019 and continue in force through June 30, 2022 or a period of 3-½ years due to the starting date being half way through a normal school year.

THE BOARD SHALL ON OR BEFORE ^{December 31st} ~~March 30~~ OF EACH YEAR CONSIDER TAKING ACTION TO EITHER EXTEND, OR NOT EXTEND, THE CONTRACT WITH THE SUPERINTENDENT FOR AN ADDITIONAL YEAR. IF NO ACTION IS TAKEN BY THE BOARD, THE CONTRACT SHALL NOT BE EXTENDED AND THE EXISTING CONTRACT OF EMPLOYMENT SHALL CONTINUE IN EFFECT AS WRITTEN FOR ITS ORIGINALLY STATED TERM WITHOUT MODIFICATION. IF THE BOARD DECIDED TO EXTEND THE CONTRACT WITH THE SUPERINTENDENT FOR AN ADDITIONAL YEAR, A NEW CONTRACT OF EMPLOYMENT SHALL BE ISSUED, THE SUBSTANTIVE TERMS OF WHICH SHALL BE IDENTICAL TO THE TERMS OF THIS CONTRACT, UNLESS OTHERWISE MODIFIED IN WRITING BY MUTUAL AGREEMENT OF THE PARTIES, WITH THE DATES OF THE TERM OF THE CONTRACT TO BE CHANGED TO REFLECT THE NEW PERIOD OF EMPLOYMENT. THE SUPERINTENDENT SHALL NOTIFY THE BOARD OF THIS PROVISION OF THE CONTRACT ANNUALLY AND NOT LATER THAN ^{November 1st} ~~MARCH 1~~ OF EACH YEAR OF THE CONTRACT. FURTHERMORE, IF APPLICABLE, THE BOARD SHALL PROVIDE SUPERINTENDENT WITH NOTICE OF THE NONRENEWAL OF THIS CONTRACT AT LEAST NINETY (90) CALENDAR DAYS PRIOR TO ITS EXPIRATION.

The board shall allow a relocation allowance up to \$2000 for expense incurred by the Superintendent to relocate from her present residence (East Lansing), to a residence within twenty (20) miles of the district borders upon presentation of receipts to the business office prior to January 1, 2020.

2. **DUTIES.** The Superintendent represents that she meets all Michigan requirements and the qualifications established by the Board of Education and State of Michigan for the position of Superintendent of Schools. The Superintendent agrees to perform the duties of Superintendent in a competent and professional manner in compliance with the laws applicable to the school district and the bylaws, policies, and regulations adopted by the Board of Education.

The Superintendent agrees, as a condition of her continued employment, to meet all certification or continuing education requirements for the position assigned, as are and may be required by law and/or by the State Board of Education. If at any time the Superintendent fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

The Superintendent shall recommend, effectuate, or cause to be effectuated, the policies and programs of the Board of Education as may be adopted.

3. **EVALUATION.** The Superintendent will notify the board by November 1 of each year to schedule her evaluation. The Board will evaluate the Superintendent's performance annually and in writing, on or before December 31, using an evaluation instrument with multiple rating categories, that takes into account data on student growth as a significant factor and established performance goals, and that is mutually agreeable, provided that the Board will establish the evaluation instrument and criteria in the absence of agreement. The Board will grant a request by the Superintendent to meet to discuss her written evaluation in closed session. (MCL 380.1249 and MCL 380.1249b)

4. **TENURE EXCLUSION.** This Contract does not confer tenure upon the Superintendent in the position of Superintendent or any other administrative position in the district.

The Superintendent shall not be deemed to be granted continuing tenure in such capacity or any other administrative position within the district. Additionally, the Board's decision not to continue or renew the employment of the Superintendent for any subsequent period in any capacity shall not be deemed a breach of this Contract or a discharge or demotion within the provision of the Michigan Teachers' Tenure Act.

5. **COMPENSATION.** The Board of Education shall pay to the Superintendent an annual salary of \$105,000. The salary shall be paid in 26 equal installments. **THE BOARD SHALL REVIEW THE SALARY FOR THE SUPERINTENDENT ANNUALLY AND MAY INCREASE THE**

ANNUAL SALARY DURING THE TERM OF THIS CONTRACT; BARRING A FINANCIAL EMERGENCY AS DEFINED BY MICHIGAN LAW, THE BASE SALARY SHALL NOT BE REDUCED IN ANY SUBSEQUENT YEAR. ANY INCREASE IN SALARY MADE DURING THE TERM OF THIS CONTRACT SHALL BE IN THE FORM OF A WRITTEN AMENDMENT AND SHALL BECOME A PART OF THIS CONTRACT WHEN EXECUTED BY SUPERINTENDENT AND THE BOARD.

