

Coopersville Area Public Schools

Superintendent Contract

April 18, 2011

THIS CONTRACT, between the COOPERSVILLE AREA PUBLIC SCHOOL BOARD OF EDUCATION ("Board") and Ron Veldman ("Superintendent"), is made with respect to the following provisions:

1. Contract Period

This contract covers Superintendent's employment with the Board during the contract term beginning September 1, 2011, and ending June 30, 2014, and is subject to termination or nonrenewal as described herein.

2. Qualifications/Assignment

Superintendent represents that he holds all certification and qualifications required by law or policy for the administrative staff assignment of Superintendent. This Contract shall terminate if any such certification or qualifications are allowed to lapse or expire or if they are suspended or revoked. Superintendent is subject to assignment and/or transfer at the discretion of the Board to another administrative assignment.

3. Employment duties

Superintendent shall comply with all applicable requirements and provisions of the Revised School Code ("School Code") or any other applicable law, rule or regulation, and all rules, regulations, policies or directives of the Board (whether issued by the Board or its designee); and Superintendent shall conscientiously perform all duties and responsibilities of his/her assignment(s), whether prescribed by law, by the Board, or its designee. It is understood that the Board may change or modify the administrative job duties of the Superintendent at any time. At a minimum, such duties require the Superintendent to serve as chief executive officer and chief administrator of the School District. He shall be expected, subject to the Board's desire in a particular manner to:

- a. Present his recommendations to the Board on any subject under consideration by said Board;
- b. Attend each meeting of the Board;
- c. When the Board establishes or appoints a committee on which it desires staff or community representation, the Superintendent or his designee may be invited to serve on the committee as an ex officio non-voting member;
- d. The Superintendent is responsible, subject to Board approval and ratification, for managing, organizing, and arranging District operations and personnel in a manner that, in his judgment, best serves the District. The Board, individually and collectively, shall refer criticisms, complaints, and suggestions called to its attention about District operations and personnel to the Superintendent for study and recommendation.
- e. The Superintendent may undertake non-School District related activities (e.g., consultative work, speaking engagements, teaching, writings, lecturing) provided prior approval is received from the Board. If the Superintendent receives compensation for such activities, he will be required to use vacation time to cover the time missed from work. In the event the Board, in its sole discretion, determines that any such activity interferes with the Superintendent's satisfactory performance of duties, the Board may require that the Superintendent cease some or all of such

outside activities. In no case will the Board be responsible for any expense attendant to the performance of outside activities.

4. Non-Tenure

Superintendent shall not, by virtue of this Contract, acquire tenure in any administrative or other non-classroom position.

5. Compensation

Board shall pay Superintendent, for services performed pursuant to this Contract, annual compensation in the amount and manner prescribed below:

a. Base Salary

\$136,000 annual salary, prorated in 2011-2012, September 1, 2011 through June 30, 2012. Salary shall be paid in installments beginning with the first pay period in September, 2011, and continuing through the normal payroll procedures of the District.

b. Tax Deferred Annuity

As further compensation for services performed pursuant to this Contract, and provided that Superintendent maintains a satisfactory/effective evaluation, the Board shall make a non-elective contribution in the amount of \$9,000 annually to a section 403b account designated by the Superintendent in accordance with district procedures.

c. Longevity

The Board agrees that the Superintendent is entering this position with 15 years of Administrative service and will receive, as further compensation for services rendered, \$6,000 longevity pay in 2011-2012. He shall continue to accrue one additional year of longevity for each year of service beginning July 1, 2011. Longevity payments shall increase to \$9,000 annually with 20 total years of longevity and to \$12,000 annually with 25 years of longevity.

d. Future Salary Adjustments

Compensation beginning in July 1, 2012 shall be mutually determined by the Board and Superintendent. There shall be no increases in base salary, annuity, or longevity (although longevity shall continue to accrue) for the first three years of this Contract without the explicit approval of the Board. Future increases, if any, in any component of compensation are contingent upon Superintendent's receipt of an overall rating at the level of satisfactory/effective or higher within the final year-end evaluation of job performance and job accomplishments.

