

JACKSON PUBLIC SCHOOLS

EMPLOYMENT AGREEMENT
(Superintendent)

THIS AGREEMENT made and entered into this 15 day of April 2019, by and between the JACKSON PUBLIC SCHOOLS (herein called the "District"), and JEFFREY BEAL (herein called "Superintendent").

WITNESSETH:

The District agrees to employ JEFFREY BEAL, 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, 2022 (the "term"). Before the end 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 contract 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 the 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.

3. **Certification and Qualifications.** Superintendent represents that Superintendent has and will maintain all certificates, credentials and qualifications required by law, including 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 an annual base salary of \$155,414.00 for 2019-20. Base salary will increase by 2% in subsequent years (\$158,522.00 in 2020/21; \$161,692.00 in 2021/22, etc.). Base salary is payable in semi-monthly installments, each such periodic payment to be as nearly

equal as possible. The salary shall be subject to payroll deductions as required by law or requested, in writing, by the Superintendent to be available and proper. The Board of Education retains the right to adjust the salary during the continuance of this Agreement, but an adjustment shall not reduce the annual salary below \$155,414.00.

5. **Tax Deferred Payment.** In addition to the salary set forth in Section 5 above, the District agrees to make an annual 7% (7 percent of annual salary), not to fall below Nine Thousand One Hundred Forty-Two Dollars and 00/100, contribution to a tax deferred account selected by Superintendent. Payment will increase 1% in subsequent years (8% in 2020/21, 9% in 2021/22, etc.) The annual contribution shall be paid on the first paycheck following July 1 of each year. If any portion of the contribution is paid in advance before it is earned and Superintendent's employment terminates for any reason, the unearned portion of the annual contribution shall be deducted from Superintendent's pay, which Superintendent expressly agrees is acceptable. Superintendent may also 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, as a contribution into a tax deferred account for Superintendent, which contract qualifies for income tax treatment under Section 403(b) of the Internal Revenue Code of 1986, as amended.

6. **Insurance Benefits.**

(a) For his services as Superintendent of Schools, the District shall, at its expense, except as provided below and subject to Michigan law, and upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policy holder, and/or third party administrator, make premium payments on behalf of Superintendent and his eligible dependents for the following insurance programs:

Health: MESSA Choices with a \$500/\$1,000 in-network deductible, \$20/\$25/\$50 office visit, urgent care and emergency room co-pays, MESSA Saver RX prescription drug card, and \$2000/\$4,000 out-of-network deductible.

Dental: MESSA/Delta Dental: Class I, II and III (80/80/80: \$1,500.00 annual max.); Class IV Ortho (80%: \$800.00 lifetime max.)

Life & ADD: MESSA \$60,000.00

Vision: MESSA VSP 2 Silver

Short-Term Disability: (Self-Insured). Supplemental income at 66-2/3% of monthly earnings after exhaustion of sick time and 30 consecutive days absence for the same illness or injury for not more than 60 days during the first 90 days of such illness or injury.

Long-Term Disability: MESSA Long Term Disability Insurance. Benefit = 66-2/3% of monthly earnings up to a maximum of \$7,000.00. 90 day modified fill qualifying period, freeze on offsets.

The District shall have the ability to change the insurance carrier/underwriter, policy holder, and/or third party administrator, for any of the above coverage, provided that comparable coverage, as determined by the Board of Education, is maintained during the term of this Agreement. District's payment of medical insurance premiums shall be limited as set forth by Michigan 2011 PA 152.

(b) The District shall also pay the annual premium, not to exceed One Thousand One Hundred (\$1,100.00) Dollars a year, for a term life insurance policy owned by the District insuring the life of the Superintendent but reserving to Superintendent the right to name the beneficiaries of the policy.

The District is providing Superintendent with such policy and the benefits therefrom because Superintendent is a key employee of the District. Superintendent retains the

right to name the beneficiaries of the policy and the right to the cash value of the policy in the form of a loan, surrender value, or withdrawal.

(c) In lieu of providing Superintendent with health insurance, the District shall pay Superintendent, as additional salary, Three Thousand Six Hundred and no/100 (\$3,600.00) Dollars, during each contract year Superintendent elects not to receive health insurance. Such amount shall be paid in equal semi-monthly installments.

