

EAST JACKSON COMMUNITY SCHOOLS
EMPLOYMENT AGREEMENT
(Superintendent)

THIS AGREEMENT is made and entered into this 25th day of July 2016, between the **EAST JACKSON COMMUNITY SCHOOLS** ("District") and Stephen L. Doerr ("Superintendent").

The District agrees to employ Stephen L. Doerr as Superintendent of Schools on the terms and conditions set forth in this Agreement.

1. **Term.** This Agreement shall take effect on August 1, 2016, and continue in force thereafter through June 30, 2019, subject to extension and termination as provided in Paragraphs 5 and 15 (the "term").

2. **Duties.** During the term of this agreement and any extension or renewal thereof, the Superintendent agrees to perform all of the responsibilities of this position, as described in the East Jackson Community Schools Bylaws and Policy number 1230, and the following:

- (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 as the chief operating officer;
- (d) Keep the Board of Education cognizant of information which may be of importance to its members;
- (e) Prepare an agenda 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 in draft form by April 30 each year, submit it to the Board of Education for approval no later than June 28 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 the 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 towards the goals;
- (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 the Superintendent has or will obtain and 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. By State statute, the Superintendent must enroll in the state mandated School Administrator certification program within six (6) months of his hire date, or February 1, 2017; and, complete this certification program within three (3) years of his hire date, or August 1, 2019. The Board also requires the Superintendent to complete, the Michigan Leadership Institute's Superintendent's Academy by

November 30, 2016. If the Superintendent fails to obtain or 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. **Evaluation.** Annually, but no later than the 3rd day of May of each year during the term of this Contract, the Board of Education shall review with Superintendent his performance.

5. **Extension.** This Agreement may be extended by option of the District or by operation of law, as follows:

A. **Board Option.** The Board of Education, no later than the 30th day of April of each year during the term of this Agreement, may extend the Agreement for an additional one-year period. The Board of Education, in its sole discretion and with or without cause, may decline to extend this Agreement for an additional year.

B. **Operation of Law.** Superintendent's appointment in such capacity is renewable for an additional 1-year period unless Superintendent receives written notice of nonrenewal from the District at least ninety (90) days prior to the expiration of the term hereof (no later than May 3, 2019), as required by Section 1229 of the Revised School Code, as amended.

6. **Tenure Exclusion.** This Agreement does not confer tenure upon the Superintendent in the position of Superintendent, or any other administrative position in the District.

7. **Compensation.** The District shall pay the Superintendent a first year base salary of \$82,500.00 (based on an annual base salary of \$90,000.00 dollars prorated for eleven months) for the period from August 1, 2016 through June 30, 2017; a second year base rate of \$93,000.00 dollars for the period from July 1, 2017 through June 30, 2018; and, a third year base rate of \$96,000.00 dollars for the period from July 1, 2018 through June 30, 2019. The first year base salary shall be paid in two installments of \$3,437.50 and 21 installments of \$3,601.19. The base salary for all subsequent years shall be paid in 24 equal installments. When necessary to calculate a per diem rate, the rate will be arrived at by dividing the base salary by 220 days (year one \$409.00; year two \$423.00; year three \$437.00 per diem). The District retains the right to adjust the annual salary of Superintendent during the term of this Agreement, but any such salary adjustment shall not reduce the annual salary below an annual salary of \$90,000.00 during the term of this agreement. Any adjustment in salary made during the term of this Agreement shall be in the form of a written amendment and, when executed by Superintendent and the District, shall become a part of this agreement.

8. **Incentive Compensation.** The Superintendent shall receive an additional \$3,000.00 of incentive compensation, to be paid on the last payroll of the first two years of this agreement, provided he successfully meets the annual goals set forth by the Board.

9. **Annuity.** Superintendent shall, during each year of the term, receive a District paid annual contribution to a tax deferred annuity selected by Superintendent in the amount of \$3,000.00. 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 sheltered 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.

A. The District agrees to increase the amount of the annual annuity contribution by \$1,000.00 provided the Superintendent has completed the Michigan Leadership Institute's Superintendent's Academy.

B. The District further agrees to increase the amount of annual annuity contribution by an additional \$2,000.00 provided the Superintendent has acquired the state mandated School Administrator certification.

10. **Retirement Contribution.** The District shall make any statutorily required retirement contribution on behalf of the Superintendent.

11. **Vacation, Holidays and Paid Leaves.**

A. **Vacations.** Superintendent shall be entitled to a total vacation period of twenty (20) days per year to be taken at a time mutually agreeable to the District and Superintendent. Not more than 5 vacation days may be carried over to the next year. Carryover of vacation days may only occur if the Superintendent uses a minimum of 10 vacation days during Winter Break and Spring break.

