

**NAPOLEON COMMUNITY SCHOOLS**  
**SUPERINTENDENT'S EMPLOYMENT AGREEMENT**

**THIS AGREEMENT** made and entered into this 5<sup>th</sup> day of August, 2019, by and between the **NAPOLEON COMMUNITY SCHOOLS** (herein called the "District") and **JAMES GRAHAM**, of Napoleon, Michigan (herein called "Superintendent").

**WITNESSETH:**

The District agrees to employ **JAMES GRAHAM**, 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, 2021 (the "term"). On or before June 30<sup>th</sup> of each year of the term, the Board of Education shall consider a one-year extension of this Agreement. The Board, in its sole discretion and with or without cause, may decline to extend this Agreement for an additional year.

**2. Qualification and Duties.** During the term and any extension or renewal thereof, Superintendent agrees to:

- (a) Serve the District as its Superintendent of Schools and perform the duties required by law;
- (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 agendas for each regular and special meeting of the Board of Education in cooperation with the Board President;
- (f) Promote good community relations;

- (g) Prepare an annual budget; submit it to the Board of Education for approval in a timely manner, and direct expenditures within the limits of the Board approved budget;
- (h) Represent the District in dealing with other organizations, school staff, the public, and news media;
- (i) Develop organizational goals in cooperation with the Board of Education and other interested parties and keep the Board informed of progress toward the goals; and
- (j) Devote his full working time and best efforts in the performance of such duties for the District and to engage in no other gainful employment unless it is approved in advance by the Board of Education of the District in writing.

(Superintendent may undertake speaking engagements, teaching, writing, lecturing, or other professional duties and obligations, provided such activities are approved by the President of the Board of Education.)

**3. Certification and Qualifications.** Superintendent represents that Superintendent has and will maintain all certificates, credentials and qualifications required by law, including the 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, this Agreement and Superintendent's employment shall automatically terminate and the Board shall have no further obligations hereunder.

**4. Compensation.** For his services as Superintendent of Schools, the District agrees to pay Superintendent a salary of One Hundred and Twenty One Thousand Four Hundred and Eighty Five and 47/100ths (\$121,485.47) Dollars, for the period from July 1, 2019, through June 30, 2021, payable in twenty-four (24) semi-monthly installments, and each such periodic payment to be as nearly equal as possible. In June of each year, the Board of Education will meet to

consider a salary adjustment for the Superintendent for the following fiscal year. The salary shall be subject to payroll deductions as shall be required by law or requested by the Superintendent and determined to be available and proper.

**5. Tax Deferred Annuity.** The Superintendent may 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 shelter annuity contract for Superintendent from a mutually acceptable insurance company, which contract qualifies for income tax treatment under Section 403 (b) of the Internal Revenue Code of 1954, as amended. In addition, starting in the fifth year of service, the district will contribute \$5,700 to a tax sheltered annuity from a mutually acceptable insurance company.

**6. Insurance Benefits.**

#### **CONTRACT ADDENDUM**

The parties, James Graham of Napoleon Community Schools agree to amend Section 6 of his contract to provide that if he opts to cease medical insurance through the school district, the district shall pay cash-in lieu of health insurance in the amount of \$675/month. Effective the first full month after the ceasing such insurance.

Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder, and/or third party administrator, the District shall contribute 80% of medical and 90% of Dental/Vision/Disability, unless otherwise decided by the Board, as the entire district must follow Michigan law per P.A. 152.

(a) Health insurance in accordance with a plan and an insurance company selected and approved by the District-at least equal to the insurance package negotiated with the teachers' (NEA) union.

(b) Delta Dental Insurance, 80/80/80/80/800, \$1000 Class I, II, III Max.

(c) Term Life Insurance in the amount of \$209,330, Term Life Insurance For spouse in the amount of \$5,000, and Term Life Insurance in the amount of \$2,500 for each dependent.

(d) Long -Term Disability Salary Continuation Insurance; in accordance with a plan and with an insurance company that is selected and approved by the Board.

(e) MESSA Vision Care Program VSP2.

The District reserves the right to change the identity of the insurance carrier, policyholder, or third party administrator, for any of the above coverage's, provided that comparable coverage, as determined by the District, is maintained during the term of this Agreement. The District shall not be required to remit premiums for any insurance coverage's for Superintendent and his 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, coverage, termination of coverage, and other related matters. Superintendent is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The District, by payment of the premium payments required to provide the above-described insurance coverage, shall be relieved from all liability with respect to insurance benefits.

