

**Superintendent Contract
Mr. Edward S. Canning and
The Board of Education of the
White Cloud Public School District**

This contract is entered into on the 1st day of July 2025, between the Board of Education of the White Cloud School District, referred to as the Board of Education, and Edward Canning, Superintendent referred to as Administrator, in this contract.

Because the Board of Education at a meeting held on the 23rd day of June 2025 approved the employment of the Administrator as Superintendent in accordance with the terms and conditions of this contract, and the Administrator desires 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. Terms. This contract shall be effective as of the 1st day of July, 2025, and continue in force through the 30th day of June, 2026 subject to annual extension and termination as provided in Paragraphs 4 and 11. Annual salary increases may be tied to “pay for performance” (via establishment of mutually agreeable goals and objectives) or the “annual cost of living rates established” and or both, based on the needs of the district, negotiations with the administrator coupled to the district’s financial stability. All other terms and conditions of this contract shall remain unchanged.

2. Duties. The Administrator represents that he meets all Michigan requirements and the qualifications established by the Board of Education for this administrative position. The Administrator 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 of Education.

3. Evaluation. Annually, no later than the last day of January of each year during the term of this contract the Board of Education shall review with the Administrator his or her performance as Superintendent. The Administrator shall remind the Board of Education of this responsibility in a timely manner. Evaluation Appeal Process: To the extent required by MCL 380.1249b(1)(q), the Superintendent may appeal the evaluation process and rating received for his evaluation. Within ten (10) calendar days after the Board of Education issues its evaluation, the Superintendent may submit a written statement to the Board President setting forth the specific basis of the appeal. The Board President will notify the Board of Education of the appeal, and then designate a third party to independently review and make a determination on the appeal. The decision by the third party shall be final and binding on all parties involved and cannot be appealed. If the Superintendent fails to submit the appeal within the ten (10) calendar day designated time frame, the evaluation process and rating received for the Superintendent’s evaluation is final and binding and cannot be appealed.

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 June of each year during the term of this contract, (3 years) may extend the contract for an additional one-year period beyond 2026. In exercising this option, the Board of Education also shall establish the annual salary to be paid to the Administrator for the period under negotiation.

B. Operation of Law. Unless the Board of Education gives written notice of non-renewal of this contract to the Administrator, at least 90 days before the contract's termination date (30 June 2025), 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 May.

5. Tenure Exclusion. This contract does not confer tenure upon the Administrator in the position of Superintendent or any other administrative position in the district.

6. Compensation. The Board of Education shall pay to the Administrator during the 2025-2026 contract year \$137,899.80 dollars. The Board of Education retains the right to adjust the salary during the continuation of this contract, as indicated above; however, no adjustment effected can be a reduction in salary.

- The Board shall pay the Administrator an annuity of \$5,000.00/year for the duration of this contract.

7. The Board shall provide the Administrator and his/her eligible dependents the following insurances as determined by the Board:

**Blue Cross Blue Shield of Michigan:
PLAN 1/DIVISION 1; PLAN 2/DIVISION 2;**

The administrator may elect to take \$3,500.00 per year cash in lieu of major medical health benefits as a participant in the District's Section 125 Cafeteria plan

Delta Dental 80:80/80/80 plan, including internal and external coordination of benefits (COB) for the employee and eligible dependents

VSP - 3 (VSP3) vision insurance plan for the employee and eligible dependents

\$35,000 MESSA term life insurance & AD&D with waiver of premium for employee only

Long Term Disability insurance, 60-day waiting period, 66-2/3 benefits

8. Other Benefits. The Board shall provide the Administrator with the following benefits:

- Fifteen (15) personal illness days per contract year. Unused personal illness days shall be cumulative to a maximum of 100 days. To be

included towards this amount are any days previously accumulated by the Administrator while in District employment. Pay for unused leave days shall be reimbursed at a rate as recognized by the District in the teacher's Collective Bargaining Agreement. (\$52.50 per day)

