



THRUN

LAW FIRM, P.C.

U.S. MAIL ADDRESS
P.O. BOX 2575, EAST LANSING, MI 48826-2575
PHONE: (517) 484-8000 FAX: (517) 484-0001

ALL OTHER SHIPPING
2900 WEST ROAD, SUITE 400
EAST LANSING, MI 48823-6386

GORDON W. VANWIJEN, JR.
MARTHA J. MARCERO
LISA L. SWEM
JEFFREY J. SOLES
ROY H. HENLEY
MICHAEL D. GRESENS

CHRISTOPHER J. IAMARINO
RAYMOND M. DAVIS
MICHELE R. EADDY
KIRK C. HERALD
MARGARET M. HACKETT
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ROBERT A. DIETZEL
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PIOTR M. MATUSIAK
JESSICA E. McNAMARA

RYAN J. MURRAY
ERIN H. WALZ
MACKENZIE D. FLYNN
KATHRYN R. CHURCH

LISA L. SWEM
(517) 374-8846
lswem@thrunlaw.com

April 19, 2022

Confidential: Attorney-Client Privileged Communication

Board of Education
Jackson Public Schools
Jackson, Michigan

Re: Investigation Report

Dear Members of the Board of Education:

Pursuant to Board action on March 15, 2022, the Board of Education authorized me to investigate Trustee Kesha Hamilton's February 15, 2022, complaint that Superintendent Jeff Beal engaged in alleged "harassment, bullying, threats and refusal to follow a directive immediately after the January 18, 2022, Board meeting." (Complaint attached as Exhibit A)

Board Policy 1439 addresses administrator discipline and requires "an investigation of any alleged act or omission by an Administrator that could result in disciplinary action." (Policy attached as Exhibit B) Consistent with Policy 1439, Superintendent Beal received oral and written notice of Trustee Hamilton's complaint. The investigation included interviews of appropriate persons as well as a meeting the Superintendent Beal so he could respond to the complaint.

Investigation Scope

To prepare for witness interviews, I reviewed Ms. Hamilton's complaint, applicable Board Policies, as well as minutes of the January 18, 2022, Board meeting, and media reports. I also reviewed the video of the January 18, 2022, Board meetings. I interviewed the following persons via Zoom:

Trustee Kesha Hamilton – Complainant
Superintendent Jeff Beal – Respondent
President Angela Mitchell – Witness
Vice-President Pamela Fitzgerald – Witness
Treasurer Erin White – Witness
Secretary Cheryl Simonetti – Witness
Trustee Libby Brown – Witness
Trustee Shalanda Hunt – Witness
Ass't. Superintendent, Secondary Curriculum William Patterson – Witness
Ass't. Superintendent, Elementary Curriculum Julie Baker – Witness
Ass't. Superintendent, Communications Kriss Giannetti – Witness



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Executive Assistant to the Superintendent, Michele Oxley – Witness

I also had a telephone conversation with Brad Banasik, MASB Legal Counsel

Complaint Allegations

On February 15, 2022, Trustee Kesha Hamilton filed with the Board of Education the attached complaint of “harassment, bullying, threats and refusal to follow a directive in an appropriate time frame suffered from Superintendent Jeff Beal upon superior officer and duly elected official Jackson Public School Board Trustee Kesha Hamilton on January 18, 2022.” In her interview, Trustee Hamilton said that “harassment and bullying are similar” and that Superintendent Beal was “totally disrespecting that I’m his boss.”

Trustee Hamilton alleges that “immediately after” the January 18, 2022, Board meeting, Superintendent Beal “aggressively approached” her, with his “hand on hip [and] finger extended,” as he encroached on Trustee Hamilton’s “personal space” while “looming over the table” and “vocalizing loudly with great anger threats to bring a lawsuit against her based on ‘defamation of character’.”

Trustee Hamilton alleges that she “firmly” directed Superintendent Beal to “walk away”. Instead, Superintendent Beal allegedly “chose to ignore” this directive while “continuing to threaten and loom over the table” and into Trustee Hamilton’s “personal space.”

Trustee Hamilton alleges that Superintendent Beal “lost control of his emotions, intentionally misconstrued the conversation and has been attempting to hijack the narrative.” At her interview, Trustee Hamilton said that the Superintendent engaged in these actions when he spoke at the end of Board comment. Trustee Hamilton explained that Superintendent “misconstrued the conversation” and “hijack[ed] the narrative” by continuing to focus on the legality of his employment contract and compensation, instead of providing an understanding as to “why the numbers change.”

Trustee Hamilton also alleges that approximately one week later, Superintendent Beal showed up unannounced to a public meeting that Trustee Hamilton facilitated, furthering his “harassment and bullying attempts.”

Board Policy 1662

In addition to Board Policy 1439 (Administrator Discipline), Trustee Hamilton’s complaint implicates Board Policy 1662 (Anti-Harassment). Board Policy 1662 applies to the “school community” which includes students, employees, Board members, agents, volunteers, and contractors. Policy 1662 encourages all members of the school community to promptly report incidents of “harassing conduct” so that it may be addressed “before it becomes severe, pervasive, or persistent.”



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Policy 1662 addresses the prohibited act of “harassment” which it defines as

Any threatening, insulting, or dehumanizing gesture, use of technology, or written, verbal or physical conduct directed against a student or school employee that:

- A. places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property;
- B. has the effect of substantially interfering with a student’s educational performance, opportunities, or benefits, or an employee’s work performance;
- C. has the effect of substantially disrupting the order and operation of a school.

While Policy 1662 encourages members of the school community to promptly report incidents of “harassing conduct” and states that the Board “will investigate all allegations of harassment,” intervening action is only required “where *unlawful* harassment is substantiated.” Policy 1662 defines “unlawful harassment” as

Discriminatory harassment based on race, color, national origin, sex (including sexual orientation and gender identity), disability, age, religion, height, weight, marital or family status, military status, ancestry, or genetic information (collectively, “Protected Classes”) that are protected by Federal civil rights laws....

Although Board Policy 5517.01 addresses bullying, its application is limited to students and does not apply to Trustee Hamilton’s complaint. Policy 1662, however, defines “bullying” in the context of “unlawful harassment” when

one or more persons “systematically and chronically inflict physical hurt or psychological distress on one (1) or more students or employees and that bullying is based upon one (1) or more Protected Classes, that is, characteristics that are protected by Federal civil rights laws. It is defined as any unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult or student, that is severe or pervasive enough to create an intimidating, hostile, or offensive educational or work environment; cause discomfort or humiliation; or unreasonably interfere with the individual’s school or work performance or participation....

