



EMPLOYMENT CONTRACT SUPERINTENDENT OF SCHOOLS

This contract evidences the employment agreement between the Board of Education of Grandville Public Schools (the Board) and, Ronald E. Caniff, as superintendent. The terms of the contract are provided below.

1. **Term.** The superintendent is employed for a three (3) year period from the first day of July 2012 through the 30th day of June 2015 subject to termination as provided in this contract.

The Board shall review this contract with the superintendent annually, and shall, on or before April 1st of each ensuing year, take official action determining whether or not it is extended for an additional year and notify the superintendent of its action in writing. If the Board takes no action, the contract shall not be deemed to have been extended for an additional year.

2. **Certification.** The superintendent shall furnish, and maintain for the duration of this contract, current certification as may be required by law and by administrative rules of Michigan Department of Education for the position of superintendent. Such certification(s), if applicable, shall be maintained on file at the Central Administration offices. Failure to maintain and keep current all required certifications shall be sufficient cause for discharge under this agreement.
3. **Duties.** The superintendent agrees to devote full time and attention to the responsibilities of the position of Superintendent of Schools. The superintendent agrees that duties will be performed in a competent and professional manner in compliance with the laws, rules and regulations applicable to the school District, and in compliance with the instructions, policies, regulations and practices of the Board of Education. The superintendent agrees that no outside employment will be accepted without the prior written permission of the Board of Education.
4. **Tenure Exclusion.** The superintendent shall not acquire tenure in any administrative position, including superintendent, or in any other non-classroom or non-teaching position to which he may be assigned.
5. **Compensation.** The superintendent's salary for the 2012-13 contract year shall be no less than \$158,713.00 payable in twenty-six (26) equal installments. The superintendent's salary for the 2013-14 and 2014-15 contract years is yet to be determined.
6. **Additional Business Expenses.** The Board shall provide to the superintendent a stipend of \$4,020.00 for the 2012-13 contract year, and an amount yet to be determined for the 2013-14 contract year and the 2014-15 contract year in addition to wages, fringes, and other compensation. This stipend is to assist the superintendent with expenses such as contributions made for school District employee dinners, receptions and miscellaneous expenses: fund-raising, solicitations; service club related costs and other costs associated with performance of duties connected with state and national professional association(s) and community service functions. The stipend shall be paid annually at the beginning of each fiscal year (July 1, 2012 for the 2012-13 school year). This stipend will be treated as taxable income, but will not be considered compensation for retirement plan purposes.
7. **Professional Dues.** The Board will pay one hundred percent (100%) of the superintendent's membership charges to professional, civic or educational organizations that may benefit the District, subject to approval by the Board of Education.

8. **Professional Growth of the Superintendent.** The Board encourages the continuing professional growth of the superintendent through his participation in:

- Conferences, programs and other activities conducted or sponsored by local, state and national school administrators and school Board associations;
- Seminars and courses offered by public or private educational institutions; and
- Informational meetings with other persons whose particular skills or backgrounds would service to improve the capacity of the superintendents to perform his professional responsibilities for the school District.

The Board shall permit a reasonable amount of time for the superintendent to attend such professional matters and pay for the necessary registration fees, travel and subsistence expenses, as approved by the Board, and in accordance with requirements of the Michigan School Code.

9. **Fringe Benefits.** The superintendent shall receive such compensable and non compensable leave of absence, holiday periods, insurance benefits, and other similar fringe benefits, which are substantially equal to those, granted by the Board to other certified administrators for the District pursuant to either Board policy or any current bargaining agreement. The board will provide 85% of the full-family premium towards the cost of MESSA-PAK A containing MESSA Choices II as the health insurance option throughout the duration of this contract. The superintendent will contribute 15% toward the full-family premium cost of this health insurance for the 2012-13 contract year and an amount yet to be determined for the 2013-14 contract year and 2014-15 contract year.

The superintendent shall receive twenty-five (25) days of paid vacation per contract year. Fifteen (15) unused vacation days may be carried over to the following school year, never to exceed an accumulation of more than forty (40) days. The superintendent shall be paid on a per diem basis for up to five (5) unused vacation days. This shall be done annually unless the superintendent elects to carry over the five (5) unused days to the subsequent school year. The Board does not pay staff for unused sick, vacation or other leave days upon separation from employment.

10. **Evaluation.** The Board will evaluate the superintendent twice during the 2012-13 school year, once by November 30 and again on or before March 15th. The superintendent shall notify the Board no later than the last board meeting in February, of the need to conduct the final evaluation.

11. **Termination.**

- *Involuntary.* The superintendent shall be subject to discharge for good and just cause during the term of this contract, but the Board shall not arbitrarily and capriciously dismiss him. No discharge during the term of this contract shall be effective until written charges have been served upon him and he has had an opportunity for a fair hearing before the Board after ten (10) days' notice in writing. Said hearing shall be public or private at the option of the superintendent. At such hearing, he may have legal counsel at his own expense.
- *Voluntary.* The superintendent and Board may terminate this contract at any time upon such terms as they find mutually agreeable. Such terms shall be reduced to writing and signed by both parties.

12. **Liability Protection.** The Board shall maintain a professional liability insurance policy for the superintendent when acting within the scope of his authority.

13. Arbitration. Any and all disputes between the parties regarding the application or enforcement of this contract, including any claims of illegal discrimination, shall be resolved through submission to binding arbitration. Any claim for arbitration must be made to the other party, in writing, within thirty (30) days of the alleged violation. If the parties are unable to mutually agree upon an arbitrator, the matter shall be referred to the American Arbitration Association and processed in accordance with its rule and procedures for labor arbitrations. The superintendent and the Board shall split any fees of the arbitrator but shall otherwise bear their own expenses for the arbitration. The arbitrator shall have the authority to interpret external law, if applicable, and award any relief available under such applicable law. The decision of the arbitrator shall be final and binding on both parties. The arbitrator award shall be limited to not more than the balance of compensation due under the contract.

**GRANDVILLE PUBLIC SCHOOLS
BOARD OF EDUCATION**

By _____
President, Board of Education

Dated 3/19/12

**GRANDVILLE PUBLIC SCHOOLS
SUPERINTENDENT**

By _____
Superintendent

Dated 3/19/12