

SOUTHGATE COMMUNITY SCHOOL DISTRICT

City of Southgate, County of Wayne, State of Michigan

SUPERINTENDENT'S CONTRACT

Agreement made this 27th day of March, 2012, by and between **THE SOUTHGATE COMMUNITY SCHOOL DISTRICT**, hereinafter referred to as "the School District" and **William Grusecki**, hereinafter referred to as "Superintendent."

WITNESSETH:

1. The School District agrees to engage the above-named individual as Superintendent for a period of four (4) years, July 1, 2012- June 30, 2016.

2. The Superintendent shall not attain tenure in the position of Superintendent of Schools by virtue of this contract of employment, it being the specific intention of the School District and the Superintendent to exclude tenure from this position.

3. The Superintendent specifically represents that he is duly and legally qualified and certified to act as Superintendent of Schools, and that he will not during the period covered, allow himself to become legally disqualified to act in that capacity. Furthermore, the Superintendent agrees that during the term of this agreement, should he become disqualified or uncertified to hold the position of Superintendent of Schools for the School District, this contract shall terminate at the School District's option. Furthermore, the Superintendent agrees that he will comply fully and within the time limits with any requirements relative to qualifications, certification, and/or continuing education which are established by the State of Michigan, whether by statute, administrative regulation, rule, or otherwise.

4. The Superintendent agrees that during the period covered by this agreement, he will perform each and every duty required of him by the statutes of the State of Michigan, and that he will act as advisor to the Board of Education of said School District and keep the Board fully and properly informed relative to educational policies and practices in the School District; that he shall make recommendations to the Board relative to such policies and practices, and will fully carry into execution all policies and directives of the Board of Education as it shall regularly adopt.

5. The salary of the Superintendent shall be One Hundred Twenty-Seven Thousand Five Hundred Dollars (\$127,500.00) for each of the four (4) school years covered by this contract.

The fringe benefits set forth herein shall be in addition to salary, unless otherwise provided herein. Further, the salary shall be paid in twenty-six (26) equal installments in

accordance with the standard practices of the School District. Fringe benefits covered by this agreement shall be set forth in Appendix A, attached hereto and made part hereof.

6. The Superintendent shall have the responsibility to organize, reorganize, and arrange administrative and supervisory staff. Responsibility for the selection, placement, and transfer of personnel shall be vested in the Superintendent, subject to approval by the Board of Education and the constraints contained in collective bargaining agreements and other agreements and documents to which the Board is a signatory. The additional duties of the Superintendent shall be as follows:

- (a) Recommend to the Board, in writing, all teachers necessary for the successful operation of the District.
- (b) Suspend or terminate employees of the School District in accordance with the provisions of law and applicable collective bargaining agreements.
- (c) Supervise and direct the work of the teachers and other employees of the School District.
- (d) Classify and control the promotion of pupils within the school system.
- (e) Recommend to the Board of Education the best methods of arranging the course of study and the proper textbooks to be used in carrying out the educational philosophy of the District.
- (f) Make written reports to the Board of Education and to the State Board annually and as otherwise required by law or by the Board of Education in regard to matters pertaining to the educational interests of the District.
- (g) Assist the Board of Education in matters pertaining to the general welfare of the District and perform such other duties as the Board may require from time to time to the extent that such directives are lawful and properly adopted by the Board of Education and communicated to the Superintendent of Schools in accordance with the common practice of the District.
- (h) Put into practice the educational policies of the state and of the Board of Education of the Southgate Community School District, in accordance with the means provided by the Board of Education.
- (i) As Superintendent of Schools, the Employee shall be entitled to:

- (1) present his recommendations to the Board on any subject under consideration by the Board.
 - (2) attend each meeting of the Board of Education unless specifically directed otherwise by the Board of Education.
 - (3) serve as an ex-officio member of each committee established by the Board of Education.
- (j) Organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, which in his judgment best serves the interests of the District, subject to the approval of the Board of Education.
- (k) Serve as chief executive officer of the School District.
- (7) The Board of Education shall have the following rights with regard to the employment of the Superintendent of Schools:

- (a) The Board of Education shall prior to August 31st of each year, establish performance objectives thus identifying its expectations for performance and achievement by the Superintendent of Schools. The performance objectives shall be given to the Superintendent of Schools and he shall sign a receipt indicating that he has received the same. The parties mutually agree that this process must be complete on or before August 31st of each year.
- (b) The evaluation criteria thus established shall be used by the Board of Education to evaluate the performance of the Superintendent. The Board of Education shall perform an annual evaluation that reflects and assesses the Superintendent's compliance with and achievement of the performance objectives.
- (c) The Board of Education, in its absolute discretion, shall have the right to grant to the Superintendent a prospective salary increase, in the event that it determines that his conformance to and performance of the criteria of the Board of Education is exceptional and exceeds all expectations of the Board of Education.