Context

Many witnesses emphasized that “context” is important in understanding Superintendent Beal’s post-meeting encounter with Trustee Hamilton on January 18, 2022. As Trustee Hamilton noted in her interview, “It’s important to understand that this has been building. We’ve had some



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pretty intense meetings.” She added that the end of the January 18, 2022, meeting “sets the tone” for the post-meeting encounter with Superintendent Beal.

The minutes and recordings of the December 14, 2021, and January 18, 2022, Board meetings included comments made by Trustee Hamilton that questioned Superintendent Beal’s Employment Agreement. (Specific findings are noted below.)

Superintendent Beal and some witnesses believe that Trustee Hamilton ran for office for the purpose of removing him as SPS Superintendent. Trustee Hamilton denies that assertion and said in her interview, “I’m not out for his job. I just want answers to questions.” She added, “He’s not that important to me. He’s a dad, husband, and has family.”

Findings of Fact

Based on a preponderance of the evidence reviewed, I find that that the following facts have been substantiated:

1. At the December 14, 2021, Board meeting, Trustee Hamilton:
 - A. Commented that Superintendent Beal’s evaluation rating went from highly effective to effective and she would like the community to understand.
 - B. Asked questions about procedures for administrator raises and contract extension and requested additional information from legal counsel.
 - C. Presented a motion to postpone approval of the Superintendent’s Employment Agreement until February so further information can be gathered (motion failed 3-4).
 - D. Voted “no” on motion to approve the Superintendent’s Employment Agreement as presented (motion passed 5-2).
2. On December 15, 2021, at 2:24 pm, Superintendent Beal emailed a “letter of introduction” to Trustee Hamilton and District legal counsel Brendon Barry (email attached as Exhibit G) and additional information about the Superintendent’s contract.
3. On December 15, 2021, at 3:01 pm, Superintendent Beal forwarded this “letter of introduction” to all Board members (email attached as Exhibit H).
4. In her interview, Trustee Hamilton acknowledged that she “did not need Brendon Beer to tell her what the numbers are.” She said that she instead called MASB Attorney Brad Banasik because she has “more trust with Brad than Brendon.”



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5. In his interview, MASB Attorney Banasik acknowledged that he had a telephone conversation with Trustee Hamilton in early January 2022 regarding her concerns about Superintendent Beal's pay raises being beyond what they were supposed to be. Attorney Banasik reviewed the contract documents and said:
 - A. There was a "miscalculation error" and perhaps "some other little thing" but that "if it says X on the contract, that's what it is."
 - B. He found "nothing significant" in the documents he reviewed and recalled that the total cost of the miscalculation was "not substantial".
 - C. It is a "gross misinterpretation" if my comments to Trustee Hamilton were communicated in a manner to suggest that there was "something wrong."
6. The atmosphere at the January 18, 2022, Board meeting was tense and became more so at the meeting's end. Trustee Hamilton described the atmosphere as "the most intense meeting since I've been on the Board."
7. At the January 18, 2022, Board meeting, Trustee Hamilton:
 - A. Commented about each of the Superintendent goals as presented.
 - B. Voted "no" on the motion to approve the Superintendent's goals as presented (motion passed 5-2).
 - C. Questioned the Superintendent's pay raises for the last 5 years.
 - D. Stated that she had spoken with the MASB attorney about the Superintendent's contract, who confirmed what she was thinking is true – typo and lack of Board oversight.
8. At the end of the January 18, 2022, Board meeting, Superintendent Beal addressed Trustee Hamilton's comments about his contract made at both the December 14, 2021, and January 18, 2022, Board meetings. Superintendent Beal requested that District counsel, Brendon Beer, review the Superintendent's contract with the Board and confirm that every raise, contract extension, and language change has been approved by the Board. (January 18, 2022, minutes attached as Exhibit D)
9. The January 18, 2022, Board meeting was recorded and placed on the District's YouTube channel. At the end of Board comment, Superintendent Beal states at 1:21:22:

"Alright, I'm going to make comment Kesha to your. This is the second board meeting in a row where you've questioned whether or not I have received raises for which the Board has approved. I have provided you with those numbers. And now I'm going to request that the Board call in our District counsel, Brendon Beer, who I did put you in



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touch with, so that he can walk you through the contract so that it will help you understand that every year, every contract, the raise that I got was the raise that was approved by the Board of Education.”

10. At 1:21:57 of the recording, Trustee Hamilton states, “Thank you, um, Jeff. I already mentioned....”

Board President Angela Mitchell interjects and states “Thank you”.

Trustee Hamilton: “I’m going to make a statement....”

Superintendent Beal states” “No, Miss Hamilton.”

Trustee Hamilton: “I’m going to make a statement. I’m going to make a statement.”

President Mitchell: “No, we are on number 12. There is no new business.”

Trustee Hamilton: “I’m going to make a statement. Jeff, like I mentioned, I talked to MASB....”

President Mitchell: “Number ..., Kesha your comment time is done.”

Trustee Hamilton: “No, no, it’s not fair....”

President Hamilton: “So we are on number 13, the calendar....”

[Trustee Hamilton continues to speak while President Mitchell is addressing the calendar from 1:22:23 to 1:22:33]

President Mitchell [at 1:22:41]: “So, at this time I will entertain a motion for adjournment.”

11. The recording of the January 18, 2022, Board meeting:
- A. Concludes upon the meeting’s adjournment at 1:24:55 and does not include the Superintendent’s post-meeting encounter with Trustee Hamilton.
 - B. Reflects the Board table seating arrangement as depicted in attached Exhibit F, which is a labeled screen shot of the recording from the January 18, 2022, Board meeting.
12. Exhibit F also depicts the location of three Central Officer administrators at the meeting. Although the recording did not depict their location, witness testimony consistently placed those administrators at the location marked on Exhibit F.