The Board would also like to offer the Superintendent a performance based pay increase in the form of an annuity at the rate of \$500 for each section of her evaluation that she is rated highly effective or \$250 for each section that she is rated effective. There are five sections in the evaluation tool. The board will extend a \$2500 annual annuity to the Superintendent before June 30, 2020 and each year thereafter.

6. INSURANCE BENEFITS. During the term of this Contract, the Superintendent shall receive the same insurance benefits as the administrative group. Life insurance beyond the first \$90,000 benefit of an additional \$180,000 (approximately 2.5 times the annual salary) will be paid by the board.

The Board reserves the right to change the identity of the insurance carrier, policy holder or third party administrator for any of the above insurance coverages, provided the comparable coverage, as determined by the Board, is maintained during the term of this Contract. The Board shall not be required to remit premiums for any insurance coverages for the Superintendent and her eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder, or third party administrator. The terms of any contract or policy issued by any insurance company or third party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. The Superintendent is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverages. The Board, by remitting the premium payments to which it is obligated under this Contract required to provide the above-described insurance coverages, shall be relieved from all liability with respect to insurance benefits. The amount of the health insurance premium paid by the Board shall not exceed the "cap" in the Publicly Funded Health Insurance Contribution Act (PFHICA). The Board shall have discretion to select and comply with the "cap" in either Section 3 or Section 4 of the PFHICA. The amount of the premium in excess of the "cap" shall be paid by the Superintendent through payroll deduction. Health insurance costs to be paid by the Superintendent shall include any amount needed to comply with interpretations of the PFHICA by the Department of Treasury or the Department of Education, including interpretations related to cash-in-lieu of health insurance.

The Superintendent shall have the option of choosing the vision and dental insurance package

plus \$400 per month cash-in-lieu of health insurance if the administrative group is provided this option.

7. OTHER BENEFITS. The Superintendent is entitled to the following specific benefits:

A. Vacation and Holidays. The Superintendent shall receive twenty (20) vacation days during each year (July 1-June 30) of the Contract. The Superintendent shall personally notify the Board President at least seven (7) days prior to using five (5) or more vacation days at one time. No more than 10 unused vacation days can carry over until October 1st, (or otherwise accumulate) from one year to the next.

The Superintendent is not expected to work on the paid holidays of Fourth of July, Labor Day, Thanksgiving and the Friday following Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Good Friday (unless school is in session) and Memorial Day. The Board recommends, but does not mandate that the Superintendent take some vacation time during the Christmas to New Year break and at spring break.

B. Sick Leave. The Superintendent shall receive twelve (12) sick leave days during each calendar year covered by this Contract. Unused sick leave days may accumulate up to one hundred fifty (150) days. The Superintendent may use all or any portion of her leave to recover from her own illness or disability. She may use up to fifteen (15) days annually of her sick leave time for illness in her immediate family. Unused sick leave shall have no cash in lieu of use value during the first five years of employment. However, if the Superintendent chooses to leave after five continuous years of service under the provisions of section 9 below, unused sick days may be turned in for 20% of their full per day value.

C. Funeral Leave. The Superintendent may take up to a maximum of five (5) days per death in the immediate family. These days are not chargeable against the Superintendent's sick leave. Time necessary for attendance at a local funeral service of a person whose relationship to the Superintendent warrants such attendance is allowable and not chargeable against the Superintendent's sick leave.

D. Personal Business Days. Two (2) personal business leave days shall be granted to the Superintendent for each school year for personal business which cannot be handled outside the regular business hours. Personal business days may accumulate to a maximum of five (5). Thereafter, all unused days shall be added to the Superintendent's accumulated sick leave at the end of each school year.

E. Professional Development. The Board of Education believes it is desirable for the Superintendent to participate in professional meetings, conventions, seminars, workshops, and similar activities that directly benefit the school district at no cost to the Superintendent, BASED

ON WHAT IS BUDGETED. Any Professional Development that does not meet above mentioned requirement shall be approved in advance by the Board President.

F. Dues and fees. The Board of Education agrees to pay the dues for one state and one national professional organization for the Superintendent.

The District shall pay the Association dues of the Superintendent for the American Association of School Administrators, the Michigan Association of School Administrators and M.A.S.A. Region in which the School District is located as well as other approved appropriate affiliations.

