



Jenison Public Schools
Contract of Employment – Superintendent

Pursuant to Section 1229(1) of the Revised School Code and in accordance with the action found in the minutes of the **Board of Education (the “Board”)** of the **Jenison Public Schools (“District”)** meeting held on May 9, 2022, the Board employs **Dr. Brandon Graham (“Superintendent”)** according to the terms and conditions described below.

1. **Term of Contract.** The Board employs Administrator for a five (5) year period beginning July 1, 2022 and ending on June 30, 2027. Any extension of this Contract requires the express approval of the Board. The Board may extend this agreement for successive one-year periods provided that said extension option is exercised at least one year prior to the extension period.
2. **Duties.** The Superintendent shall faithfully and diligently perform the duties of Superintendent as required by law and as prescribed by the Board, as well as those duties that may be further established, modified, or amended from time to time by the Board. The Superintendent acknowledges the Board’s ultimate authority as to his/her duties and related directions. Superintendent agrees to faithfully perform those duties and to diligently implement the Board’s policies and education programs. The Superintendent is subject to assignment and transfer to another administrative position of employment in the District at the Board’s discretion.
3. **Qualifications.** The Superintendent represents that he/she possesses and shall maintain all certificates, credentials, and qualifications required by law, including Sections 1246 and 1536 of the Revised School Code, MCL 380.1246 and MCL 380.1536, Michigan Department of Education regulations, and those required by the Board to serve in the position assigned.
 - A. As a condition of continued employment, the Superintendent will meet all continuing education requirements for the position assigned, as may be required by law and the Michigan State Board of Education.
 - B. If at any time the Superintendent fails to maintain all certificates, credentials, continuing education requirements, or qualifications for the assigned administrative position, this Contract shall automatically terminate and the Board will have no further contractual obligations.
4. **Performance.** The Superintendent will devote his/her talents, skills, efforts, and abilities toward competently and proficiently performing all duties and responsibilities of the administrative position assigned, including compliance with the related Board directives to carry out its policies and educational programs. The Superintendent will use his/her best efforts to maintain and improve the quality of School District operations and to constantly promote efficiency in all areas of his/her responsibility. Further, the Superintendent shall comply with

and fulfill all responsibilities and tasks for which he/she is responsible as required by state and federal law, as well as by the Board.

5. **Residency.** The Superintendent shall reside within 25 miles of the nearest District boundary.
6. **Performance Evaluation.** The Superintendent's performance shall be evaluated by the Board annually, but not later than June 30. The Board will regularly communicate with the Superintendent about performance goals, accomplishments, and concerns. The Superintendent's job performance shall be evaluated by the Board at least annually
7. **Compensation.** The Superintendent shall be paid at an annual (12-month) salary of not less than **one hundred eighty seven thousand and fifty five dollars (\$187,055)** in consideration of his/her performance of the duties and responsibilities of the position assigned in conformance with the Board's requirements and expectations.

The Board retains the right to adjust the Superintendent's annual salary during the term of this Contract. Any such salary adjustment shall not reduce the annual salary below the minimum annual salary described above. Generally, the Superintendent will receive the same annual percentage increase as afforded to the Administrative Team.

Any salary adjustment made during the term of this Contract shall be in the form of a written amendment and, when executed by the Superintendent and the Board, shall become a part of this Contract.

Consistent with Section 1250 of the Revised School Code, the Superintendent's job performance and job accomplishments as evaluated according to Paragraph 6 will be a significant factor in determining any adjustment to the Superintendent's compensation.