- Five (5) personal business days per contract year.
- Twenty-five (25) vacation days per contract year. These are in addition to the regular holidays and breaks as recognized by the district's in the teachers' Collective Bargaining Agreement, summer recess excluded. Vacation days are not transferable from contract year to contract year without consent of the Board President and are not subject to compensation if not used.
- Five (5) bereavement days per contract year.
- Shall be eligible for travel reimbursement under Board Policy section 6550. Mileage shall be reimbursed at the rate established annually by the Board.
- The Administrator shall be eligible for leave pursuant to the Family Medical Leave Act and its regulations promulgated thereunder.
- The Board shall pay the dues of the Administrator for membership in state and national professional organization for up to three (3) memberships due in any one (1) year.
- The Board shall pay tuition and fees for the Administrator to attend graduate level college course work at an accredited university for up to six (6) semester hours in a contract year.
- The Administrator may attend appropriate professional conferences and meetings at the state and/or national level, based on Board approval.

9. Special Provisions. An annual medical examination is required to determine the Administrator's ability to perform the essential functions of the position. Cost to be borne by the district. Residency has to be maintained per current Board Policy 1220.

Accepting any additional compensation (i.e. consultancy, contract representative, contract, and or subcontract Work/employment) has to be approved by the Board of Education prior to acceptance of the work assignment.

10. The **Superintendent**, after ten (10) years of service in the White Cloud Public Schools System, shall be paid for his/her accumulated illness/disability days at fifty dollars (\$50) per day at the time of severance of service from White Cloud Public Schools, provided his/her severance is not termination for just cause by action of the Board and that he/she provides notice of resignation to the District no later than the last scheduled day of the school year. This payment shall be made within a thirty (30) day period from the date of severance.

The following amounts to be paid shall be deposited by the employer in the form of a non-elective employer contribution to a 403(b) plan account of each eligible employee's choice provided the plan account is currently offered through the district, except that no contribution shall cause an employee to exceed the limitations of section 415(c) of the Internal Revenue Code:

- a. Lump sum payment as stated in Schedule A(3) and
- b. Severance and Termination payments, and

c. Sick Leave payoffs as stated in Schedule A(4)
Contributions that exceed the Section 415(c) limitations shall be deposited for each affected employee in the following calendar year and in each subsequent year until all amounts due have been deposited by the employer. However, no employer contribution may be deposited in any year that is later than the fifth calendar year following the year in which the employee terminates employment with the school district.

Employees shall have no cash option to this employer 403(b) contribution.

10. Errors and Omissions Insurance. The Board agrees to secure errors and omissions insurance coverage for the Administrator while engaged in the performance of a governmental function and while acting within the scope of his authority. The policy limits for this coverage shall not be less than \$1,000,000 per occurrence and with an aggregate policy limit of not less than \$1,000,000. The terms of the errors and omissions policy shall be controlling respecting defense and indemnity of the Administrator. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the errors and omissions coverage. In the event that such insurance coverage cannot be purchased in the above amounts and/or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify the Administrator. In that event, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to the Administrator as is authorized under MCLA 691.1408.

11. Termination. If, at any time, the Administrator fails to maintain the credentials and or qualifications for the position of superintendent as required by this contract or policy, the contract shall automatically terminate. The Administrator may also be discharged, and this contract terminated at any time for cause, including failure to uphold and Board of Education bylaw, policy, procedure, or regulation.

12. 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.

13. Dispute Resolution. Any dispute rising from this agreement will be arbitrated pursuant to the rules of the American Arbitration Association. Payment of the costs and fees of arbitration shall be determined by the arbitrator, whose decision shall be final and binding and based upon the language of this contract.

14. Governing Law. This contract is governed by and shall be interpreted in accordance with the laws of the State of Michigan.

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

Date

Ed Canning
Superintendent-White Cloud Public Schools

**White Cloud School District
Board of Education**

Date

James Jones, President

Date

Elaine Engel, Secretary