



Grandville Public Schools

EMPLOYMENT CONTRACT SUPERINTENDENT OF SCHOOLS

This contract evidences the employment agreement between the Board of Education of Grandville Public Schools (the Board) and, Roger D. Bearup ("the Superintendent") 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 2019 through the 30th day of June 2022 subject to termination as provided in this contract.

This contract shall be automatically extended for successive periods of one year after each June 30 unless the Board gives notice by April 1 of that year of its intent not to extend or renew the contract. At that time, this contract shall become a two year agreement (and then a one-year agreement the following year) with no automatic extension or renewal provisions for the subsequent years. The decision not to extend or renew the Contract is within the sole discretion of the Board.

2. **Certification.** The Superintendent represents that he meets all Michigan requirements and holds all certificates necessary for employment by the Board of Education in the superintendent position. 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 but not limited to Superintendent, or in any other non-classroom or non-teaching position to which he may be assigned.
5. **Compensation.** The Superintendent's base salary for the 2019-20 contract year shall be no less than \$192,092.00 payable in twenty-four (24) equal semi-monthly installments. The Superintendent's salary for the 2020-21 and 2021-22 contract years shall be no less than the sum payable for the 2019-20 contract year and any adjustment will be at the discretion of the Board, after negotiations with the Superintendent.

- a. **Annuity.** In addition, Six Thousand Dollars (\$6,000.00) shall be contributed annually on the Superintendent's behalf to a tax deferred annuity plan as allowed by the Grandville Public Schools' Deferred Compensation Plan. The annuity shall be payable in twenty-four (24) equal semi-monthly installments.
- b. **Longevity Supplement.** As further compensation for services performed pursuant to this Agreement, after five (5) or more years of service to the Board, the Board shall

compensate the Superintendent during each year of this Agreement (i.e. July 1 through June 30), with a longevity supplement in the amount to Five Thousand Dollars (\$5,000.00). This longevity supplement shall be MPERS creditable to the extent permitted by law.

- c. **Goals/Performance.** In addition to the aforementioned salary, the Superintendent shall be eligible for merit pay of up to one and one-half percent (1.5%) of his base compensation based upon the successful completion of goals and/or performance objectives to be agreed upon within one hundred twenty (120) days of the signing of this agreement and subsequently prior to the start of each designated school year. There will be a maximum of three goals established per year with one-half percent (.5%) tied to successful attainment of each goal and/or performance objective. The merit pay as a result of attainment of each goal and/or performance objective shall be paid on the second payroll each June and considered MPERS creditable. The Board shall meet with the superintendent twice per school year to monitor progress on attainment of each goal and/or performance objective

6. **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.

7. **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 Revised School Code.

8. **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 unless otherwise noted below.

- a. **Medical, Dental, Vision, and Long-Term Disability Insurance.** The Board will provide the Superintendent and his entire family or any other eligible dependent as defined by the insurance carrier a comprehensive medical, dental, long-term disability, and vision insurance program which is equivalent to the certified administrative group. The Board's annual contribution for medical, dental, vision, and long-term disability insurance in 2019-20 is capped at an amount equivalent to the contribution made on behalf of the certified administrative group. The Board's annual contribution for medical, dental, vision, and long-term disability insurance for the 2020-21 and 2021-22 contract year has not yet been determined. The Superintendent will pay the balance of the premium for the insurances.
- b. **Life Insurance.** The Board shall also provide the Superintendent with life insurance (term) two (2) times his salary, with no cap. Entitlement to life insurance benefits is subject to the terms and conditions of the applicable policies which are available for

inspection during regular working hours of the district. The Board's liability is limited to the payment of premiums for the insurance coverage described and shall not extend to the payment of benefits.

- c. **Vacation.** The Superintendent shall receive twenty-five (25) days of paid vacation per contract year. Twenty (20) unused vacation days may be carried over to the following school year, never to exceed an accumulation of more than forty (40) days. At the end of each contract year, the Superintendent shall be paid on a per diem basis for up to ten (10) unused vacation days. This shall be done annually unless the Superintendent elects to carry over the ten (10) unused days to the subsequent school year.

9. **Automobile and Cellular Phone Allowance.** The Board shall provide the Superintendent with a cellular phone allowance of One Hundred Dollars (\$100) per month during each school year during which this contract is in effect. The Board shall provide the Superintendent with an automobile allowance of Five Hundred Dollars (\$500) per month during each school year during which this contract is in effect.
10. **Additional Business Expenses.** The Board shall provide to the superintendent a stipend of \$2,400.00 for each contract year of this agreement 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 association(s) and community service functions. The stipend shall be paid annually at the beginning of each fiscal year (July 1 or soon thereafter each year of this agreement). This stipend will be treated as taxable income, but will not be considered compensation for retirement plan purposes.
11. **Evaluation.** The Board will evaluate the Superintendent during the 2019-20 school year; one informal review held mid-year and a formal evaluation held prior by June 30. In subsequent school years, the Board will formally evaluate the Superintendent's performance not less than once each year; this formal evaluation will be completed by June 30 of each year.
12. **Termination.**
- *Involuntary.* The Superintendent shall be subject to discharge for good and just cause during the term of this contract. No discharge during the term of this contract shall be effective until written charges have been served upon the Superintendent 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.
13. **Liability Protection.** The Board shall maintain a professional liability insurance policy for the Superintendent when acting within the scope of his authority. The District agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual capacity, or in his official capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting within the scope of his employment. In the event the Superintendent, individually, is found guilty as a result of criminal litigation, he shall reimburse the District for costs and expenses, including attorney fees, incurred by the District in his defense. In no case, however, will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions or legal proceedings. If a claim is brought against both the Superintendent and the District, and if in the good faith opinion of the Superintendent, a conflict exists

between the legal position or defenses of the Superintendent and the legal position of the District, the Superintendent may engage his own counsel, in which event the District shall indemnify the Superintendent for the costs of legal defense as permitted by state law.

14. **Arbitration.** Any and all disputes between the parties regarding the application or enforcement of this contract, including but not limited to 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.
15. **Scope of Agreement.** This Contract constitutes the entire agreement by and between the parties and supersedes all prior statements, written or oral, and any prior contracts between the Board and the Superintendent. There are no representations or promises other than as set forth herein which have induced the Superintendent to enter into this Contract. Superintendent agrees and understands that no employee or individual Board member is authorized to modify this Contract or enter into a new or different contract of employment. Modifications, additions or deletions to this Contract shall not be binding unless written, authorized by appropriate and lawful Board resolution, and signed by both parties. No valid waiver of any provision of this Contract at any time shall be deemed a waiver of any other provisions of this Contract at such time or at any other time.
16. **Governing Law.** This Contract shall be governed in accordance with the laws of the State of Michigan.

**GRANDVILLE PUBLIC SCHOOLS
BOARD OF EDUCATION**

**GRANDVILLE PUBLIC SCHOOLS
SUPERINTENDENT**

By _____
President, Board of Education

By _____
Superintendent

Dated _____

Dated _____