**7. Sick Leave, Vacation, Holidays and other Leaves of Absence.** The Superintendent shall be afforded the following sick leave, vacation and other leaves of absence:

(a) Superintendent shall earn one (1) day of paid sick leave for each calendar month worked during the term of this Agreement and may accumulate up to and including one hundred twenty five (125) sick days. At the end of the year, the Superintendent will be paid \$100 for each unused sick day that exceeds the maximum of 125 days. This is to be paid with the last payroll in June. Superintendent may use sick leave for absence due to illness or disabling accident of the Superintendent's immediate family (spouse, children and parents of the Superintendent and spouse); provided, however, that no more than ten (10) sick leave days per year may be used if the illness or disabling accident involves a person outside the immediate household.

- (b) Superintendent shall be entitled to two (2) personal business days during each year of this Agreement to attend to matters which cannot be scheduled outside of the normal work day. Personal business days shall not accumulate.
- (c) Superintendent is entitled to twenty (20) paid vacation days, exclusive of paid holidays, during each year of the term of this Agreement. A maximum of ten (10) vacation days may be paid in lieu of vacation time off annually. Vacation days may not be carried over from year to year without the approval of the Board of Education. In the event of severance from the District Superintendent shall be entitled to pay for unused vacation days not to exceed twenty (20) days at his per diem rate at the time of severance, provided that if severance occurs before the end of the year of the term, the vacation days for that year shall be prorated based on the actual time worked.
- (d) Superintendent shall be entitled to the following paid holidays:
 

Independence Day	Day before New Year's
Friday before Labor Day	New Year's Day
Labor Day	President's Day/when school is not in session
Thanksgiving Day	MLK Day/ when school is not in session
Day after Thanksgiving	Good Friday (when school is not in session)
Day before Christmas	Memorial Day
Christmas Day	
Day after Christmas Day	

Superintendent shall notify the President of the Board of Education of all leaves of absence from the District and obtain prior approval when appropriate and practical.

- 8. **Automobile Expense and Allowance.** Superintendent shall receive a monthly automobile allowance of Four Hundred (400.00) Dollars for District business within Jackson County. For conferences and District business outside Jackson County Superintendent shall receive mileage reimbursement at the IRS approved rate per mile.
- 9. **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, shall be

reimbursed upon submission of receipts and reports of expenditures; provided, however, no district funds will be used for alcoholic beverages and no reimbursement shall be made therefore. All such expenses must be approved by the Treasurer of the Board of Education.

**10. Professional Growth.** The Superintendent shall attend appropriate professional meetings and workshops and he may participate in professional activities at the local and state levels. The Superintendent may attend state and national meetings, which shall include those state meetings that the Superintendent deems appropriate and a minimum of one national conference every other year. The Superintendent shall be reimbursed for his expenses therewith, including mileage and for any other expenses out-of-pocket incurred on behalf of the District.

**11. Evaluation.** The Board of Education shall evaluate the superintendent in writing at least annually. As a part of such evaluation, the Board shall consider a one-year extension of the term of this Agreement. On or before its regular Board meeting of each year of this Agreement, the Board of Education and the Superintendent will meet to discuss the performance standards for the following school year.

**12. Notice.** 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 non-renewal by the District shall be given at least ninety (90) days before the expiration of this term of this Agreement, as required by Section 1229(1) of the Revised School Code, as amended. This Agreement shall be renewed for an additional one-year period if such notice of non-renewal is not given as provided in Section 1229(1).

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

**14. Residence.** The Superintendent agrees to maintain his residence within a twenty (20) mile distance of the District's nearest boundary during the term of this Agreement, including any renewals or extensions.

**15. 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. If the Superintendent chooses to be accompanied by legal counsel at the hearing, he shall assume the cost of his legal expenses.

**16. Arbitration and Governing Law.**

(a) Any and all disputes under this Agreement shall be submitted to binding arbitration pursuant to labor arbitration rules of the American Arbitration Association. Michigan courts may enter judgment upon and enforce any award entered by the arbitrator within his 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 the 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.

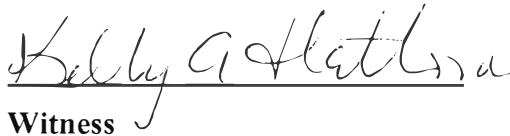
**17. Amendment.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be amended, renewed or extended except by an instrument in writing (addendum or otherwise), duly adopted and executed by the parties.

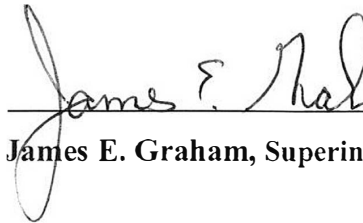
**IN WITNESS WHEREOF**, the parties have executed this Agreement the day and year first above written.

**NAPOLEON COMMUNITY SCHOOLS**



**Traci Spring, School Board President**

  
**Witness**



**James E. Graham, Superintendent**