

Special Meeting  
Monday, September 28, 2020 7:00 PM

Central Office Conference Room  
225 Pleasant St  
Saranac, Michigan 48881

## **Agenda**

1. Call to Order \_\_\_\_\_
2. Pledge of Allegiance
3. Additions, Deletions & Modifications to the Agenda
4. Comments from Guests - Agenda Items
5. Action Items
  1. COVID-19 Benchmark Goals and Extended Continuity of Learning Plan
- 6.
7. Reports/Presentations
  2. Superintendent's Contract
- 8.
9. Comments from Guests - Non Agenda Items
10. Other
11. Adjournment \_\_\_\_\_

TO: Board of Education

FROM: Jason Smith, Superintendent

SUBJECT: COVID 19 – Benchmark Goals and Extended Continuity of Learning Plan

I will present the benchmark goals of the COVID 19 Extended Continuity of Learning Plan and have the board approve it.

Suggested Resolution

I move that the Saranac Board of Education approve the COVID-19 Benchmark Goals and Extended Continuity of Learning Plan as presented.

Motion by \_\_\_\_\_ Supported by \_\_\_\_\_

Discussion: Yes \_\_\_\_\_ No \_\_\_\_\_

Approved/Denied: Yes \_\_\_\_\_ No \_\_\_\_\_

# Saranac Community Schools

Jason Smith, Superintendent  
225 Pleasant Street  
Saranac, Michigan 48881

[www.saranac.k12.mi.us](http://www.saranac.k12.mi.us)

Telephone 616-642-1400  
[smithjas@scs-staff.org](mailto:smithjas@scs-staff.org)

**Goal 1** – All students (1-8) will improve performance in Reading/ELA from Fall to Spring as measured by the STAR test.

- All teachers will use the formative assessment process to support adjustments to teaching and learning, to support meaningful student progress towards mastery of Reading/ELA academic standards.
- Results from Reading/ELA benchmark assessments, local Reading/ELA summative assessments, and formative assessment will be continuously discussed and analyzed by staff.

**Goal 2** – All students (K-5) will improve performance in Reading/ELA from fall to spring as measured by Acadience.

- All teachers will use the formative assessment process to support adjustments to teaching and learning, to support meaningful student progress towards mastery of Reading/ELA academic standards.
- Results from Reading/ELA benchmark assessments, local Reading/ELA summative assessments, and formative assessment will be continuously discussed and analyzed by staff.

**Goal 3** – All students (K-8) will improve performance in Mathematics from Fall to Spring as measured by the STAR test and local assessments.

- All teachers will use the formative assessment process to support adjustment to teaching and learning, to support meaningful student progress towards mastery of math academic standards.
- Results from math benchmark assessments, local math summative assessments, and formative assessment will be continuously discussed and analyzed by staff.
- Local built assessments are used through Bridges Math by the Math Learning Center.

Saranac Elementary  
Mike Catrell, Principal  
250 Pleasant St  
Saranac, MI 48881  
616-642-1200 phone  
616-642-1205 fax

Sara Serne, K-12 Principal/MTSS Coordinator

Saranac Junior Senior High  
Josh Leader, Principal  
150 Pleasant St  
Saranac, MI 48881  
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Preparing youth today for tomorrow...



**District/PSA Template for the  
Extended COVID-19 Learning Plan  
as Described in [Public Act 149](#), Section 98a**

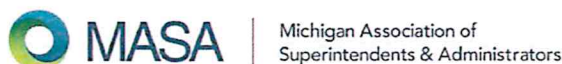
**September 15, 2020**

On August 20, 2020 Governor Whitmer signed House Bill 5913 into law as Public Act 149. Section 98a states that in order to receive state aid for 2020-2021, districts must provide for instruction under an extended COVID-19 Learning Plan (“Plan”) that has been approved by an intermediate district or authorizing body. The Plan does not replace the District’s/PSA’s COVID-19 Preparedness and Response Plan, it is an additional plan that includes new assurances and sections on educational goals, instructional delivery, grading, and equitable access. PA 149 does not apply to districts that operate as a cyber school.

District/PSA educational goals written for all students and all subgroups must be established no later than September 15, 2020 and submitted in their Plan to the ISD or Authorizing Body, as applicable, no later than October 1, 2020 for approval. ISDs and PSAs will transmit the approved plan to the superintendent of public instruction and the state treasurer.

