

Maple Valley Public Schools Superintendent Contract of Employment

This Contract is made by and between Maple Valley School District (hereinafter referred to as the District) and **Dr. Katherine Bertolini** (hereinafter referred to as the Superintendent). The District agrees to employ the Superintendent for a period December 9, 2024 through June 30, 2027, renewable annually. Superintendent agrees to accept the position for such term of employment under the following conditions.

1. During such employment, the Superintendent will fulfill duties and responsibilities of said position as described by the Board's policies, rules and regulations, performing such duties at a professional level of competence.
2. **Compensation.** The annual salary will be \$132,131.89 starting the 2024-25 fiscal year at 260 days/year. The Board shall review the salary for the Superintendent annually 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 pay schedule approved by the board on June 24, 2024 and shall become a part of this Contract when executed by the Superintendent and the Board.

The Board would also like to offer the Superintendent a performance merit based pay increase in the form of a merit annuity at the rate of \$1,000.00 for each section of her evaluation that she is rated Effective. There are five sections in the evaluation tool. The Superintendent will be entitled to annual merit pay if she maintains the effective rating on the most recent evaluation.

The Board will also extend a \$5,000.00 annual annuity to the Superintendent before June 30th of each school year.

3. **Evaluation.** It is understood and agreed that the professional service of the Superintendent will be evaluated annually, or biennially in alignment with MCL380.1249b(lj) using the MASB Superintendent Evaluation Tool, on or before December 31st of each school year. The Superintendent will notify the Board by November 1st of each year to schedule her evaluation. A copy of this evaluation will be given to the Superintendent with the right to add written comments. Any comments added by the Superintendent will become a permanent part of the evaluation. If the Superintendent receives a highly effective or effective evaluation for three years in a row, she will receive a biennial evaluation in alignment with state law. If no recommendation is made or it is favorable, the Contract will automatically be extended for one year. 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 Board will grant a request by the Superintendent to discuss her written evaluation in closed session.
4. **Non-Renewal.** The decision whether or not to renew or extend this contract is solely within the discretion of the Board of Education. The Superintendent acknowledges that she has no expectation of employment beyond the expiration date established in this contract. However, in the event the Board of Education shall decide not to renew the Superintendent contract it should be for "good and just cause reasons" and not for "arbitrary and capricious reasons." Prior written notice shall be given to the Superintendent at least Ninety (90) calendar days prior to its expiration. In the absence of notice for non-renewal and provided that the Superintendent receives an "effective" or "highly effective" rating, or if the Board of Education fails to evaluate the Superintendent within the contract time frame, the contract is automatically extended by one year as to maintain a continuous three-year agreement. During years when the Superintendent is not evaluated in alignment with state law MCL 380.1249b(lj) the automatic renewal provision would occur as described above unless the Board of Education provided proper written notification that the contract would not be extended by one year.

5. **Duties.** The Superintendent represents that she meets all Michigan requirements and the qualifications established by the Board of Education and the 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.

6. **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.
7. The payment of salary to the Superintendent will conform with and be subject to all federal, state and Board regulations governing deductions from the above specified salary of any income taxes, social security taxes, retirement system deductions and any other deductions as shall be authorized by the Superintendent.
8. **Personal and Sick Days.** The Superintendent will be allowed leave of absence in accordance with the rules and regulations of the District. At the beginning of each year of the Contract, the Superintendent will be credited with twelve (12) days of Paid Time Off (Pto). The unused portion will accumulate to a maximum of one hundred fifty (150) days.

Hours may be used for her leave to recover from her own illness or disability. She may use up to fifteen (15) days annually of her Pto time for illness in her immediate family. Immediate family is defined as spouse, parents, brother or sister, children, grandchildren, father or mother-in-law, and others living within the Superintendent's household for whom she has custodial responsibility.

Unused Pto hours 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, Pto days may be turned in for 20% of their full per day value.

9. **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). Personal business days will be added to the Superintendent's accumulated Personal and Sick Days.
10. **Leave of Absence.** Leave of absence with pay chargeable against the Superintendent's sick leave allowance may be granted for the following reasons:
 - A. **Emergency leave:** The definition of emergency will be determined by the Board President. Such leaves are not to exceed three days per school year. Such leaves must have the approval of the Board President.
 - B. **Critical illness in the immediate family.**

- C. Attendance at the school graduation of a son/daughter, husband, with an allowance of one day unless travel requires additional time.

