

**JEFFERSON SCHOOL DISTRICT
CONTRACT OF EMPLOYMENT
SUPERINTENDENT**

This contract is entered into on March 28, 2022 between the Board of Education of the Jefferson School District, referred to as the “Board” and Nelson A. Henry as Superintendent, referred to as “Superintendent”, in this contract.

1. **TERM.** This contract shall take effect on May 1, 2022 and continue in force through June 30, 2025 subject to extension and early termination as provided in paragraphs 4 and 12, respectively.

2. **DUTIES.** The Superintendent represents that all certificates, credentials and qualifications required by law are possessed and will be maintained including the provisions of Sections 1246 and 1536 of the Revised School Code, the regulations of the Michigan Department of Education, and those required by the Board of Education to serve in the position assigned. The Superintendent agrees, as a condition of continued employment, to meet all certification and continuing education requirements for the position assigned, as are and may be required by law or by the Michigan Board of Education. If at any time the Superintendent fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

The Superintendent agrees to devote all talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. The Superintendent agrees to faithfully perform those duties assigned by the Board of Education and to comply with the directives of the Board of Education with respect thereto. The Superintendent further agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations, and by the Board of Education, to carry out the educational programs and policies of the School District during the entire term of this Contract. The Superintendent agrees to devote substantially all of business time, attention and services to the diligent, faithful and competent discharge of duties on behalf of the School District to enhance the operation of the School District and agrees to use best efforts to maintain and improve the quality of the programs and services of the School District.

The Superintendent shall serve as an ex-officio member of each committee established by the Board. The Superintendent shall have the freedom to organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs which, in his judgment and consistent with Board policy, best serves the District. The administration of instruction and business affairs will be lodged with the Superintendent and administered by him with the assistance of the staff. The responsibility for selection, placement, and transfer of personnel shall be vested in the Superintendent and his staff. The Board, individually and collectively, will refer promptly all criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendation.

The Superintendent will not engage in outside employment, consulting, or other business activity without the prior approval of the Board. The Superintendent may occasionally work with other districts, educational agencies, or associations. This work will be short-term and support the efforts and work of the District. The Superintendent will keep the Board informed of these activities.

3. **EVALUATION.** The Board will evaluate the Superintendent's performance at least annually and in writing, using an evaluation instrument with multiple rating categories, that takes into account data on student growth as a significant factor and established performance goals, and that is mutually agreeable, provided that the Board will establish the evaluation instrument and criteria in the absence of agreement. As a part of the evaluation process, the Board and Superintendent will meet quarterly prior to the annual evaluation to review progress on evaluation categories and goals.

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, no later than June 30 of each year during the term of this contract, may extend the contract for an additional one-year period. 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. The Board of Education in its sole discretion and with or without cause may decline to extend this contract for an additional year.

B. **Operation of Law.** Unless the Board of Education gives written notice of non-renewal of this contract to the Superintendent at least 90 days before the contract's termination date, this contract will, without further action, be automatically renewed for an additional one-year period as provided by Public Act 183 of 1979, now being MCL 380.1229. The Superintendent shall advise the Board of Education of this obligation in December if the contract terminates at the end of that school year and the Board shall conduct the evaluation of the Superintendent prior to March 30 of that year.

5. **TENURE EXCLUSION.** This contract does not confer tenure upon the Superintendent in the position of Superintendent or any other administrative position in the district.

6. **COMPENSATION.** The Board of Education shall pay to the Superintendent an annual base salary of \$132,000 (prorated for 2021-22), an annual base salary of \$132,000 for 2022-23 and if rated effective or higher for 2022-23, the base salary will be \$134,640 for 2023-24 and each year of the contract thereafter. The Board of Education retains the right to adjust the salary during the continuation of this contract, but an adjustment shall not reduce the annual salary below this amount. The work year is fifty-two (52) weeks, 260 days, July 1 to June 30.

ANNUITY. In addition to the annual base salary, the Board shall contribute 2.25% of base salary (prorated for 2021-22), 2.25% of base salary for 2022-23, and if rated effective or higher for 2022-23, the contribution shall be 3.25% of base salary for 2023-24 and each year thereafter as an employer non-elective contribution annually on the Superintendent's behalf to a tax-deferred annuity section 457 plan as payment for services rendered. This will be paid through the normal payroll process. If the Superintendent does not work a full school fiscal year, the annual contribution shall be prorated for that fiscal year.

MERIT COMPENSATION. The Superintendent shall be provided an annual merit pay bonus based upon performance of \$1000 if rated Highly Effective on the annual evaluation, \$500 if rated Effective on the annual evaluation, and shall not receive any bonus if rated Minimally Effective or Ineffective on the annual evaluation. It shall be paid in the pay period following the annual evaluation.

7. PROFESSIONAL GROWTH AND DUES. The Superintendent may attend professional meetings at the local, state and national levels, the reasonable expense of said attendance to be paid by the Board. The Superintendent will notify the Board of Education President in advance of attendance at said meetings with state and national meetings approved by the board in advance. The Board shall pay the dues for the Michigan Association of Superintendents and Administrators (MASA), the MASA region, AASA, and ASCD and others if approved by the Board.

8. VACATION AND HOLIDAYS. The Superintendent shall be entitled to twenty (20) vacation days per fiscal year. Unused vacation days may not be carried over and are not compensated. The Superintendent shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the school district and shall notify the Board President and business office. Use of six or more consecutive days is subject to approval of the Board. In the event that the Superintendent resigns or the contract is otherwise terminated prior to the end of the fiscal year, vacation shall be prorated. The Superintendent is granted the following holidays for which no service to the school district is required: New Year's Day, Good Friday, Memorial Day, Independence Day, Friday before Labor Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve Day, Christmas Day, and New Year's Eve Day. When any designated holiday falls on the weekend, the Friday before or the Monday after shall be considered as the holiday, whichever is more applicable, based upon the district schedule.

