

**JACKSON PUBLIC SCHOOLS**

**EMPLOYMENT AGREEMENT**

**Superintendent of Schools**

**THIS AGREEMENT** made and entered into as of March 1, 2010, by and between the **JACKSON PUBLIC SCHOOLS**, of Jackson County, Michigan (herein called the "District) and **DANIEL M. EVANS**, of Jackson, Michigan (herein called "Superintendent").

**WITNESSETH:**

The District agrees to employ **DANIEL M. EVANS**, 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, 2009, to and including June 30, 2012 (the "term"). Before June 30th of each year 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.

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 and as directed by the Board of Education;

(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 executive officer and 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 no later than the first Board meeting in January each year, 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 and community informed of progress toward the goals;

(j) review and recommend changes and additions to the Board of Education policies; and

(k) 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. The Superintendent may engage in consulting activities consistent with Board policy 2200. If compensation is received for such activities, vacation shall be used or the Superintendent shall reimburse the District the amount received.

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, including the completion of continuing education requirements as required by Section 1246 of the Revised School Code, 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 Thirty Four Thousand Two Hundred Fifty and

00/100ths (\$134,250.00) Dollars, for the period from July 1, 2009 through June 30, 2010, payable in bi-weekly installments, each such periodic payment to be as nearly equal as possible. The salary and other compensation shall be subject to payroll deductions as shall be required by law and requested by the Superintendent to be available and proper. The Board of Education retains the right to adjust the compensation during the continuation of this Agreement, but an adjustment shall not reduce the annual salary below \$125,849.52, which amount shall be used to determine future increases, if any.

5. **Tax Deferred Annuity.** The Superintendent shall annually receive a Ten Thousand Five Hundred and no/100ths (\$10,500.00) Dollar contribution to a tax-deferred annuity or MPERS Tax Deferred Payment (TDP) Program. In addition, 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 qualifies for income tax treatment under Section 403(b) of the Internal Revenue Code of 1954, as amended.

6. **Insurance Benefits.** For his services as Superintendent of Schools, the District shall provide the Superintendent with the following insurance benefits:

(a) The District shall pay the premium for the following or similar plan except Superintendent shall pay ten (10%) percent of the health insurance premium.

1. Full family MESSA Choices II:  
\$200/\$400 In-Network Deductible  
\$400/\$800 Out-of-Network Deductible  
\$10/\$20 Prescription Drug Plan  
\$10/\$25/\$50 Co-pays for Office Visit, Urgent Care and  
Emergency Room  
Adult Immunization Coverage
2. **MESSA Long Term Disability Insurance.** 66-2/3% of monthly earnings to maximum of \$4,000.00. 90 day modified full qualifying period, freeze on offsets.

3. 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.
4. MESSA Life and AD&D Insurance. \$60,000.00
5. Dental Insurance. MESSA Delta Dental: Class I, II and III (80/80/80: \$1,000.00 annual max.); Class IV Ortho (80%: \$800.00 lifetime max.)
6. Vision Insurance. MESSA VSP 2

(b) Pay the annual premium for a \$250,000 term life insurance policy.

(c) Travel Insurance of \$100,000.00.

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

(a) Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, day after Thanksgiving, Christmas Day, New Years Day, Presidents Day, Good Friday (1/2 day) and Memorial Day. Instead of Veterans Day and Martin Luther King Day, Superintendent may take another day off during the respective months in which such holidays occur. Beginning in 2010 Christmas Eve Day and New Years Eve Day shall also be paid holidays.

(b) Twenty-five (25) working days of paid vacation, exclusive of paid holidays, during each year of this Agreement. The Superintendent shall be allowed to carry over no more than ten (10) days with the total accumulation to be the annual allotment plus 10 days. At the end of each year of the term of this Agreement, Superintendent shall be paid at the per diem rate for any unused vacation days which he elects not to carry over to the next year. The per diem rate shall be Superintendent's annual salary divided by 260 days and the payment shall be made the first pay period after July 1.

(c) Twelve (12) days paid sick leave per annum with the right to accumulate no more than 100 sick leave days. Superintendent may use three (3) such leave days per year as personal business days. If Superintendent is disabled for more than thirty (30) consecutive

calendar days as a result of single illness or injury or exhausts his accumulated sick leave, benefits equal to those of the long-term disability insurance program will be provided beginning with the thirty-first (31) day of the disability and continuing until the long-term disability benefits begin. Superintendent may use sick leave for absence due to illness or disabling accident of the Superintendent's immediate family (spouse, children, grandchildren, brothers, sisters and parents of the Superintendent and spouse); provide, 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.