This is a Review Only document. Please download it as a Microsoft Word document to add your own District/PSA logo and Extended Covid-19 Learning Plan.

District/PSA Extended COVID-19 Learning Plans should be submitted to the ISD or Authorizing Body as a PDF file.



## **Saranac Community Schools Extended COVID-19 Learning Plan**

Address of School District/PSA: 225 Pleasant St

District/PSA Code Number: 34120

District/PSA Website Address: <http://www.saranac.k12.mi.us/>

District/PSA Contact and Title: Jason Smith, Superintendent

District/PSA Contact Email Address: smithjas@scs-staff.org

Name of Intermediate School District/PSA: Ionia ISD

Name of PSA Authorizing Body (if applicable): NA

Date of Approval by ISD/Authorizing Body:

## Assurances

1. The District/PSA will make their ISD/Authorizing Body approved Extended COVID-19 Learning Plan accessible through the transparency reporting link located on the District's/PSA's website no later than October 1, 2020.
2. The District/PSA will create and make available on its transparency reporting link located on the District/PSA's website, a report concerning the progress made in meeting the educational goals contained in its Extended COVID-19 Learning Plan not later than February 1, 2021, for goals its expected would be achieved by the middle of the school year and not later than the last day of school of the 2020-2021 school year for goals the District/PSA expected would be achieved by the end of the school year.
3. Benchmark Assessments: The District/PSA will
  - select a benchmark assessment or benchmark assessments that is/are aligned to state standards.
  - administer the approved benchmark assessment, or local benchmark assessment, or any combination thereof, to all pupils in grades K to 8 to measure proficiency in reading and mathematics within the first nine weeks of the 2020-2021 school year and again not later than the last day of the of the 2020-2021 school year.
4. If delivering pupil instruction virtually, the District/PSA will
  - provide pupils with equitable access to technology and the internet necessary to participate in instruction, and
  - expose each pupil to the academic standards that apply for each pupil's grade level or courses in the same scope and sequence as the District/PSA had planned for that exposure to occur for in-person instruction.
5. The District/PSA, in consultation with a local health department will develop guidelines concerning appropriate methods for delivering pupil instruction for the 2020-2021 school year that are based on local data that are based on key metrics. Note: A determination concerning the method for delivering pupil instruction shall remain at the District/PSA Board's discretion. Key metrics that the District/PSA will consider shall include at least all of the following:
  - COVID-19 Cases or Positive COVID-19 tests
  - Hospitalizations due to COVID-19
  - Number of deaths resulting from COVID-19 over a 14-day period
  - COVID-19 cases for each day for each 1 million individuals
  - The percentage of positive COVID-19 tests over a 4-week period

- Health capacity strength
  - Testing, tracing, and containment infrastructure with regard to COVID-19
6. If the District/PSA determines that it is safe to provide in-person instruction to pupils, the District/PSA will prioritize providing in-person instruction to pupils in grades K to 5 who are enrolled in the District/PSA.
  7. The District/PSA assures that
    - instruction will be delivered as described in this plan and approved by the District/PSA Board,
    - the description of instructional delivery in this plan matches the delivery of instruction to be delivered during the 2020-2021 school year,
    - the District/PSA will re-confirm how instruction will be delivered during the 2020-2021 school year thirty days after the approval of the plan, and every 30 days thereafter at a meeting of the Board, and
    - public comment will be solicited from the parents or legal guardians of the pupils enrolled in the District/PSA during a public meeting described in PA-149.
  8. The District/PSA will ensure that students with disabilities will be provided with equitable access to instruction and accommodation in accordance with applicable state and federal laws, rules and regulations.
  9. The District/PSA will ensure that two (2), 2-way interactions occur between a pupil enrolled in the District/PSA and the pupil's teacher or at least one (1) of the pupil's teachers during each week of the school year for at least 75% of the pupils enrolled in the District/PSA. The District/PSA will publicly announce its weekly interaction rates at each District/PSA Board meeting where it re-confirms how instruction is being delivered. The District/PSA will make those rates available through the transparency reporting link located on the District/PSA website each month for the 2020-2021 school year.

