

NORTH ADAMS-JEROME PUBLIC SCHOOLS  
Superintendent/K-12 Principal Employment Contract Between

WES JOHNSON  
and the Board of Education  
of the North Adams-Jerome Public School District  
July 1, 2019- June 30, 2022

THIS CONTRACT, entered into this 1st day of July 2019, between the North Adams-Jerome Board of Education, hereinafter called the "Board" and Wes Johnson, hereinafter called "Administrator." Mr. Johnson will serve as both the Superintendent and K-12 Principal, and perform other duties as assigned.

#### DUTIES

The Administrator agrees, during the period of this contract, to faithfully perform his duties and obligations in such capacity for the school district including, but not limited to, those duties required by the School Code. He will act as an advisor to the Board on matters pertaining to the school administration of the School District, and he will inform the Board as to the administrative action taken on its behalf. The Administrator shall recommend, effect, or cause to be effected, the policies and programs of the Board of Education as may be adopted. He will faithfully and diligently fulfill all the duties and obligations incumbent upon his as the executive head of the administrative section of the school system and the North Adams-Jerome Public School District.

#### TERM

The Board agrees to employ Wes Johnson as Administrator of its schools for the term of three (3) years from July 1, 2019 to and including school year June 30, 2022. The Board shall review this contract with the Administrator annually, and shall, on or before the March meeting of the Board of each ensuing year, take official action determining whether or not it is extended for an additional year and notify the Administrator of its action in writing. If the Board takes no action, the contract shall be deemed to have been renewed/extended for an additional year.

#### EVALUATION

The Board shall evaluate the Administrator, annually, using the criteria and evaluation process mutually agreed to by the Board and the Administrator, in accordance to state approved models. See Section 1249 of the Revised School Code.

#### TENURE

The Administrator shall not be deemed to be granted continuing tenure in such capacity, but shall be deemed to have been granted continuing tenure as an active classroom teacher in accordance with the provisions of the Michigan Teacher Tenure Act.

### PROFESSIONAL LIABILITY

The District agrees that it shall defend, hold harmless and indemnify the Administrator from any and all demands, claims, suits, actions and legal proceedings brought against the Administrator in his individual capacity, or in his official capacity as agent and employee of the North Adams-Jerome School District, provided the incident arose while the Administrator was acting within the scope of his employment and excluding criminal litigation. The Board shall provide public liability insurance for the Administrator to cover legal expenses in defense of claims and payment of judgment resulting from his functioning as Administrator and will reimburse him for any portion of such expense and judgments not covered by insurance. In no case will individual Board members be considered personally liable for indemnifying the Administrator against such demands, claims, suits, actions and legal proceedings.

### PROFESSIONAL GROWTH

The Administrator may attend professional meetings at the local, state and national levels with the expenses of said attendance to be paid in accordance with the annual budget. The Board shall reimburse the Administrator for all reasonable expenses resulting from the performance of his duties as the Administrator in accordance with the annual budget.

### PROFESSIONAL DUES

The Board shall pay the Association dues of the Administrator for the Michigan Association of School Administrators, The Michigan Negotiators Association, and the M.A.S.A. Region VIII, as well as other appropriate affiliations as approved.

### COMPENSATION

Administrator shall be paid at an annual (twelve month) salary rate of not less than One Hundred Nine Thousand Dollars (\$96,000) in consideration of his performance of the duties and responsibilities of the Superintendent/ K12 Principal position assigned in conformance with the requirements and expectations of the Board. This pay will be in bi-weekly installments (24 pays) beginning with the commencement of the fiscal/contract year. The Board of Education reserves the right to adjust the salary during the continuation of the contract, but an adjustment shall not reduce the annual salary below the figures specified in this paragraph, regardless of the changes in duties.

### FRINGE BENEFITS

The Board shall provide the Administrator with the following benefits:

Cost of continuing education for Administrator's and teacher certificate during the 2017-18 school year. (\$320)

Dental and vision insurance as provided for other employees.

Long Term Disability insurance coverage which covers a minimum of 2/3 of the annual salary.

**Cash in-lieu of health insurance in the amount of 100% of the full-family premium divided equally in 24 pays.**

Group Term Life Insurance of two (2) times the Administrator's annual salary.

Twelve (12) sick days annually, which may accrue to a total of ninety (90) days.

Twenty (20) vacation days per year. These shall be in addition to the holidays and breaks recognized by the District in the teachers' Master Agreement.

The Administrator will be compensated at per diem rate for any unused vacation days up to five (5) days.

Three (3) personal days per year.

Three (3) days of bereavement leave not to be deducted from sick leave or vacation days.

#### TRANSPORTATION

The Administrator will receive a travel allowance of One Thousand Dollars (\$1,000.00) dollars per year, which can be 50% collected at the end of the 1st semester and 50% at the end of the 2<sup>nd</sup> semester of the current school/fiscal year provided the administrator has fulfilled the duties of the contract year.

#### CELL PHONE

The Administrator will receive an annual stipend (first payment in December) in the amount of Five Hundred Dollars (\$500.00) for cell phone usage for District business.

#### TERMS AND PROVISIONS

The Administrator shall be subject to discharge for good and just cause, but the Board shall not arbitrarily and capriciously dismiss him. No discharge shall be effective until written charges have been served upon him and he shall have 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 Administrator. At such hearing, he may have legal counsel at his expense.

#### DISPUTE RESOLUTION

In the event of a dispute between the parties relating to any provision of this agreement, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this agreement, the parties hereby agree to submit such to binding arbitration. Such arbitration shall be conducted under the rules of, and administered by, the American Arbitration Association. The parties shall share the arbitrator's fee and the expense of the representation equally. All parties are entitled to have representation of their own

designation. However, each party shall be responsible for the costs of such representation.

**BREACH**

In the event of a breach on the part of either party to this agreement, nothing contained herein shall be construed to render the obligations of either party under this agreement null and void.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year above written

By: \_\_\_\_\_  
(Board President) Date

By: \_\_\_\_\_  
(Board Secretary) Date

By: \_\_\_\_\_  
(Wes Johnson) Date

Board ratification date: \_\_\_\_\_