B. **Holidays.** Superintendent shall not be required to work on the following holidays which are now recognized by the District: New Year's Eve Day, New Year's Day, Good Friday (if school is not in session), Memorial Day, July 4th, Labor Day, Thanksgiving Day, the Friday following Thanksgiving, Christmas Eve Day and Christmas Day. When New Year's Day and Christmas Day occur on a Thursday the next day (Friday) will also be observed as a paid holiday. If President's Day and Martin Luther King Day are observed as holidays by the District's teaching staff, Superintendent shall not be required to work on those days. The Superintendent shall work one-half of the school calendar Christmas recess and all of the school calendar spring vacation recess unless personal business or vacation time is used. The Superintendent shall use the appropriate business office employee absence form or electronic system to record all vacation and leave of absence times permitted by this contract.

C. **Paid Sick and Family Illness Days.** At the beginning of each year of this agreement, Superintendent shall be granted fifteen (15) days of paid sick leave to be used for absences caused by illness or physical disability to himself or an immediate family member, and/or medical appointments. Immediate family is defined as spouse, son, daughter, father, mother, brother and sister. Unused sick days shall accumulate to a maximum of ninety (90) days.

Additionally, the Superintendent may be granted up to five (5) days per year of emergency illness leave for situations involving critical illness of an immediate family member. These days will not be deducted from the Superintendent's sick leave bank.

D. **Personal Days.** Superintendent shall be granted three (3) personal days which may be used at his discretion. Any unused personal days shall be credited to the Superintendent's accumulation of unused sick days (reference paragraph C above).

E. Bereavement. The Superintendent shall be allowed a maximum of five (5) working days for bereavement, not to be deducted from sick leave, for deaths in the immediate family, previously defined, and the following extended family members: mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, and grandparents. Any additional days will be granted at the discretion of the Board.

F. Jury Leave. Superintendent shall be granted paid leave to serve on a jury provided all jury fees are paid to the District.

G. Payment for Unused Sick and Vacation Days. Upon separation of employment and within 30 days of separation, the District shall pay for a maximum of 5 sick days if accrued by the Superintendent at the per diem rate. Likewise, a maximum of 10 days of accrued vacation shall be paid at the per diem rate.

12. Insurance Benefits. The Superintendent (and his family, if applicable) shall receive medical, vision, and dental insurance benefits provided by the District consistent with the other non-union employees in the employ of East Jackson Community Schools. The Superintendent will be responsible for a portion of the health insurance premium, consistent with state law and Board policy. If the Superintendent has medical, vision, and/or dental insurance coverage through a spouse or prior employer, the Superintendent may elect to receive cash in lieu of said coverage, which may be taken as additional compensation or used, to the extent possible, to purchase pre-tax benefits.

The Board will maintain, on behalf of the Superintendent, the following insurance benefits during the term of this agreement, provided that he makes application for:

- A. \$50,000 Group Accidental Death & Dismemberment Coverage
- C. \$50,000 Group Term Life Coverage
- D. Group Long Term Disability Insurance Coverage

The Board may also provide the opportunity to select from available optional benefits during the applicable annual open enrollment time period, or within the first thirty (30) days of employment with the district. For example, the following may be available during a benefit year: hospital confinement, short term disability, dependent life, supplemental term life and AD & D, survivor income, etc. Consult the insurance company manual for options and definitions. Some policies may allow enrollment changes to accommodate family status changes. A new enrollment insurance application is required to change options or family status.

The Board agrees to provide the mentioned benefit programs within the underwriting rules and regulations as set forth by the carrier(s) in the master contract held by the policyholder. To be eligible for the said coverage (or increases in coverage), the Superintendent must fulfill the "at work requirements" with this district before benefits are effective. Additionally, all insurance coverages are dependent upon Superintendent submitting required enrollment information.

Changes in family status shall be reported by the Superintendent to the school business office within 30 days of such change. The Superintendent shall be responsible for any overpayment of premiums made by the Board on his behalf for failure to comply with this paragraph.

13. Medical Exam. At the District's request and expense the Superintendent may be required to submit to a physical examination, including drug and alcohol testing, by a licensed physician or qualified examiner selected by the District, provided the examination is job related and consistent with job necessity.

14. **Transportation and Other Expenses.**

A. **Transportation.** The District may provide the Superintendent with transportation for official performance of his duties or shall pay to the Superintendent a mileage rate as determined by the Michigan Department of Management & Budget (VTR) for travel on District business when the Superintendent utilizes his personal car for such authorized transportation.

B. **Other Expenses.** The District shall reimburse the Superintendent for all other actual and necessary expenses incurred by the Superintendent in the performance of his duties. Said expenses shall be presented to the Board of Education for its approval at the next regular meeting following the date on which the expenses were incurred. Such expenses shall include professional dues, approved state conferences and workshops, two professional development opportunities each school year; subject to allocated limitations of the general fund line item budget.

