

Saranac Community Schools Board of Education
225 S. Pleasant St.
Saranac, MI 48881

SUPERINTENDENT CONTRACT

This contract is entered into on the 12th day of October 2020, between the Board of Education of Saranac Community Schools, referred to as the "Board of Education," and Mr. Jason Smith as Superintendent.

Because the Board of Education at a meeting held on the 12th day of October, approved the employment of the Superintendent in accordance with the terms and conditions of this contract, and the Superintendent's desire to be employed by the Board of Education in accordance with the terms and conditions of this contract, the parties in consideration of the mutual promises contained in this contract, agree to the following:

1. **TERM.** This contract shall take effect on the 1st day of July, 2020, and continue in force through the last day of June, 2023, subject to extension and termination as provided in Paragraphs 4 (Extension) and 14 (Termination).

2. **DUTIES.** The Superintendent represents that he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the provisions of Sections 1246 and 1536 of the Revised School Code, the regulations of the Michigan Department of Education, and those required by the Board of Education to serve in the position assigned. The Superintendent agrees, as a condition of his continued employment, to meet all certification and continuing education requirements for the position assigned, as are and may be required by law or by the Michigan Board of Education. If at any time the Superintendent fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

The responsibility for selection, placement, and transfer of personnel shall be vested in the Superintendent, subject to approval by the Board.

The Superintendent agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. The Superintendent agrees to faithfully perform those duties assigned by the Board of Education and to comply with the directives of the Board of Education with respect thereto. The Superintendent further agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations, and by the Board of Education, to carry out the educational programs and policies of the School District during the entire term of this Contract. The Superintendent agrees to devote substantially all of his business time, attention and services to the diligent, faithful and competent discharge of his duties on behalf of the School District to enhance the operation of the School District and agrees to use his/her best efforts to maintain and improve the quality of the programs and services of the School District.

3. **EVALUATION.** The Board, not less than annually, and pursuant to Board Policy 1240, shall evaluate the Superintendent's performance. This evaluation process shall comply with Section 1249 of the Revised School Code, as amended, using multiple rating categories that take into account student growth data as a significant factor. The Board and the Superintendent will meet to discuss and determine performance standards and district goals, prior to commencement of the evaluation process. Criteria upon which the Superintendent shall be evaluated will be communicated to the Superintendent by the Board of Education prior to the initiation of the evaluation process.

4. **EXTENSION**. This contract may be extended either by option of the Board of Education or by operation of law, as follows:

- A. ***Board Option***. The Board of Education, no later than the 15th day of April 2021, 2022, or 2023, may extend the contract for an additional one-year period. In exercising this option, the Board of Education also shall establish the annual salary to be paid to the Superintendent for the school year included in the extension. All other terms and conditions of this contract shall remain unchanged. The Board of Education in its sole discretion and with or without cause may decline to extend this contract for an additional year.
- B. ***Operation of Law***. Unless the Board of Education gives written notice of non-renewal of this contract to the Superintendent at least 90 days before the contract's termination date, this contract will, without further action, be automatically renewed for an additional one-year period as provided by Public Act 183 of 1979.

5. **TENURE EXCLUSION**. This contract does not confer tenure upon the Superintendent in the position of Superintendent or any other administrative position in the district.

6. **HOLD HARMLESS CLAUSE**

In light of the unique nature of the professional duties of Superintendent, the Board of Education shall provide the Superintendent, at no expense to him, legal counsel acceptable to the Board in any civil lawsuit brought against him related to his employment by District. Further, Board of Education shall indemnify the Superintendent from liability in any action related to Superintendent's employment by the District to the extent of insurance coverage only. The District's obligation to provide the Superintendent with legal counsel and indemnify him shall not apply in the event the Superintendent was not acting in the course of his employment as Superintendent and within the scope of his authority. Further, the District's obligation to indemnify the Superintendent shall not apply in the event it is determined that Superintendent's liability resulted from his gross negligence or intentional misconduct.

