

## **East China School District Superintendent Contract**

This Contract, entered into this 24<sup>th</sup> day of June, 2019 between the East China School District Board of Education, hereinafter called the “Board” and Suzanne M. Cybulla, hereinafter called “Superintendent”.

### **1. DUTIES**

The Superintendent agrees, during the period of this contract, to faithfully perform her duties and obligations in such capacity for the school district, including, but not limited to, those duties required by School Code. She will act as an advisor to the Board on matters pertaining to the school administration or the School District, and she will inform the Board of significant administrative action taken on its behalf. The Superintendent shall recommend, effect, or cause to be effected, the policies and programs of the Board of Education as may be needed. She will faithfully and diligently fulfill all the duties and obligations incumbent upon her as the executive head of the School District.

### **2. TERM**

The Board agrees to employ Suzanne Cybulla as Superintendent of its schools for the term of three (3) years from July 1, 2019 to June 30, 2022. The Board of Education shall, not later than the June School Board meeting of each year during the term of this contract, consider the extension of this contract for an additional one-year period. If no action is taken by the Board, the contract shall be deemed to have been extended for an additional year.

### **3. EVALUATION**

The Board shall evaluate the Superintendent, at least annually, using the criteria and an evaluation process mutually agreed to by the Board and the Superintendent.

### **4. TENURE**

The Superintendent shall not be deemed to be granted continuing tenure in such capacity but shall be deemed to have been granted continuing tenure as an active classroom teacher in accordance with the provisions of the Michigan Teacher Tenure Act.

### **5. PROFESSIONAL LIABILITY**

The District agrees that it shall defend, hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in her individual capacity, or in her official capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting within the scope of her employment.

The Board shall provide liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgments resulting from her functioning as Superintendent and will reimburse her for any portion of such expense and judgments not covered by insurance. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

## **6. PROFESSIONAL GROWTH**

The Superintendent shall, with Board of Education approval, attend professional meetings at the local, state, and/or national levels; the expenses of such attendance to be paid by the District.

## **7. PROFESSIONAL DUES**

The District shall pay the Association dues of the Superintendent for the American Association of School Administrators (AASA), the Michigan Association of School Administrators (MASA), and the Michigan Association of School Administrators (MASA) region in which the School District is located, as well as other appropriate affiliations.

## **8. COMPENSATION**

The Board agrees to pay the Superintendent for her services in the amount of \$140,000 annually. Future pay increases will be based on effective performance evaluations and budget availability.

The work year will be based on a fifty-two (52) week contract.

## **9. FRINGE BENEFITS**

The Superintendent shall be granted twenty-five (25) days of paid vacation on July 1<sup>st</sup> annually (Superintendent will earn 1/12 of the annual amount for each month of work) in addition to time off on the following holidays: New Year's Eve, New Year's Day, Memorial Day, 4<sup>th</sup> of July, Labor Day, Wednesday prior to Thanksgiving (if school is not in session), Thanksgiving Day, Friday following Thanksgiving, Christmas Eve, Christmas Day, Good Friday, and Easter Monday (if school is not in session). Each year's vacation days should be used prior to August 31 of the subsequent school year. In the event not all vacation days are used, no more than five (5) days may be carried over to the next year or paid at the per diem rate. Any unused vacation days in excess of five (5) will be forfeited.

The Superintendent shall receive health, dental, vision, long-term disability, term life insurance and other benefits afforded to the administrators of the district with premiums to be paid in accordance with State of Michigan law.

The Board will contribute an amount equivalent to four percent (4%) of the Superintendent's base wages (as identified in Section 8 above) to a 403(b) tax-sheltered annuity fund selected by the Superintendent. The contribution will be made proportionally with each pay.

The Superintendent shall be granted 18 days of personal leave per year cumulative to 250 days and three (3) personal business days per year that do not accumulate. There will be no payment or reimbursement for unused sick leave. From that bank, the Superintendent may use up to five (5) bereavement days for the death of an immediate family member per incident, or one (1) day for the death of a relative who is not an immediate family member. "Immediate family" is defined as a parent, parent-in-law, spouse, child, brother/sister-in-law, sibling, grandparent, grandchild, or any person who permanently resides in the Superintendent's household.

The District shall reimburse the Superintendent for all reasonable expenses resulting from the performance of her duties as Superintendent.

**10. TRANSPORTATION**

In consideration of the unique nature of the professional duties of the Superintendent, the Board will provide a \$400 automobile allowance in the first pay of each month.

**11. TERMINATION PROVISIONS**

The Superintendent shall be subject to discharge for good and just cause, but the Board shall not arbitrarily and capriciously dismiss her. No discharge shall be effective until written charges have been served upon her and she has 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.

IN WITNESS WHEREOF, the parties hereto have set their hand the day and year above written.

**EAST CHINA SCHOOL DISTRICT  
BOARD OF EDUCATION**

\_\_\_\_\_  
Jeanne Frank, President

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Pat Biebuyck, Vice-President

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Amy Murphy, Treasurer

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Lynn Griffor, Secretary

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Karen Cedar, Trustee

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Todd Distelrath, Trustee

\_\_\_\_\_  
Michael Westrick, Trustee

**EMPLOYEE:**

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Suzanne M. Cybulla, Superintendent