15. **Termination.** The Superintendent will not be discharged for a reason that is arbitrary or capricious. The Superintendent will not be discharged without written notice. In the event of discharge, the opportunity for a formal public hearing will be made available to the Superintendent within ten (10) days of the written notice.

In the event the Superintendent is discharged for reason that is not arbitrary or capricious, and in order to facilitate the Superintendent's transition into other employment, the parties reserve the right to negotiate a settlement of final payment not to exceed the equivalent of six (6) months total compensation (or the balance of the contract term, if lesser), as defined by this agreement. If the parties are not able to reach a mutual agreement in this circumstance, three months of the scheduled salary will be paid.

16. **Moral Turpitude.** The Superintendent is prohibited from engaging in any act of moral turpitude. This contract will become null and void if it is determined by due process that the Superintendent has violated this requirement.

17. **Professional Liability Protection.** The District shall indemnify Superintendent against expenses (including attorney's fees) and amounts paid in settlement actually and reasonably incurred by him in connection with the defense of any civil, criminal or administrative action, suit or proceeding in which he is made a party or with which he is threatened, by reason of being or because of any act as Superintendent, within the course and scope of his duties and employment hereunder if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the District, and with respect to any criminal action or proceeding, he had no reasonable cause to believe his conduct was unlawful. Notwithstanding the foregoing, he may not be entitled to any indemnification in relation to matters to which he shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of his duties, subject to review and advise of the District's liability career.

18. **Use of School Facilities and Technological Equipment.**

A. Superintendent shall be allowed use of school facilities for family wellness and personal discretionary activities which do not conflict with or cause damage to the operation of the District. Superintendent shall, however, compensate the District for any consumed items or materials at cost.

B. The District will provide the Superintendent with productivity tools such as, but not limited to, a Laptop Computer, I-pad, etc. Use of this equipment is subject to all Districts policies governing the use of District supplied equipment.

19. **Outside Activities Leave.** Superintendent may be allowed a maximum of two (2) working days of professional leave to offer his special services and expertise, and he may be compensated additionally for consultant service from agencies or governmental units directly in addition to his Board paid salary.

20. **Severability.** If any provision of this contract is ruled illegal or unenforceable by a court of competent jurisdiction, the remainder of the contract not affected by the ruling shall remain valid and in effect.

21. **Governing Law.** This contract is governed by and shall be interpreted in accord with the laws of the State of Michigan.

22. **Arbitration and Governing Law.**

A. Any and all disputes under this Agreement shall be submitted to binding arbitration pursuant to the 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.

23. **Entire Agreement and 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.

24. **Role of the Board of Education and Superintendent.** The Board, individually and collectively, shall promptly refer all criticisms, complaints and suggestions called to its/their attention to the Superintendent for study and recommendation, and shall refrain from individual interference with the administration of school policies, except through Board action.

In addition to directing that all complaints/criticisms/suggestions concerning the District or any of its personnel be forwarded directly to the Superintendent as set forth above, the Board agrees that it shall work with the Superintendent in a spirit of cooperation and team work, and shall provide Superintendent with periodic opportunities to discuss Board/Superintendent relationships. Whenever it is deemed desirable by either a majority vote of the Board, or by the Superintendent, an outside advisor will be mutually selected and shall be paid by the District, to

facilitate discussion of the relationships of the two parties, in the advancement of the best interest of the District.


IN WITNESS WHEREOF, the parties have signed this Employment Agreement as of the day and year written on the opening paragraph.

EAST JACKSON COMMUNITY SCHOOLS

Date: 8/8/16

By: 
President, Board of Education

By: 
Vice President, Board of Education

By: 
Secretary, Board of Education

By: 
Treasurer, Board of Education

By: 
Trustee, Board of Education

By: 
Trustee, Board of Education

By: 
Trustee, Board of Education

Date: 8/8/16

Stephen L. Doerr, Superintendent



EAST JACKSON COMMUNITY SCHOOLS
OFFICE OF THE SUPERINTENDENT

Steve Doerr
Superintendent

1404 N. Sutton Road

Jackson, Michigan 49202

(517) 764-2090
FAX (517) 764-6033

June 26, 2017

Letter of Agreement

At the request of Superintendent Stephen Doerr, his employee contract will be amended as follows in section 7:

7. **Compensation.** The District shall pay the Superintendent during the second year base rate of \$90,000.00 dollars for the period from July 1, 2017 through June 30, 2018.

This written amendment is executed by the superintendent of the district and the Board of Education on June 26, 2017.

Stephen Doerr, Superintendent

Board Of Education Secretary

Together WE Thrive!