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President of the Board of Education/Directors

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Date

# Learning Plan Narrative

## Opening Statement

- Please provide a statement indicating why an Extended COVID-19 Learning Plan is necessary to increase pupil engagement and achievement for the 2020-2021 school year.

Note: The Saranac Community School Board has reviewed the [Continuity of Learning Plan](#) and approved the [Preparedness and Response Plan](#) on August 10, 2020.

The COVID-19 global pandemic is impacting our school community in a number of ways: we are experiencing a traumatic event, many students may have significant gaps in their learning, and equity issues are more pronounced.

As we return to school in the fall, our first priority will be to ensure the well-being of all members of our school community. Because of the wide range of experiences students had during the remote learning portion of the 19-20 school year, we anticipate that students will come to school in the fall of 2020 with a wider than usual range of competencies. We expect that many students will be behind and will need opportunities to catch up. Teachers will need opportunities to collaborate with each other as they examine student work and determine what comes next in the learning for each student.

Saranac Community Schools plans to begin the school year with two educational models that include a daily in-person model as well as a virtual model. We will need to ensure that there are structures in place to ensure student engagement and achievement for all. This plan will focus on teaching and learning with an emphasis on equity for all learners and the well-being of students and staff.

The majority of our students will attend in-person this school year. At the start of the year there are approximately 78% of our students attending in-person. Even though the majority of our students are in attendance daily, we know that our virtual option needs to be aligned and as rigorous as our in-person model. Staff are ensuring quality education through platforms that are reviewed with all students to ensure seamless transitions.



## Educational Goals

- **Please outline and describe** the educational goals expected to be achieved for the 2020-2021 school year. The District/PSA must establish all of its goals no later than September 15, 2020. Authorizing bodies expect PSA educational goals will be aligned to the educational goal within your charter contract.
- **Specify** which goals are expected to be achieved by the middle of the school year and which goals are expected to be achieved by the end of the school year.
- **Ensure** that all of the following apply to the educational goals described in this section: (a) The goals include increased pupil achievement or, if growth can be validly and reliably measured using a benchmark assessment or benchmark assessments, growth on a benchmark assessment in the aggregate and for all subgroups of pupils; (b) The District/PSA benchmark assessment(s) are aligned to state standards and will be administered to all pupils K-8 at least once within the first 9 weeks of the 2020-2021 school year and not later than the last day of the 2020-2021 school year to determine whether pupils are making meaningful progress toward mastery of these standards; and (c) the District's/PSA's educational goals are measurable through a benchmark assessment or benchmark assessments.
- To the extent practicable, the District/PSA will administer the same benchmark assessment or benchmark assessments that it administered to pupils in previous years.

### Quality Evidence-Based Assessment Practices

Saranac Community Schools believes that benchmark assessment evidence can be used to monitor and evaluate patterns and trends in school districts academic performance and to identify effective instructional programs. We believe it can provide guidance for standardizing or adjusting curriculum and instruction across grade levels and schools.

In addition to the use of benchmark assessment data, Saranac Community Schools will utilize formative assessments. Research has proven that a formative assessment provides ongoing, immediate, and critical information about student comprehension throughout the learning process. Formative assessment provides Saranac Community Schools educators with the power to respond immediately to students' learning needs and adjust daily instruction. It is our strong belief that formative assessments will be significant in addressing those potential learning gaps as mentioned previously.

## **Educational Goals**

Saranac Community Schools has a concise plan outlined for the administration and use of both benchmark assessments and formative assessments. Acadience assessments in reading will be administered to all K-6 students three times: once within the first 30 days of school, once in January and a final time in May. Formative assessments will provide information to inform our progress toward our goals over the course of the year. Progress reports will be available on our website in February and June. Progress monitoring will also take place with any student on a IRIP.

The STAR assessments in reading will be administered to all students in grades 1-8 three times: once in the first nine weeks of the school year, once in January and again prior to the last day of school. Formative assessments will provide information to inform our progress toward our goals over the course of the year. Progress reports will be available on our website in February and June.

The STAR assessments in mathematics will be administered to all students in grades 1-8 three times: once in the first nine weeks of the school year, once in January and again prior to the last day of school. Formative assessments will provide information to inform our progress toward our goals over the course of the year. Progress reports will be available on our website in February and June.