13. Immediately after the January 18, 2022, Board meeting, Superintendent Beal left his seat at his end of the table, walked in front of the Board table, and approached Trustee Hamilton, who was at the opposite end of the table and “packing up” at the time.
14. In his post-meeting encounter with Trustee Hamilton, Superintendent Beal expressed his frustration with Trustee Hamilton, claimed that she was defaming him, and that if she continued to do so, he will contact his attorney. Note: although no witness recalled the exact wording of Superintendent Beal’s statement, all witnesses (including Trustee Hamilton) who heard Superintendent Beal identified the summarized facts above.
15. Superintendent Beal’s post-meeting encounter was very short, with most witnesses estimating a duration of approximately 10 seconds. Trustee Hamilton said that the encounter was 10-20 seconds. Those witnesses who observed the post-meeting encounter described the situation differently than the descriptions in Trustee Hamilton’s complaint.
 - A. *Superintendent Beal*: “I did not raise my voice. I did not yell. I did not lean over the table.” I stopped at the “general area between Trustee Brown and Trustee Hamilton.”
 - B. *President Mitchell*: Superintendent Beal appeared “frustrated with how the meeting went.” He had “one hand in his pocket and was talking with the other hand.” There was “no physical contact.” Trustee Mitchell did not hear Trustee Hamilton say anything.
 - C. *Vice-President Fitzgerald*: Superintendent Beal “was loud, but the whole place was loud as everyone was shutting down and packing up.” Superintendent Beal “always uses his hands when talking; that’s how he talks.” Superintendent Beal was “hurt upset” and his “face and ears were red.” Trustee Hamilton told Superintendent Beal to “step back” and he responded, “I’m not close.”
 - D. *Treasurer White*: Superintendent Beal was “never in front of” Trustee Hamilton; “at best” he was “in front of me.” Superintendent Beal’s demeanor was “upset” but “not as Trustee Hamilton described.” He did not recall Superintendent Beal pointing but acknowledged that he does “speak with his hands.” His tone was “serious, but not yelling or screaming.”
 - E. *Secretary Simonetti*: Superintendent Beal and Trustee Hamilton were “about four feet apart.” He “did not touch the table” and was “not in her personal space.” Superintendent Beal was “intentional and firm,” but “did not yell” (although noting that he “doesn’t have a soft voice”). Trustee Simonetti did not hear Trustee Hamilton say anything.
 - F. *Trustee Brown*: Superintendent Beal “did not lean over the table but was leaning in toward” Trustee Hamilton. He was not “close enough to touch [her and would] still

have to walk closer [to do so].” He was “red-faced, pointing his finger, and yelling,” but his closest proximity was the table mid-point. When Trustee Hamilton said, “get back,” Superintendent Beal “stopped and did not say anything more.”

- G. *Trustee Hunt*: Superintendent Beal walked to the end of the table in the vicinity of Trustee Hamilton. She did not hear any of the conversation but noted that Superintendent Beal was “fully engaged” but “not [for] long.” She described Superintendent Beal as “animated” and “pointing and moving his finger.” Trustee Hunt did not hear Trustee Hamilton say anything.
 - H. *Ass’t. Superintendent Patterson*: Superintendent Beal did not walk all the way in front of Trustee Hamilton; rather he was “one board member away” by Trustee Brown. The encounter was “nothing at the time.” Dr. Patterson did not hear Trustee Hamilton say anything.
 - I. *Ass’t. Superintendent Baker*: Acknowledged that Trustee Hamilton said something to Superintendent Beal, but “could not hear” the substance. Superintendent Beal’s demeanor was “very serious, but calm,” “respectful,” and used a “speaking voice” with the “same tone used in meetings with senior administration.” Superintendent Beal’s body language was “unremarkable” as he “took measured steps,” displayed “no unnecessary movement,” and kept his mask on. He “did not yell, point his finger, shake his fist, or touch the table.”
 - J. *Ass’t. Superintendent Giannetti*: Trustee Hamilton was “packing up” and appeared “angry”. Superintendent Beal “seemed nervous” and had a “shaky voice.” He “did not yell, did not touch, [and] did not invade her space.”
 - K. *Executive Assistant Oxley*: Only saw Superintendent Beal “get up and walk.” She did not see or hear anything else.
16. On January 27, 2022, Superintendent Beal attended the “Community Reads” meeting hosted by “Racing4Equity” at the Jackson District Library and facilitated by Trustee Hamilton.
- A. Trustee Shalanda Hunt invited Superintendent Beal to attend this meeting.
 - B. Trustee Hamilton stated in her interview that Trustee Hunt, in a closed session meeting, suggested that she and Superintendent Beal attend this meeting.
 - C. Superintendent Beal did not notify Trustee Hamilton that he would attend this meeting.
 - D. Although Trustee Hunt planned to attend this meeting with Superintendent Beal, she became ill and did not attend.

- E. Trustee Hamilton stated in her interview that:
- i. Trustee Hunt did not attend the meeting as “she said she got sick”.
 - ii. Superintendent Beal “did not speak “at the meeting and “just sat there.”
 - iii. She has no knowledge about the Superintendent’s intent and never asked him why he attended the meeting.
17. No evidence was presented, let alone substantiated, that either Superintendent Beal’s January 18, 2022, post-meeting encounter with Trustee Hamilton or his January 27, 2022, attendance at a public “Community Reads” meeting facilitated by Trustee Hamilton was motivated by discriminatory animus related to a “Protected Class” as identified by Policy 1662.
- A. Trustee Hamilton stated in her interview that:
- i. Superintendent Beal’s post-meeting encounter with her was motivated by the fact that he “is not accustomed to questions being asked” and being presented with “differences of opinion.”
 - ii. “That’s pretty much it,” as Superintendent Beal’s possible motives.
- B. Superintendent Beal stated in his interview that his January 18, 2022, post-meeting action was motivated by wanting Trustee Hamilton to either “specifically identify” the problem or “stop making false statements about my contract.”
- C. Superintendent Beal stated in his interview that he attended the January 27, 2022, public “Community Reads” meeting at Trustee Hunt’s invitation.
- D. No witness ascribed any discriminatory motive to Superintendent Beal actions at the January 18, 2022, Board meeting or the January 27, 2022 “Community Reads” meeting.
18. In her complaint, Trustee Hamilton alleges that Superintendent Beal “intentionally misconstrued the conversation and has been attempting to hijack the narrative.” In her interview, Trustee Hamilton explained that she was referring to her expressed concerns about the Superintendent’s pay raises. Superintendent Beal denies misconstruing the conversation, intentionally or otherwise, and likewise denies any attempt to “hijack the narrative” about his contract and compensation. The overwhelming information from witness interviews as well as from the recording of the January 18, 2022, Board meeting finds no evidence, let alone a preponderance of evidence, to substantiate this claim.
19. In her complaint, Trustee Hamilton said that she “felt very unsafe” when Superintendent Beal approached her after the January 18, 2022, meeting. While it is



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acknowledged that only Trustee Hamilton knows how she felt at that time and place, some witnesses said that they did not observe any behavior by Trustee Hamilton to suggest that she “felt very unsafe”.

Conclusion and Recommendation

Based on the definition of “harassment” and “bullying” in Policy 1662, there is no basis to substantiate the allegation that Superintendent Beal engaged in harassing or bullying behavior.

Superintendent Beal did warn Trustee Hamilton at the January 18, 2022, post-meeting encounter that if she continued to engage in defamatory action, he would contact his attorney. While it is acknowledged that only Trustee Hamilton knows how she felt at that time and place, there is no basis to conclude that Superintendent Beal’s statement was intended to inflict pain, injury, or damage to Trustee Hamilton. Further, a reasonable person would not construe the warning of contacting his attorney as a threat to inflict, injury, or damage to Trustee Hamilton.

