

# CONTRACT OF EMPLOYMENT

## *Superintendent of Schools*

It is hereby mutually agreed by and between the Board of Education (hereinafter Board) of the Western School District and **Michael R. Smajda** (hereinafter Superintendent) that, pursuant to Section 1229 of the Revised School Code of the State of Michigan, MCL 380.1229 (Public Act 289 of 1995), that Board has and does hereby employ the said **Michael R. Smajda as Superintendent from June 1, 2012 through June 30, 2015**, 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 and by the rules and regulations of the State Board of Education 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 credentials and qualification for the position of Superintendent as required by this contract, the contract shall automatically terminate.
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. Unless the Board gives written notice of non-renewal of this contract to the Superintendent at least 90 days prior to June 30<sup>th</sup> of the current contract year, this contract will, without further action, be automatically renewed for an additional year period as provided by the Public Act 183 of 1979. The Superintendent annually shall advise the Board of Education of this obligation during the month of March.
8. The evaluation of the Superintendent shall be conducted annually and presented to the Superintendent no later than March 31<sup>st</sup> of each year during the term of this contract. 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 of this responsibility in a timely-manner.
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 10 vacation days per year, upon notification to the Board president. Beginning June 2011, the Superintendent may redeem 5 unused vacation days for his per diem rate (240 contract days for this calculation). One additional day will be added each subsequent year. The total of redeemable days will not exceed 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 4<sup>th</sup>, Labor Day, Thanksgiving, Christmas Eve, Christmas Day and New Year’s Eve, January 1<sup>st</sup>, 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 for cause) after having been employed by the district for a period of **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 designated beneficiary.
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) year.

14. The Superintendent shall have the option to attend at least two State conferences per school year. The Board shall pay expenses, related to attendance of these conferences.
15. The Superintendent shall be paid an annual salary of not less than \$116,500 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.
16. Beginning July 1, 2011, the Superintendent shall be granted a longevity/merit payment of fifteen hundred dollars based on attainment of a satisfactory performance level on his previous year's evaluation. For each subsequent year and satisfactory evaluation, the longevity/merit payment shall be increased by fifteen hundred dollars. This accumulative longevity/merit payment shall not exceed nine thousand dollars.
17. The Board shall make provisions for the Superintendent to contribute (payroll deduction) to any tax sheltered annuity program of the Superintendent's choice. In addition, the district shall allow the Superintendent to select an annuity contribution in lieu of the district's health care contribution.
18. The Board shall contribute 4% of the superintendent's annual base salary to an annuity of the Superintendent's choice or to purchase universal service credit from MPSERS. This contribution shall increase two (2) percentage points for every two years of service to the District up to a maximum of a 10% contribution.
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.
21. Life insurance in the amount of \$250,000 shall be provided to the Superintendent.
22. The Board shall reimburse the Superintendent 50% of college tuition for courses that apply to an educational specialist and/or doctoral degree.
23. The Superintendent shall be eligible to be reimbursed for travel, 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.
24. In the event of any dispute between the parties including, but not limited to, non-renewal or discharge of the Superintendent during the term of the 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.

*Contract between the Western School District and Michael R. Smajda (3 of 4)*

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, non-renewal or alleged violation. 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 County Circuit Court.

25. This contract of employment 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 is hereby terminated and shall hereafter be of no force or effect whatsoever. No change or modification of this contract of employment 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.
26. 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.
27. 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.
28. This agreement 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 agreement to be executed on the day and year noted.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent

WESTERN SCHOOL DISTRICT  
BOARD OF EDUCATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board President