Local assessments in mathematics will be administered to all students kindergarten three times: once in the first nine weeks of the school year, once in January and again prior to the last day of school. Formative assessments will provide information to inform our progress toward our goals over the course of the year. Progress reports will be available on our website in February and June. The assessments are used through Bridges Math by the Math Learning Center.

As a means of continuous improvement in both teaching and learning, professional development will be provided for all teaching staff and full implementation will be an expectation.

Teaching teams will be data-driven, gathering accurate and reliable data using the Acadience and STAR district assessments, correctly interpreting and validating data, using data to make meaningful instructional changes for students, establishing and managing increasingly intensive tiers of support, and evaluating the process at all tiers to ensure the system is working.

Goal 1 – All students (1-8) will improve performance in Reading/ELA from Fall to Spring as measured by the STAR test.

- All teachers will use the formative assessment process to support adjustments to teaching and learning, to support meaningful student progress towards mastery of Reading/ELA academic standards.
- Results from Reading/ELA benchmark assessments, local Reading/ELA summative assessments, and formative assessment will be continuously discussed and analyzed by staff.

Goal 2 – All students (K-5) will improve performance in Reading/ELA from fall to spring as measured by Acadience.

- All teachers will use the formative assessment process to support adjustments to teaching and learning, to support meaningful student progress towards mastery of Reading/ELA academic standards.
- Results from Reading/ELA benchmark assessments, local Reading/ELA summative assessments, and formative assessment will be continuously discussed and analyzed by staff.

Goal 3 – All students (K-8) will improve performance in Mathematics from Fall to Spring as measured by the STAR test and local assessments.

- All teachers will use the formative assessment process to support adjustment to teaching and learning, to support meaningful student progress towards mastery of math academic standards.
- Results from math benchmark assessments, local math summative assessments, and formative assessment will be continuously discussed and analyzed by staff.
- Local built assessments are used through Bridges Math by the Math Learning Center.

### **Instructional Delivery & Exposure to Core Content**

- **Please describe** how and where instruction will be delivered during the 2020-2021 school year. (e.g. instruction may be delivered at school or a different location, in-person, online, digitally, by other remote means, in a synchronous or asynchronous format, or any combination thereof).

## Mode of Instruction

Saranac Community Schools will offer two options for education in the 2020-2021 school year. Families will select between in-person instruction or virtual instruction. Both options will follow the same school year calendar. At the start of the school year 78% of our students are scheduled for in-person instruction. The district started the year with a soft start, running fully virtual days and half days for the first two weeks. After the second week the district returned to a traditional school day that has been modified to accommodate for COVID related protocols. In an effort to minimize student to student interactions during the day our secondary buildings moved to block scheduling.

All K-12 in-person students attend Monday through Friday with the same instructional times as previous years. Block scheduling was implemented at the secondary level to minimize classroom changes

Students, in-person and virtual, will utilize the Google Sites and Google Classroom during the school year. All of our teachers will be developing and uploading content on the platforms and managing both in-person and virtual students. The reality of the situation that districts are put in is that we need to be flexible as students move from in-person to virtual because of COVID cases, close contacts, and possible building closures. Having all of our students in our learning management system allows for students to move from in-person to virtual without missing content. Virtual instruction will be synchronous or asynchronous and teacher paced.

- **Please describe** how instruction for core academic areas will expose each pupil to the academic standards that apply for each pupil's grade level or course in the same scope and sequence as the District/PSA had planned for that exposure to occur for in-person instruction.

## Curriculum and Instruction: Academic Standards

Saranac Community School's curriculum for core academic areas is aligned to state standards. As noted in our mode of instruction, the vast majority of our students have returned to in-person instruction. Our in-person instruction has not changed outside of COVID protocol disruptions and block scheduling at the secondary level.

As teachers navigate the wider than usual range of competencies expected this fall, they will use many curriculum tools that our district has purchased. Provided are some of the tools used at the different levels: Reading Wonders, Mystery Science, Bridges Math, Scholastic News, Social Studies Alive, CMP Math, CPM Math, Modeling Science.

- **Please describe** how pupil progress toward mastery of the standards described within this section will be graded or otherwise reported to the pupil and the pupil's parent or legal guardian.