Based on witness descriptions of the January 18, 2022, post-meeting encounter, a preponderance of the evidence does not establish that Superintendent Beal acted inappropriately towards Trustee Hamilton and did not refuse to comply with her directive to “walk away”.

There is no basis whatsoever to conclude that Superintendent Beal’s attendance at the January 27, 2022 “Community Reads” meeting was designed to harass and bully Trustee Hamilton.


As a matter of law, an individual Board Trustee is not the Superintendent’s “superior” or “supervisor” or “boss”. Instead, the Board of Education, as a body corporate, has supervisory responsibilities over the Superintendent. See e.g., MCL 380.1229(1) (board “shall” employ a superintendent); MCL 380.1249b (superintendent “shall” be evaluated by the board).

Accordingly, I find no substantiated misconduct attributable to Superintendent Beal arising from the allegations in Trustee Hamilton’s February 15, 2022, complaint.

I will attend tonight’s closed session meeting and respond to questions that you may have about my investigation report, as well as whether the Board should waive the attorney-client privilege and release this report as addressed in my April 18, 2022, correspondence to you.

Very truly yours,

THRUN LAW FIRM, P.C.



Lisa L. Swem

2/15/2022

To: Jackson Public School Board of Education & JPS Community
From: Board Trustees Kesha Hamilton
Subject: Harassment, Bullying, Threatening and Intimidation from Superintendent Jeff Beal

This letter is to address the harassment, bullying, threats and refusal to follow a directive in an appropriate time frame suffered from Superintendent Jeff Beal upon superior officer and duly elected official Jackson Public School Board Trustee Kesha Hamilton on January 18th, 2022.

Immediately following the January 18th, 2022 Jackson Public School Board meeting Superintendent Beal aggressively approached Board Trustee Hamilton, hand on hip, finger extended and in the personal space of Board Trustee Kesha Hamilton, while looming over the table and vocalizing loudly with great anger threats to bring a lawsuit against her based on 'defamation of character'.

Board Trustee Hamilton immediately felt very unsafe and was thrust into a fight, flight or freeze state. Her response was to speak loudly and firmly directing Superintendent Beal to 'Walk Away!' which Superintendent Beal chose to ignore while continuing to threaten and loom over the table and into the personal space of Board Trustee Hamilton.

Superintendent Beal furthered his harassment and bullying attempts by showing up unannounced roughly one week later to a public meeting that Board Trustee Hamilton facilitated.

Trustee Hamilton was threatened, felt bullied, harassed and was made to feel very unsafe by a subordinate during these incidents as a result of Superintendent Beal's behavior.

While healthy disagreement and discussion should occur at the board table, at no time is it appropriate for a Superintendent to threaten, bully, harass nor intimidate a superior duly elected official.

Superintendent Beal lost control of his emotions, intentionally misconstrued the conversation and has been attempting to hijack the narrative. This Board has an obligation to not only address his behavior because of this incident but also because Jeff's comfort level with expressing himself in such an intimidating way to his superior

begs the question 'how might he be conducting himself with those who are his subordinates'?

This letter will serve as an admonishment to Superintendent Jeff Beal, will be filed in his records and I am requesting that this board direct Superintendent Beal to seek and obtain anger management training from a Board approved source within 45 days. I also suggest that we create a board policy to address behaviors such as these when they arise.

Signed

Kesha Hamilton



Book	Policy Manual
Section	1000 Administration
Title	ADMINISTRATOR DISCIPLINE
Code	po1439
Status	Active
Adopted	January 17, 2018

1439 - ADMINISTRATOR DISCIPLINE

Whenever it becomes necessary to discipline an Administrator, the Superintendent shall utilize the following principles and procedures. The Board, or its designee, shall utilize the following principles and procedures if the Superintendent is the subject of the disciplinary action.

The Superintendent/Board shall conduct an investigation of any alleged act or omission by an Administrator that could result in disciplinary action. The Administrator shall be provided with oral or written notice of the issue or incident being investigated.

The investigation shall include, at a minimum, interviews of appropriate persons and a meeting with the subject Administrator to allow the Administrator an opportunity to respond to the complaint. Prior notice of this meeting shall be provided to the Administrator for any discipline that may result in a suspension or loss of pay.

After completion of the investigation, if discipline is to be imposed, the Administrator shall receive written notice of the discipline and this notice shall also be placed in the Administrator's file.

Discipline may include, but is not limited to:

- A. written warning;
- B. written reprimand;
- C. suspension (paid or unpaid);
- D. discharge;
- E. financial penalty in accordance with Michigan law.

The District does not have to apply discipline in a progressive manner, but, rather, may impose discipline consistent with seriousness of the Administrator's conduct, as determined by the District. Additionally, nothing in this policy limits the District's right to take other appropriate action, such as placing an Administrator on administrative leave during the pendency of an investigation or issuing a counseling memorandum, which is considered instructional, not disciplinary.

The Superintendent's decision to impose any disciplinary action that is not subject to Board review is final.

Discharge, demotion or non-renewal of an Administrator may only be imposed by the Board in adherence with the requirements of the Revised School Code.

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JACKSON PUBLIC SCHOOLS
Board of Education Minutes
Regular Meeting
December 14, 2021

The Board of Education of the Jackson Public Schools held a Regular Meeting at 5:45 p.m. on Tuesday, December 14, 2021 at Jackson High School, 544 Wildwood Ave., pursuant to notice duly given.

Present: Cheryl Simonetti, Angela Mitchell, Libby Brown, Shalanda Hunt, Kesha Hamilton, Pam Fitzgerald, Erin White

Approval of Agenda

Cheryl asked to move the Minutes to Action so she can provide an amendment to the November 16 Board Minutes. There were no objections.

Motion by P. Fitzgerald, supported by E. White, to approve the agenda as amended. Motion carried unanimously.

Superintendent's Report

Believe the Hype – the district has distributed staff appreciation gifts; the Jackson County Health Department will be offering vaccine clinics in January; Center for Family Health will be offering elementary vaccine clinics; ESSER survey results have started to come in; EOP work summary – door assessment, leadership retreat and active shooter training coming for all buildings.

Construction Update – The Superintendent provided an update on the projects at Parkside. Bids are coming for Jackson High and Sharp Park. The work at the JHS fieldhouse is continuing.

Consent Agenda

The consent agenda consisted of the following items:

- 21-22-52 Human Resources
- 21-22-53 Monthly Financial Report, November
- 21-22-54 Bond Financial Report, November
- 21-22-55 JHS Stadium Project Financial Report, November

Motion by P. Fitzgerald, supported by C. Simonetti, to approve the consent agenda as presented. Motion carried unanimously.