7. **Sick Leave, Vacation, Holidays and Other Leaves of Absence.**

The Superintendent shall be afforded the following paid leave days, sick leave days, vacation, paid holidays and other leaves of absence:

(a) **Sick Bank.** Superintendent shall have the right to accumulate no more than thirty (30) sick leave days in a Sick Bank. Superintendent shall begin his employment with a Sick Bank of thirty (30) days.

(b) **Paid Leave Days.** Twelve (12) days of paid leave per year may be used by Superintendent for illness or personal reasons. Any unused Paid Leave Days shall convert to sick leave days at the end of the applicable contract year and shall be added to Superintendent's Sick Bank, up to the maximum number of allowable days permitted in subsection (a) above.

(c) **Funeral Leave.** Three (3) days per occurrence to attend the funeral of a member of the Superintendent's immediately family (spouse, children, grandchildren, brothers, sisters, brothers-in-law, sisters-in-law, and parents of Superintendent and their spouse) with pay and not charged against paid sick leave. Two (2) additional days per occurrence with pay not charged against sick leave time may be used to attend the funeral of a member of the Superintendent's immediate family outside a radius of 200 miles from the

District and three (3) days a year charged against sick leave may be used to attend the funeral of a person not in the Superintendent's immediate family.

(d) **Jury Duty and Witness Leave.** Leave of absence with pay not charged against sick leave time for jury duty and for court appearance as a witness in any case connected with the Superintendent's employment except in any suit in which the Superintendent and District are adverse parties. Superintendent shall turn over any jury duty or witness fees to the School District.

(e) **Vacation.** Twenty five (25) working days of paid vacation, exclusive of paid holidays, during each year of this Agreement. Vacation periods shall be selected by Superintendent during periods of time least disruptive to the operation of the District and shall be subject to approval by the President of the Board of Education. Superintendent shall not be entitled to carry over unused vacation days from one contract year to the next contract year. At the end of each contract year, Superintendent shall be paid for a maximum of ten (10) unused vacation days at his per diem rate (annual salary divided by 260 days). The payment for unused vacation days shall be made the first pay period after July 1. Any unused vacation days beyond the maximum of ten (10) days, must be used in the month of July following the contract year in which they were earned. Vacation days may not be accumulated to exceed 25 days annually after August 1st without prior express permission of the Board.

(f) **Holidays.** Superintendent shall receive paid leave for holidays as listed below:

Fourth of July
Labor Day
½ day before Thanksgiving Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day

Christmas Day
New Year's Eve Day
New Year's Day
Martin Luther King Day
President's Day
½ day Good Friday
Memorial Day

If the District is not closed on Martin Luther King Day or if Superintendent decides to attend holiday related functions on Martin Luther King Day (which is encouraged by the District), Superintendent may take another day off during the respective month in which such holiday occurs.

8. **Automobile Expense.** The District shall reimburse Superintendent for use of his automobile in conducting District business outside the District's geographic boundaries at the applicable IRS mileage reimbursement rate. The Superintendent shall be reimbursed for use of his automobile in conducting District business within the geographic boundaries of the District at the applicable IRS mileage reimbursement rate, up to a maximum of 200 miles per month.

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 therefor. All such expenses must be approved by the Treasurer of the Board of Education.

10. **Professional Meetings and Affiliations.** The Superintendent may attend professional educational meetings at the local, state and national levels. The District shall pay the membership fees and dues for the Superintendent to join the Michigan Association of School Administrators, American Association of School Administrators, and any other professional organizations approved, in advance, by the Board of Education.

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 June 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 the 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. **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, the cost shall be the Superintendent's responsibility.

15. **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 this 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 alleged breach. The arbitrator has no authority to reinstate in the event of a termination of employment. Anything herein to the contrary, notwithstanding any monetary award for damages for a breach or termination of employment shall not exceed Superintendent's annual salary for one (1) year and the value of benefits for one (1) year.

16. **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.

JACKSON PUBLIC SCHOOLS

Michele M. O'Leary

By: Pamela Fitzgerald

Michele M. O'Leary

By: Cheryl Smonell

Michele M. O'Leary

JEFFREY BEAL