

CONTRACT OF EMPLOYMENT
Patricia Walstra, Superintendent
ORCHARD VIEW SCHOOLS
July 1, 2012 – June 30, 2014

TERM OF EMPLOYMENT:

It is hereby agreed by and between the Board of Education of the Orchard View School District (hereinafter "Board") and Patricia Walstra (hereinafter "Superintendent") that pursuant to Section 1229(1) of the Revised School Code, the Board in accordance with its action found in the minutes of its meeting held on April 16, 2012 has and does hereby employ the said Superintendent for a 2 year period commencing July 1, 2012 and ending June 30, 2014. *The Board shall also review this contract with the Superintendent annually and shall, on or before the regular April Board meeting of each ensuing year, take official action determining whether or not it is extended for an additional year, according to the terms and conditions as described and set forth herein as follows:*

DUTIES:

Superintendent shall perform the duties of Superintendent as prescribed by the Board and as may be established, modified and/or amended from time to time by the Board. Superintendent acknowledges the ultimate authority of the Board with respect to her responsibilities and directions related thereto. (Superintendent is subject to assignment and transfer to another administrative position of employment in the School District at the discretion of the Board.)

CONTRACT VALIDITY:

Superintendent represents that she possesses, holds 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 assigned. Additionally, Superintendent agrees, as a condition of her continued employment, to meet all 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 Superintendent fails to maintain all certificates, credentials, continuing education requirements and qualifications for the position assigned as required herein, this contract shall automatically terminate and the Board shall have no further obligation hereunder.

RESPONSIBILITIES:

Superintendent agrees to devote her talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Superintendent agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, Superintendent agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board to carry out the educational programs and policies of the School District during the entire term of this contract. Superintendent pledges to use her best effort to maintain and improve the quality of the operation of the School District and constantly promote efficiency in all areas of her responsibility.

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MEDICAL LEAVE:

In the event of Superintendent's mental and/or physical incapacity to perform the duties of her office, she shall be granted an initial leave of ninety (90) workdays for purpose of recovery. The Superintendent shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the ninety (90) workday period to be unpaid. Health plan premium payments shall be made on behalf of Superintendent during this interval to the extent required by law. Upon utilizing leave under this provision, Superintendent shall furnish medical certification to the Board (or its designee) respecting the necessity for the leave.

- a) If the Board (or designee) has reason to doubt the validity of the medical certification supplied by Superintendent, it may require a second opinion, at Board expense.
- b) Superintendent may request a ninety (90) work day unpaid leave extension in the event of her physical and/or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is a verified prognosis that Superintendent will be able to resume her duties at the conclusion of the extended leave interval. Medical certification shall be supplied by Superintendent as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.
- c) If Superintendent is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), her employment and this contract may be terminated at the option of the Board. However, no such termination shall occur where restoration after leave is required by the Family and Medical Leave Act.
- d) Prior to resumption of duty after an unpaid leave of absence for a serious health condition, Superintendent shall provide to the Board a fitness for duty certification from Superintendents' health care provider. The Board, at its expense, may require a second opinion unless the securing of the second opinion in this context is precluded by the Family and Medical Leave Act.

TENURE:

Superintendent agrees that she shall not be deemed to be granted continuing tenure in the position initially assigned or to which she may be assigned or transferred or in any capacity other than that of a classroom teacher, should the probationary period required for tenure as a teacher be fulfilled, by virtue of this contract or any employment assignment (requiring certification) with the School District. Nor shall the decision of the Board not to continue or renew the employment of Superintendent for any subsequent period in any capacity, other than as a classroom teacher, as may be required by the

CAR ALLOWANCE:

The Board agrees to reimburse the Superintendent, three hundred fifty dollars (\$350.00) per month for the use of her personal automobile while carrying out her duties in and around the school district.

CHANGE IN INSURANCE CARRIER:

The Board reserves the right to change the identity of the insurance carrier, policyholder or third party administrator for any of the above coverage's, provided that comparable coverage, as determined by the Board, is maintained during the term of this Agreement. The Board shall not be required to remit premiums for any insurance coverage(s) for 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. Superintendent is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The Board, by remitting the premium payments required to provide the above-described insurance coverage(s), shall be relieved from all liability with respect to insurance benefits.

HOLIDAYS:

Superintendent is entitled to the following holidays for which no service to the School District is required:

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|--------------------------------|--------------------|
| Day before Labor Day | |
| Labor Day | New Year's Eve Day |
| Thanksgiving Day | New Year's Day |
| The Day after Thanksgiving Day | Good Friday |
| Christmas Day | Memorial Day |
| The Day before Christmas | Fourth of July |

SICK/PERSONAL DAYS:

If Superintendent is absent from duty on account of personal illness or disability, she shall be allowed full pay for a total of twelve (12) days per contract year and four (4) personal days per contract year. Unused paid personal days will move to sick days. Unused paid leave days hereunder may be used for absence due to personal illness or disability of Superintendent. Sick days shall accumulate to an unlimited number. Any unused sick days will be reimbursed at a per diem rate at the time of retirement/resignation with the district.

DUES/MEMBERSHIPS:

Subject to express approval by the Board, the fees or dues for membership in appropriate professional organizations shall be paid by the Board. Subject to prior approval by the Board, the Superintendent may attend appropriate professional meetings at the local level, is authorized to attend up to two (2) state conferences and one (1) national conference annually, and shall be reimbursed for any registration fees, tuition, travel, lodging and/or reasonable meal expenses for himself/herself in relation thereto not prepaid by the Board.

counsel of her choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery and the right to a fair hearing. However, Superintendent, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.

The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and Superintendent, subject to the right of Superintendent to seek to tax such fees as costs against the Board.

Any claims for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within one hundred eighty (180) days of the effective date of Superintendent's discharge during the term of this Contract. The Decision and Award of the arbitrator shall be final and binding and judgment thereon may be entered in the Circuit Court of the 60th Judicial Circuit of Michigan Muskegon County.

SEVERABILITY OF PROVISIONS:

If any provisions of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this contract shall continue in full force and effect without said provision(s).

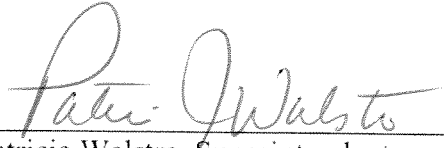
TERMS:

Terms of this contract are contingent to the passing of a Michigan Criminal History Background Check, Unprofessional Conduct Check and passing a physical check-up by the school service.

EXECUTION OF CONTRACT:

This Agreement is executed on behalf of the Orchard View School District pursuant to the authority granted as contained in the resolution of the board adopted on **April 16, 2012**, the same being incorporated herein by reference.

IN WITNESS WHEREOF, the parties have caused this Agreement to be exceeded on the day and year first above written.



Patricia Walstra, Superintendent




Date

ORCHARD VIEW BOARD OF EDUCATION



Tom Joppie, Board President



Date

Janet Taylor, Board Secretary

Date