- A. 403(b) Tax Sheltered Annuity. The Board also agrees to make a non-elective employer contribution to a Section 403(b) tax-sheltered annuity on behalf of the Superintendent as remuneration for services rendered in the amount of 17%. The Superintendent may select the investment provider from the approved District vendors. This amount is payable in 12 equal installments on the first payroll of each month for the year commencing July 1 and ending June 30.
8. **ERI.** *Administrative Early Retirement Program as outline in the Administrative Handbook, except that, notice must be given to the Board no later than six (6) months prior to the effective date of retirement.*
 9. **School Business Expenses.** The District shall reimburse the Superintendent for the following expenses which he/she incurs on behalf of the District:
 - A. **Mobile Phone:** The Board shall provide a stipend of \$110 per month or a total of \$1,320 per year for a cell phone payable on the first pay period of each month.
 - B. **Mileage:** Reimbursement for all out of District travel incurred on behalf of the District at the current IRS rate.

10. **Professional Development.** Subject to express approval by the Board, the fees or dues for the Superintendent's membership in appropriate professional organizations shall be paid by the Board. Subject to prior approval by the Board, the Superintendent may attend appropriate professional meetings at the state and national levels and shall be reimbursed for any related registration fees, tuition, travel, lodging, and reasonable meal expenses for himself/herself not prepaid by the Board. Reimbursement shall be in accordance with the per diem expense and reimbursement procedures established by Board Administrative Regulation 4005. Coursework for the Superintendent at an institution of higher learning will be reimbursed up to 6 credits per contract year.

11. **Insurance.** Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder, or third-party administrator, the Board shall make premium payments on behalf of the Superintendent and his/her eligible dependents for the following insurance programs:
 - A. **Health:** The Board shall pay the premium for medical insurance benefits in accordance with the limitations of the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. The Superintendent shall pay, through payroll deduction, any benefit plan costs that exceed that amount. If eligible, and in lieu of participation in the health insurance plan, the Superintendent may opt to take cash in lieu of the amount equal to the rate negotiated with District teachers.
 - B. **Dental/Vision:** The Board shall pay the full premium for the purchase of dental and vision insurance.
 - C. **Term Life:** The Board shall pay the full premium for the purchase of term life insurance with accidental death and dismemberment benefits, in an amount (to the nearest thousand dollars) equal to \$225,000.
 - D. **Long Term Disability:** The Board shall pay the full premium for the purchase of long term disability insurance for the Superintendent only starting at 120 days of said disability.

12. **Insurance Contracts.** 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 Contract.
 - A. The Board shall not be required to remit premiums for any insurance coverage(s) for the Superintendent or his/her eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder, or third-party administrator as long as the insurance underwriter, policyholder, or third-party administrator is not in default.
 - B. 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.
 - C. The Superintendent is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage.

- D. The Board, by remitting the premium payments required to provide the above-described insurance coverage(s), shall be relieved from all liability with respect to insurance benefits.
13. ***Errors and Omissions Insurance.*** The Board shall pay the premium amount for errors and omissions insurance coverage for the Superintendent while engaged in the performance of a governmental function and while the Superintendent is acting within the scope of his/her authority. The policy for this coverage shall not be less than five million dollars (\$5,000,000).
- A. The terms of the errors and omissions insurance policy shall control the Superintendent's defense and indemnity. The Board's sole obligation shall be limited to the payment for the above errors and omissions coverage.
- B. If such insurance coverage cannot be purchased in the above amounts or at a reasonable premium rate, the Board shall have the right to discontinue such coverage and shall notify the Superintendent. In that event, the Board agrees on a case-by-case basis to consider providing legal defense or indemnification to the Superintendent as authorized under MCL 691.1408 and MCL 380.11a(3)(d).
14. ***Vacation.*** The Superintendent is employed on the basis of fifty-two (52) weeks of work per contract year (July 1 through June 30) as scheduled by the Board. The Superintendent shall be granted vacation time of twenty-five (25) days per Contract year.
- A. If the Superintendent is not able to use the twenty-five (25) allotted vacation days within the Contract year, he/she may be paid out for, or carry over up to 10 days annually. At no time will the vacation accumulation be greater than 45 days. A maximum of 25 days will be paid out upon termination of employment.
- B. The Superintendent shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of School District business and is encouraged to schedule vacation days when school is not in session. The Superintendent's vacation scheduling is subject to the Board President's approval.
15. ***Holidays.*** The Superintendent will be afforded holidays consistent with other groups as recognized by the District's calendar.
16. ***Sick Leave.*** The Superintendent shall receive annual sick leave days limited to the long-term disability qualification period.
17. ***Personal Business Leave.*** The Superintendent shall be permitted up to three (3) days per Contract year to conduct personal business which cannot be otherwise conducted outside of the Superintendent's working hours. If these days are not used they do not carry over into any other form of leave.
18. ***Bereavement Leave.*** The Superintendent shall be allowed up to five (5) workdays paid leave for purposes of bereavement in the Superintendent's immediate family. Upon Board authorization, additional days (deductible from sick leave under paragraph 15 of this Contract)