Citizens Requesting to Address the Board

Will Hastings
Fred Trexler

Discussion Items

21-22-56 ESSER III Survey Update

The District sent surveys to over 11,000 households as well as soliciting feedback electronically. The results will be used to determine how the district should best utilize the ESSER III funds to address learning loss, ongoing COVID-19 recovery, and federal program grant funds.

Action Items

21-22-51 Minutes

Cheryl Simonetti presented a revision to the minutes from the November 16 Board meeting. There was no objection to the revision.

Motion by C. Simonetti, supported by E. White, to approve the item as presented. Motion carried unanimously.

21-22-57 Policy 6152, Student Fees, Fines & Supplies, 2nd Reading/Adoption

Motion by L. Brown, supported by S. Hunt, to adopt the policy as revised. Motion carried unanimously.

21-22-58 2022 Summer Property Tax Levy Resolution

Motion by P. Fitzgerald, supported by L. Brown, to adopt the 2022 Summer Property Tax Levy Resolution as presented. Motion carried unanimously.

21-22-59 Parkside Blinds

It was clarified that this will also include Fourth Street Learning Center.

Motion by E. White, supported by L. Brown, to approve the quote from Product Resource Company in the amount of \$51,200 as presented. Motion carried unanimously.

21-22-60 2021/22-1 Budget Amendment

Motion by L. Brown, supported by C. Simonetti, to approve the 2021/22-1 budget amendment as presented. Motion carried unanimously.

21-22-61 Superintendent Evaluation

The Board completed the superintendent evaluation on December 9, 2021. Pam Fitzgerald prepared the summary of the evaluation rubric and the comments that were submitted by individual Board members. The overall rating was a 3.37 Effective.

Ms. Hamilton commented that the rating went from highly effective to effective; would like the community to understand.

Ms. Simonetti commented that it is unfortunate that the data scores have impacted Jeff's scores. She feels he is highly effective.

Motion by E. White, supported by P. Fitzgerald, to approve the Superintendent Evaluation as presented. Motion carried unanimously.

21-22-62 Superintendent Employment Agreement

Ms. Hamilton asked about the process for giving raises; since 2014 have granted an extension to the contract and also increased salary each year. Wondered if this is the same process used with our teachers and administrators. Would like additional information from legal counsel.

Ms. Brown feels that usually when asking for an extension, it is for one year.

Ms. Fitzgerald shared that it is customary for administrators to have rolling contracts so they have assurances.

Motion by Ms. Hamilton, supported by L. Brown, to postpone this item until February so further information can be gathered. Motion failed 3-4 (No-White, Fitzgerald, Simonetti, Mitchell).

Motion by P. Fitzgerald, supported by E. White, to approve the superintendent employment agreement as presented. Motion carried 5-2 (No-Brown, Hamilton).

New Business

Jeff outlined the process for the election of officers at the upcoming organizational meeting in January. The Board members were given an opportunity to indicate if they are interested in retaining their current positions or switching positions.

Angela	would like to remain President
Shalanda	will remain a Trustee
Pam	would be interested in Vice President
Cheryl	would like to remain Treasurer
Erin	will be happy to serve in whatever capacity is needed
Libby	expressed that this procedure is being done differently – told that she would be the next President
Kesha	not seeking officer position

A healthy discussion took place about the officer elections. Jeff concluded by indicating that this is a new conversation and if someone is interested they will be able to put their names forward through nomination.

Board Comments

C. Simonetti	hope everyone has a safe/happy holiday
P. Fitzgerald	thanked Cheryl for Christmas mask; the school play was excellent
A. Mitchell	music department did an amazing job during the concert season

Calendar

- January 18, 2021 – Organizational Meeting/Regular Board Meeting; 5:45 pm; JHS Library

Adjournment

Meeting adjourned at 7:10 p.m.

Pamela Fitzgerald, Secretary

JACKSON PUBLIC SCHOOLS
Board of Education Minutes
Regular Meeting
January 18, 2022

The Board of Education of the Jackson Public Schools held its Organizational/Regular Meeting at 5:45 p.m. on Tuesday, January 18, 2022 at Jackson High School, 544 Wildwood Ave., pursuant to notice duly given.

Present: Cheryl Simonetti, Angela Mitchell, Libby Brown, Shalanda Hunt, Kesha Hamilton, Pam Fitzgerald, Erin White

Approval of Agenda

Kesha asked to move the Minutes to Action. There were no objections.

Motion by K. Hamilton, supported by S. Hunt, to approve the agenda as amended. Motion carried unanimously.

Organizational Meeting

21-22-63 Election of Officers

E. White nominated A. Mitchell for President. Motion carried 6-1 (No-Hamilton).

K. Hamilton nominated L. Brown and S. Hunt nominated P. Fitzgerald for Vice President.

Roll call vote:
Hamilton - Brown
Brown - Brown
White - Fitzgerald
Simonetti - Fitzgerald
Fitzgerald - Fitzgerald
Hunt - Fitzgerald
Mitchell - Fitzgerald

P. Fitzgerald nominated C. Simonetti for Secretary. Motion carried unanimously.

P. Fitzgerald nominated E. White for Treasurer. Motion carried unanimously.

The officers recited their oath of office.

21-22-64 Organizational Resolutions

- A. Schedule of Regular Board Meeting Dates: That the meeting dates for the 2022 calendar year shall be as follows: January 18, February 15, March 15, April 19, May 17, June 21, July 19, August 16, September 20, October 18, November 15 and December 13. The regular meetings will begin at 5:45 p.m. unless posted otherwise.
- B. Legal Advertisements: That *mLive Media Group* and *The Jackson Blazer* will be used for the purpose of legal advertisements as may be required by law.
- C. Name of each Committee and Charge:
 - Jackson County School Board Association
 - Jackson Parks and Recreation Board
 - Board Committees: Finance/Facilities, Policy, District Improvement

Members interested in joining, please let President Mitchell or the Superintendent's office know.

- D. Approval of Organizational Memberships: Michigan Association of School Boards, Greater Jackson Chamber of Commerce, Jackson Lunch Rotary Corporate, Non-Profit Network, and Jackson County NAACP.

- E. Delegation of Election Duties: Secretary of the Board of Education delegates the election duties to the Election's Officer of the Jackson Public Schools.
- F. Approval of Annual Retainer Contracts: Resolved, that Brendon Beer, Abbott, Thompson, Mauldin, Parker & Beer, PLC shall continue as legal counsel for the Board during the 2022 calendar year, provided that the Board may employ other legal counsel to handle matters as deemed appropriate by the Board.

