

**NORTHWEST COMMUNITY SCHOOLS**



**EMPLOYMENT AGREEMENT**  
**(Geoffery Bontrager - Superintendent)**

**THIS AGREEMENT** is made and entered into this 15th day of April 2019, by and between the **NORTHWEST COMMUNITY SCHOOLS**, Jackson County, Michigan ("District") and **Geoffery Bontrager**, of Jackson County ("Superintendent").

**Witnesseth:**

The District agrees to employ **Geoffery Bontrager**, as Superintendent of Schools of the District on the terms and conditions set forth in this agreement.

1. **Term.** The term of employment shall be for the period from July 1, 2019 to and including June 30, 2024 (the "term"). The Board of Education, no later than the 30th day of June 2020, may extend the term of this contract for an additional one-year period until June 30, 2025. 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 unless otherwise specified. The Board of Education in its sole discretion and with or without cause may decline to extend this contract for an additional year.

2. **Limitation of Liability.** Should the Board of Education extend the term of this contract to June 30, 2024, the parties agree that the Superintendent, in the event of a contract termination by the Board, shall claim no more than two (2) years of salary and benefits or the balance of salary and benefits due under the contract's terms, whichever is less, as contractual damages. The parties' agreement to this limitation of liability shall not be construed as an admission of contractual or non-contractual liability by any party.

3. **Duties.** During the term, Superintendent agrees to:

- (a) Serve the District as its Superintendent of Schools and perform the duties of Superintendent in a competent and professional manner as required by law and directed by the Board of Education;
- (b) Obey, fulfill and implement the policies of the Board of Education of the District;
- (c) Carry out or cause to be carried out the educational program and policies of the District as the chief operating officer;

- (d) Keep the Board of Education cognizant of information which may be of importance to its members;
- (e) Prepare an agenda for each regular and special meeting of the Board of Education in cooperation with the Board President;
- (f) Promote good community relations;
- (g) Direct expenditures within the limits of the Board approved budget;
- (h) Represent the District in dealing with other organizations, school staff, the public, and the news media;
- (i) Develop organizational goals in cooperation with the Board of Education and other interested parties and keep the Board and community informed of progress towards the goals;
- (j) Devote his full working time and best efforts in the performance of such duties for the District and shall engage in no other gainful employment unless it is approved in advance by the Board of Education of the District in writing.

3. **Certification and Qualifications.** Superintendent represents that Superintendent has and will maintain all certificates (including an Administrators Certification), credentials and qualifications required by law, including regulations of the Department of Education and those required by the Board to serve in the position of Superintendent of Schools. If at any time Superintendent fails to maintain all certificates, credentials and qualifications for the position of Superintendent of Schools, including the completion of continuing education requirements as required by Section 1246 of the Revised School Code, this Agreement and Superintendent's employment shall automatically terminate and the Board shall have no further obligations hereunder. Superintendent shall be permitted to arrange his working hours to complete the continuing education requirements of Section 1246 as long as he is otherwise able to perform his duties and responsibilities as Superintendent.

Tuition and/or registration fee incurred by Superintendent to complete the continuing education requirements will be reimbursed by the District. Reimbursement shall not exceed \$4,800.00 in any school year. Reimbursements will take place upon submission of itemized supporting documents, and will be reviewed monthly by the Board of Education. At the Superintendent's option, if the tuition reimbursement is unused and unpaid, this amount will be paid out prior to September 30th.

4. **Tenure.** Continuing tenure of Superintendent in any administrative or supervisory capacity is hereby specifically withheld.

5. **Salary.** The District shall pay the Superintendent a salary of \$132,235 for the period from July 1, 2019 through June 30, 2020, and not less than \$132,235 for each succeeding year of the term. The salary shall be paid in substantially equal bi-weekly installments. The Board of Education retains the right to adjust the salary during the continuation of this Agreement, but an adjustment shall not reduce the annual salary below \$132,235. When necessary to calculate a per diem rate, the rate will be arrived at by dividing the salary by two hundred and sixty (260) days. For the school year 2019-2020 thru 2022-2023 the annual salary will be increased by no less than 1.5% (the % increase will follow the district wide standard increase awarded to other union/association groups) and will be incorporated into the Superintendent's base salary in the next succeeding fiscal year. The base annual salary for the:

- 2020-2021 school year will be \$134,219
- 2021-2022 school year will be \$136,232
- 2022-2023 school year will be \$138,275
- 2023-2024 school year will be \$140,349

5a. **Merit Pay.** The District shall pay the Superintendent Merit pay of \$9,650 in the first pay of February and \$9,650 in the first pay of April.

5b. **Longevity Pay.** The Superintendent who has completed three (3) years of service, as of June 30 of the previous year, as a Northwest School Superintendent shall receive a longevity payment as follows:

\$9,650 in the first pay of July and \$9,650 in the regular longevity pay in November.

