

**SCHOOL DISTRICT OF THE CITY OF SAGINAW  
CONTRACT OF EMPLOYMENT  
FOR SUPERINTENDENT OF SCHOOLS**

1. **Term of Contract.** It is hereby agreed between THE SCHOOL DISTRICT OF THE CITY OF SAGINAW (hereinafter referred to as "the School District") and DR. CARLTON D. JENKINS (hereinafter referred to as "the Superintendent"), that the School District shall employ DR. CARLTON D. JENKINS as Superintendent of Schools from April 8, 2010 through June 30, 2013, on the terms and conditions set forth herein. The Board of Education shall provide the Superintendent with a yearly written evaluation of his performance as Superintendent, commencing with the 2010-2011 school year. On or before, April 1, 2011, and each April 1st thereafter, the Board will formally advise the Superintendent if the School District is not going to extend this Contract of Employment for an additional one (1) school year period of July 1<sup>st</sup> to June 30<sup>th</sup>. In the event the Board fails to notify the Superintendent on or before April 1, 2011 or each April 1st thereafter, that it is not going to extend the contract, the contract shall automatically be extended in additional one (1) school year incremental period of July 1<sup>st</sup> to June 30<sup>th</sup>. (Example: If the Board were to fail to notify the Superintendent on or before April 1, 2011 that it is not going to extend the contract, the contract would be extended to June 30, 2014.)

2. **Salary.** The Superintendent's annual salary from the commencement of this Contract through June 30, 2011 shall be \$160,000.00. The Board of Education hereby retains the right to adjust the annual salary of the Superintendent effective July 1, 2011, and effective each July 1st thereafter. Any adjustment in salary made during the life of this Contract shall be in the form of an amendment to this Contract.

The annual salary shall be paid in equal installments in accordance with the policy of the Board of Education governing payment to professional staff members in the School District.

3. **Termination.** During the term of this Contract, the School District may terminate the Contract without liability and discharge the Superintendent should he commit acts of moral turpitude, misconduct in office, or if he violates any of the terms or covenants of this Contract.

4. **Responsibility of Superintendent.** The Superintendent warrants, represents and affirms to the School District that he is fully qualified to serve as superintendent of schools and agrees to maintain such qualifications in accordance with the laws of the State of Michigan and the rules and regulations of the Department of Education, and to comply with all such qualification requirements, including but not limited to those pursuant to Section 1246 of the Michigan School Code. It is agreed that the Superintendent will not accept employment other than with the School District of the City of Saginaw, provided, however, that the Superintendent may, with prior approval of the Board President, undertake consultation work, speaking engagements, writing, lecturing, or other professional duties and obligations.

The Superintendent agrees to perform those duties and responsibilities provided for in the Michigan School Code, and such other assigned duties as may be directed by the Board of Education, to perform faithfully all of his duties and to obey, fulfill, and abide by all policies and decisions of the Board of Education.

5. **Tenure.** This Contract shall not be deemed to grant the Superintendent continuing tenure in the capacity of Superintendent of Schools or any other administrative position within the District. It is further understood that the failure of the Board of Education to reemploy the Superintendent at the conclusion of this Contract, in any capacity other than a classroom teacher, shall not be deemed a breach of this Contract or a discharge or demotion within the terms of the Michigan Teacher Tenure Act.

6. **Business Expenses.** The Superintendent shall be reimbursed for reasonable and necessary expenditures which are incurred in acting on the business of the School District, including conferences and workshops held in the State of Michigan, and those conferences and workshops held outside the State of Michigan which are approved by the President of the Board of Education. Such expenditures will be reimbursed upon presentation of an itemized and detailed accounting of such expenditures and receipts relating thereto in the form required by the School District and in conformity with applicable laws and the regulations of the Internal Revenue Service.

7. **Indemnification.** The School District agrees to defend, indemnify, and hold the Superintendent harmless from and against all claims, suits, judgments, liabilities, costs and expenses arising from actions taken or decisions made in good faith within the scope of his employment while he is/was Superintendent. The Superintendent shall give the Board of Education of the School District notice of any claim for defense and indemnification hereunder promptly upon knowledge of any possible claim or action against him. The Board of Education shall have the right to appoint the attorney to conduct the defense of any such claim or action. The Superintendent agrees to fully cooperate in the defense of any claim or action. This clause shall survive the expiration of this Contract.

8. **Benefits/Compensation.** In addition to the Superintendent's salary provided for in Paragraph 2 of this Contract, the School District shall provide the Superintendent with the following:

A. The Superintendent shall be entitled to twelve (12) paid sick days during each school year of July 1<sup>st</sup> to June 30<sup>th</sup> during the term of this Contract. Said Superintendent shall be permitted to accumulate and carryover accumulated sick days from year-to-year with unlimited accumulation. All days that said Superintendent is absent from his duties for reasons qualifying as sick leave under the usual policies and practices of the School District shall be deducted from the total sick days allowed. Upon the termination of this Contract for whatever reason, said Superintendent shall be entitled to payment for unused accumulated sick days earned on the same basis as the Saginaw School Administrator Group.

B. Two (2) personal business days during each school year of July 1<sup>st</sup> through June 30<sup>th</sup> during the term of this contract. Personal business days are not cumulative from year-to-year.

