

COPY

**SUPERINTENDENT CONTRACT
KINGSLEY AREA SCHOOL
2010-2013**

**KEITH SMITH
SUPERINTENDENT**

This contract, entered into on February 1, 2011 and approved at a regular (rescheduled) meeting of the Board held on December 15, 2010, between Kingsley Area Schools' Board of Education, hereafter called "Board and Keith Smith, here in after called "Superintendent".

1. The Superintendent shall perform the duties of Superintendent as prescribed by the Board Pursuant to the School Code of the State of Michigan as may be established, modified, and/or amended from time to time by the Board. Superintendent acknowledges the ultimate authority of the Board with respect to his responsibilities and directions related thereto. The Superintendent has the responsibility to perform his duties in a professional and competent manner, and to the benefit of all students the District serves.
2. Superintendent agrees to devote his talents, skills, efforts, and abilities toward competently and proficiently fulfilling all duties and responsibilities as required and assigned. Superintendent agrees to faithfully perform those duties assigned by the Board and comply with the directives of the Board with respect thereto. Further, the Superintendent agrees to comply with and fulfill all responsibilities and tasks required by the State and Federal law and regulations and by the Board, and carry out the educational programs and policies of the School district, and constantly promote efficiency in all areas of his responsibility.
3. The Board, individually and collectively, shall promptly refer all criticisms, complaints, and suggestions called to its/their attention to the Superintendent for study and recommendation and shall refrain from individual interference with the administration of school policies, except through Board action. In addition to directing that all complaints/criticisms/suggestions concerning the District or any of its personnel be forwarded directly to the Superintendent as set forth above, the Board agrees that it shall work with the Superintendent in a spirit of cooperation and team work, and shall provide Superintendent with periodic opportunities to discuss Board/Superintendent relationships. Whenever it is deemed desirable by either a majority of the Board or by the Superintendent, an outside advisor/facilitator will be mutually selected by the Board and Superintendent, and shall be paid for by the District, to facilitate discussion of the relationships of the Board and Superintendent, in advancement of the best interest of the District.
4. The Superintendent shall serve as chief executive officer and chief administrative officer of the Board. He shall be entitled to:
 - a. Present his recommendations to the Board on any subject under consideration by said Board.
 - b. Attend each meeting of the Board unless some emergency should arise.
 - c. If the Board has an issue with the Superintendent, the issue shall be discussed in closed session between the Board and Superintendent.
 - d. May serve as an ex-officio member of each committee established by the Board.

Contract signed by Mr Smith

+ BOE Members on 12/15/10. Mr. Smith Start Date: 2/1/11

5. The Board agrees to employ Keith Smith as Superintendent of Kingsley Area School District for a two and one-half (2.5) year contract. This would be for the last half of the 2010/2011 school year and 2011/2012, 2012/2013 school years. Written notification of non-renewal must be given to him by March 1, 2012. This contract begins February 1, 2011. The Board agrees that a notice of non-renewal may only be given for just and reasonable cause, and that the Board shall not arbitrarily or capriciously dismiss him. No discharge shall be effective until written charges have been served and he has an opportunity for a fair hearing before the entire Board.
6. The Board shall review the Superintendent's performance annually in writing prior to March 1 of each year using an evaluation process that has been mutually agreed upon by both the Board and Superintendent. A summary review shall be given at a regularly scheduled Board meeting in an open or closed session at the discretion of the Superintendent.
7. The Superintendent shall not be deemed to be granted tenure in such capacity, but shall be deemed to have been granted tenure as an active classroom teacher in accordance with the provisions of the Michigan Teacher Tenure Act.
8. To encourage professional growth, the Superintendent may attend professional meetings at the local and state levels each year, or national level (once every three years) if budgeted monies have not been spent, the expenses of said attendance to be paid by the District. The District shall reimburse the Superintendent for the expenses of textbooks for academic courses. Reimbursement shall be limited to eight credits per fiscal year in a program related to employment, and with prior approval of the Board.
9. The District shall pay the Association dues of the Superintendent for the MASA (Michigan Association of School Administrators), and the MASA Region 2 Association in which the school district is located.
10. The District agrees that it shall defend, hold harmless, and indemnify the Superintendent From any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his individual capacity, or in his official capacity as an agent or employee of the District, provided the incident arose while the Superintendent was acting within the scope of his employment and excluding criminal investigation initiated by the Board. The Board shall provide public liability insurance for the administrator to cover legal expenses in defense of claims and payments of judgments resulting from his function as Superintendent, and will reimburse him from any portion of such expenses 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. This clause will not be in effect if the Superintendent acted in a knowingly unlawful manner.
11. The Superintendent agrees to have a comprehensive medical examination every two years. The cost of said examination, if not covered by insurance, shall be paid in full by the District.