may be granted for extenuating circumstances connected with a death in the Superintendent's immediate family.

19. **Disability Leave.** In the event of the Superintendent's mental or physical incapacity to perform the duties of his/her position, he/she shall be granted an initial leave of one hundred twenty (120) calendar days for purpose of recovery. The Superintendent shall exhaust sick time so the one hundred twenty (120) calendar day period is paid. Health plan premiums shall be made on behalf of the Superintendent during this interval to the extent required by law. Upon using leave under this provision, the Superintendent shall furnish medical certification to the Board (or its designee) to support the leave's necessity.
 - A. If the Board (or designee) has reason to doubt the validity of the medical certification supplied by the Superintendent, the Board may require a second opinion, at Board expense.
 - B. The Superintendent may request a ninety (90) workday unpaid leave extension in the event of his/her physical or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is a verified prognosis that the Superintendent will be able to resume his/her duties at the end of the extended leave interval. Medical certification shall be supplied by the Superintendent as a condition to any leave extension. Any extension of leave for this purpose shall be at the Board's discretion.
 - C. If the Superintendent is unable to or does not resume work at the conclusion of the leave taken under this paragraph (or any leave extension), his/her employment and this Contract may be terminated at the Board's option. However, no such termination shall occur where restoration after leave is required by the Family and Medical Leave Act.
 - D. Before resumption of duty after an unpaid leave of absence for a serious health condition, the Superintendent shall provide to the Board a fitness for duty certification from the Superintendent's health care provider. A second opinion may be required by the Board, at its expense, unless the securing of the second opinion is precluded by the Family and Medical Leave Act.
 - E. The parties agree that the Superintendent's position is a "key employee" position as prescribed by the Family and Medical Leave Act.
20. **Medical Examination.** Acknowledging that the Superintendent's physical and mental health may affect his/her ability to perform the essential job functions of this position, the Superintendent shall submit to such medical examinations as outlined in this section. The Superintendent agrees that the term "medical examination" includes but is not limited to physical examinations and psychological examinations.
 - A. The Superintendent shall submit to such medical examinations, supply such information, and execute such documents as may be required by any underwriter, policyholder, or third-party administrator providing insurance programs under this Contract.
 - B. Upon the Board's request, the Superintendent shall submit to a medical examination and authorize the release of medical information necessary to determine if the Superintendent is capable of performing the essential job functions required by his/her assignment, with or

without reasonable job accommodation(s). Any medical examination or disclosure of medical information shall be job-related and consistent with business necessity.

C. Any medical examination under this section shall be at Board expense.

D. Any information obtained from a medical examination or inquiry shall be confidential and protected from disclosure to the extent required by applicable law.

21. **Termination.** The Board is entitled to terminate the Superintendent's employment at any time during the term of this Contract when it determines that the Superintendent has engaged in any act of misconduct, dishonesty, fraud, insubordination, incompetency, or if the Superintendent materially breaches the Contract's terms and conditions, or for any other reason that is not arbitrary or capricious.

A. The foregoing standards for termination of this Contract during its term do not apply to non-renewal of this Contract at the expiration of its term, which decision is discretionary with the Board.