5c. **Severance:** Upon severance from the district – for the 2019-2020 school year, \$575 for each year of service to the Northwest School District will be paid to the Superintendent. See below for school years 2020 through 2024:

- 2020-2021 school year \$600 for each year of service to the Northwest School District
- 2021-2022 school year \$625 for each year of service to the Northwest School District
- 2022-2023 school year \$650 for each year of service to the Northwest School District
- 2023-2024 school year \$675 for each year of service to the Northwest School District

6. **Insurance and Other Benefits.** The District shall provide Superintendent with the following benefits at its expense except as provided below.

- a) Health Insurance - Full family BCBS Health Insurance with a \$2,600.00 deductible or other health insurance plan mutually agreed upon by the parties. The District shall contribute an amount equal to the District's Hard Cap Limit of toward this coverage. Superintendent shall pay 100% of the amount over the annual limit of the cost of Health Care Insurance as allowed by the District's Hard Cap Limits, by payroll deduction and may contribute to his HSA account. If the Superintendent, who is eligible for the District-provided health insurance chooses not to enroll, the District will provide a cash in lieu of option in place of health insurance benefits. The cash in lieu amount will be equal to the district's approved Hard Cap Limit, divided over the 12-month school year.
- b) Dental Insurance – 80% Class I and II benefits, 75% Class III benefits with a \$750 lifetime maximum.
- c) Vision Insurance – full family Vision Coverage.
- d) Long-Term Disability Insurance – 66-2/3% Long Term Disability Insurance with a 60-day waiting period, \$7,500 monthly maximum, payable to age 65.
- e) Term Life Insurance – Term Life Insurance equal to \$250,000.

7. **Tax Deferred Annuity.** The District shall contribute Nineteen Thousand Five Hundred (\$19,500) Dollars during the 2019-2020 school year and each succeeding school year, to purchase a tax deferred annuity for Superintendent from an Annuity Company on the District's approved Annuity Company Listing, which contract qualifies for income tax treatment under Section 403(b) of the Internal Revenue Code of 1986, as amended. Superintendent agrees to release all rights, present and future, to receive payment of the above sums in any other form. The Superintendent may also elect to defer a portion of Superintendent's salary up to the maximum amount excludable from Superintendent's federal gross income under Section 402(g) of the Internal Revenue Code of 1954, as amended, to purchase a tax sheltered annuity contract for Superintendent from an Annuity Company on the District's approved Annuity Company Listing, which qualifies for income tax treatment under Section 403(b) of the Internal Revenue Code of 1986, as amended.

8. **Vacation, Holidays and Paid Leaves.** The Superintendent shall use the appropriate business office employee absence system to record all vacation and leave of absence times permitted by this contract.

a) **Vacations.** The Superintendent shall be entitled to fifty (50) working days of paid vacation, exclusive of not less than eleven (11) holidays observed by the District, during each year of this Agreement. Such vacation period shall be selected by the Superintendent during periods of time least disruptive to the operations of the District. All vacation days earned from July 1 through June 30 of each year, must be used by the following December 31st. However, any unused vacation days will be added to the Superintendent's sick leave accumulation to be used as sick leave. Up to Thirty (30) days' vacation will be carried over from December 31st to the next June as long as it is clearly understood that all such carried over vacation time must be used by the end of June, following the December 31st that marked the carry-over period. In the event of severance from the District, the Board agrees to pay the Superintendent for any unused vacation time at his per diem rate at the time of severance, provided that if severance occurs before the end of a year of the term, the vacation days for that year shall be prorated based the actual time worked. The per diem rate shall be Superintendent's annual salary for the year then ended, divided by 260 days.

b) **Paid Sick Days.** Superintendent shall be granted one and two-tenths (1.2) sick days per month. Only sick days can be accumulated and carried forward from year to year up to a maximum of one hundred ninety-five (195) days. Balance of unused vacation days to be added to accumulated sick leave at the end of each year. Superintendent may use up to two (2) days per occurrence for absence due to illness or disabling accident of the Superintendent's immediate family (spouse, children, grandchildren, brothers, sisters, and parents of the Superintendent and Spouse). Any unused sick days will be paid to Superintendent at the rate of \$170.00 per day upon the termination of his employment, in January of the year after severance.

c) **Personal Days.** Superintendent shall be granted Two (2) personal business day(s) which may be used at his discretion. Any unused personal business days at year-end, shall be credited to Superintendent's accumulated sick leave.

d) **Funeral Leave.**

(1) Up to three (3) days per occurrence to attend the funeral of a member of the Superintendent's immediate family, as defined above.

(2) One (1) day per occurrence to be deducted from paid sick leave for family emergency, pallbearer duties, marriage or graduation in the immediate family, doctor and dental appointment and funerals other than in the immediate family.

(3) One (1) day per year not to be deducted from paid sick leave for the death of a friend or relative other than immediate family and one (1) additional day per death of a close friend or relative other than immediate family may be granted and deducted from sick leave.

e) **Paid jury and witness leave.** Provided all jury or witness fees are paid to the District, and provided, further, that witness leave shall be unpaid if Superintendent is a witness in any suit in which Superintendent and District are adverse parties.

9. **Automobile Expenses.** Superintendent shall use his own automobile for school purposes and shall receive an auto allowance of \$100.00 per pay.