Motion by E. White, supported by L. Brown, to approve items A-F as presented. Motion carried unanimously.

21-22-65 Financial Resolutions

Motion by P. Fitzgerald, supported by L. Brown, to approve the following depository institutions: Comerica Bank, County National Bank, Huntington Bank, True Community Credit Union, Baker Tilly, MiClass and PFM. Motion carried unanimously.

21-22-66 Adoption of Legal Reference Note

Motion by L. Brown, supported by S. Hunt, to adopt the Legal Reference Note as presented. Motion carried unanimously.

Superintendent's Report

School Board Member Appreciation Month - The Superintendent thanked Taher for the wonderful meal they provided to the Board; he also thanked the Board for their ongoing service to the district. The district has purchased books for each school to add to their libraries.

Believe the Hype – Kriss thanked the newly elected officers for their service; she highlighted the following: events/projects: kindergarten round up; working on new website; EOP project update; MLK events.

Construction Update – The Superintendent provided an update on the projects at Parkside. Bids are coming for Jackson High and Sharp Park. The work at the JHS fieldhouse is continuing.

Consent Agenda

The consent agenda consisted of the following items:

- 21-22-68 Human Resources
- 21-22-69 Monthly Financial Report, December
- 21-22-70 Bond Financial Report, December
- 21-22-71 JHS Stadium Project Financial Report, December

Motion by L. Brown, supported by P. Fitzgerald, to approve the consent agenda as presented. Motion carried unanimously.

Citizens Requesting to Address the Board

Gina Hastings
William Hastings
Helene
Marilyn Dowell
Jennifer Biddinger
Kathryn Keersmaekers

Discussion Items

21-22-72 Policy 8321, Criminal Justice Information Security (Non-Criminal Justice Agency), 1st Reading

In December, a Noncriminal Justice Agency (NCJA) Compliance Audit Review was conducted. During the course of the audit, they reviewed Board Policy 8321. We were asked to add one sentence to our policy so we are in compliance. No action required at this meeting. Second reading/adoption will be recommended in February.

Action Items

21-22-67 Minutes

Kesha Hamilton asked for a revision to the December 14 minutes to accurately reflect her comments.

Motion by K. Hamilton, supported by L. Brown, to approve the minutes as revised. Motion carried unanimously.

21-22-73 Superintendent Goals

Based on feedback over the previous year, the Superintendent goals were presented.

Deliberation about the goals took place. Ms. Hamilton commented on each of the goals. Ms. Simonetti also offered brief input.

Motion by P. Fitzgerald, supported by C. Simonetti, to approve the 2022 goals as presented. Motion carried 5-2 (No-Brown, Hamilton).

Board Comments

- K. Hamilton was able to speak with MASB attorney regarding the superintendent contract terms and information-confirmed what she was thinking is true; one year there was a typo; lack of oversight by Board.
- L. Brown thank you to Taher for the nice meal provided earlier in the evening
- E. White kudos to progress being made; very clear agenda of direct attack on Jeff's career is coming up at each meeting-incredibly disturbing and complete waste of time
- C. Simonetti again working on the Ambassador's auction – the Board will be providing a chocolate-themed basket for the auction; would like Board Goals to be on the February board agenda, including Board norms; completed Level III MASB certification-thank you to district for support
- P. Fitzgerald our COVID response has been outstanding; been able to keep kids in school as much as possible
- A. Mitchell thanked the Superintendent for his hard work leading our district

Jeff addressed Ms. Hamilton's comments from tonight and last month regarding his contract. He will now be requesting the Board call in district counsel, Brendon Beer, to walk through his contract to understand the process and that he can confirm that every raise, contract extension, language change has been approved by the Board.

Calendar

- February 10, 2022 - JCSBA Annual Meeting/Dinner, JACC, 5:30 pm (RSVP to Michele)
- February 15, 2022 - Regular Meeting, Jackson High School, 5:45 pm
- March 11, 2022 - JHS Viking Ambassador Online Auction

Adjournment

Meeting adjourned at 7:10 p.m.

Cheryl Simonetti, Secretary



Book	Policy Manual
Section	1000 Administration
Title	ANTI-HARASSMENT
Code	po1662
Status	Active
Adopted	July 13, 2015
Last Revised	September 21, 2021

1662 - ANTI-HARASSMENT

General Policy Statement

It is the policy of the Board of Education to maintain an education and work environment that is free from all forms of unlawful harassment, including sexual harassment. This commitment applies to all School District operations, programs, and activities. All students, administrators, teachers, staff, and all other school personnel share responsibility for avoiding, discouraging, and reporting any form of unlawful harassment. This policy applies to unlawful conduct occurring on school property, or at another location if such conduct occurs during an activity sponsored by the Board.

The Board will vigorously enforce its prohibition against discriminatory harassment based on race, color, national origin, sex (including sexual orientation and gender identity), disability, age, religion, height, weight, marital or family status, military status, ancestry, or genetic information (collectively, "Protected Classes") that are protected by Federal civil rights laws (hereinafter referred to as "unlawful harassment"), and encourages those within the School District community as well as Third Parties, who feel aggrieved to seek assistance to rectify such problems. The Board will investigate all allegations of harassment and in those cases where unlawful harassment is substantiated, the Board will take immediate steps to end the harassment, prevent its reoccurrence, and remedy its effects. Individuals who are found to have engaged in unlawful harassment will be subject to appropriate disciplinary action.

Other Violations of the Anti-Harassment Policy

The Board will also take immediate steps to impose disciplinary action on individuals engaging in any of the following prohibited acts:

- A. Retaliating against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation.
- B. Filing a malicious or knowingly false report or complaint of unlawful harassment.
- C. Disregarding, failing to investigate adequately, or delaying investigation of allegations of harassment, when responsibility for reporting and/or investigating unlawful harassment charges comprises part of one's supervisory duties.

Definitions

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Complainant is the individual who alleges, or is alleged, to have been subjected to unlawful harassment, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged harassment.

Respondent is the individual who has been alleged to have engaged in unlawful harassment, regardless of whether the Reporting Party files a formal complaint or is seeking an informal resolution to the alleged harassment.

School District community means students and Board employees (i.e., administrators, and professional and classified staff), as well as **Board members**, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

Third Parties include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off District property).

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means a business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

Bullying

Bullying rises to the level of **unlawful harassment** when one or more persons **systematically and chronically inflict physical hurt or psychological distress** on one (1) or more students or **employees** and that bullying is based upon one (1) or more **Protected Classes**, that is, characteristics that are protected by Federal civil rights laws. It is defined as any unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult or student, that is **severe or pervasive** enough to create an intimidating, hostile, or offensive educational or work environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school or work performance or participation; and may involve:

- A. teasing;
- B. threats;
- C. intimidation;
- D. stalking;
- E. cyberstalking;
- F. cyberbullying;
- G. physical violence;
- H. theft;
- I. sexual, religious, or racial harassment;
- J. public humiliation; or
- K. destruction of property.