7. **LIABILITY INSURANCE CLAUSE** The Board of Education shall provide public liability insurance for the Superintendent to provide coverage for legal expenses and liability. The extent of such coverage shall be solely based upon the terms of the policy of insurance.

8. **PROFESSIONAL GROWTH** The Superintendent may attend appropriate professional conferences and seminars at the local and state level. National and regional level programs shall be subject to Board approval. The Superintendent shall receive reimbursement for necessary and reasonable expenses, which are not prepaid by the Board of Education, pending proper board approval.

9. **PROFESSIONAL DUES** The Board of Education shall pay dues for the American Association of School Administrators (AASA), the Michigan Association of School Administrators (MASA), and MASA regional dues.

10. **COMPENSATION** The Board of Education shall pay to the Superintendent an annual salary of \$110,000.00 for each year of contract. The salary shall be paid in 26 equal installments. The Board of Education retains the right to adjust the salary during the continuation of this contract, but an adjustment shall not reduce the annual salary below the figures specified in this paragraph.

The Superintendent shall receive an annual payment of **\$1,200** for travel within 60 miles of the district, including student events, meetings within and outside of the Ionia ISD and other local travel associated with the position of Superintendent of Schools.

The Superintendent shall be eligible for non-affiliated longevity bonus per administrative guidelines.

11. **INSURANCE/FRINGE BENEFITS** During the term of this contract, the Superintendent shall receive the insurance benefits provided by the school district to full-time, professional administrative staff on the same basis as available to those staff members in accordance with the Board of Education policy and subject to the following limitations: first, this paragraph excludes any insurance benefit specifically set forth in this contract; and second, such insurance benefits are subject to change at any time on the same basis as changed for full-time, professional administrative staff.

Health, Dental, Vision, Disability and Life Benefits

- i. Health: PPO HSA, deductible \$1,400/\$2,800
The Superintendent shall contribute the amount over the state-mandated Hard Cap or whatever employee premium contributions are required by law per month (whichever amount is greater), as a condition to enrolling and participating in the medical benefit plan referenced above. The Superintendent authorizes payroll deduction for the above contribution amount.
- ii. Dental: Delta Dental 60/60/60 with orthodontic for child dependents \$1,000 maximum
- iii. Vision: VSP-3
- iv. Long-Term Disability insurance: 66 2/3% after 120 days, max 2,500
- v. Non-PAK AD&D Insurance in the amount of \$49,000
- vi. Non-PAK Life Insurance in the amount of \$49,000

The Superintendent is entitled to the following specific benefits:

- a. Twelve (12) sick days per year to be accumulated at a maximum of 150 days.
 - i. Upon retirement or death, the Superintendent or his beneficiary will be entitled to \$100 per day for accumulated sick time while serving as an administrator or teacher at Saranac Community Schools up to a maximum of 100 days.
 - ii. Upon termination for any reason except retirement or termination for just cause, the Superintendent who has been at Saranac Community Schools for less than twenty (20) years, shall be entitled to \$50 for each accumulated sick day, while serving as an administrator, to a maximum of 100 days.
- b. 30 Paid Time Off (PTO) days per year, including the 10 district observed holidays: Fourth of July, Labor Day, Thanksgiving Day and the day after, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Good Friday, and Memorial Day.
- c. Up to three (3) days per incident shall be allowed for death in the immediate family. Immediate family is defined as: spouse, child, stepchild, sibling, stepsibling, parent or stepparent, spouse's parent or step-parent, grandparents or step-grandparents, spouse's grandparents or step-grandparents, grandchildren or step-grandchildren.

12. **REIMBURSEMENT OF EXPENSES** The Superintendent shall receive a \$40 monthly reimbursement for cellular phone expenses and a \$40 monthly allowance for home Wi-Fi/internet expenses, recognizing that these expenses are incurred by the Superintendent and are used to conduct business of the district. The Board of Education shall also reimburse the Superintendent for other actual and necessary business expenses related to the performance of the Superintendent's duties on behalf of the District, pending proper board approval.