C. Twenty-five (25) vacation days exclusive of Saturdays, Sundays, holidays and days that central offices are closed during each school year of July 1<sup>st</sup> through June 30<sup>th</sup> during the term of this contract; to be taken at such time as determined by the Superintendent. While unused vacation shall not accumulate from year-to-year, the Superintendent, upon written notice to the Board, may be paid for up to ten (10) earned but unused vacation days per school year, commencing with the 2010-2011 school year. Upon termination of the Superintendent's Contract,

unused vacation days shall be compensated at the rate of pay equal to his then current salary divided by 260.

D. Paid membership in national and state professional organizations appropriate to the Superintendent's position.

E. Medical and hospitalization insurance, with full family coverage, under the group policy provided the Saginaw School Administrator's Group. In addition, he shall receive dental insurance, with full family coverage, including an orthodontic rider consistent with the Saginaw School Administrators' Group.

All additional fringe benefits not specifically addressed in this Contract that are granted to the Saginaw School Administrators' Group shall be granted the Superintendent. Failure of an insurance company to provide any of the benefits which they have contracted for, for any reason, shall not result in liability to the School District, nor shall such failure be considered a breach by the School District of any obligations it owes to the Superintendent.

F. In addition to the compensation specified in Paragraph 2 of this Agreement, the School District will set aside an amount equal to ten percent (10%) of the salary of the Superintendent which the Superintendent may elect to have contributed to a tax-sheltered annuity under Section 403(b) of the Internal Revenue Code of 1986 on a salary reduction basis in accordance with Subsection 403(b)(12)(A)(ii) of the Code, or have paid toward the purchase of years of credited service on behalf of the Superintendent under the Tax-Deferred Payment Program (TOP) of the Michigan Public School Employees Retirement System or take as taxable compensation. In the event the Superintendent elects to purchase years of credited service, the Superintendent shall cooperate with the School District in any way necessary to effectuate such purchases.

G. In lieu of an automobile, the School District shall provide the Superintendent with a \$650.00 per month automobile allowance. The Superintendent shall maintain those records which are necessary to substantiate business use as required by applicable laws and regulations of the Internal Revenue Service.

9. **Moving Expenses.** To facilitate the Superintendent's relocation of his residence within twelve (12) months of his employment, the School District shall pay for one-time reasonable moving expenses, including packing. The Superintendent shall supply the Board President with written estimates from three (3) reputable moving companies prior to the move, with the amount of the payment to the moving company by the School District equaling the amount of the lowest of the three (3) estimates.

10. **Temporary Housing Assistance.** Commencing with April 1, 2010, and for four (4) successive months thereafter on the first of each month (through August 1, 2010), the School District shall reimburse the Superintendent for the cost of housing/rental expense in the amount of Seven Hundred Dollars (\$700.00), for a total reimbursement of Three Thousand Five Hundred Dollars (\$3500.00).

11. The School District and Superintendent shall fulfill all aspects of this Contract, any exceptions thereto being by mutual consent of the Board and the Superintendent.

12. This Contract is contingent upon and subject to approval by the School District's Board of Education.

Carlton D. Jenkins, Ph.D. 2/20/10  
Dr. Carlton D. Jenkins Date

BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF SAGINAW

By: Debra Spate-Allen 2-24-10  
Its: President Date

By: Beverly J. Yansa 2-24-10  
Its: Vice President Date

By: Matt Thompson 2-24-10  
Its: Secretary Date

By: [Signature] 2-24-10  
Its: Treasurer Date

## ADDENDUM

This Addendum has been made and entered into on this 1st day of July, 2011, by and between the School District of the City of Saginaw (School District) and Dr. Carlton D. Jenkins (Superintendent) and has been incorporated by reference and made a part of the Contract of Employment for Superintendent of Schools dated April 8, 2010, through June 30, 2013, extended on April 1, 2011 until June 30, 2014 (Employment Contract).

For good and valuable consideration which the parties hereby acknowledge, the parties agree as follows:

1. Paragraph 8 C of the Employment Contract will be amended to add that the Superintendent shall receive fifteen (15) additional vacation days to be distributed equally and used from the date of this Addendum identified above through the expiration of the Employment Contract on June 30, 2014.

2. Paragraph 8 E shall be amended to add a third paragraph at the end of the section to read as follows:

The Superintendent shall pay fifteen percent (15%) of the monthly health care insurance premium in accordance with his election of single, two-person or full-family. Health care shall include medical, hospitalization, prescription, dental and vision, as applicable to the Saginaw School Administrators' Group.

3. Paragraph 8 F shall be amended to read as follows:

In addition to the compensation specified in Paragraph 2 of this Agreement, the School District will set aside an amount equal to ten percent (10%) of the salary of the Superintendent plus applicable taxes (i.e., Medicare and MIP), which the Superintendent may elect to have contributed to a tax-sheltered annuity under Section 403(b) of the Internal Revenue Code of 1986 on a salary reduction basis accordance with Subsection 403(b)(12)(A)(ii) of the Code, or have paid toward the purchase of years of credited service on behalf of the Superintendent under the Tax-Deferred Payment Program (TOP) of the Michigan Public School Employees Retirement System or take as taxable compensation. In the event the Superintendent elects to purchase years of credited service, the Superintendent shall cooperate with the School District in any way necessary to effectuate such purchases.

BOARD OF EDUCATION OF THE  
SCHOOL DISTRICT OF THE CITY OF  
SAGINAW

Carlton D. Jenkins, Ph.D.  
Dr. Carlton D. Jenkins Date

Olivia Spates-Allen 4-11-12  
Its: President Date

Mattie Thompson 4-11-12  
Its: Vice President Date

[Signature] 4/11/12  
Its: Secretary Date

Charles Frederick Vaughn  
Its: Treasurer Date