

CONTRACT OF EMPLOYMENT

Superintendent of Schools

It is hereby mutually agreed by and between the Board of Education (hereinafter the "Board") of the Western School District (hereinafter the "District"), and Michael R. Smajda (hereinafter the "Superintendent") that, pursuant to Section 1229 of the Revised School Code of the State of Michigan, MCL 380.1229, the Board has and does hereby employ the said Michael R. Smajda as Superintendent from **July 1, 2018 through December 31, 2020**, according to the terms and conditions as described and set forth herein as follows:

1. The Superintendent shall perform the duties of Superintendent, as prescribed by the Revised School Code of the State of Michigan, by the rules and regulations of the State Board of Education, the rules and regulations of the Superintendent of Public Instruction, and as may be established, modified and/or amended from time to time by the Board.
2. The Superintendent represents that he possesses, holds, maintains, and will maintain all certificates, credentials and qualifications required by law to serve in the position of Superintendent. If, at any time, the Superintendent fails to maintain the all certificates, credentials, continuing education requirements and qualifications for the position of Superintendent as required by this Contract, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.
3. Furthermore, the Superintendent agrees to perform the duties of Superintendent in a competent and professional manner in compliance with the laws applicable to the school district and the bylaws, policies, and regulations adopted by the Board.
4. The Superintendent shall be entitled to attend all committee, regular, special and closed session meetings of the Board of Education and shall serve as an ex officio member without voting privileges.
5. 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 all criticisms, complaints and suggestions concerning the District or any of its personnel directly to the Superintendent as set forth above, the Board agrees it shall work with the Superintendent in a spirit of cooperation and teamwork, and shall provide the Superintendent in a spirit of cooperation and teamwork, and shall provide the Superintendent with periodic opportunities to discuss Board/Superintendent relationships. Whenever it is deemed desirable by the majority of the Board or by the Superintendent, an outside advisor will be mutually selected by the Board and Superintendent, and shall be paid for by the District, to facilitate discussion of the

relationship of the Board and Superintendent and other governance procedures, in advance of the best interests of the District.

6. This contract does not confer tenure upon the Superintendent in the position of Superintendent or any other administrative position in the District.
7. The Board shall be entitled to terminate the Superintendent's employment at any time during the term of this Contract when it determines that the Superintendent has engaged in acts of moral turpitude, misconduct, dishonesty, insubordination, incompetency, breach of the terms of this Contract, or for other causes that are not arbitrary or capricious.

In the event that the Board undertakes to dismiss the Superintendent during the term of this Contract, he shall be entitled to written notice of charges and an opportunity for a hearing before the Board. In the event of termination of this Contract during its term, all obligations hereunder shall cease and be inoperative on the effective date of dismissal.

The Board agrees that it will annually consider whether or not to extend the term of this Contract in connection with the evaluation process of the Superintendent's job performance. Extension of this Contract during its term is within the Board's discretion.

Non-renewal of this Contract in the year of its expiration will be accomplished through the procedures specified in Section 1229 of the Revised School Code or its successor provision.

8. The evaluation of the Superintendent shall be conducted annually in December. The Board shall review with the Superintendent his performance using a mutually agreed upon format and/or evaluation instrument. The Superintendent shall remind the Board, in writing, of their obligation to conduct an annual evaluation.
9. The Superintendent is employed for a period of fifty-two (52) weeks per year, July 1 through June 30, as scheduled by the Board. Superintendent shall be granted vacation time of thirty (30) days per year. The Superintendent may "carry over" up to ten (10) unused vacation days per year, upon written notification to the Board President.

The Superintendent may redeem up to ten (10) unused vacation days at his per diem rate (240 contract days for this calculation). One (1) additional day will be added each subsequent contract year. The total of redeemable days will not exceed ten (10) days. The Superintendent shall schedule vacation days in a manner to minimize interference with the orderly operation and conduct of business of the school district.

10. The following identified holidays shall be considered non-work days and do not count against vacation days: July 4th, Labor Day, Thanksgiving, Christmas Eve, Christmas Day and New Year's Eve, January 1st, Easter (Good Friday or Monday), Memorial Day. If any of these days fall on a weekend, they may be observed on the preceding Friday or following Monday.

11. If Superintendent is absent from duty on account of personal illness or disability, including absences due to maternity, or because of death or illness in the immediate family, he shall be allowed full pay for a total of eighteen (18) days per contract year with an accumulation of a maximum of one hundred (100) days. The term "immediate family" shall include the following husband, wife, son, daughter, son-in-law, father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparents and grandchildren.

The Superintendent shall be eligible for leave pursuant to the Family Medical Leave Act and its regulations promulgated thereunder.

12. Should the Superintendent leave the District for any reason (other than termination as specified in paragraph 7 of this Contract) after having been employed by the district for a period of ten (10) years, Superintendent shall be paid a leave payment for unused sick days. The leave payment calculation is as follows: Number of sick days (maximum of 100) times fifty percent of the current per diem contract rate. The number of contract days used in the calculation of the per diem rate is two hundred forty (240). In the event of the death of Superintendent, the leave payment shall be paid to the beneficiary designated by the Superintendent, in writing. If no beneficiary has been so designated, payment of this amount will be made according to the priorities specified in section 10 of the Payment of Wages and Fringe Benefits Act, MCL 408.480.
13. The Board shall pay the dues of the Superintendent for memberships in State and National professional organizations, for up to three (3) memberships' dues in any one (1) contract year.
14. The Superintendent shall have the option to attend at least two (2) State conferences per school year. The Board shall pay expenses related to attendance of these conferences, provided that such expenses conform to Board policy.
15. Effective upon the execution of this Contract, the Superintendent shall be paid an annual salary of not less than **\$140,000** in consideration of his performance of the duties and responsibilities of the position of the Superintendent. The annual salary shall be paid in twenty-six (26) equal bi-weekly installments during the applicable twelve (12) month period.