"Harassment" means any threatening, insulting, or dehumanizing gesture, use of technology, or written, verbal or physical conduct directed against a student or school employee that:

- A. places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property;
- B. has the effect of substantially interfering with a student's educational performance, opportunities, or benefits, or an employee's work performance; or
- C. has the effect of substantially disrupting the orderly operation of a school.

Sexual Harassment

For purposes of this policy and consistent with Title VII of the Civil Rights Act of 1964 "sexual harassment" is defined as:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

- A. Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment, or status in a class, educational program, or activity.
- B. Submission or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual.
- C. Such conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity.

Sexual harassment may involve the behavior of a person of any gender against a person of the same or another gender.

Sexual Harassment covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities is not included in this policy. Allegations of such conduct shall be addressed solely by Policy 2266.

Prohibited acts that constitute sexual harassment may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

- A. Unwelcome sexual propositions, invitations, solicitations, and flirtations.
- B. Unwanted physical and/or sexual contact.
- C. Threats or insinuations that a person's employment, wages, academic grade, promotion, classroom work or assignments, academic status, participation in athletics or extra-curricular programs, activities, or events, or other conditions of employment or education may be adversely affected by not submitting to sexual advances.
- D. Unwelcome verbal expressions including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, profanity, jokes, or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls.
- E. Sexually suggestive objects, pictures, graffiti, videos, posters, audio recordings, or literature, placed in the work or educational environment, that may reasonably embarrass or offend individuals.
- F. Unwelcome and inappropriate touching, patting, or pinching; obscene gestures.
- G. Asking about, or telling about, sexual fantasies, sexual preferences, or sexual activities.
- H. Speculations about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.
- I. Giving unwelcome personal gifts such as lingerie that suggest the desire for a romantic relationship.
- J. Leering or staring at someone in a sexual way, such as staring at a person's breasts, buttocks, or groin.
- K. A pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another.
- L. In the context of employees, consensual sexual relationships where such relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism adversely affects other employees or otherwise creates a hostile work environment.
- M. Inappropriate boundary invasions by a District employee or other adult member of the School District community into a student's personal space and personal life.
- N. Verbal, nonverbal, or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.

Not all behavior with sexual connotations constitutes unlawful sexual harassment. Sex-based or gender-based conduct must be sufficiently severe, pervasive, and persistent such that it adversely affects, limits, or denies an individual's employment or education, or such that it creates a hostile or abusive employment or educational environment.

Race/Color Harassment

Prohibited racial harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's race or color and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets, and/or negative references relative to racial customs.

Religious (Creed) Harassment

Prohibited religious harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's religion or creed and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's religious tradition, clothing, or surnames, and/or involves religious slurs.

National Origin/Ancestry Harassment

Prohibited national origin/ancestry harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's national origin or ancestry and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's national origin or ancestry, such as negative comments regarding customs, manner of speaking, language, surnames, or ethnic slurs.

Disability Harassment

Prohibited disability harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's disability and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's disability, such as negative comments about speech patterns, movement, physical impairments or defects/appearances, or the like. Such harassment may further occur where conduct is directed at or pertains to a person's genetic information.

Reports and Complaints of Harassing Conduct

Members of the School District community, which includes all staff, and third parties are encouraged to promptly report incidents of harassing conduct to an administrator, supervisor, or other School District official so that the Board may address the conduct before it becomes severe, pervasive, or persistent. Any administrator, supervisor, or other District official who receives such a complaint shall file it with the District's Anti-Harassment Compliance Officer at his/her first convenience.

Members of the School District community or third parties who believe they have been unlawfully harassed by another member of the School District community or a third party are entitled to utilize the Board's complaint process that is set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the complaining individual's employment or participation in educational or extra-curricular programs. While there are no time limits for initiating complaints of harassment under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

If during an investigation of alleged bullying, aggressive behavior, and/or harassment in accordance with Policy 5517.01 - Bullying and Other Forms of Aggressive Behavior, the Principal believes that the reported misconduct may have created a hostile work environment and may have constituted unlawful discriminatory harassment based on a Protected Class, the Principal will report the act of bullying, aggressive behavior and/or harassment to one of the Anti-Harassment Compliance Officers who shall investigate the allegation in accordance with this policy. While the Compliance Officer investigates the allegation, the Principal shall suspend his/her Policy 5517.01 investigation to await the Compliance Officer's written report. The Compliance Officer shall keep the Principal informed of the status of the Policy 1662 investigation and provide him/her with a copy of the resulting written report.

Anti-Harassment Compliance Officers

The following individual(s) shall serve as the District's Anti-Harassment Compliance Officer(s) (hereinafter, "the Compliance Officer(s)"):

Dr. William Patterson
Assistant Superintendent
Jackson Public Schools
522 Wildwood Avenue
Jackson, MI 49201
517-841-2208
william.patterson@jpsk12.org

Mrs. Julie Baker
Assistant Superintendent
Jackson Public Schools
522 Wildwood Avenue
Jackson, MI 49201
517-841-2157
julie.baker@jpsk12.org

The names, titles, and contact information of these individuals will be published annually on the School District's website.

The Compliance Officer(s) are responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding

harassment.

The Compliance Officer(s) will be available during regular school/work hours to discuss concerns related to unlawful harassment, to assist students, other members of the District community, and third parties who seek support or advice when informing another individual about "unwelcome" conduct or to intercede informally on behalf of the individual in those instances where concerns have not resulted in the filing of a formal complaint and where all parties are in agreement to participate in an informal process.

Compliance Officers shall accept reports of unlawful harassment directly from any member of the School District community or a Third Party or receive reports that are initially filed with an administrator, supervisor, or another District-level official. Upon receipt of a report of alleged harassment, the Compliance Officer(s) will contact the Complainant and begin either an informal or formal complaint process (depending on the request of the Complainant or the nature of the alleged harassment), or the Compliance Officer(s) will designate a specific individual to conduct such a process. The Compliance Officer(s) will provide a copy of this policy to the Complainant and Respondent. In the case of a formal complaint, the Compliance Officer(s) will prepare recommendations for the Superintendent or will oversee the preparation of such recommendations by a designee. All Board employees must report incidents of harassment that are reported to them to the Compliance Officer within two (2) days of learning of the incident.

