



# Grand Haven Area Public Schools

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SUPERINTENDENT'S EMPLOYMENT CONTRACT

THIS AGREEMENT, between the **GRAND HAVEN AREA PUBLIC SCHOOLS BOARD OF EDUCATION** (the "Board") and **Scott Grimes** (the "Superintendent"), is made with respect to the following provisions:

1. Contract Term: This Agreement covers Superintendent's employment during the following period: 2022-23, 2023-24, and 2024-2025 school years (i.e. July 1, 2022 -June 30, 2025).

2. Assignment and Qualifications: Scott Grimes shall be assigned to the position of Superintendent of Schools. The Superintendent represents that he/she holds all certification and qualifications required by law or policy for said assignment. This Agreement shall terminate if any such certification or qualifications are allowed to lapse or expire or if they are suspended or revoked by proper authority. The Superintendent is subject to assignment and/or transfer at the discretion of the Board or its authorized administrators.

3. Non-Tenure: The Superintendent shall not gain tenure in any administrative position or capacity.

4. Employment Duties: The Superintendent shall perform all duties and responsibilities required by The Revised School Code (as amended) and/or by any other applicable law, rule or regulation. The Superintendent shall comply with all applicable rules, regulations, policies and directives of the Board (whether issued by the Board or by its authorized administrators); and shall perform all other duties and responsibilities of his/her assignment(s).

5. Compensation: For services performed by Superintendent pursuant to this Agreement, the Board shall compensate Superintendent in the amounts and in the manner prescribed below:

(a) Salary: Superintendent's base annual salary shall be as follows:

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|--------------------|---|
| (1/1/22– 6/30/22): | <u>\$180,000- prorated for six (6) months</u> |
| (7/1/22–6/30/23):  | <u>\$183,600.</u>                             |
| (7/1/23 – 6/30/24) | To be determined                              |
| (7/1/24- 6/30/25)  | To be determined                              |

Method of Payment (i.e. installments): Twenty-Six (26) per year.

(b) Tax-Deferred Annuity. The Board shall, during each year of this Agreement (July 1 through June 30), pay directly into a tax-deferred annuity on Superintendent's

behalf and for Superintendent's benefit the sum of 12% of base salary. To the extent permitted by law, the Board shall make the entire payment as an employer contribution directly into the Superintendent's 403(b) account established by the Board-approved list of participating companies. Superintendent shall not have an option to receive cash. This payment by the Board is intended to constitute an employer contribution under 403(b) of the Internal Revenue Code.

- (c) Longevity Payment. As further compensation for services performed pursuant to this agreement, the Board shall, during each year of this agreement, pay Superintendent a longevity-supplement in an amount equal to three percent (3%) of Superintendent's then-current base annual salary, payable in equal installments at the same time Superintendent's salary is paid under Paragraph (a).
6. Other Benefits or Provisions: In addition to the foregoing, the Superintendent shall receive and/or be subject to the following:

- (a) Retirement Contribution: The Board shall, on behalf of the Superintendent, contribute to the Michigan Public School Employees' Retirement System (pursuant to the Public School Employees' Retirement Act) such amounts (exclusive of MIP contributions) as are required of it by law.
- (b) Sick Leave: In addition to any paid sick leave days having been earned but unused by the Superintendent pursuant to prior employment agreements with the Board, as its Superintendent shall receive an annual allotment of fifteen (15) paid sick leave days. These paid sick leave days may be used to continue Superintendent's salary in the event of his/her inability to work due to illness, injury or disability. Any unused portion of these paid sick leave days may be carried over from one year to the next. If the Superintendent suffers a disability which (based on competent medical evidence and verification) is expected to qualify for group long-term disability ("LTD") insurance benefits, and if the Superintendent has insufficient paid sick leave available to satisfy the applicable LTD eligibility waiting period, then and in such event the Superintendent's salary shall nevertheless be continued until the Superintendent becomes eligible for LTD benefits; provided, however, that the Superintendent's salary shall not be continued for a period longer than ninety (90) calendar days.

The Superintendent shall, upon retirement, receive a payment in the amount of \$30 for each accumulated but unused sick leave day, provided at least seventy-five (75) days are accumulated.

- (c) Personal Days: The Superintendent shall be allowed eight (8) paid personal days per year, to be taken at times which do not interfere with the Superintendent's duties. These days shall not accumulate or carry over from year-to-year.
- (d) Group Insurance: The Superintendent shall be allowed to participate in the following group insurance programs provided by the Board with respect to its administrative staff (cabinet level) employees:
- (i) Health, Dental and Vision Insurance: Including eligible dependents and post-retirement dental and vision benefits to age 65 (or other eligibility for

full Social Security benefits). If the Superintendent is eligible for but does not elect or participate in the health insurance program, the Superintendent shall receive a cash payment in lieu of health insurance. The cash payment shall be in an amount equal to the health insurance single subscriber premium.

- (ii) Long-Term Disability Insurance: With a ninety (90) day waiting period and a 70% benefit level.
- (iii) Term Life Insurance: In the amount of \$150,000.

The Superintendent's eligibility for and receipt of benefits shall be subject to such terms and conditions as the Board and/or the insurance program/carrier may prescribe, including (without limitation) such insurance premium co-pay requirements as the Board may elect and impose pursuant to the Publicly Funded Health Insurance Contribution Act (i.e. Act 152 of 2011).