TRANSPORTATION: The Board shall reimburse the Superintendent at the current per mile IRS rate for use of his automobile in conducting business outside of a 60-mile radius from Saranac Community Schools that is associated with the position of Superintendent of Schools, such as the attendance of meetings and school administration conferences.

13. **SPECIAL PROVISIONS**

- a. **Physical Examination.** At the Board of Education's request, and as a condition precedent to the duties and obligations under this contract, the Superintendent agrees to have a comprehensive medical examination and to provide the Board of Education with a doctor's verification indicating the physical competency of the individual to perform the duties of the position. Thereafter, the Superintendent agrees to have a comprehensive medical examination at any point wherein there is a legitimate basis to question his or her fitness for duty. The Superintendent agrees to supply the Board of Education with a doctor's verification of such, as previously specified. It is agreed that the doctor's verification shall be treated as confidential information by the Board of Education.
- b. **Disablement.** Should the Superintendent be unable to perform any or all of the duties outlined herein by reason of illness, accident, or other causes beyond the individual's control for period in excess of their accumulated sick leave and unused vacation time, the Board of Education may in its discretion make a proportionate deduction from the salary hereinbefore stipulated. If such a disability continues for more than one year or if said disability is considered permanent, irreparable, or of such a nature as to make performance of their duties impossible, the Board of Education may, at its option, terminate this agreement whereupon the respective duties, rights, and obligation hereunder shall terminate. Death of the superintendent terminates this contract.

14. **TERMINATION** If, at any time, the Superintendent fails to maintain the credentials and qualifications for the position of superintendent as required by this contract, the contract shall automatically terminate. The Superintendent may not be discharged nor this contract terminated for reasons that are arbitrary and capricious. The foregoing standards for termination of this contract during its term shall not be applicable to non-renewal of this contract at the expiration of its term, which decision is discretionary with the Board of Education.

It is further agreed that prior to any dismissal by the Board of Education, the Superintendent shall have the right of written charges, notice of hearing and a fair hearing before the Board of Education. If the Superintendent so chooses they may be accompanied by legal counsel at the hearing, said legal expenses to be paid for by the Superintendent. Any hearing before the Board of Education will be public unless the Superintendent requests a closed meeting.

15. **SEVERABILITY** If any provision of this contract is ruled illegal or unenforceable by a court of competent jurisdiction, the remainder of the contract not affected by the ruling shall remain valid and in effect.

16. **VENUE** In the event there is a dispute regarding the terms of this contract or the enforcement thereof or for damages hereunder, the same shall be litigated in the trial courts of Ionia County, Michigan regardless of the residence of any party to the dispute.

17. **MERGER CLAUSE** This agreement sets forth the entire agreement between the parties and fully supersedes any and all prior agreements, representations and/or understandings between the parties. All prior agreements, representations and/or understandings between the parties are hereby extinguished. Superintendent acknowledges and agrees that in executing this agreement, Superintendent is not relying on any representation by the Board of Education not set forth in this agreement.

18. **NO MODIFICATIONS CLAUSE** The terms of this agreement may not be revised by oral and/or written statements made by individual Board of Education members or any other representative or agent of the Board of Education. No change or modification of this Contract of Employment shall be valid or binding unless it has formally been approved by the Board of Education and is in writing and signed by the Superintendent and the Board. No waiver of any provisions of the Contract shall be valid unless it is in writing, signed by the Superintendent and the Board and formally approved by the Board.

19. **RECOVERY OF EXPENSES** In any adversarial proceedings between the parties arising out of this agreement, the prevailing party will be entitled to recover from the other party, in addition to any other relief awarded, all expenses that the prevailing party incurs in those proceedings, including attorneys' fees and expenses.

20. **GOVERNING LAW** This contract is governed by and shall be interpreted in accord with the laws of the State of Michigan.

We, the parties to this Superintendent's Employment Contract, sign our names and execute this contract as of the day and year written in the opening paragraph.

FOR THE BOARD OF EDUCATION

BY THE Superintendent:

President

Dated: _____

Dated: _____

Secretary

Dated: _____