(d) Paid funeral leave of not more than three (3) days to attend the funeral of a member of the Superintendent's immediate family, as defined above and including brothers, sisters, brothers-in-law and sisters-in-law.

(e) Paid jury and witness leave, provided all jury and witness fees are paid to the District, and provided, further, that witness leave shall be unpaid if Superintendent is witness in any suit in which Superintendent and District are adverse parties.

The 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. The Board may grant additional time under extenuating circumstances.

8. **Automobile Expense and Allowance.** Superintendent shall not receive an automobile allowance. Superintendent shall use his own automobile for school purposes and shall receive no mileage or other reimbursement from the District for travel within Jackson County. For conferences and District business outside Jackson County, Superintendent shall receive mileage reimbursement in accordance with the District's Procedures Regulating Conference Travel.

9. **Business Expense and Use of Equipment.**

(a) 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 timely 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 President and Treasurer of the Board of Education, in advance, if practical. The District's Procedures Regulating Conference Travel shall govern expenses for meals, lodging and transportation.

(b) Superintendent shall have the use of District technology equipment, including laptop and desktop computers, printer, cell phone, fax machine and video camera, primarily for District business. However, because the parties recognize that it is difficult to differentiate between business and personal use of such equipment, the occasionally personal use of such equipment by Superintendent or members of his immediate household shall not be considered a violation of this Agreement. Superintendent agrees to limit such personal use whenever practicable.

10. **Professional Meetings and Affiliations.** The Superintendent may attend professional meetings at the local and state levels consistent with the performance of his duties as Superintendent and may attend national level meetings with the prior approval of the President of the Board of Education. The actual and necessary expenses of said attendance shall be paid by the District as approved by the Board President and Treasurer, in advance if practical, subject to the District's Procedures Regulating Conference Travel. The District shall pay the membership fees and dues for the Superintendent to join the American Association of School Administrators, the Michigan Association of School Administrators and up to two (2) additional professional associations or local service clubs approved in advance by the Board of Education. The District shall reimburse the Superintendent for tuition expenses incurred for successfully completed courses required by law to maintain employment and as approved in advance by the Board of Education.

11. **Evaluation.** The Board of Education shall evaluate the Superintendent in writing at least annually with a process and performance standards agreed upon in writing by both parties by

July 15 for each year of this Agreement. If the parties are unable to agree, the process and standards shall be determined by the Board of Education. The annual performance standards for the school year shall be consistent with the Board of Education's established goals. At least annually, and in conjunction with the Superintendent's annual Evaluation Summary, the Superintendent will provide a written report and analysis of the Board of Education Goals. The Board shall consider an extension of the terms of this Agreement upon completion of the evaluation. The annual evaluation shall be completed on or before March 1 of each 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 shall, as a condition of employment, maintain his permanent residence within a twenty (20) mile distance of the District's nearest boundary.

15. **Assignment.** This Agreement is for personal services and is not assignable.

16. **Termination for Cause.** This Agreement may be terminated at any time for good and just cause by either the Superintendent or the District. Good and 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.

17. **Professional Liability Insurance.** The District agrees to pay the premium amount for errors and omissions insurance for school employees including the Superintendent. The policy limits for this coverage shall not be less than \$2,000,000.00. The sole obligation undertaken by the District shall be limited to the payment of premium amounts for the above errors and omissions coverage. In the event that such insurance coverage cannot be purchased in the above amounts and/or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify the Superintendent. In the event, the Board agrees to consider providing legal defense and/or indemnification to the Superintendent as authorized under MCLA 691.1408.

18. **Severance Benefit.** If Superintendent retires under the MPSERS he shall receive a severance equal to 35% of his final or highest compensation (base salary plus tax deferred annuity).

(a) The severance benefit will be paid as follows: 25% during the first month of retirement as approved by MPSERS and an additional 25% during the same month of each of the next three (3) years. If Superintendent retires but dies before receiving all of the severance payments, the remaining payments shall be paid to Superintendent's estate.

(b) In the event of Superintendent's death while an active employee, Superintendent's estate shall be entitled to the severance benefit to which Superintendent would have been entitled to receive if Superintendent had retired under the MPSERS on the date of death. The benefit shall be payable in four (4) equal annual installments as provided above.

(c) The District shall continue to provide health insurance protection as specified in this Agreement for Superintendent upon retirement under the MPSERS until such time as the Superintendent becomes eligible for health care under the provisions of the MPSERS.

