

Cedar Springs Public Schools

204 East Muskegon Street • Cedar Springs, MI 49319

SUPERINTENDENT'S CONTRACT

SCOTT B. SMITH

2018-2021

The BOARD of EDUCATION of the Cedar Springs Public Schools of Kent and Newaygo Counties, Michigan, hereinafter designated as the BOARD, and **SCOTT SMITH**, 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, 2018, to and including June 30, 2021. The BOARD shall evaluate the SUPERINTENDENT as required by the Michigan Revised School Code.

2. LENGTH OF WORK YEAR

For the 2018-2021 school years, the SUPERINTENDENT will work 52 weeks each year.

3. QUALIFICATIONS

The SUPERINTENDENT represents that he 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

This Contract is to secure the services of SCOTT SMITH as District SUPERINTENDENT. Therefore, this Contract may not be assigned by the SUPERINTENDENT and he shall not be reassigned during its term. 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. He 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. He shall be entitled to:

- a. Present his 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 his 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 his full time and talents to the business of the school district. He may only 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, with prior Board approval and provided that such activities do not impair his performance. It is recognized that the Superintendent may occasionally teach courses at the college and university level, outside of work hours. However, no such activities will interfere with the performance of his duties as Superintendent.

If the SUPERINTENDENT receives honoraria and/or compensation while drawing salary from the district, the honoraria/compensation shall be transferred to the district if the work is done during normal work hours. If the

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SUPERINTENDENT chooses to use vacation leave to perform outside activities, he shall retain any honoraria paid. Further, it is understood and agreed that the BOARD may direct the SUPERINTENDENT to cease any Outside Activities in its sole discretion.

To assist Hudsonville Public Schools in the transition out of his current position, the SUPERINTENDENT is authorized to utilize up to five (5) work days for consultant work before August 31, 2018, with prior approval of the Board President. In no case will the Board be responsible for any expense or salary attendant to the performance of the above activities. Any compensation earned while supporting Hudsonville Public Schools would be retained by the SUPERINTENDENT.

6. EVALUATION

The BOARD shall evaluate the SUPERINTENDENT according to applicable Board Policy and State Law. In the event of conflict between Policy and Law, State Law shall govern. The SUPERINTENDENT's contractual status shall be reviewed at the time the evaluation is handled.

In the event that the BOARD determines that the performance of the SUPERINTENDENT is less than effective in any respect, it shall describe in writing, in reasonable detail, specific instances of such performance. The evaluation shall include recommendations for improvement in all instances in which the BOARD deems performance to be less than effective, and shall implement an improvement plan designed to improve the rating of the SUPERINTENDENT on his next annual year-end evaluation.

7. SALARY

The BOARD agrees to pay the SUPERINTENDENT for his services during each year of said contract in twenty-six (26) equal installments. Salary will be \$150,000 for 2018-2019.

Provided the SUPERINTENDENT is rated "Effective" in his 2018/19 performance evaluation, his salary in 2019/20 will be not less than \$153,000. Provided the SUPERINTENDENT is rated "Highly Effective" in his 2018/19 performance evaluation, his salary in 2019/20 will be not less than \$154,500.

Provided the SUPERINTENDENT is rated "Effective" in his 2019/20 performance evaluation, his salary in 2020/21 will be not less than \$156,500. Provided the SUPERINTENDENT is rated "Highly Effective" in his 2019/20 performance evaluation, his salary in 2020/21 will be not less than \$159,500.

In addition to the aforementioned salary, the SUPERINTENDENT, may be eligible for a salary stipend of 1% if his evaluation effectiveness rating is "Effective" and 2% if his evaluation effectiveness rating is "Highly Effective" 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. Section 1250 of the Michigan Revised School Code shall be reviewed when establishing the goals and/or performance objectives. The amount awarded to the SUPERINTENDENT as pay for performance compensation shall not be a permanent adjustment to the base salary.

8. ANNUITY

As part of SUPERINTENDENT's total compensation, the BOARD shall make an employer non-elective contribution to a section 403b tax-sheltered annuity in an amount equal to 5% of the SUPERINTENDENT's current salary in addition to the SUPERINTENDENT's regular salary. The timing and manner of payment shall be mutually agreed by the parties and reduced to writing (i.e., monthly or biweekly). 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.