6. Other Benefits or Provisions

In addition to the foregoing, Superintendent shall receive and/or be subject to the following fringe benefits:

a. Mileage Reimbursement: Per IRS (max. rate allowed without taxation)

b. Vacation: 20 days annually granted at beginning of year, July 1; may carryover any unused days as of June 30 of previous year; the District shall pay Superintendent for up to 5 carryover days not used by December 31 with any carryover days in excess of 5 not used by December 31 being forfeited. The Superintendent shall be allowed to carryover vacation days he has earned with the District prior to the effective date of this contract without restriction

c. Reasonable computer equipment, which shall remain the Board's property, shall be provided to the Superintendent. Personal use of said computer equipment is exempt from the District fair use policies.

d. Health Premiums

The Board will pay 80% of the health insurance premiums on behalf of the superintendent for full family coverage for the 2011-12 fiscal year, not to exceed any amount as may be mandated by subsequent legislation, if any. The Superintendent may select to enroll in any of the district policies offered to other district employees if allowed under the respective insurance carrier's policies. In the event that the Superintendent elects not to receive health benefits at any time during the term of this contract, he shall receive cash in lieu payments equal to 80% of the amount that the Board would otherwise have paid toward his premiums for the 2011-12 fiscal year.

e. Life Insurance \$300,000

f. Accidental Death & Dismemberment Life Volume \$300,000

g. Dependent Life \$15,000

h. Vision Self funded Board approved benefit schedule

i. Dental Board approved benefit schedule

j. Death of Superintendent

In the event of the death of the Superintendent, to the extent the Superintendent is receiving benefits noted in this section (i.e. if the Superintendent is receiving cash in lieu of health insurance, the Board shall not be obligated to continue health insurance), the Board shall provide continued health, dependent life, vision and dental benefits for six (6) months or until the following July, whichever is later, to the Superintendent's spouse or dependent children, as applicable, or until MPSERS provides such benefits at no cost to his spouse or dependent children.

k. Accrued Leave

The Superintendent shall receive eighteen (18) accrued leave days (sick and personal) annually in accordance with District policies which shall be used in accordance with District policies. Worker's Disability Compensation and any other salary continuation plan for which the Board makes payment shall be an offset to any accrued leave payments. Upon Superintendent's retirement pursuant to the Michigan Public School Employees Retirement System retirement, the Board shall compensate the Superintendent for all unused accrued days at the rate of \$50 per day.

l. Professional Development

Subject to Board approval, the Board will pay the Superintendent's membership fees for professional organizations such as MASA, AASA, local and regional associations and selective service clubs.

Subject to prior approval by the Board, the Superintendent may attend appropriate professional meetings at the local, state and national levels and shall be reimbursed for any registration fees, tuition, travel, lodging and/or reasonable meal expenses for himself in relation thereto not prepared by the Board.

The Board shall reimburse the Superintendent for all tuition and fees incurred for successfully completed academic university courses considered related to the performance of his duties and/or the field of education. At the request of the Superintendent, the Board will pay said tuition and fees directly to the institution offering the course. Failure of the Superintendent to submit proof of successful

completion of the course within a timely fashion following completion of the course shall necessitate that he reimburse the Board for said tuition and fees.

m. Expenses

The Board shall pay reasonable expenses incurred by the Superintendent in the performance of his duties as Superintendent in accordance with Board policies. The Superintendent shall be required to present an itemized account of his reasonable and necessary expenses in accordance with Board policies.

n. Errors and Omissions Coverage

The Board agrees to pay the premium amount for School Board errors and omissions insurance coverage which includes the Superintendent while engaged in the performance of a governmental function and while the Superintendent is acting within the scope of his authority. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of the Superintendent but in no case shall the coverage be extended to any demands, claims, suits, actions and/or legal proceedings brought against the School Board or the School District by the Superintendent. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions coverage.

o. Other Benefits

Unless specified otherwise herein, fringe benefits not listed or discussed above, but which are granted to other administrators per the Employee Handbook or other Board action shall also be granted to the Superintendent, upon approval by the Board. In the event of conflict between this Contract and the Handbook, the terms of this Contract shall control.