(d) The severance benefit shall be paid to Superintendent's tax deferred 403(b) Plan for his benefit or shall be used to purchase years of retirement service through the MPSERS Tax Deferred Payment program.

19. **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 the alleged breach. The arbitrator has no authority to reinstate in the event of a termination of employment.

20. **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.

21. **Cancellation of Agreement.** Superintendent's existing Employment Agreement dated December 15, 2008, as amended, is cancelled effective June 30, 2009.

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

**IN THE PRESENCE OF:**

Michele M. Oakley  
Michele M. Oakley  
Michele M. Oakley

**JACKSON PUBLIC SCHOOLS**  
By: [Signature]  
By: [Signature]  
**District**  
[Signature]  
**DANIEL M. EVANS, Superintendent**

## FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

### Superintendent of Schools

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT made and entered into this 21 day of December, 2010, between the **JACKSON PUBLIC SCHOOLS**, Jackson County, Michigan (herein called the "District"), and **DANIEL M. EVANS**, of Jackson, Michigan (herein called "Superintendent").

#### **RECITALS:**

A. On March 1, 2010 the parties entered into an Employment Agreement for a term ending June 30, 2012.

B. Paragraph 4 of the Employment Agreement provides that the Board of Education retains the right to adjust the Superintendent's compensation during the continuation of the Agreement but an adjustment shall not reduce the annual salary below One Hundred Thirty-Four Thousand Two Hundred Fifty and no/100ths (\$134,250.00) Dollars and paragraph 20 permits amendments duly adopted and executed by the parties.

C. The parties wish to extend the term and adjust the Superintendent's annual salary as follows.

#### **THE PARTIES AGREE AS FOLLOWS:**

1. The term of the Employment Agreement is extended until June 30, 2013.
2. Paragraph 4, Compensation, is amended to read as follows:
  4. Compensation. For his services as Superintendent of Schools, the District agrees to pay Superintendent a salary of \$67,124.98 for the period

from July 1, 2010 through December 31, 2010, and a salary of \$69,642.02 for the period from January 1, 2011 through June 30, 2011, payable in bi-weekly installments, each such periodic payment to be as nearly equal as possible. The salary and other compensation shall be subject to payroll deductions as shall be required by law and requested by the Superintendent to be available and proper. The Board of Education retains the right to adjust the compensation during the continuation of this Agreement, but an adjustment shall not reduce the annual salary below One Hundred Twenty-Eight Thousand Three Hundred Sixty-Six and no/100ths (\$128,366.00) Dollars, which amount shall be used to determine future increases, if any.

Except as modified by this First Amendment the Employment Agreement is ratified and confirmed and shall remain in full force and effect.

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

IN THE PRESENCE OF:

**JACKSON PUBLIC SCHOOLS**

By: David J. Healey

By: Michael D. Bross

Michelle M. O'Leary

Michelle M. O'Leary

Daniel M. Evans

**DANIEL M. EVANS**

Superintendent

**Oxley, Michele**

---

**From:** Robert Grover [rgrover@atbplclaw.com]  
**Sent:** Monday, March 15, 2010 3:03 PM  
**To:** EVANS, DANIEL  
**Cc:** OXLEY, MICHELE  
**Subject:** Superintendent's Contract  
**Attachments:** Employment.Agt.Evans.doc

Dan, Attached is your new contract with the correction in paragraph 4 we discussed earlier today. Your total annual salary should be \$134,250.00. Such amount includes the \$3000 merit increase and the \$450 per month car allowance that were added to your salary in 2008-09. However, for purposes of determining future % increases your base salary remains \$125,849.52. Bob

## SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

### Superintendent of Schools

**THIS SECOND AMENDMENT TO EMPLOYMENT AGREEMENT** made and entered into this 22<sup>nd</sup> day of November, 2011, between the **JACKSON PUBLIC SCHOOLS**, Jackson County, Michigan (herein called the "District"), and **DANIEL M. EVANS**, of Jackson, Michigan (herein called "Superintendent").

#### RECITALS:

A. On March 1, 2010 the parties entered into an Employment Agreement for a term ending June 30, 2012.

B. On December 21, 2010, the parties entered into a First Amendment extending the term until June 30, 2013 and adjusting the Superintendent's annual salary.