11. **Other leaves of absence.**

- A. A leave of absence may be granted not to exceed one year for sickness. Special provisions would be necessary with the Board of Education covering leave of absence over an extended period of time.
- B. Leaves of absence with pay not chargeable against the Superintendent's sick leave allowance will be granted for the following reasons:
 - 1. Death in family: Absences without loss of salary will be allowed not to exceed five days, upon a death in the immediate family. Immediate family is defined as spouse, parents, brother or sister, children, grandchildren, father or mother-in-law, grandparents, grandparents-in-law and others living within the Superintendent's household.
 - 2. Death in extended family: May take up to two (2) days of paid leave per year for attendance at a funeral service of a member of extended family
 - 3. Compulsory absence: There will be no deduction of salary for legal compulsory absence from duty for jury duty, or subpoenaed to attend court. The Superintendent will receive full daily salary with the jury duty pay being returned to the District.
- C. With prior approval by the School Board President, the Superintendent may use paid time off or take an uncompensated day to attend the funeral services of a person whose relationship to the Superintendent warrants such attendance.

12. The Superintendent will have the following paid holidays:

Independence Day	New Years Eve Day & New Years Day
Labor Day	Memorial Day
Thanksgiving Day & day after	Good Friday (unless school is in session)
Christmas Eve Day & Christmas Day	

If these dates fall on Saturday, the Superintendent will not be expected to work on Friday. If these dates fall on Sunday, the Superintendent will not be expected to work on Monday. The Board recommends, but does not mandate that the Superintendent take some vacation time during the Christmas Break and Spring Break.

13. **Vacations.** The Superintendent will receive twenty (20) vacation days per school year. 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 forty (40) unused vacation days can carry over from one school year to the next. The Superintendent will have the option to cash out five (5) vacation days per school year at her daily rate. At the end of employment her vacation days will be paid out at her daily rate.

14. **Insurance Benefits.**

- A. Effective July 1, 2018 the Board shall make the following maximum contributions toward the payment of health, LTD, dental, vision and life insurance premiums (Plan A) to a policy of the Administration Association Agreement choice, for all full-time employees, with payments being pro-rated for eligible part-time employees who are one-half time or more who complete their contractual obligation to obtain insurance coverage for a full twelve (12) month period. These contributions shall be equal to the hard cap established by the State of Michigan in Public Act 152 as annually adjusted. The Board is the Policyholder in order to qualify for State of Michigan "best practices" eligibility. Any premium amounts for insurance exceeding the Board premium contributions (below) are the responsibility of the enrolled employee and will be payroll deducted.

The district will fund the insurance deductible into a Health Savings Account (HSA) quarterly in January, April, July and October.

Health Insurance:

Full Family	Per Cap
2-Person	Per Cap
Single	Per Cap

Dental, Vision, Long Term Disability and Life Insurance portion will be covered by the district at 85%.

Life Insurance beyond the first \$90,000.00 benefit of an additional \$180,000.00 will be paid by the Board.

- B. Employees not electing health insurance shall be eligible for Dental, Vision, Long Term Disability and Life Insurance (Plan B) will be covered by the district at 85% and will receive a cash payment in lieu of health insurance of \$400 per month or \$4,800 per year:
15. **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.
16. **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 (MASA) and MASA Region VI as well as other approved appropriate affiliations.
17. **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.

18. **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 said 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) (30) (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.

19. **Medical Examination.** The Superintendent may be required by the 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 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 the Board's expense. Any information obtained from the medical or psychological examinations or inquiries shall be considered and treated as confidential.

20. **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 Board of Education bylaws, policies, regulations, 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.

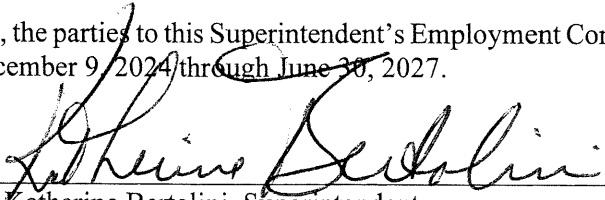
21. **Severability.** If any provision of this Contract is ruled illegal or unenforceable by a court of competent jurisdiction, the remainder of the Contract not affected by the ruling shall remain valid and in effect.

22. **Governing Law.** This Contract is governed by and shall be interpreted in accord with the laws of

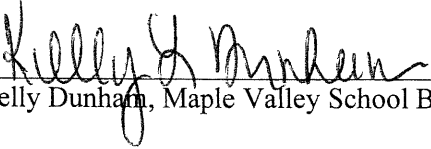
the State of Michigan, subject to Section 22, below.

23. **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.
24. **Addendum.** The Board and the Superintendent agree to open negotiations at any time during the school year to review a set amount or percentage increase depending upon the District's financial status and the State's Revenue Funding.

We, the parties to this Superintendent's Employment Contract, sign our names and execute this Contract as of December 9, 2024 through June 30, 2027.


Dr. Katherine Bertolini, Superintendent

12/19/2024
Date


Kelly Dunham, Maple Valley School Board President

12-16-24
Date