### **Assessment and Grading**

The Saranac Community School District bases its assessment system on the Michigan Standards. We regularly assess students at the district and classroom level to determine if they are making progress toward meeting those standards. We place a heavy emphasis on formative assessment. This is critical in the instructional process so that students receive timely feedback that helps them know what they need to do to improve. It also gives the teacher important information to know how to adjust the teaching and learning process to meet each student's needs.

We also have a system for delivering summative assessments at the district and classroom levels. These are given at the end of a period of learning as an evaluation of what has been learned and are part of our district grading process. For example, our teachers deliver summative assessments at the end of each unit of study in our curriculum. These assessments are based on a coherent set of standards in the subject area that focus on a related group of skills and disciplinary knowledge.

We make available to our parents and legal guardians a web-based system that allows them to see their children's grades at any time. Our teachers keep up-to-date information on student grades in this system. We also send progress reports to our parents and guardians during each marking period. This is in addition to the expectation we have for all teachers that they keep parents and guardians abreast of any concerns regarding a student's grade through emails and phone calls. Finally, we send out to parents report cards at the end of each marking period.

### **Equitable Access**

- If delivering pupil instruction virtually, please **describe** how the District/PSA will provide pupils with equitable access to technology and the internet necessary to participate in instruction.

### **Technology**

Saranac Community Schools model for instruction allows for students to attend in-person. As a district we have roughly 78% of our students in-person daily. Technology devices, such as Chromebooks, are available to both in-person and virtual students. The district will do its best to help provide internet options. The district's offer can take many forms including providing access to the school building during school hours (in-person option), providing access to the school building after school hours, providing 24/7 access to internet in school parking lots,

providing assistance with finding access to public areas with internet access, and assisting families with obtaining reliable internet at home.

- **Please describe** how the District/PSA will ensure that students with disabilities will be provided with equitable access to instruction and accommodation in accordance with applicable state and federal laws, rules and regulations.

**Students with identified special needs**

The district's goal is to ensure that, to the greatest extent possible, each student with a disability whether they are virtual or in-person can be provided the special education and related services (speech and language, occupational therapy, physical therapy, social work services and teacher consultant) identified in the student's IEP, IFSP or a plan developed under Section 504.

For virtual students a CLP (Contingency Learning Plan) will be developed. The purpose of the Contingency Learning Plan is to describe how FAPE will be modified when the IEP cannot be implemented as written. The IEP team will determine the needed special education programs/services to support the student in the virtual learning environment.

The district in collaboration with Ionia ISD, to the greatest extent possible, will ensure a method for the continuation of an evaluation for students suspected of having a disability as well as those requiring re-evaluation. In the event that the district goes into phase 3 or 100% virtual and there is a need for face-to-face assessment and observations, the district will continue to support the students educational needs until the district resumes normal operations and the necessary evaluations can be completed.

In partnership with Early On, students from birth to five, those with identified special needs, will be provided the special education and related services identified in their IEP or IFSP. In partnership with Heartlands Institute of Technology, students attending CTE programming, intervention and support services will be integrated into the student's program.

The district has established structures for general and special education teachers as well as service providers to collaborate and communicate regarding student performance and student needs on IEP goals and objectives with special consideration regarding assistive technology and accessibility. The special education teachers will be supporting students based on their IEP goals. The ISD related service staff (speech and language, social work, occupational therapy, physical therapy and teacher consultants) will continue to use Google Classroom, Seesaw and other online learning tools.

- **Optional Considerations for District/PSA Extended COVID-19 Learning Plans:**

- 1. In addition to the students with disabilities noted above, please describe how the District/PSA will ensure that the needs of other vulnerable student populations, such as but not limited to, early English Learners and Fledgling/struggling students, are met.

- 2. Please describe how the District/PSA will ensure that students will, during pandemic learning, have continued access to programs such as, but not limited to, Early Childhood, CTE, Early-Middle College, Dual Enrollment and Advanced Placement as applicable within the District/PSA.

Saranac Community Schools has an extensive MTSS system that is evident throughout the district. Our efforts to ensure that all students have the resources and supports needed to be successful does not change this school year. Our students with disabilities, vulnerable students, and at-risk students all have equal access to these resources and supports. We will use our MTSS system and teams to ensure that all of these children, in-person and virtual, will still be identified and supported throughout the school year. As a district we also provide numerous opportunities to our students that include but are not limited to Dual Enrollment, Early College, Advanced Placement, and Alternative Education. All of these options are still available to students as would be in previous years for both in-person and virtual students.