10. **Business Expense.** Actual and necessary expenses incurred by Superintendent in the discharge of official duties or in the performance of functions authorized by the Board of Education and not addressed in other provisions of this Agreement, shall be reimbursed upon submission of itemized receipts and reports of expenditures; provided, however, no District funds will be used for alcoholic beverages or personal items and no reimbursement shall be made therefore. All such expenses must be approved monthly, by the Treasurer of the Board of Education.

11. **Professional Meetings.** The Superintendent shall be expected to attend professional education meetings at the local and state levels, the reasonable expense of which shall be paid by the District, as approved by the Treasurer.

12. **Professional Dues.** The District shall pay the Association dues of the Superintendent for, the American Association of School Administrators, the Michigan Association of School Administrators, and other professional organizations as approved by the Board of Education.

13. **Evaluation.** The Board of Education shall evaluate the Superintendent in writing using a mutually accepted process at such times as it deems appropriate and at least one time on or before the end of each year of the term of this Agreement.

14. **Notice of Nonrenewal.** The Superintendent shall give at least ninety (90) days' notice in writing to the District of the Superintendent's intention to terminate this Agreement. Notice of nonrenewal by the District shall be given at least one school year before the expiration of the term of this Agreement, as required by Section 1229(1) of the Revised School Code. This Agreement shall be renewed for an additional one-year period if such notice of nonrenewal is not given as provided in Section 1229(1).

15. **Personal Property Protection.** The District will reimburse Superintendent or any loss, damage or destruction of personal property suffered while on duty on school property or on school premises when such loss or damage is not the result of negligence on the part of the Superintendent. Such reimbursement shall be made only upon the occurrence of one of the following: (1) Assault or result of physical force used upon the Superintendent, (2) Theft from the Superintendent, (3) Malicious destruction of the property of the Superintendent. However, if reimbursement for such damage or loss or destruction is otherwise covered by a policy of insurance, no reimbursement shall be made. Reimbursement shall not exceed \$500.00 in any school year.

16. **Medical Examination.** Superintendent may at his option have a medical examination each year of this Agreement, the cost over and above insurance coverage, shall be paid by the District.

17. **Assignment.** This Agreement is for personal services and is not assignable.

18. **Termination for Cause.** This Agreement may be terminated at any time for just cause by either the Superintendent or the District. Just cause includes, but is not limited to, the failure of either party to perform the duties or satisfy the obligations herein set forth. Superintendent shall have the right to written charges, notice of hearing, and a fair hearing before the Board of Education, including the right to be heard and present witnesses. If the Superintendent chooses to be accompanied by legal counsel at the hearing, the cost shall be the District's responsibility.

19. **Professional Liability Protection.** In the event that an action is brought or a claim is made against the Superintendent by an entity other than the Board of Education arising out of or in connection with the Superintendent's employment, and the Superintendent is acting within the scope of employment or official duties, the School District shall defend and indemnify the Superintendent to the extent permitted by law and Board policy. Indemnification, as provided in this section, shall not apply in the case of malfeasance in office or willful or wanton neglect of duty, and the obligation of the School District herein shall be subject to the limitation(s) provided in MCL 691.1408.

20. **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.

21. **Governing Law.** This contract is governed by and shall be interpreted in accord with the law of the State of Michigan.

22. **Arbitration and Governing Law.**

(a) Any and all disputes including termination for cause under this Agreement shall be submitted to binding arbitration pursuant to the labor arbitration rules of the American Arbitration Association within ninety (90) days after the party filing for arbitration knows or should have known of the alleged breach of this Agreement. Michigan courts may enter judgment upon and enforce any award entered by the arbitrator within the arbitrator's authority.

(b) Michigan law shall govern this Agreement and the sole and exclusive remedy under this Agreement shall be monetary damages for any alleged breach. No equitable relief of any kind, including reinstatement, may be granted for any violation of this Agreement, except as necessary to pay a monetary award granted pursuant to binding arbitration.

(c) The scope of the arbitrator's authority is limited exclusively to the issue of whether a breach of contract occurred and, if so, the measure of monetary damages, which shall not be greater than the value of the salary and benefits remaining at the time of the alleged breach. The arbitrator has no authority to reinstate in the event of a termination of employment.

23. **Entire Agreement and Amendment.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be amended, renewed or extended except by an instrument in writing (addendum or otherwise), duly adopted and executed by the parties.

24. **Savings Clause.** The provisions of this Agreement are several and if any part of the Agreement is found to be null, void or inoperative, the other paragraphs, or portions thereof, shall remain fully valid and enforceable.

**IN WITNESS WHEREOF**, the parties have executed and signed this Employment Agreement as of the day and year written in the opening paragraph.

**NORTHWEST COMMUNITY SCHOOLS**

Date: \_\_\_\_\_, 2019 By: Shawn R. [Signature]  
President, Board of Education

Date: 4-15, 2019 By: Brock A. [Signature]  
Vice President, Board of Education

Date: 4-15, 2019 By: [Signature]  
Geoffery Bontrager, Superintendent