

Cedar Springs Public Schools

204 East Muskegon Street • Cedar Springs, MI 49319

SUPERINTENDENT'S CONTRACT SCOTT B. SMITH

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. TERM

The BOARD agrees to employ the SUPERINTENDENT for a term of four (4) years from July 1, 2021, to and including June 30, 2025. The BOARD shall evaluate the SUPERINTENDENT as required by the Michigan Revised School Code.

2. EXTENSION

Upon the effective or highly effective performance of this contract by the SUPERINTENDENT of the current year, this contract shall be extended for one (1) year by mutual agreement of the SUPERINTENDENT and the BOARD.

2. LENGTH OF WORK YEAR

The SUPERINTENDENT shall 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.

Cedar Springs Public Schools

204 East Muskegon Street • Cedar Springs, MI 49319

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 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.

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 the BOARD determines the performance of the SUPERINTENDENT to be 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. COMPENSATION

Base Salary – The BOARD agrees to pay the SUPERINTENDENT for his services during each year of said contract in twenty-six (26) equal installments. The SUPERINTENDENT'S base salary will be \$164,285 for the 2021-2022 School Year.

Provided the SUPERINTENDENT is rated "Effective" in future performance evaluations, his base salary in the follow year will increase by percent (2%) for the following year. Provided the SUPERINTENDENT is rated "Highly Effective" in future performance evaluations, his base salary in the follow year will increase by percent (3%) for the following year.

Extra Duty Related to Community Relations and Advocacy – As further compensation for services performed pursuant to this Agreement and in recognition of additional duties deemed beneficial to the District, the BOARD shall pay an amount equal to 10% of the SUPERINTENDENT'S annual base annual salary for these additional assignments dependent on the BOARD'S evaluation of the following:

- a. Engagement in at least two community organizations
- b. Community committee work
- c. Participation in state education organizations

The District shall pay this provision in equal installments at the same time the SUPERINTENDENT'S bi-weekly salary is paid. Such payments shall be made unless a rating below effective is obtained for this position.

Longevity Supplement – As further compensation for services performed pursuant to this agreement, the Board shall, during each year of this agreement, pay a 3% longevity supplement of the SUPERINTENDENT'S base salary. The longevity supplement shall increase by an additional 1% every year following the 2021-2022 school year.

Merit Pay – In addition to the aforementioned base salary, the SUPERINTENDENT will earn 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.

Annuity – As part of SUPERINTENDENT'S total compensation for the 2021/22 School Year, 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 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. The annuity

Cedar Springs Public Schools

204 East Muskegon Street • Cedar Springs, MI 49319

contribution will increase by 1% of the base salary annually.

8. RETENTION

If the SUPERINTENDENT completes the full term of this contract, he will receive a one-time allocation of thirty-five (35) vacation days on June 30, 2025.

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.

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. 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. The SUPERINTENDENT will be allocated twelve (12) sick leave days at the commencement of each fiscal year. 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 BOARD 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. The SUPERINTENDENT will be allocated two (2) personal business days per fiscal year.

12. PROFESSIONAL DEVELOPMENT

Cedar Springs Public Schools

204 East Muskegon Street • Cedar Springs, MI 49319

- 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.
- 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 lifelong learning. Additionally, upon completion of the doctorate, the BOARD will increase his annual compensation by not less than 1.5 %.

14. 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.

15. 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.

16. 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.

17. 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.
- 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.

Cedar Springs Public Schools

204 East Muskegon Street • Cedar Springs, MI 49319

18. 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.

19. 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.

20. 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 October 11, 2021.

BY



President, Board of Education

DATE

10.11.21

BY



Superintendent

DATE

10.11.21