G. Travel expenses. The Superintendent will be reimbursed at the IRS rate for travel required by the position, both in and out of the district, which necessitates use of a personal automobile. In addition, the Board of Education agrees to reimburse reasonable costs for meals, lodging, and other business expenses when such expenses are incurred by the Superintendent on official school business. **ALL TRAVEL AND REIMBURSEMENT EXPENSES ARE TO FOLLOW BOARD POLICY 3440 WITH THE EXCEPTION THAT THE APPROVAL SHALL COME FROM THE BOARD PRESIDENT.**

H. Professional Liability The Board of Education will carry umbrella liability insurance sufficient to cover the actions of the Superintendent in the course of her employment.

The Board shall provide public liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgments resulting from her functioning as Superintendent. The terms of such insurance policy shall be controlling respecting defense and indemnity of the Superintendent. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above insurance coverage. The Board shall further consider on a case-by-case basis providing legal defense and/or indemnification to the Superintendent to the extent such amounts are not covered by insurance, as is authorized by MCL 380.11(a)(3)(d). In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

8. MEDICAL EXAMINATION

The Superintendent may be required by Board to have a comprehensive medical examination. The Board may require a statement certifying to the physical competency of the Superintendent which shall be submitted to the Secretary of the Board of Education and shall be treated as confidential information. The cost of said physical examination and reports shall be paid by the District.

Additionally, upon the Board's request, the Superintendent shall authorize the release of medical information necessary to determine if the Superintendent is capable of performing the essential job functions required by her assignment, with or without reasonable job accommodation(s). Any

physical or mental examination or disclosure of such information required of the Superintendent by the Board shall be job related and consistent with business necessity. Any medical or psychological examination under this section shall be at Board expense. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.

9. **TERMINATION.** The board may terminate the Superintendent and this Contract at any time for cause during its term for any act by the Superintendent of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetence, inefficiency for any material breach of the terms and conditions of this contract including failure to uphold any Boards of Education bylaw, policy, or regulation, or for other causes that are not arbitrary or capricious, as determined by the Board including failure to maintain the credentials and qualifications for the position of Superintendent as required by this Contract, the Contract shall automatically terminate. The foregoing standards for termination of this Contract during its term do not apply to non-renewal of this Contract at the expiration of its term, which is discretionary with the Board.

No discharge shall be effective until written charges have been served upon her and she shall have an opportunity 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.

The Superintendent may terminate this contract by delivering to the Secretary of the Board a written notice of her election to terminate at least sixty (60) days prior to any intended date of termination.

10. **SEVERABILITY.** If any provision of this Contract is ruled illegal or unenforceable by a court of competent jurisdiction, the remainder of the Contract not affected by the ruling shall remain valid and in effect.

11. **GOVERNING LAW.** This Contract is governed by and shall be interpreted in accord with the laws of the State of Michigan, subject to Section 12, below.

12. 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 such to binding arbitration. Such arbitration shall be conducted under the rules of, and administered by, the American Arbitration Association. The arbitrator's

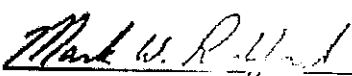
fee and the expense of the American Arbitration Association shall be shared equally by the parties. All parties are entitled to have representation of their own designation; however, each party shall be responsible for the costs of such respective representation.

13. ADDENDUM to Contract for Transitional Employment

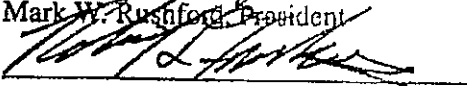
- a. The Board and Superintendent agree that prior to January 1, 2019, that the Board will contract with the Superintendent for no more than a total of 20 days at a rate of \$350 per 8 hour day. The Superintendent is responsible to document the days worked and submit documentation to the district business office on a two-week basis, but at no time shall she exceed the total amount of days expressed earlier in this addendum. It is understood that up until January 1, 2019, the Superintendent will be covered under the Professional Liability section of the Contract of Employment.

We, the parties to this Superintendent's Employment Contract, sign our names and execute this Contract as of the day and year written in the opening paragraph.

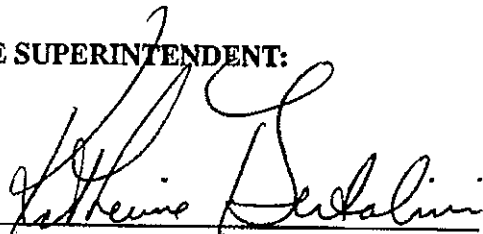
FOR THE BOARD OF EDUCATION: BY THE SUPERINTENDENT:



 Mark W. Rushford, President



 Robert L. Franks, Secretary



 Katherine Bertolini

10/19/18

 Date