B. If the Board undertakes to dismiss the Superintendent during the term of this Contract, he/she shall be entitled to written notice of charges and an opportunity for a hearing before the Board. At such hearing, he/she may have legal counsel at his/her own expense. In the event of termination of this Contract, this Contract shall automatically terminate and the Board shall have no further contractual obligation.

22. **No Tenure in Position.** In accordance with applicable law, the Superintendent is not granted tenure in the administrative position initially assigned or to which he/she may be assigned or transferred or in any capacity other than that of a classroom teacher.

23. **Nonrenewal.** The Board's decision not to continue or renew the Superintendent's employment for any subsequent period in any capacity (other than as a classroom teacher as may be required by the Michigan Teachers' Tenure Act) shall not be deemed a breach of this Contract or a discharge or demotion under the Michigan Teachers' Tenure Act.

24. **Arbitration.** In the event of any dispute between the parties relating to the Superintendent's discharge during the term of this Contract, the parties agree to submit that dispute to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association. Arbitration under this provision shall be conducted according to the terms of the Michigan Arbitration Act, MCL 600.5001 *et seq.* and MCR 3.602.

A. The parties intend that this process of dispute resolution shall include all contract and statutory claims advanced by the Superintendent arising from the Superintendent's discharge during the term of this Contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. However, this agreement to arbitrate does not restrict the Superintendent from filing a claim or charge with any state or federal agency (such as the Equal Employment Opportunity Commission or the Michigan Department of Civil Rights) and does not apply to any claims for unemployment compensation or workers' compensation which may be brought by Administrator. Instead,

this agreement to arbitrate claims applies to those matters which are otherwise subject to state or federal court proceedings.

- B. This agreement to arbitrate means that the Superintendent is waiving his/her right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, the Superintendent has the right to representation by counsel of his/her choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery, and the right to a fair hearing. However, the Superintendent, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.
 - C. The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and the Superintendent, subject to the Superintendent's right to seek to tax such fees as costs against the Board.
 - D. Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within one hundred eighty (180) days of the effective date of Superintendent's discharge during the term of this Contract. The arbitrator's decision and award shall be final and binding and judgment thereon may be entered in the Antrim County Circuit Court.
25. **Limitations.** The Superintendent agrees that any claim or suit arising out of from Superintendent's employment with the Board must be filed no more than six (6) months after the date of the employment action that is the subject of the claim or suit. The Superintendent understands that the statute of limitations for claims arising out of an employment action may be longer than six (6) months, but agrees to be bound by the six (6) month limitations period set forth herein and waives any contrary statute of limitations. Should a court of competent jurisdiction determine that this provision allows an unreasonably short period of time to commence a lawsuit, it is the parties' intent that the court enforce this provision to the extent possible and declare the lawsuit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.
26. **Entire Agreement.** This Contract contains the entire agreement and understanding between the Board and the Superintendent as to the employment of the Superintendent. Representations, promises, contracts, or understandings (written or oral) not contained in this Contract have no effect.
- A. All prior agreement (written or oral) pertaining to, connected with, or arising in any manner out of the Board's employment of the Superintendent are terminated and shall have no effect; provided, however, that this Contract is voidable under the Revised School Code's provisions pertaining to criminal history and records checks.
 - B. No change or modification of this Contract is valid or binding unless it is in writing and signed by the Superintendent and the Board.
 - C. 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.

27. **Severability.** If any provision of this Contract becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Contract shall continue in full force and effect without said provision(s).
28. **Authorization.** This Contract is executed on behalf of the School District pursuant to the authority contained in Board action adopted on _____, the same being incorporated by reference.

Date: _____

Dr. Brandon Graham

JENISON PUBLIC SCHOOLS
BOARD OF EDUCATION:

Date: _____

By: _____
_____, Its President

Date: _____

By: _____
_____, Its Secretary