C. The parties wish to further extend the term and amend paragraphs 4, 5, 6 and 18 as follows.

#### **THE PARTIES AGREE AS FOLLOWS:**

1. The term of the Employment Agreement is extended until June 30, 2014.
2. Paragraph 4, Compensation, is amended to read as follows:
  4. Compensation. For his services as Superintendent of Schools, the District agrees to pay Superintendent a salary of \$67,124.98 for the period from July 1, 2010 through December 31, 2010, a salary of \$69,642.02 for the period from January 1, 2011 through June 30, 2011, and a salary of \$136,767.00

for the period from July 1, 2011 through June 30, 2012, payable in bi-weekly installments, each such periodic payment to be as nearly equal as possible. The salary and other compensation shall be subject to payroll deductions as shall be required by law and requested by the Superintendent to be available and proper. The Board of Education retains the right to adjust the compensation during the continuation of this Agreement, but an adjustment shall not reduce the annual salary below One Hundred Thirty-Six Thousand Seven Hundred Sixty-Seven and no/100ths (\$136,767.00) Dollars, which amount shall be used to determine future increases, if any.

3. Paragraph 5, Tax Deferred Annuity, is amended to read as follows:

5. **Tax Deferred Annuity**. The Superintendent shall annually receive an Eleven Thousand Eight Hundred Sixty-Seven and no/100ths (\$11,867.00) Dollar contribution to a tax-deferred annuity or MPSERS Tax Deferred Payment (TDP) Program for the 2011-12 school year and \$10,500 for each year thereafter. In addition, 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 qualifies for income tax treatment under Section 403(b) of the Internal Revenue Code of 1954, as amended.

4. Paragraph 6, Insurance Benefits, is amended to read as follows:

6. **Insurance Benefits.** For his services as Superintendent of Schools, the District shall provide the Superintendent with the following insurance benefits:

(a) The District shall pay the premium and \$2,400 of the HSA deductible for the following or similar plan except Superintendent shall pay twenty (20%) percent of the health insurance premium or an amount equal to the excess of the cost of the health insurance, including the deductible, above \$15,000.00 if family coverage or above \$11,000.00 if 2 person coverage, whichever is greater.

1. Full family or 2 person Priority Health HSA POS Plan  
With \$3,000 deductible:  
\$10/\$40 Prescription Drug Co-pay after deductible
2. MESSA Long Term Disability Insurance. 66-2/3% of monthly earnings to maximum of \$4,000.00. 90 day modified fill qualifying period, freeze on offsets.
3. 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.
4. MESSA Life and AD&D Insurance. \$60,000.00
5. Dental Insurance. MESSA Delta Dental: Class I, II and III (80/80/80: \$1,000.00 annual max.); Class IV Ortho (80%: \$800.00 lifetime max.)
6. Vision Insurance. MESSA VSP 2

(b) Pay the annual premium for a \$250,000 term life insurance policy.

(c) Travel Insurance of \$100,000.00.

5. Paragraph 18, Severance Benefit, is amended to read as follows:

18. **Severance Benefit.** If Superintendent retired under the MPERS he shall receive a severance benefit equal to 35% of his final or highest annual

compensation (base salary plus tax deferred annuity) and the amount paid by the District for his insurance benefits as provided in paragraph 6 during the twelve (12) months prior to his retirement.

(a) The severance benefit will be paid as follows: 25% during the first month of retirement as approved by MPSERS and an additional 25% during the same month of each of the next three (3) years. If Superintendent retires but dies before receiving all of the severance payments, the remaining payments shall be paid to Superintendent's estate.

(b) In the event of Superintendent's death while an active employee, Superintendent's estate shall be entitled to the severance benefit to which Superintendent would have been entitled to receive if Superintendent had retired under the MPSERS on the date of death. The benefit shall be payable in four (4) equal annual installments as provided above.

(c) The District shall continue to provide health insurance protection as specified in this Agreement for Superintendent upon retirement under the MPSERS until such time as the Superintendent becomes eligible for health care under the provisions of the MPSERS.

(d) The severance benefit shall be paid to Superintendent's tax deferred 403(b) Plan for his benefit or shall be used to purchase years of retirement service through the MPSERS Tax Deferred Payment program.

Except as modified by this First Amendment the Employment Agreement is ratified and confirmed and shall remain in full force and effect.

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

IN THE PRESENCE OF:

**JACKSON PUBLIC SCHOOLS**

Michelle M. Oakley

By: David Z. Haly

By: ~~\_\_\_\_\_  
\_\_\_\_\_~~

Michelle M. Oakley

Daniel M. Evans

**DANIEL M. EVANS**

Superintendent