

Cedar Springs Public Schools
201 East Muskegon Street • Cedar Springs, MI 49319

SUPERINTENDENT'S CONTRACT
LAURA VANDUYN
2016-2019

The BOARD of EDUCATION of the Cedar Springs Public Schools of Kent and Newaygo Counties, Michigan, hereinafter designated as the BOARD, and Laura VanDuyn, hereinafter designated as SUPERINTENDENT, do, in consideration of the mutual covenants, hereinafter contained, agree as follows:

1. CONTRACT PERIOD

The BOARD agrees to employ the SUPERINTENDENT for a term of three (3) years from July 1, 2016, to and including June 30, 2019. Prior to April 1 of each contract year, the BOARD shall evaluate the Superintendent using the Statutes delineated in the Michigan Revised School Code. A rating of Highly Effective or Effective will automatically result in a one-year extension of the contract. The performance rating shall be at the sole discretion of the Board.

2. LENGTH OF WORK YEAR

For the 2016-2019 school years, the SUPERINTENDENT will work 52 weeks each year.

3. QUALIFICATIONS

The SUPERINTENDENT represents that she possesses, holds and will maintain all certificates, credentials and qualifications which are required by law, regulation or BOARD policy to serve in the position assigned and shall have completed the continuing education requirements prescribed by the Michigan Department of Education. If at any time the SUPERINTENDENT fails to maintain all certificates, credentials, continuing education requirements or qualifications for the position assigned, this contract shall automatically terminate and the BOARD shall have no further obligations hereunder.

4. ASSIGNMENT AND DUTIES

The SUPERINTENDENT agrees to perform the duties of SUPERINTENDENT in a competent and professional manner in accordance with the established policies of the Board of Education and the laws of the State of Michigan. The SUPERINTENDENT shall serve as chief executive officer of the BOARD. She will keep the BOARD informed as to the best educational policies and management practices to be followed and will execute such policies and practices adopted by the BOARD. She shall be entitled to:

- a. Present her recommendation to the BOARD on any subject under consideration by said BOARD
- b. Attend each meeting of the BOARD
- c. Serve as ex officio member of each committee established by the BOARD.

The SUPERINTENDENT shall have complete freedom to organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, which in her judgment best serves the district. The responsibility for selecting, assigning, promoting, transferring, demoting, and discharging of personnel shall be vested in the SUPERINTENDENT subject to approval by the BOARD.

The BOARD, individually and collectively, shall refer promptly all criticisms, complaints, and suggestions called to its attention to the SUPERINTENDENT for study and recommendation

5. OUTSIDE ACTIVITIES

The SUPERINTENDENT shall devote her time and talents to the business of the school district. However, she may serve as a professional consultant to other districts or educational agencies, engage in writing activities and speaking engagements, and engage in other activities which are of short-term duration at her discretion. If the SUPERINTENDENT receives honoraria while drawing salary from the district, the honoraria shall be transferred to the district. If the SUPERINTENDENT chooses to use vacation leave to perform outside activities, she shall retain any honoraria paid. The SUPERINTENDENT is hereby granted permission to use any materials developed within the district during her term of office, provided she properly credits the Cedar Springs Public Schools.

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6. EVALUATION

The BOARD shall evaluate the SUPERINTENDENT according to the Board Policy #2250. The SUPERINTENDENT'S contract status shall be reviewed at the time the evaluation is handled.

7. SALARY

The BOARD agrees to pay the SUPERINTENDENT for her services during each year of said contract in twenty-six (26) equal installments. Salary will be \$152,796 for 2016-2017, \$155,852 for 2017-2018, and \$158,969.04 for 2018-2019.

In addition to the aforementioned salary, the SUPERINTENDENT, shall be eligible for a salary adjustment of 0% up to 4% based upon the successful completion of the goals and/or performance objectives to be agreed upon within ninety (90) days of the signing of this agreement and subsequently prior to each designated school year.

The amount awarded to the SUPERINTENDENT as pay for performance compensation shall not be a permanent adjustment to the base salary.

8. ANNUITY

The BOARD shall make an employer non-elective contribution to a section 403b tax-sheltered annuity in an amount equal to 9% of the SUPERINTENDENT'S current salary as a bonus in addition to the SUPERINTENDENT'S regular salary. The SUPERINTENDENT may direct the investment of the contribution among the 403b investment providers on the district's approved list.