8. That School District agrees to hold the Superintendent harmless and defend and indemnify said Superintendent from any and all demands, suits and legal proceedings brought

against the Superintendent in his official capacity, to the extent permitted by law, providing that he is acting in the scope of his employment as the Superintendent of Schools.

9. The Superintendent shall be subject to discharge for good and just cause during the term of this agreement.

10. The School District shall pay the Superintendent his actual and necessary expenses incurred while on School District business in accordance with the laws of the State of Michigan and the policies of the Board of Education in such cases made and provided. It is the specific intention of this provision that the Superintendent of Schools and the Board of Education shall comply with all statutory provisions relative to the reimbursement of actual, necessary and reasonable expenses as set forth in Michigan Compiled Laws. Payment shall only be made upon submission of proper documentation and receipts by the Superintendent of Schools and approved by the Board of Education. Such expenses paid to the Superintendent shall not exceed those which the Board of Education considers to be actual and necessary, and those which are allocable in accordance with the laws of the State of Michigan.

11. The School District encourages attendance by the Superintendent of professional conferences, meetings and seminars for purposes of keeping current on educational trends. The School District shall reimburse the Superintendent for all expenses that the Board of Education considers to be actual and necessary, and which are incurred by him for attendance at said Board-approved conferences, meetings and seminars. Such actual and necessary expenses shall be reimbursed to the Superintendent in accordance with applicable Board policies and state mandates.

Travel, conferences, meetings, or seminars shall be approved by the Board of Education prior to any costs being incurred, if such conference, meeting or seminar is more than one hundred fifty (150) miles from the School District. These shall include National Conferences and work required to maintain certification.

The School District shall pay the annual dues for the Superintendent to be a member of up to two (2) professional associations, at a total annual cost not to exceed Eight Hundred Dollars (\$800.00).

12. This agreement is subject to, and contingent upon, the approval of the School District's Board of Education.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

THE SCHOOL DISTRICT

In the Presence of:

Board President

and: _____
Board Secretary

SUPERINTENDENT

By: _____
William Grusecki

I, William Grusecki, do hereby accept employment by the Board of Education of the Southgate Community School District, in the position of Superintendent of Schools on the terms and conditions set forth in this contractual agreement as stated, together with Appendix A attached hereto.

William Grusecki

Dated: _____

APPENDIX A

It is hereby agreed by and between the Superintendent of Schools and the Board of Education that the Superintendent shall receive the following fringe benefits during the term of this agreement:

1. In lieu of health insurance, the Superintendent shall receive the annual sum of Two Thousand Dollars (\$2000.00). The Superintendent shall be eligible for vision insurance and dental insurance, the same as or equivalent to those provided to members Southgate Principals and Supervisors Association, as amended from time to time. The School District may take any action in accordance with Public Act 152 of 2011, and payroll deductions are authorized for this purpose.
2. The foregoing fringe benefits will be supplemented and modified in the following particulars:
 - a. The Superintendent shall be given a life insurance policy equal to two (2) times the base salary with the cost thereof to be paid by the School District. Should the Superintendent elect to purchase additional life insurance, the premium shall be paid by the Superintendent to the School District and will be remitted to the insurance company by the School District.
 - b. The Superintendent shall receive twenty-five (25) vacation days each year of this agreement, and be allotted twelve (12) sick days and three (3) personal business days (SAME AS SPSA CONTRACT) per year. The Superintendent shall not use more than two (2) consecutive weeks of vacation while school is in session. At the end of each school year, unused days shall be credited to the Superintendent's sick leave bank and over the years may accumulate to a maximum of 235 days up to five (5) days of annual vacation can be converted to compensation at the employee's current per diem rate of pay.