In any year of this Contract (beginning on July 1, 2014) where the Superintendent has earned merit pay in the immediately preceding contract year, under the conditions specified below in paragraph 16, the amount of merit pay awarded in the immediately preceding contract year be incorporated into the Superintendent's base salary in the next succeeding fiscal year.

16. As part of the Superintendent's wage remuneration for service under this Contract, he shall be eligible to receive merit pay for the achievement of specific performance objectives and goals mutually developed by the Board and the Superintendent. The

Board shall determine, in connection with the evaluation process, whether and to what extent the goals and objectives have been attained. If the Board determines that the Superintendent is entitled to receive merit pay, it shall remit to the Superintendent an amount not to exceed Five Thousand Dollars (\$5,000) annually.

17. The Board shall make provisions for the Superintendent to make elective contributions (through payroll deduction) to any tax sheltered annuity program of the Superintendent's choice, provided that the program is among those approved in the District's 403b compliance plan. In addition, the District shall allow the Superintendent to select a cash option in lieu of the District's health care contribution, subject to and in accordance with the District's Section 125 plan.
18. As part of the Superintendent's wage remuneration for service under this Contract, the Board shall contribute ten percent (10%) of the Superintendent's annual base salary (as specified above in paragraph 15) to non-elective employer contributed tax-deferred annuity of the Superintendent's choice. This amount will be remitted on a monthly basis over the period of the twelve month contract year. The remittance of annuity contributions shall be subject to and in accordance with IRS regulations and the District's 403b plan.
19. The Superintendent shall receive an additional three percent (3%) salary increase for each advanced degree beyond the Masters level.
20. The Board shall provide the Superintendent with a comprehensive insurance package that is offered to the other administrators in the District. This will include full family health, dental, vision and long-term disability insurance.

The Superintendent agrees that the Board has the right to allocate to him responsibility for a portion of the insurance coverage in which he (and his dependents, if any) is enrolled, as may be determined by the Board. However, this contribution shall not be less than the amount determined by the Board to be necessary to comply with the Publicly Funded Health Insurance Contribution Act, 2011 PA 152. The Superintendent agrees that the amount of premium contributions designated by the Board as his responsibility will be payroll deducted from his compensation and hereby consents to each such deduction for that purpose.

21. Term life insurance in the amount of \$250,000 shall be provided to the Superintendent.
22. The Board shall reimburse the Superintendent fifty percent (50%) of college tuition for courses that apply to an Educational Specialist and/or doctoral degree. After completion of five (5) years of employment with Western School District, the above tuition reimbursement rate will be increased to seventy-five percent (75%)
23. The Superintendent shall be permitted to select and use a Board leased vehicle of his choosing provided the lease amount does not cost the Board in excess of \$5,700 per fiscal year (July 1 – June 30). Should the Superintendent select a vehicle at a

higher lease value, he shall be obligated to repay the District the difference. This vehicle may be used by the Superintendent for personal and business related activities, and may be driven by legal drivers approved by the Superintendent. At the end of the lease, the Superintendent has the option to enter into another lease, discontinue leasing or purchase the vehicle from the lease company at the preset residual value within the lease. Upon completion of the initial three (3) year lease agreement, the Superintendent may opt to receive a flat \$425 per month car allowance. In lieu of this contract provision, the Superintendent will not claim mileage on business related trips under 75 miles. For trips over 75 miles, the Superintendent may use the District purchase card for fuel.

24. The Superintendent shall be eligible to be reimbursed for travel (excluding mileage as specified in #23), meals and lodging in accordance with per diem and reimbursement procedures established by the Board when working on behalf of the District. The Superintendent shall be required to present an itemized account of reasonable and necessary expenses in accordance with direction of the Board. Mileage shall be paid at the IRS rate.
25. In the event of any dispute between the parties pertaining to discharge of the Superintendent during the term of this Contract, the parties hereby agree to submit such to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the rules, and administered by, the American Arbitration Association. The arbitrator's fee and the cost imposed by the American Arbitration Association shall be shared equally between the Board and Superintendent.

Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within ninety (90) days of the effective date of the Superintendent's discharge. The parties are entitled to have legal or other representation of their own designation, and each party shall be responsible for its own costs incurred in connection with such representation. The Decision and Award of the arbitrator shall be final and binding and judgment thereon may be entered in the Jackson County Circuit Court.

26. This Contract contains the entire agreement and understanding by and between the Board and the Superintendent with respect to the employment of the Superintendent and no representations, promises, contracts and understandings, written or oral, not contained herein shall be of any force or effect. All prior agreements pertaining to, connected with, or arising in any manner out of employment of the Superintendent by the Board are hereby terminated and shall hereafter be of no force or effect whatsoever. No change or modification of this Contract shall be valid or binding unless it is in writing and signed by the Superintendent and by the Board. No waiver of any provisions in this Contract shall be valid unless it is in writing and signed by the Superintendent and the Board.
27. The Board shall 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 and employee of the District unless there is a finding of criminal action, actual fraud, corruption or actual malice by the Superintendent.

- 28. 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.
- 29. This Contract is executed on behalf of the Western School District pursuant to the authority granted under the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on the day and year noted.

8-13-18
Date

SUPERINTENDENT

Michael R. Smajda

8/13/18
Date

**WESTERN SCHOOL DISTRICT
BOARD OF EDUCATION**

Dr. John Sheets, Board President