

Coopersville Area Public Schools
Superintendent Contract
June 17, 2019

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 July 1, 2019, and ending June 30, 2022, and is subject to termination or nonrenewal as described herein. In the event that the Superintendent is rated at least Effective or Highly Effective on the most recent performance evaluation issued before September 1 of each year, then this contract shall be extended for an additional year, unless the Board takes formal action not to extend by August 31 of each year. At no time shall the contract duration exceed three years.

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-teaching 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

\$141,000 annual salary, July 1, 2019 through June 30, 2020. Salary shall be paid in installments beginning with the first pay period in July, 2018, 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 an overall annual rating of Effective on the final year end 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 shall continue to receive longevity pay at the rate of \$9,000, based on 20 years of Administrative service as of June 30, 2015. He shall continue to accrue one additional year of longevity for each year of service. Longevity payments shall increase to \$12,000 annually with 25 total years of longevity.

d. Future Salary Adjustments

Compensation beginning in July 1, 2020 shall be mutually determined by the Board and Superintendent. Future increases, if any, in any component of compensation are contingent upon Superintendent's receipt of an overall rating at the level of 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 10 carryover days not used by December 31 with any carryover days in excess of 10 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 the State of Michigan hard cap rate through monthly contributions of 1/12th of the annual amount established by the State of Michigan Department of Treasury for the respective calendar year for full family coverage beginning July 1, 2019. This plan is according to PA 152 of 2011. Amounts for healthcare costs exceeding the Board contributions are the responsibility of the Superintendent and will be payroll deducted. As of July 1, 2019, the District will discontinue direct deposit into employee Health Savings Accounts as the District will have maximized its obligation under MCL 15.563, as amended by 2013 Public Act 270, contributing towards the monthly insurance premium obligation.

In the event the Superintendent elects not to receive health insurance, he shall receive an annual cash-in-lieu payment with the amount based on number of persons insured. Without Health Insurance: Cash-in-lieu Single -\$2,100; Cash-in-lieu Two person - \$5,400; Cash-in-lieu Full family - \$6,000. In order to be eligible for cash in lieu payments, Superintendent must verify in writing that he has health insurance coverage through another source, such as his spouse's employer and that upon request, he will provide verification of same.

e. Life Insurance

The District will reimburse the Superintendent annually to purchase term life insurance with a face amount value of \$350,000. With an annual premium not to exceed \$2,750

- f. Accidental Death & Dismemberment Life Volume \$300,000
- g. Dependent Life \$15,000
- h. Vision 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 (12) 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, which payment shall not be subject to MPERS.

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 July 1, and “student growth” (i.e., growth in academic achievement) shall be a significant factor (as defined by applicable law) 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 Superintendent 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 section 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; breach of this Contract or to the extent required by applicable law, reasons that are not arbitrary or capricious. 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) month’s salary and benefits, payment for all unused accrued leave days (sick and personal) 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 section 10 above.

11. Renewal/Non-Renewal

This Contract shall 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.

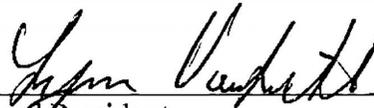
IN WITNESS WHEREOF, Superintendent
has executed this Contract this 17th day of
June, 2019.



Superintendent Signature

492 Greenfield Street
Coopersville, MI 49404

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has executed this Contract this 17th day of
June, 2019.



Board President

Vice President
Coopersville Area Public Schools