Additionally, Saranac Community Schools contracts with multiple agencies and individuals to provide counseling services to those students referred. The district understands the anxiety, pressures, and uncertainty the pandemic has caused and the emotional strain it can have on students.

TO: Board of Education

FROM: Sarah Doll, Board President

SUBJECT: Superintendent's Contract

I would like to review with the board Superintendent, Jason Smith's contract with action for approval at the October 12 meeting.



**-Working copy as of 5/11/2020 – NOT FINAL-**  
Saranac Community Schools Board of Education  
225 S. Pleasant St.  
Saranac, MI 48881

***Draft-SUPERINTENDENT CONTRACT***

This contract is entered into on the 1<sup>st</sup> day of July 2020, between the Board of Education of Saranac Community Schools, referred to as the "Board of Education," and Mr. Jason Smith as Superintendent.

Because the Board of Education at a meeting held on the 29<sup>th</sup> day of June, 2020, approved the employment of the Superintendent in accordance with the terms and conditions of this contract, and the Superintendent's desire to be employed by the Board of Education in accordance with the terms and conditions of this contract, the parties in consideration of the mutual promises contained in this contract, agree to the following:

1. **TERM.** This contract shall take effect on the 1<sup>st</sup> day of July, 2020, and continue in force through the last day of June, 2023, subject to extension and termination as provided in Paragraphs 4 (Extension) and 14 (Termination).
2. **DUTIES.** The Superintendent represents that he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the provisions of Sections 1246 and 1536 of the Revised School Code, the regulations of the Michigan Department of Education, and those required by the Board of Education to serve in the position assigned. The Superintendent agrees, as a condition of his continued employment, to meet all certification and continuing education requirements for the position assigned, as are and may be required by law or by the Michigan Board of Education. If at any time the Superintendent fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

The responsibility for selection, placement, and transfer of personnel shall be vested in the Superintendent, subject to approval by the Board.

The Superintendent agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. The Superintendent agrees to faithfully perform those duties assigned by the Board of Education and to comply with the directives of the Board of Education with respect thereto. The Superintendent further agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations, and by the Board of Education, to carry out the educational programs and policies of the School District during the entire term of this Contract. The Superintendent agrees to devote substantially all of his business time, attention and services to the diligent, faithful and competent discharge of his duties on behalf of the School District to enhance the operation of the School District and agrees to use his/her best efforts to maintain and improve the quality of the programs and services of the School District.

3. **EVALUATION.** The Board, not less than annually, and pursuant to Board Policy 1240, shall evaluate the Superintendent's performance. This evaluation process shall comply with Section 1249 of the Revised School Code, as amended, using multiple rating categories that take into account student growth data as a significant factor. The Board and the Superintendent will meet to discuss and determine performance standards and district goals, prior to commencement of the evaluation process. Criteria upon which the Superintendent shall be evaluated will be communicated to the Superintendent by the Board of Education prior to the initiation of the evaluation process.

4. **EXTENSION**. This contract may be extended either by option of the Board of Education or by operation of law, as follows:

- A. **Board Option**. The Board of Education, no later than the 15<sup>th</sup> day of April 2021, 2022, or 2023, may extend the contract for an additional one-year period. In exercising this option, the Board of Education also shall establish the annual salary to be paid to the Superintendent for the school year included in the extension. All other terms and conditions of this contract shall remain unchanged. The Board of Education in its sole discretion and with or without cause may decline to extend this contract for an additional year.
- B. **Operation of Law**. Unless the Board of Education gives written notice of non-renewal of this contract to the Superintendent at least 90 days before the contract's termination date, this contract will, without further action, be automatically renewed for an additional one-year period as provided by Public Act 183 of 1979. The Superintendent annually shall advise the Board of Education of this obligation during the month of January.

5. **TENURE EXCLUSION**. This contract does not confer tenure upon the Superintendent in the position of Superintendent or any other administrative position in the district.