9. PERSONAL LEAVE. The Superintendent shall be credited with 18 personal leave days for personal business, personal or family illness each July 1 accruable to a maximum of sixty-five (65) days. Use of three or more consecutive days is subject to approval of the Board and a doctor's note may be required if applicable. In the event that the Superintendent resigns or the contract is otherwise terminated prior to the end of the fiscal year, personal leave shall be prorated. Upon death or retirement under ORS, unused accumulated personal leave days shall be paid at \$150 per day up to a maximum of sixty-five (65) days. Superintendent shall be paid \$150 per day annually for each unused sick day in excess of the maximum cumulative days. Bereavement leave of five (5) days shall be provided as with other administrative employees.

10. MEDICAL EXAMINATIONS. The Superintendent shall authorize the release of medical information necessary to determine if Superintendent is capable of performing the essential job functions required by their assignment, with or without reasonable job accommodations. Any physical or mental examination or disclosure of such information required of the Superintendent by the Board shall be job related and consistent with business necessity. Any medical or psychological examinations or inquiries shall be considered and treated as confidential.

11. INSURANCE BENEFITS. During the term of this contract, the Superintendent shall receive, upon proper application and acceptance for enrollment, the Medical, Dental, Vision, and LTD insurance plans that are offered to full-time, professional administrative staff. The Board shall contribute no more than the "hard cap" amounts per 2011 Public Act 152 toward medical insurance coverage (not including negotiated life, vision, or dental) up to and including full family sponsored dependents, up to age 26, for all eligible employees. The rates are adjusted each year in accordance with the insurance plan year. Superintendent shall contribute toward the cost of medical insurance for everything above the Board's contribution through automatic payroll deduction. Should medical insurance premiums fall below the hard cap the Board shall contribute the difference up to the hard cap to the employee's Health Savings Account if applicable. Superintendent's premium contribution will be payroll deducted in equal amounts every pay from the employee's paycheck. Such deduction shall be through a qualified Section 125 Plan, and as such, will not be subject to withholding to the extent permitted by law. The Board's qualified Section 125 Plan shall include all provisions necessary for pre-tax contributions to employee's Health Savings Accounts if applicable. If the Superintendent opts out of health insurance, cash in lieu monthly amount shall be paid as other administrative staff. Term life insurance in the amount of \$250,000 will be provided. The Board reserves the right to change the Identity of the insurance carrier, policyholder or third-party administrator for any of the above coverages, provided that comparable coverage, as determined by the Board, is maintained during the term of this agreement. The Board shall not be required to remit premiums for any insurance coverages for Superintendent and eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder or third-party administrator. The terms of any contract or policy issued by any insurance company or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, and coverage.

12. TERMINATION. The Board shall be entitled to terminate the Superintendent's contract at any time during the term of this contract for any reason which is not arbitrary and capricious including but not limited to moral turpitude, incompetency, inefficiency, or insubordination. The Superintendent will be entitled to written notice of charges and an opportunity for a hearing before the Board if the Board undertakes dismissal of the Superintendent. In the event of termination of employment during the term of this Agreement, this contract shall automatically terminate and the Board shall have no further obligation hereunder. The parties acknowledge that this contract is voidable pursuant to the provisions of the Michigan Revised School Code pertaining to criminal records and criminal history background checks.

13. **LIABILITY COVERAGE.** The Superintendent shall be covered under the District's Comprehensive General Liability Policy.

14. **RESIGNATION.** The Superintendent agrees to give sixty (60) days written notice to the Board of intention to terminate this agreement. Penalty for non-compliance of this section is that unused personal leave days will not be paid as provided in section 9.

15. **ARBITRATION.** The parties agree that any dispute or controversy involving the provisions, obligations or rights of this Agreement shall be submitted to binding arbitration. Such arbitration shall be conducted according to the rules of the American Arbitration Association. The arbitrator's fee and the cost of the AAA shall be shared equally between the parties. All parties may have representation and shall be responsible for the cost of same. Arbitration shall be filed within 180 days of the alleged breach of contract. The Superintendent and Board waive any longer limitations period. The Superintendent and the Board also agree that a judgment on the award of the arbitrator(s) may be entered in any court of competent jurisdiction. The Superintendent and the Board acknowledge and agree this paragraph of this Agreement precludes either from filing covered claims in court and, therefore, waive any otherwise available right to trial by jury.

16. **ENTIRE CONTRACT.** This Contract constitutes the sole and entire existing agreement between the parties. It supersedes and cancels all prior contracts, all prior practices, whether oral or written, and expresses all obligations and restrictions imposed upon the Board and the School District. Provided, that this contract is voidable pursuant to the provision of the Revised School Code pertaining to criminal history background checks and unprofessional conduct checks. In order to be valid and binding, all changes and modifications to the Agreement shall be in writing, approved by the Board and signed by the Superintendent and the Board.

17. **SEVERABILITY.** If any provision or segment of this Agreement shall be determined by a court of competent jurisdiction to be unlawful and/or unenforceable, then such provision or segment shall be deemed to be severed from the remainder of the Agreement and the Agreement shall otherwise be in full force and effect.

18. **GOVERNING LAW.** This Agreement is governed by the laws of the state of Michigan.

JEFFERSON BOARD OF EDUCATION

SUPERINTENDENT

Judy Greene, President

Nelson A. Henry, Superintendent

Shirley Cox, Secretary

Date