

SUPERINTENDENT'S EMPLOYMENT CONTRACT

Between
Linda M. Van Houten
and the Board of Education
of the Greenville School District

This contract is entered into on the 1st day of July, 2018, between the Board of Education of the Greenville School District, referred to as the "Board of Education," and Linda M. Van Houten, referred to as "Superintendent," in this contract.

Because the Board of Education at a meeting held on the 25th day of June, 2018 approved the employment of Linda M. Van Houten as Superintendent in accordance with the terms and conditions of this contract, and Linda M. Van Houten 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 the 1st day of July, 2018 and continue in force through the 30th day of June, 2021, subject to extension and termination as provided in Paragraph 4.
2. **Duties.** The Superintendent represents that she meets all Michigan requirements and the qualifications established by the Board of Education of this administrative position. The Superintendent agrees to serve for 12 months each school year and 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. Superintendent agrees not to engage in any outside employment activities that result in remuneration.
3. **Evaluation.** The Superintendent will be evaluated by the Board of Education as prescribed by Board policy. The Superintendent will remind the Board of this responsibility in a timely manner.
4. **Extension.** This contract may be extended either by option of the Board of Education or by operation of law, as follows:
 - A. **Board Option.** The Board of Education shall annually set the salary to be paid to the Superintendent for that school year. All other terms and conditions of this contract shall remain unchanged unless changes are mutually agreed to by the parties.

The Board of Education in its sole discretion and with or without cause may decline to extend this contract for an additional year. The Board shall review this contract with the Superintendent annually, and shall, on or before March 31 of each year take official action determining whether or not it is extended for an additional year and notify the Superintendent of this action in writing.
 - B. **Operation of Law.** Unless the Board of Education gives written notice of non-renewal of this contract to the Superintendent at least 90 days before the contract's termination date, this contract will, without further action, be automatically renewed for an additional one-year period as provided by Public Act 183 of 1979. The Superintendent annually shall advise the Board of Education of this obligation during the month of January.
5. **Tenure Exclusion.** This contract does not confer tenure upon the Superintendent in the position of Superintendent or any other non-classroom position in the district.
6. **Compensation.** The Board of Education shall pay the Superintendent an annual salary of \$153,850 dollars for the school year 2018-2019 and a salary of not less than \$154,587 beginning

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with the 2019-2020 school year and not less than \$155,323 dollars for the 2020-2021 school year. The annual salary shall be paid in 26 equal installments. The Board of Education retains the right to adjust the salary during the continuation of this contract, but an adjustment shall not reduce the annual salary below the figures specified in this paragraph.

- A. In each year of this contract, The Board of Education will provide compensation in the sum of Ten (10) Percent of the base salary to be used for investment in a tax-deferred educational investment instrument such as 403-B, annuity, or other tax deferred instruments chosen by the Superintendent. Payments of said compensation will be paid out as directed by the Superintendent either bi-weekly or monthly. This is considered to be a non-elective contribution for tax purposes.
- B. The Board of Education, upon a rating of Effective or Highly Effective, with student growth and assessment data weighted 25% per Sections 1249 of the Michigan Revised School Code, shall provide a payment equal to 2.5% of the base pay, payable as of the last pay period in June. Subject to changes in statutory performance evaluation in student growth in section 1249 of the Michigan Revised School code.

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

- A. Unless otherwise specified in this agreement, the Superintendent shall receive insurance, compensation, and fringe benefits not less than those granted by the Board of Education to teachers and administrators employed by the Board of Education in compliance with state law. Examples include: Degree stipend, tuition reimbursement, gas stipend, etc.
- B. The Superintendent shall receive 25 days of paid vacation annually exclusive of legal holidays. The annual cut-off date for use of paid vacation days will be June 30. A maximum of up to ten (10) vacation days can be carried over to the next year or be paid at the preceding year daily rate. Unused days beyond the ten (10) days will be annually cleared from the record. Vacation time is granted on the first day of the new contract year.
- C. The Board of Education shall provide the Superintendent the cost of tuition and fees in an amount equal to other professional administrative staff.
- D. The Board of Education retains the right to adjust the superintendent's benefits, but in no case will they be less than those specified in this contract. Any additional benefits must be agreed to by the parties and added to the contract or included in a signed letter of agreement.
- E. The Board will provide an annual stipend of \$2,000 for vehicle usage of the Superintendent's personal vehicle in the execution of job duties. In recognition of the travel required in serving as Superintendent, the district will provide the Superintendent with a fleet gas credit card to reimburse for travel cost associated with school business. The superintendent may also use the District's unleaded fuel dispensing system at Central Services to fuel her personal vehicle while performing her duties as superintendent.

8. Professional Development. The Superintendent is encouraged to be active in her professional associations. The Superintendent may join appropriate local, state, and national professional organizations as approved by the Board of Education with dues paid by the Board.

The Superintendent is encouraged to attend professional conferences and meetings of organizations such as MASA and MASB. Expenses for attendance at professional conferences and meetings shall come from designated budgets and be in keeping with expense procedures.

9. Special Provisions. The Board prefers that the Superintendent live within the boundaries of the school district.

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10. **Voluntary Annuity Program.** The District at the request of the Superintendent and in accordance with the federal law, shall withhold and transfer an amount of salary to a tax-deferred annuity program through payroll deduction.

11. **Termination.** The Superintendent represents that she holds all certifications, credentials, or other qualification required by law and by the district to serve in the position of Superintendent. The Superintendent shall complete all Continuing Education Units required by law or Michigan Department of Education regulations. If, at any time, the Superintendent fails to maintain the credentials and qualifications for the position of Superintendent as required by this contract, the contract shall automatically terminate.

The Board of Education shall be entitled to terminate the Superintendent's employment at any time during the term of this Contract for just cause which shall include acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if Administrator materially breaches the terms and conditions of this Contract. To the extent required by law, "just cause" shall include reasons that are not arbitrary or capricious.

In the event that the Board of Education undertakes action to dismiss Superintendent during the term of this contract, she shall be entitled to written notice of charges at least ten days prior to an opportunity for a hearing before the Board. In the event of termination of employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

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

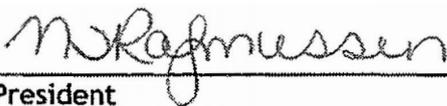
13. **Dispute Resolution.** Any dispute or controversy relating to a provision of the contract or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its arbitration rules, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

14. **Governing Law.** This contract is governed by and shall be interpreted in accordance with the law of the State of Michigan.

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



President





Vice-President