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10. INSURANCE

- a. The BOARD shall provide health insurance coverage with a carrier to be named by the BOARD. The BOARD will contribute an amount equal to the Annual Cost Limitation each year toward the annual premium for health insurance. Provided that the SUPERINTENDENT verifies in writing that he has access to alternate insurance coverage that meets the minimum requirements of the Affordable Care Act, the SUPERINTENDENT may elect to receive \$1,116.75 per month as cash-in-lieu 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 his 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 its share of the Annual Cost for the insurance coverage 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. Beginning with the 2018-2019 year, the SUPERINTENDENT shall be entitled to vacation time of twenty (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. Unless specifically approved, no more than 10 such days may be used when school is in session. Unused vacation is paid annually if not used at the then per diem rate, however, up to 5 days may be carried over into the following year.
- b. At the inception of this Contract on July 1, 2018, Superintendent shall be granted ninety (90) days of accumulated sick leave for personal illness or disability. In addition, the Superintendent will be allocated twelve (12) sick leave days at the commencement of each fiscal year, beginning on July 1, 2019. Sick leave days can be used for personal or family illness/death; accumulated sick leave to be capped at a maximum of 120 days. Family illness will be capped at 60 days. Death will be according to the current Administrative Guidelines. Use of three or more consecutive days may at the BOARD's sole discretion, require written verification by the appropriate health care provider. Prior to returning from any sick leave of absence in excess of three consecutive days, the District may require medical verification at BOARD expense of the SUPERINTENDENT's ability to perform the essential functions. There shall be no payment for unused sick days at termination of contract for any reason.
- c. There will be two (2) 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 he might keep well informed about the activities and information related to the operation of the school district.

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- b. The BOARD shall encourage the SUPERINTENDENT and expects that the SUPERINTENDENT will, at his 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 his attendance at same. Out of state conferences require prior Board approval.

13. LIFELONG LEARNING

The BOARD encourages and supports the superintendent in the pursuit of his doctorate degree in Educational Leadership and modeling of life long learning. Additionally, upon completion of the doctorate, the Board will increase his annual compensation by not less than 1.5 %.

14. MOVING EXPENSES

Upon submission of receipts satisfactory to the Board President, Superintendent shall be provided paid moving expenses not to exceed Ten Thousand Dollars (\$10,000.00) in the event he elects to establish residency in the District, to move his household and all reasonable and customary items of the household, from his current legal residence to his newly established legal residence within the boundaries of the Cedar Springs Public School District.

15. 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.

16. 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 his individual capacity or his official capacity as an agent and employee of the district, provided the incident arose while the SUPERINTENDENT was acting within the scope and course of his employment, excluding any conduct that is deemed to constitute moral turpitude, willful misconduct or criminal in nature.

17. 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 non-classroom or administrative position in the district.

18. TERMINATION

- a. This contract shall terminate upon the death or permanent total disability of the SUPERINTENDENT or through loss of professional license, which cannot be promptly reinstated. 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 him.
- 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.

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- e. "Just cause" shall also include a reason that is not arbitrary or capricious, if it is determined that the standard within MCL 38.101 is applicable to involuntary termination of a superintendent.
- f. The "just cause" standard is not applicable to non-renewal of this agreement pursuant to the Michigan Revised School Code, which is discretionary with the BOARD in accordance with applicable statute.
- g. This Agreement may also be terminated by an emergency manager appointed under applicable law.

19. LIMITATION OF ACTIONS

The SUPERINTENDENT and the BOARD agree that any civil action must be filed no later than 180 calendar days from the date on which the claim or cause of action upon which the civil action is based accrued or no later than 180 days from the termination of the SUPERINTENDENT's employment, whichever is sooner. The BOARD and SUPERINTENDENT waive any longer limitations period, except where expressly prohibited by law.

20. STATE LEGISLATION/SAVINGS CLAUSE

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. If during the term of this contract it is found that a specific clause of the contract is illegal under federal or state law, the remainder of the contract not so affected by such a ruling shall remain in full force and effect.

21. ENTIRE AGREEMENT.

This is the entire agreement between the parties, and supersedes all prior oral and written understandings, promises and contracts between them. No individual BOARD member has authority to modify or terminate this Agreement. This Agreement may be modified only by a written agreement approved by a majority of the BOARD during an open session of the BOARD.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

As approved by a formal action of the Board of Education of the Cedar Springs Public Schools during a public meeting held on June 25, 2018.

BY



President, Board of Education

BY



Superintendent

DATE

6-25-2018

DATE

6.25.18