- (e) Terminal Pay: The Superintendent shall, upon retirement, receive terminal pay in the amount of \$350 for each year of service to the Board. To the extent permitted by law, the Board shall make the entire payment as an employer contribution directly into the Superintendent's 403(b) account established from the Board approved list of participating companies. Superintendent shall not have an option to receive cash. This payment by the Board is intended to constitute an employer contribution under 403(b) of the Internal Revenue Code.
- (f) Retirement Supplement: After ten (10) or more years of service to the Board, and upon retirement qualifying for full retirement benefits under the Michigan Public School Employees Retirement System, the Superintendent shall receive a supplemental retirement payment of \$3,000 per year until the retiree becomes eligible for full Social Security benefits. Upon retirement (as herein provided), the Superintendent may elect to receive an annual payment of \$700 per year in lieu of receiving Board-paid post-retirement dental and vision insurance pursuant to Paragraph 6(d)(i) above. Scott Grimes is immediately eligible for this benefit, as he has been with the district for over ten (10) years.

To the extent permitted by law, the Board shall, during the first five (5) years following retirement, make these payments as employer contributions directly into the Superintendent's 403(b) account established by the Superintendent from the Board approved list of participating companies. The Superintendent shall not have an option to receive cash. These payments by the Board are intended to constitute employer contributions under 403(b) of the Internal Revenue Code. Any yearly payments remaining due the Superintendent beyond five (5) years following retirement shall then be made to the Superintendent and shall be subject to appropriate deductions and withholdings (e.g. for taxes, etc.).

- (g) Paid Vacations: The Superintendent shall be entitled to twenty-eight (28) working days of paid vacation time per year.

District-wide break or vacation days and holidays not listed below will be charged against the Superintendent's vacation allowance.

To the extent permitted by the District's Section 125 Plan, up to (but not exceeding) eight (8) paid vacation days per year (i.e. July 1 through June 30) may be taken in the form of extra pay (in lieu of taking paid time off). As a condition of receiving this benefit, however, the Superintendent must make an irrevocable written election to "cash-out" such paid vacation days (in lieu of taking the paid time off), and such election must be made in the school year preceding the school year during which the paid vacation time will be earned and "cashed out." In the alternative, earned but unused paid vacation time may be accumulated and carried over from one year to the next (i.e. July 1 through June 30) up to (but not exceeding) an aggregate total of six weeks (i.e. 30 working days); and, upon the Administrator's separation from employment, up to but not exceeding six weeks (i.e. 30 working days) of earned but unused paid vacation time will be paid to the Superintendent. Notwithstanding the foregoing limitation on vacation carryover, if the Superintendent is unable (due to work constraints imposed by the Board) to use his/her entire vacation allotment during a given year (i.e. July 1 through June 30), then and in such event the Superintendent may (with the board's prior written approval) carry over up to (but not exceeding) an additional twenty (20) working days for a period not exceeding one (1) year - i.e. any additional vacation carryover permitted pursuant to this sentence must be used by the following June 30th.

- (h) Paid Holidays: The Superintendent shall receive the following duty free paid holidays: Independence Day, Labor Day, Thanksgiving, Day After Thanksgiving, Christmas (together with the day before or after Christmas), New Year's (together with the day before or after New Year's), Memorial Day, and a Floating Holiday.
- (i) Professional Organizations: The Board shall pay the Superintendent's dues, up to but not exceeding \$450 per year, for the Superintendent's participation in job-related professional organizations designated by the board. The organizations designated by the board shall be subject to approval or disapproval by the board. If the Superintendent's position reasonably requires membership in professional organizations whose aggregate dues exceed \$450 per year, any such excess shall only be paid by the Board if it is approved in advance.
- (j) Mileage: When required to use his/her privately-owned vehicle for school purposes, the Board shall reimburse the Superintendent at the rate determined by the Board, but not less than the maximum rate (per mile) allowed (without taxation) by the Internal Revenue Service.
- (k) Other: Other benefits and/or provisions (if any) shall be as prescribed in the attached Addendum (if any).

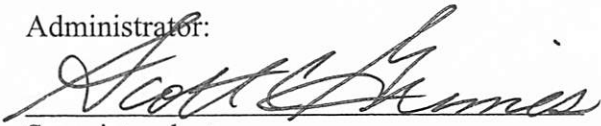
7. Renewal, Non-Renewal and Termination: The Board may, in its discretion, renew (reissue) this Agreement on an annual basis. This Agreement shall be subject to renewal and/or

non-renewal in accordance with the terms and conditions prescribed in The Revised School Code (as amended). In addition, because the Superintendent is expressly prohibited from engaging in any conduct involving moral turpitude, the Board may void this Agreement in the event of such conduct. Furthermore, this Agreement shall be subject to termination at any time for reasons which are neither arbitrary nor capricious.

8. Entire Agreement: This Agreement represents the entire agreement between the parties and supersedes any and all previous understandings or agreements (whether oral or written) between them. The Superintendent may not rely upon any employment-related representation (whether made before or after the date of this Agreement) unless such representation is expressly set forth in this Agreement or an authorized written amendment to this Agreement.

IN WITNESS THEREOF, the Board and Superintendent execute this agreement per Grand Haven Area Public Schools Board of Education meeting minutes on June 6, 2022.

Administrator:




Superintendent  
(Signature)


For Board:




(Signature)



(Address)



(City, State, Zip)



(Telephone Number)

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