12. Compensation shall be on a salary basis from July 1 through June 30 each year. The Board agrees to pay the Superintendent for his services each year of said contract in biweekly installments. The base salary for the 2010/2011 school year will be \$105,000 per year (pro-rated for the number of days worked) with salaries for 2011/20012 and 2112/2013 negotiable.
13. Upon proper application by the Superintendent, and acceptance for enrollment by the appropriate insurance underwriter, the Board shall make premium payments on behalf of the Superintendent and his eligible dependents for the following insurance programs:
 - A. Equivalent of Priority POSA (Point of Service Product) Preferred Benefit 100% plan. If the Superintendent chooses not to enroll in the medical insurance program because other insurance coverage, he/she will be allowed a yearly cash in lieu of equal to the amount of the average cost of the full-family and single subscriber rate. The Board reserves the right to name the insurance carrier as long as equal benefits are provided.
 - B. If the insurance package (major medical, dental, vision, and life) increases more than 10% in one year, then Superintendent will pay any increase over the 10%. If an agreement is reached with all employee groups to reduce benefits so that the increased cost remains 10% or below, then the health insurance description of coverage will be changed accordingly.
 - C. Term Life Insurance will be provided by the Board amounting to two times the amount of the Superintendent's salary (upward to the nearest increment available), insuring the Superintendent during the term of this contract and any extension thereof, Payable to such beneficiaries as the Superintendent may designate.
 - D. Dental, Vision, and any other insurance coverage as approved by the Board shall be provided to the Superintendent.
 - E. A Long-term Disability insurance program paying 66 2/3% of salary after 120 days and a Short-term Disability insurance program beginning on the 8th day at a level of \$500 per week will be provided for the Superintendent.
14. Vacation Days:

The Superintendent shall be entitled to twenty (20) working days of paid vacation, exclusive of legal holidays, during each year of this agreement. Such vacation periods shall be selected during periods of least disruption to the operation of the District. The Board shall allow the Superintendent to carry over a maximum of five (5) unused vacation days to be used the following year. This carryover of unused vacation days shall be in writing to the Business Manager. The vacation days may not accumulate except the five (5) carryover, and the Superintendent shall not be paid for any unused vacation days unless authorized by the Board or the Superintendent is unable to use all vacation days in his last year of employment, in which case he shall be paid for all unused vacation days. The Superintendent shall work at his discretion during periods of school closing such as Christmas break, Spring break, etc.

Recognized legal holidays are July 4, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, the day before Christmas, Christmas Day, the day after Christmas, New Year's Day, the day after New Year's Day when New Year's Day is on a Sunday, Good Friday, and Memorial Day. "Act of God" days may be used in accordance with the bargaining unit master agreements providing work responsibilities are met and the Superintendent's absence does not impede the continued work flow of school business.

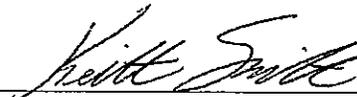
15. Paid Time Off (PTO) days - May be used for any purpose.
Paid Sick Time Off (PSTO) days - May be used for personal or family illness

The Superintendent will be granted six (6) PTO days and ten(10) PSTO days upon the commencement of the contract year (July 1 of each year). Any partial year contract will be pro-rated based on number of days worked. Any unused PTO and PSTO days may accumulate to a total of 90 days. After 90 days accumulated, the Superintendent shall be paid for each unused PTO and PSTO days at the rate of 50% of his daily rate. Upon leaving the District, the Superintendent shall have the option to be compensated at 50% of his daily rate for all unused accumulated PTO and PSTO days. The Superintendent must notify the Board for approval of all PTO days prior to use. No reason required.

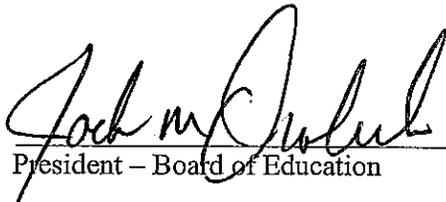
16. Bereavement days shall be the same as the teacher contract.
17. Thirty (30) sick days shall be granted to start this contract for the purposed of emergency illness. This emergency sick bank is strictly for said purpose and will not be paid out if unused. The Board and Superintendent can mutually agree to abolish this sick bank at a later date.
18. Mileage Reimbursement – The Superintendent shall be reimbursed by the Board at the rate approved by the Board for driving expenses while conducting school business in accordance with the position of Superintendent of Schools, should he be required to drive his personal vehicle.
19. The Superintendent shall be paid a communications stipend of \$900.00 annually.
20. Current years of service for Superintendent Keith Smith - _____0_____ years.
21. Retirement stipend and others, if applicable, shall be the same as the Teacher Contract.
22. The terms and conditions of this contract are contingent upon satisfactory State and Federal criminal record checks as well as unprofessional conduct checks.

IN WITNESS WHEREOF: the parties have caused this Contract Agreement to be executed to begin on February 1, 2011 and approved by the Board of Education motion and meeting held on December 15, 2010.

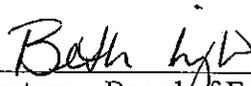
Date: 12-15-10

By: 
Superintendent of Schools

Date: 12-15-2010

By: 
President - Board of Education

Date: 12-15-10

By: 
Secretary - Board of Education