9. RETIREMENT

The BOARD shall pay the current percentage rate of the annual salary to the Michigan Public School Employees Retirement System on behalf of the SUPERINTENDENT.

The Superintendent retiring from service with the Cedar Springs Public Schools shall be paid \$100.00 per day of accumulated unused sick leave up to a maximum of two hundred twenty-five days.

10. INSURANCE

- a. The Board shall provide health insurance coverage with a carrier to be named by the Board. The Board shall contribute an amount equal to the Annual Cost Limitation each year toward the annual premium for health insurance. The SUPERINTENDENT may elect to receive 80% of the Annual Cost Limitation amount as a co-insured if already covered by health insurance.
- b. Dental insurance coverage shall be paid to an insurance carrier named by the BOARD.
- c. Vision insurance coverage shall be paid to an insurance carrier named by the BOARD.
- d. The BOARD shall provide a group accidental death and dismemberment term life insurance policy with \$100,000 coverage. The SUPERINTENDENT may purchase (at her own cost) additional coverage at the group rate in accordance with the policy underwriting rules and regulations.
- e. The BOARD shall provide a managed sick leave program which should be utilized after sixty (60) consecutive days used during any contract year. Such plan shall pay sixty-six and two-thirds (66 2/3) percent of the existing contract until the employee returns to work or until age sixty-five. If disability occurs after age sixty (60), benefits shall be paid for five (5) years or until seventy (70), whichever is lesser.
- f. The description of the above insurance benefits is general only and is subject to and superseded by the terms and conditions of the applicable insurance policies which are available for inspection during regular district working hours. The liability of the BOARD is limited to the payment of the premiums for the insurance described.



and does not, under any circumstances, extend to the providing of benefits unless the BOARD, in its sole discretion, elects otherwise.

11. LEAVE

- a. The SUPERINTENDENT shall be entitled to vacation time of twenty-five (25) workdays per fiscal year plus the following paid holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day and three (3) floating holidays.
- b. There will be an annual allowance of ten (10) sick leave days. Sick leave days can be used for personal or family illness/death. The SUPERINTENDENT may accumulate 10 sick days per year, accumulated sick leave in prior administrative roles in the district will be added to the SUPERINTENDENT's accumulated sick leave to a maximum of 225 days.
- c. There will be four (4) personal business days per fiscal year.

12. PROFESSIONAL DEVELOPMENT

- a. It is the intent of the BOARD, within budgetary guidelines, to pay the full cost of all professional memberships, books, and magazines as deemed necessary by the SUPERINTENDENT in order that she might keep well informed about the activities and information related to the operation of the school district.
- b. The BOARD shall encourage the SUPERINTENDENT and expects that the SUPERINTENDENT will, at her discretion, attend appropriate professional meetings, conferences, and workshops at the local, state and national levels and it is the intent of the BOARD, within budgetary guidelines, to fully reimburse the SUPERINTENDENT for all costs incurred by the fact of her attendance at same.

13. TRAVEL

Travel outside of Kent County will be paid at the current IRS rate for every mile traveled on BOARD business. Evidence of this expense shall be submitted for reimbursement.

14. HOLD HARMLESS

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

15. TENURE

It is mutually understood and agreed that this contract does not confer tenure upon the SUPERINTENDENT in the above-described position or in any other administrative position in the district.

16. TERMINATION

- a. This contract shall terminate upon the death of the SUPERINTENDENT or through loss of professional license. This contract may be terminated by mutual consent and at the appropriate time period developed by the discretion of the BOARD and the SUPERINTENDENT.
- b. If the SUPERINTENDENT acts unilaterally to terminate the contract, all benefits accorded under this contract will be waived by her.



- c. If the BOARD acts unilaterally to discharge the SUPERINTENDENT without just cause resulting in the termination of the contract, all salary and benefits occurring to the SUPERINTENDENT under this contract shall be awarded to the SUPERINTENDENT in full.
- d. If the BOARD acts to discharge the SUPERINTENDENT with just cause resulting in termination of the contract, all salary and benefits occurring to the SUPERINTENDENT under this contract shall be forfeited by the SUPERINTENDENT.

17. STATE LEGISLATION

In the event that State Legislation is passed that negatively affects the financial standing of the district due to wording in this contract, that section will be open to review between the BOARD and the SUPERINTENDENT.

BY Patricia Early
President, Board of Education

BY [Signature]
Superintendent

DATE 12/16/15

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