7. Evaluation

Superintendent shall be evaluated annually no later than May 1, and student growth shall be a significant factor in the evaluation process developed by the Board in consultation with the Superintendent. Superintendent may request periodic evaluation conferences, open or closed at the Superintendent's request, prior to the final year-end evaluation.

8. Residency

The Superintendent is encouraged to maintain residency within the District.

9. Incapacity

In the event of physical or mental incapacity, Superintendent shall be granted up to 60 workdays leave, to run concurrently with FMLA leave of 60 workdays, if applicable. A second leave not to exceed a total of 180 consecutive calendar days from the commencement of the first leave of absence shall be permitted so long as granting the second leave does not constitute an undue hardship to the District. In the event that the Superintendent is not able to perform the essential functions of the Superintendency at the expiration of the second leave, any additional extensions of leave shall be solely within the Board's discretion. Termination under this clause shall subject the Board to the same financial obligations to the Superintendent as noted within Section 10, Termination, offset by any workers compensation, disability payments or retirement pension that the Superintendent may be eligible to receive. However, payment of unused accrued leave days (sick and personal) as well as any vacation days shall be paid at the rates described in paragraph 10.

10. Termination

Superintendent is expressly prohibited from engaging in any conduct involving moral turpitude. Following written notice of charges and a hearing before the Board to determine whether the charges are meritorious, this Contract may be terminated for moral turpitude;

serious misconduct grossly prejudicial to the best interest of the District; or breach of this Contract. At such a hearing, the Superintendent may be represented by legal counsel at his expense. The Board's decision is subject to arbitration under the AAA rules for labor arbitrations. Superintendent must seek arbitration within 10 business days of the Board's decision; the Board shall pay 80% of the arbitrator's fees and costs and each party shall pay its own fees and costs. The arbitrator's decision shall be final and binding as long as it draws its essence from this Contract as written.

In addition, the Board may unilaterally terminate this Contract with or without notice, cause, or hearing. In such event, provided that Superintendent signs a broad release of all claims in a form satisfactory to the Board, waiving all rights under section 1229 of the School Code and all other statutory claims, including but not limited to claims under the Age Discrimination in Employment Act of 1964, as amended, he shall receive fifteen (15) months salary and benefits, payment for all unused accrued leave days at the daily rate of \$50 per day, and payment for earned, but unused vacation days at the Superintendents full daily rate determined by adding all compensation earned in Section 5 divided by 260, in full accord and satisfaction of all contractual and other employment rights with the Board.

Finally, Superintendent has the right to terminate this Contract at his option, for any reason, upon 90 days written notice to the Board, in which case he shall be entitled to payment for unused accrued leave days (sick and personal) and vacation days at the rates described within paragraph 10 above.

#### 11. Renewal/Non-Renewal

The Board may (but need not), in its sole discretion, renew (reissue) this Contract on an annual basis. Such determination shall be made annually no later than June. This Contract shall, however, be subject to renewal and/or non-renewal in accordance with the terms and conditions proscribed in Section 1229 of the School Code.

#### 12. Entire Agreement

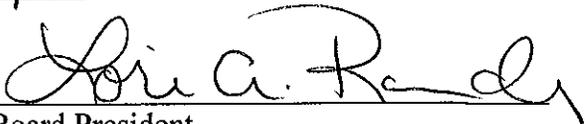
This Contract, governed by Michigan law, represents the entire agreement between the parties and supersedes any and all previous agreements between them. It may be modified only in a writing signed by the parties and approved by the Board in an open meeting.

IN WITNESS WHEREOF, Superintendent  
has executed this Contract this 18<sup>th</sup> day of  
April, 2011.

  
\_\_\_\_\_  
Superintendent Signature

492 Greenfield Street  
Coopersville, MI 49404

IN WITNESS WHEREOF, Superintendent  
has executed this Contract this 18<sup>th</sup> day of  
April, 2011.

  
\_\_\_\_\_  
Board President

  
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Vice President  
Coopersville Area Public Schools  
198 East Street