

**KENT INTERMEDIATE SCHOOL DISTRICT
CONTRACT OF EMPLOYMENT
SUPERINTENDENT**

The SCHOOL BOARD OF THE KENT INTERMEDIATE SCHOOL DISTRICT (Kent ISD), an intermediate school district of the State of Michigan, and RONALD E. CANIFF, (Superintendent), enter into the this employment contract on the following terms and conditions.

1. Kent ISD agrees to employ the Superintendent in the capacity of SUPERINTENDENT from July 1, 2019 through June 30, 2021. Superintendent agrees to perform the duties required by law and the responsibilities which are specifically outlined in the job description for the Superintendent and to maintain any certification or licensing that may be required by the State of Michigan for the position of Superintendent.

2. Kent ISD agrees to pay Superintendent an annual salary of Two Hundred and Three Thousand, Three Hundred Fifty Two Dollars (\$203,352.00) for the 2019-2020 fiscal year payable in twenty six (26) equal installments.

In addition, the School Board will make a non-elective contribution to the annuity account in Kent ISD's Tax Sheltered Annuity Plan chosen by the Superintendent in the amount of Nine Thousand One Hundred and Fifty One Dollars (\$9,151.00 (4.5% of base salary)) payable in 26 equal installments.

3. The Superintendent shall not acquire tenure in any administrative position or in any other non-classroom or non-teaching position to which the Superintendent may be assigned.

4. The Superintendent shall use his personal vehicle in the performance of his duties. The cost of gasoline and major repairs beyond normal wear and tear will be reimbursed. The Superintendent agrees to exercise reasonable care and caution in the maintenance and servicing of the automobile to minimize the need for major repairs. Kent ISD will pay or reimburse the Superintendent for the insurance coverage on the automobile, at a level acceptable to the Kent ISD.

5. The Superintendent is encouraged to secure a physical examination annually from a licensed and qualified medical provider. The School Board will reimburse the cost of the physical examination which is in excess of any available insurance coverage for the examination. To secure payment, the Superintendent must submit an appropriate invoice for the medical services and a general statement from the medical provider indicating whether the Superintendent is fit or not fit to perform his duties.

6. On or before March 30th of each year, this Contract shall be reviewed by the School Board. The Board may, at its discretion, offer the Superintendent an increase in compensation, a change in benefits and/or an extension in the duration of this Contract. The Superintendent shall notify the Board annually, no later than the Board meeting in February, of the need to conduct this review.

7. The Superintendent is granted a total of one hundred (100) days sick leave upon employment with Kent ISD. Thereafter, annual sick leave shall not exceed that available to other Kent ISD employees. Any accumulated unused sick days, not to exceed one hundred (100) days, shall be reimbursed at the rate of \$100.00 per day upon termination from the District (except for just cause). In addition, all of the Superintendent's sick days shall be exhausted prior to the commencement of long-term disability.

8. The Superintendent shall be provided twenty-five (25) vacation days annually. A maximum of thirty (30) unused vacation days may be banked and will be reimbursed at the current per diem rate (1/235) of the Superintendent's total salary upon retirement.

The Superintendent, at his discretion, may be compensated on or about June 30th of each year for any unused vacation days, to be paid at the per diem rate (1/235) of the Superintendent's total salary (salary and annuity). At the time of payment, the Superintendent's accumulated vacation days will be reduced accordingly.

9. The Superintendent will be allowed a maximum of ten (10) days per year for consulting work without loss of pay.

10. The Superintendent shall be a participant in the insurance package which as is currently in effect, subject to subsequent changes or modifications by School Board action.

The Superintendent shall also be provided with one and a half (1.5) times his annual salary of group term life insurance with an accidental and dismemberment clause. The premiums for such group term life insurance shall be paid by the District for all years of active employment. The Board will pay the premiums for group term life insurance (not to include accidental death and dismemberment clause) at the level of coverage on the last day of employment and continuing until age 70 so long as the Superintendent applies for, and payment of his pension under the Michigan Public School Employees Retirement System commences, within two months after termination of services with Kent ISD. Any tax liability will be the responsibility of the Superintendent.

11. Kent ISD will make payroll deductions as required by law and as authorized by the Superintendent. Any additional deferred compensation/annuity elected by the Superintendent shall be in writing prior to the first pay of the new contractual year or at such time as changes are made in the amount of the deferred compensation/annuity by the Superintendent. The Superintendent shall be allowed to deposit said funds with any company included in the Kent ISD 403b Annuity Plan.

12. Superintendent shall be eligible for the Severance Program as outlined in School Board Administrative Guidelines 3140A with the following changes:

- A. For retirement: complete a minimum of five (5) years continuous uninterrupted service with the Kent Intermediate School District and enroll in the Michigan Public School Employees Retirement System.
- B. For termination: complete ten (10) years of continuous service with the Kent Intermediate School District and terminate employment with the District as outlined in School Board policy.
- C. The amounts to be paid pursuant to A or B above shall be as follows:
 - 1. Deposit of Ten Thousand Dollars (\$10,000.00) into a Board-paid annuity at the conclusion of employment with the Kent Intermediate School District.

If Superintendent should die while still in the employ of the Kent Intermediate School District, this provision shall be null and void and the heirs and personal representatives of the Superintendent shall have no claim to this benefit.

13. In addition to paragraphs 12. A. through C. above, the Superintendent will also be accorded all current benefits granted to the Kent ISD administrative staff, to the extent they are not in conflict with the terms of this Contract, including an additional \$10,000.00 severance upon retirement from the District (in good standing).

14. This Contract may be terminated in accordance with the following provisions.

- A. Involuntary: The Board may, at any time, terminate this Contract for just cause, which shall include, but not be limited to, moral turpitude.
- B. Voluntary: The Superintendent and Board may terminate this Contract at any time upon such terms as they find mutually agreeable. The terms shall be reduced to writing and signed by both parties.

C. Non-Renewal: Any non-renewal of this contract shall be in accordance with the requirements of the Michigan School Code which currently requires written notice of non-renewal at least ninety (90) days prior to the expiration date of the Contract. Cause for non-renewal shall not be for reasons that are arbitrary and capricious and shall be consistent with Michigan Revised School Code in reference to Administrative non-renewal of contract. If proper notice of non-renewal is provided, this Contract will expire at the end of its term. If notice has not been given, the contract will be renewed for one (1) year upon its then current terms.

15. This contract shall be binding upon the parties and their respective heirs, successors, and assigns. This Contract, however, is for personal services and may not be assigned to any other person or entity without prior written consent from both parties.

KENT INTERMEDIATE SCHOOL DISTRICT:

By Andrea Haidle
Andrea Haidle, President

Date: 7/15/19

And by Claudia Bajema
Claudia Bajema, Secretary

Date: 7-15-19

SUPERINTENDENT:
Ronald E. Caniff
Ronald E. Caniff

Date: 06/21/2019