

JACKSON PUBLIC SCHOOLS <u>EMPLOYMENT AGREEMENT</u> (Jeremy Patterson)

This Agreement ("Agreement") is made and entered into this 6th day of June, 2025, by and between the Board of Education ("Board") of JACKSON PUBLIC SCHOOLS ("District"), and JEREMY PATTERSON ("Superintendent").

Pursuant to Section 1229 of the Revised School Code, being MCL 380.1229, the Board employs **JEREMY PATTERSON**, 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, 2025, to and including June 30, 2028 (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 Agreement for an additional year. If the Board extends this Agreement for an additional year, the Board of Education shall also establish through negotiation with the Superintendent the annual salary to be paid to the Superintendent for the school year included in the extension.
- 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 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;
 - 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 the 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.

- a. Salary. For his services as Superintendent of Schools, the District agrees to pay Superintendent a salary of \$191,589.00 for the period from July 1, 2025, through June 30, 2026 (2025-2026), and not less than \$191,589.00 for each succeeding year of the Term. Base salary will increase by 2% in subsequent years (\$195,421 in 2026/27, \$199,329 in 2027/28). 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 \$191,589.00.
- b. Tax Deferred Compensation. In addition to the salary set forth in Section 4(a) above, in the first year of the Term (2025-2026), the District agrees to make an annual contribution equal to eleven percent (11%) of Superintendent's annual salary to a tax deferred account selected by Superintendent. The contribution/payment will increase 1.5% in subsequent years (12.5% in 2026/27, 14.0% 2027/28). The annual contribution shall be paid in the first paycheck following July 1 of each year. 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.
- c. Merit Pay. As part of the Superintendent's wage remuneration for service under this contract, he shall be eligible to receive merit pay for the achievement of specific performance objectives and goals mutually developed by the Board and the Superintendent. The Board shall determine, in connection with the evaluation process, whether and to what extent the goals and objectives have been attained by an effective evaluation rating. If the Board determines that the Superintendent is entitled to receive the merit pay, it shall remit to the Superintendent Five Thousand Dollars (\$5,000)

annually, said payment to be made in the first payroll period following the Board's determination that Superintendent is entitled to receive merit pay.

- d. <u>Longevity Benefit</u>. If the Superintendent retires under MPSERS and has five (5) or more years of service with the District, Superintendent shall receive the following payment based on full years of continuous full time service with the District:
 - 5 to 10 years = 10% of final base salary
 - 10.1 to 15 years = 20% of final base salary
 - 15.1 to 20 years = 25% of final base salary
 - 20.1+ years = 30% of final base salary

e. Superintendent Salary Schedule.

	2025-2026	2026-2027	2027-2028
BASE	\$191,589	\$195,421	\$199,329
ANNUITY	\$21,074	\$24,428	\$27,906
LONGEVITY			
MERIT	\$5,000	\$5,000	\$5,000
TOTALS	\$217,663	\$224,849	\$232,235

5. Insurance Benefits. The Board shall provide Superintendent with a comprehensive insurance package that is equal to those provided to administrators of the District, as provided in the most recent collective bargaining agreement between the District and the JPS Administrator's Association. Notwithstanding the foregoing, if the Superintendent elects to opt out of health insurance coverage, the District shall pay Superintendent, as additional salary, Three Thousand Six Hundred and 00/100 (\$3,600.00) Dollars, during each year the Superintendent elects not to participate in the District's health insurance program. Such amount shall be paid in equal semi-monthly installments, consistent with the District's normal payroll practices.

In addition, the District shall also pay the annual premium, not to exceed \$1,200.00 per 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 the Superintendent with such policy and the benefits therefrom because the 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 withdrawl.

6. <u>Sick Leave, Vacation, Holidays and Other Leaves of Absence.</u> The Superintendent shall be afforded the following paid leave days, sick leave days, vacation, paid holidays and other leaves of absence:

- a. <u>Sick Bank.</u> Superintendent shall have the right to accumulate no more than ninety (90) 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. Superintendent shall be provided three (3) days per occurrence to attend the funeral of a member of the Superintendent's immediate 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 by Superintendent 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. <u>Jury Duty and Witness Leave</u>. 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. <u>Vacation</u>. Superintendent shall be provided thirty (30) 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 fifteen (15) unused vacation days at his per diem rate (annual salary divided by 260 days), all other unused vacation days shall be forfeited.
- f. Holidays. Superintendent shall receive paid leave for holidays as listed:

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
Juneteenth
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.

- 7. 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 400 miles per month.
- 8. **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 or personal items and no reimbursement shall be made for such items. All such expenses must be approved by the Treasurer of the Board of Education.
- 9. **Professional Meetings and Affiliations.** The Superintendent shall be expected to attend professional educational meetings at the local, state and national levels. The District shall pay 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.
- 10. Evaluation. Superintendent shall be evaluated in accordance with the Revised School Code, Act 451 of 1976, as amended. The Board of Education shall evaluate the Superintendent in writing at least annually. 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.
 - 10.1 <u>Appeal.</u> The Superintendent may appeal the evaluation process and rating received to the Board of Education. The appeal must be submitted in writing to the Board President within 30 calendar days after the Superintendent is informed of the rating. Within 15 days after the appeal is submitted, the Board of Education shall provide the Superintendent with written notice that a hearing shall be scheduled, in closed or open session at the election of the Superintendent, to consider the appeal and for the Superintendent to present witnesses, information and evidence. The hearing shall be

scheduled for a date mutually acceptable to the Board and Superintendent within 45 days after the appeal is submitted, unless extended by mutual agreement. The Superintendent may be represented by counsel at the hearing at their own expense. If the hearing does not resolve the matter, the Superintendent may request binding arbitration by filing a demand for arbitration with the American Arbitration Association within 30 calendar days after the hearing, or within 45 days after the appeal if no hearing is held.

- 11. Notice of Nonrenewal. The Superintendent shall give at least ninety (90) days' notice in writing to the District of the Superintendent's intention to terminate this Agreement. The decision of whether to renew or extend this Agreement is solely within the discretion of the Board. The Superintendent acknowledges that he has no expectation of employment beyond the expiration of the Term. Non-renewal of this Agreement by the District in the year of its expiration shall be accomplished through the procedures specified in Section 1229 of the Revised School Code.
- 12. **Tenure.** Continuing tenure of Superintendent in any administrative or supervisory capacity is hereby specifically withheld.
- 13. 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 receive written charges, notice of hearing, and a fair hearing before the Board of Education, including the right to be heard and to present witnesses. If the Superintendent chooses to be accompanied by legal counsel at the hearing, the cost shall be the Superintendent's responsibility. If the contract is terminated prematurely, the Superintendent shall be paid their entire total compensation for the remaining days/years of the contract, up to the remaining total compensation cash value, unless the termination was for just cause.

14. 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.

- 15. <u>Amendment.</u> 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.
- 16. <u>Termination of previous Employment Agreement</u>. At the time of execution of this Agreement, the Superintendent is employed by the District as Assistant Superintendent pursuant to an employment agreement set to expire on June 30, 2026. That employment agreement shall terminate effective June 30, 2025. As of the commencement of the Term set forth in this Agreement, the District shall have no further obligations to the Superintendent under the prior employment agreement.

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

JACKSON PUBLIC SCHOOLS

By: (BOARD PRESIDENT

JEREMY PATTERSON