6. **HOLD HARMLESS CLAUSE**

In light of the unique nature of the professional duties of Superintendent, the Board of Education shall provide the Superintendent, at no expense to him, legal counsel acceptable to the Board in any civil lawsuit brought against him related to his employment by District. Further, Board of Education shall indemnify the Superintendent from liability in any action related to Superintendent's employment by the District to the extent of insurance coverage only. The District's obligation to provide the Superintendent with legal counsel and indemnify him shall not apply in the event the Superintendent was not acting in the course of his employment as Superintendent and within the scope of his authority. Further, the District's obligation to indemnify the Superintendent shall not apply in the event it is determined that Superintendent's liability resulted from his gross negligence or intentional misconduct.

7. **LIABILITY INSURANCE CLAUSE** The Board of Education shall provide public liability insurance for the Superintendent to provide coverage for legal expenses and liability. The extent of such coverage shall be solely based upon the terms of the policy of insurance.

8. **PROFESSIONAL GROWTH** The Superintendent may attend appropriate professional conferences and seminars at the local and state level. National and regional level programs shall be subject to Board approval. The Superintendent shall receive reimbursement for necessary and reasonable expenses, which are not prepaid by the Board of Education, pending proper board approval.

9. **PROFESSIONAL DUES** The Board of Education shall pay dues for the American Association of School Administrators (AASA), the Michigan Association of School Administrators (MASA), and MASA regional dues.

10. **COMPENSATION** The Board of Education shall pay to the Superintendent an annual salary of \$110,000.00 for each year of contract. The salary shall be paid in 26 equal installments. The Board of Education retains the right to adjust the salary during the continuation of this contract, but an adjustment shall not reduce the annual salary below the figures specified in this paragraph.

The Superintendent shall receive an annual payment of **\$1,200** for travel within 60 miles of the district, including student events, meetings within and outside of the Ionia ISD and other local travel associated with the position of Superintendent of Schools.

The Superintendent shall be eligible for non-affiliated longevity bonus per administrative guidelines.

11. **INSURANCE/FRINGE BENEFITS** During the term of this contract, the Superintendent shall receive the insurance benefits provided by the school district to full-time, professional administrative staff on the same basis as available to those staff members in accordance with the

Board of Education policy and subject to the following limitations: first, this paragraph excludes any insurance benefit specifically set forth in this contract; and second, such insurance benefits are subject to change at any time on the same basis as changed for full-time, professional administrative staff.

#### Health, Dental, Vision, Disability and Life Benefits

- i. Health: PPO HAS, deductible \$1,400/\$2,800  
The Superintendent shall contribute the amount over the state-mandated Hard Cap or whatever employee premium contributions are required by law per month (whichever amount is greater), as a condition to enrolling and participating in the medical benefit plan referenced above. The Superintendent authorizes payroll deduction for the above contribution amount.
- ii. Dental: Delta Dental 60/60/60 with orthodontic for child dependents \$1,000 maximum
- iii. Vision: VSP-3
- iv. Long-Term Disability insurance: 66 2/3% after 120 days, max 2,500
- v. Non-PAK AD&D Insurance in the amount of \$49,000
- vi. Non-PAK Life Insurance in the amount of \$49,000

The Superintendent is entitled to the following specific benefits:

- a. Twelve (12) sick days per year to be accumulated at a maximum of 150 days.
  - i. Upon retirement or death, the Superintendent or his beneficiary will be entitled to \$100 per day for accumulated sick time while serving as an administrator or teacher at Saranac Community Schools up to a maximum of 100 days.
  - ii. Upon termination for any reason except retirement or termination for just cause, the Superintendent who has been at Saranac Community Schools for less than twenty (20) years, shall be entitled to \$50 for each accumulated sick day, while serving as an administrator, to a maximum of 100 days.
- b. 30 Paid Time Off (PTO) days per year, including the 10 district observed holidays: Fourth of July, Labor Day, Thanksgiving Day and the day after, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Good Friday, and Memorial Day.
- c. Up to three (3) days per incident shall be allowed for death in the immediate family. Immediate family is defined as: spouse, child, stepchild, sibling, stepsibling, parent or stepparent, spouse's parent or step-parent, grandparents or step-grandparents, spouse's grandparents or step-grandparents, grandchildren or step-grandchildren.

12. **REIMBURSEMENT OF EXPENSES** The Superintendent shall receive a \$40 monthly reimbursement for cellular phone expenses and a \$40 monthly allowance for home Wi-Fi/internet expenses, recognizing that these expenses are incurred by the Superintendent and are used to conduct business of the district. The Board of Education shall also reimburse the Superintendent for other actual and necessary business expenses related to the performance of the Superintendent's duties on behalf of the District, pending proper board approval.