May 15, 2019

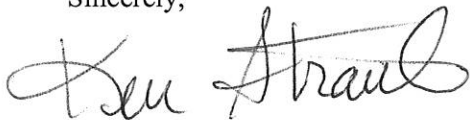
Darci-

It has come to my attention that the language in the contract for the EJ superintendent limits the incentive payment in article 8 to the first 2 years of the employment agreement. It is my understanding that the intention of board would be to continue this incentive payment beyond the first 2 years.

The present employment contract with the superintendent is scheduled for update at the June 24, 2019 meeting. Addendum language will be brought to the board for approval, which should include this change in article 8 retroactively through the beginning of the contract at the June 24 meeting. Since Mr. Doerr's performance has included the completion of district goals since the beginning of his contract, it is my recommendation that the incentive payment be made to Mr. Doerr, at his request in order to streamline payroll operations for the 18-19 fiscal year. In the rare event that the EJ board does not fully execute the addendum language mentioned above on June 24, Mr. Doerr's salary will need to be adjusted accordingly or this amount will need to be refunded by him to the district.

Please let me know if you have any questions or concerns on this matter.

Sincerely,

A handwritten signature in cursive script that reads "Ken Straub". The signature is written in black ink and is positioned above the typed name.

Ken Straub
EJ Board President

East Jackson Community Schools
Employment Agreement Addendum
(Superintendent)

This addendum is made and entered into this 24th day of June, 2019 between East Jackson Community Schools ("District") and Stephen L. Doerr ("Superintendent"). This addendum is a modification of the original agreement, approved by the Superintendent and the District and is reflected in the board minutes of August 8, 2016. The following is executed as modified terms of the contract extended by the District:


5. Extension. *This agreement is extended for period of additional one (1) year to be in effect through June 30, 2021.*

7. Compensation. *The District shall pay the Superintendent a base salary of \$96,500 for service during the time period from July 1, 2019 through June 30, 2020, and \$99,500 for the period from July 1, 2020 through June 30, 2021. The base salary will be paid in installments. When necessary to calculate a per diem rate, the rate will be arrived at by dividing the base salary by 220 days. The District retains the right to adjust the annual salary of the Superintendent during the term of this agreement, but any such salary adjustment shall not reduce the annual salary below an annual salary of \$96,500 during the term of this agreement. Any adjustment in salary made during the term of this Agreement shall be in the form of a written amendment and, when executed by the Superintendent and the District, shall become a part of this agreement.*

8. Incentive Compensation. The Superintendent shall receive an additional \$3,000 of incentive compensation, ~~to be paid on the last payroll of the first two year of this agreement~~, provided he successfully meets that annual goals set forth by the Board.

18. Use of School Facilities. Superintendent shall be allowed use of school facilities for family wellness and personal discretionary activities, *including occasional use of a school vehicle*, which do not conflict with or cause damage to the operation of the District. Superintendent shall compensate the district for any consumed items of materials at cost.

All other terms of the Agreement remain intact through the newly revised term of the Agreement.


Ken Straub, Board President

Date: 7/8/19


Stephen L. Doerr, Superintendent

Date: 7/8/19

East Jackson Community Schools
Employment Agreement Addendum
(Superintendent)

This addendum is made and entered into this 22th day of June, 2020 between East Jackson Community Schools ("District") and Stephen L. Doerr ("Superintendent"). This addendum is a modification of the original agreement, approved by the Superintendent and the District and is reflected in the board minutes of August 8, 2016. The following is executed as modified terms of the contract extended by the District:

5. Extension. *This agreement is extended for period of additional one (1) year to be in effect through June 30, 2022.*

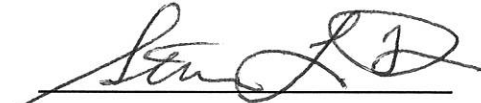
7. Compensation. *The District shall pay the Superintendent a base salary of \$98,430 for service during the time period from July 1, 2020 through June 30, 2021, and \$103,430 for the period from July 1, 2021 through June 30, 2022. The base salary will be paid in installments. When necessary to calculate a per diem rate, the rate will be arrived at by dividing the base salary by 220 days. The District retains the right to adjust the annual salary of the Superintendent during the term of this agreement, but any such salary adjustment shall not reduce the annual salary below an annual salary of \$98,430 during the term of this agreement. Any adjustment in salary made during the term of this Agreement shall be in the form of a written amendment and, when executed by the Superintendent and the District, shall become a part of this agreement.*

8. Incentive Compensation. The Superintendent shall receive additional \$3,000 **merit pay** incentive compensation, provided the successful completion of annual goals set forth by the Board.

All other terms of the Agreement remain intact through the newly revised term of the Agreement.



Ken Straub, Board President



Stephen L. Doerr, Superintendent

Date: 6-22-2020

Date: 6/22/2020