TRANSPORTATION: The Board shall reimburse the Superintendent at the current per mile IRS rate for use of his automobile in conducting business outside of a 60-mile radius from Saranac Community Schools that is associated with the position of Superintendent of Schools, such as the attendance of meetings and school administration conferences.

#### 13. **SPECIAL PROVISIONS**

- a. **Physical Examination.** At the Board of Education's request, and as a condition precedent to the duties and obligations under this contract, the Superintendent agrees to have a comprehensive medical examination and to provide the Board of Education with a doctor's verification indicating the physical competency of the individual to perform the duties of the position. Thereafter, the Superintendent agrees to have a comprehensive medical examination at any point wherein there is a legitimate basis to question his or her fitness for duty. The Superintendent agrees to supply the Board of Education with a doctor's verification of such, as previously specified. It is agreed that the doctor's verification shall be treated as confidential information by the Board of Education.

- b. **Disablement.** Should the Superintendent be unable to perform any or all of the duties outlined herein by reason of illness, accident, or other causes beyond the individual's control for period in excess of their accumulated sick leave and unused vacation time, the Board of Education may in its discretion make a proportionate deduction from the salary hereinbefore stipulated. If such a disability continues for more than one year or if said disability is considered permanent, irreparable, or of such a nature as to make performance of their duties impossible, the Board of Education may, at its option, terminate this agreement whereupon the respective duties, rights, and obligation hereunder shall terminate. Death of the superintendent terminates this contract.

14. **TERMINATION** If, at any time, the Superintendent fails to maintain the credentials and qualifications for the position of superintendent as required by this contract, the contract shall automatically terminate. The Superintendent may not be discharged nor this contract terminated for reasons that are arbitrary and capricious. The foregoing standards for termination of this contract during its term shall not be applicable to non-renewal of this contract at the expiration of its term, which decision is discretionary with the Board of Education.

It is further agreed that prior to any dismissal by the Board of Education, the Superintendent shall have the right of written charges, notice of hearing and a fair hearing before the Board of Education. If the individuals so chooses they may be accompanied by legal counsel at the hearing, said legal expenses to be paid for by the Superintendent. Any hearing before the Board of Education will be public unless the Superintendent requests a closed meeting.

15. **SEVERABILITY** 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.

16. **VENUE** In the event there is a dispute regarding the terms of this contract or the enforcement thereof or for damages hereunder, the same shall be litigated in the trial courts of Ionia County, Michigan regardless of the residence of any party to the dispute.

17. **MERGER CLAUSE** This agreement sets forth the entire agreement between the parties and fully supersedes any and all prior agreements, representations and/or understandings between the parties. All prior agreements, representations and/or understandings between the parties are hereby extinguished. Superintendent acknowledges and agrees that in executing this agreement, Superintendent is not relying on any representation by the Board of Education not set forth in this agreement.

18. **NO MODIFICATIONS CLAUSE** The terms of this agreement may not be revised by oral and/or written statements made by individual Board of Education members or any other representative or agent of the Board of Education. No change or modification of this Contract of Employment shall be valid or binding unless it has formally been approved by the Board of Education and is in writing and signed by the Superintendent and the Board. No waiver of any provisions of the Contract shall be valid unless it is in writing, signed by the Superintendent and the Board and formally approved by the Board.

19. **RECOVERY OF EXPENSES** In any adversarial proceedings between the parties arising out of this agreement, the prevailing party will be entitled to recover from the other party, in addition to any other relief awarded, all expenses that the prevailing party incurs in those proceedings, including attorneys' fees and expenses.

20. **GOVERNING LAW** This contract is governed by and shall be interpreted in accord with the laws of the State of Michigan.

We, the parties to this Superintendent's Employment Contract, sign our names and execute this contract as of the day and year written in the opening paragraph.

**FOR THE BOARD OF EDUCATION**

**BY THE Superintendent:**

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

This model contract is provided by the Michigan Association of School Boards, 1001 Centennial Way, Suite 400, Lansing, Michigan 48917. School boards are urged to have the final contract reviewed by the board's attorney before granting approval.

07/14

DRAFT