Any Board employee who directly observes unlawful harassment is obligated, in accordance with this policy, to report such observations to the Compliance Officer(s) within two (2) days. Additionally, any Board employee who observes an act of unlawful harassment is expected to intervene to stop the harassment, unless circumstances make such an intervention dangerous, in which case the staff member should immediately notify other Board employees and/or local law enforcement officials, as necessary, to stop the harassment. Thereafter, the Compliance Officer(s) or designee must contact the Complainant, if age eighteen (18) or older, or Complainant's parents/guardians if the Complainant is under the age eighteen (18), within two (2) days to advise of the Board's intent to investigate the alleged wrongdoing.

Reports and Complaints of Harassing Conduct

Members of the School District community along with Third Parties are encouraged to promptly report incidents of **harassing conduct** to an administrator, supervisor, or other School District official so that the Board may address the conduct before it becomes severe, pervasive, or persistent. Any administrator, supervisor, or other District official who receives such a report shall file it with the Compliance Officer within two (2) days of receiving the report of harassment.

Members of the School District community and Third Parties who believe they have been unlawfully harassed by another member of the School District community or a Third Party are entitled to utilize the Board's complaint process that is set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the Complainant's employment or participation in educational or extra-curricular programs. While there are no time limits for initiating complaints of harassment under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

If during an investigation of alleged bullying, aggressive behavior, and/or harassment in accordance with **Policy 5517.01 - Bullying and Other Forms of Aggressive Behavior**, the Principal believes that the reported misconduct may have created a hostile work environment and may have constituted **unlawful discriminatory harassment** based on a Protected Class, the Principal shall report the act of bullying, aggressive behavior and/or harassment to the Compliance Officer(s) who shall investigate the allegation in accordance with this policy. If the alleged harassment involves Sexual Harassment as defined by Policy 2266, the matter will be handled in accordance with the grievance process and procedures outlined in Policy 2266. While the Compliance Officer investigates the allegation, or the matter is being addressed pursuant to Policy 2266, the Principal shall suspend Policy 5517.01 to await the Compliance Officer's written report or the determination of responsibility pursuant to Policy 2266. The Compliance Officer shall keep the Principal informed of the status of the Policy 1662 investigation and provide the Principal with a copy of the resulting written report. Likewise, the Title IX Coordinator will provide the Principal with the determination of responsibility that results from the Policy 2266 grievance process.

Investigation and Complaint Procedure

Except for Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Program or Activities, any employee or other member of the School District community or Third Party (e.g., a visitor to the District) who believes that they have been subjected to unlawful harassment may seek resolution of the complaint through either the procedures described below. The formal complaint process involves an investigation of the Complainant's claims of harassment or retaliation and a process for rendering a decision regarding whether the charges are substantiated.

Due to the sensitivity surrounding complaints of unlawful harassment, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) days after the conduct occurs while the facts are known and potential witnesses are available. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) days of the complaint being received).

The procedures set forth below are not intended to interfere with the rights of any individual to pursue a complaint of unlawful harassment or retaliation with the United States Department of Education Office for Civil Rights and/or Equal Employment

Opportunity Commission ("EEOC").

Informal Complaint Procedure

The goal of the Informal complaint procedure is to promptly stop inappropriate behavior and to facilitate resolution through an Informal means, if possible. The Informal complaint procedure is provided as a less formal option for a student, another member of the School District community, or Third Party who alleges unlawful harassment or retaliation. This Informal procedure is not required as a precursor to the filing of a formal complaint. The Informal process is only available in those circumstances where the Complainant and the Respondent mutually agree to participate in it.

The Complainant may proceed immediately to the formal complaint process and individuals who seek resolution through the Informal procedure may request that the Informal process be terminated at any time to move to the formal complaint process.

All complaints involving a District employee, any other adult member of the School District community, or a Third Party and a student will be formally investigated.

As an initial course of action, if a Complainant feels comfortable and safe in doing so, the individual should tell or otherwise inform the Respondent that the alleged harassing conduct is unwelcome and must stop. The Complainant should address the allegedly harassing conduct as soon after it occurs as possible. The Compliance Officers are available to support and counsel individuals when taking this initial step or to intervene on behalf of the Complainant if requested to do so. A Complainant who is uncomfortable or unwilling to directly approach the Respondent about the allegedly inappropriate conduct may file an informal or a formal complaint. In addition, with regard to certain types of unlawful harassment, such as sexual harassment, the Compliance Officer may advise against the use of the informal complaint process.

A Complainant may make an informal complaint, either orally or in writing: 1) to a teacher, another employee, or building administrator; 2) directly to one (1) of the Compliance Officers; and/or 3) to the Superintendent or other District-level employee.

All informal complaints must be reported to one (1) of the Compliance Officers who will either facilitate an informal resolution as described below on his/her own or appoint another individual to facilitate an informal resolution.

The Board's Informal complaint procedure is designed to provide employees, other members of the School District community, or third parties who believe they are being unlawfully harassed with a range of options designed to bring about a resolution of their concerns. Depending upon the nature of the complaint and the wishes of the Complainant, informal resolution may involve, but not be limited to, one (1) or more of the following:

- A. Advising the Complainant about how to communicate the unwelcome nature of the behavior to the Respondent.
- B. Distributing a copy of this policy as a reminder to the individuals in the school building or office where the Respondent works or attends.
- C. If both parties agree, the Compliance Officer may arrange and facilitate a meeting or mediation between the Complainant and the Respondent to work out a mutual resolution.

While there are no set time limits within which an informal complaint must be resolved, the Compliance Officer/designee is directed to attempt to resolve all informal complaints within fifteen (15) days of receiving the informal complaint. If the Complainant is dissatisfied with the informal complaint process, the Complainant may proceed to file a formal complaint and, as stated above, either party may request that the Informal process be terminated at any time to move to the formal complaint process.

Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one (1) of the parties has requested that the informal complaint process be terminated to move to the formal complaint process, or the Complainant, from the outset, elects to file a formal complaint, or the CO determines the allegations are not appropriate for resolution through the Informal process.

The Complainant may file a formal complaint, either orally or in writing, with a teacher, Principal, Compliance Officer, Superintendent, or other District employee. Due to the sensitivity surrounding complaints of unlawful harassment and retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) days after the conduct occurs while the facts are known and potential witnesses are available. If a Complainant informs a teacher, Principal, Superintendent, or other District official, either orally or in writing, about any complaint of harassment or retaliation, that employee must report such information to the Compliance Officer/designee within two (2) business days.

Throughout the course of the process, the Compliance Officer should keep the parties reasonably informed of the status of the investigation and the decision-making process.

All formal complaints must include the following information to the extent known: the identity of the Respondent; a detailed description of the facts upon which the complaint is based (i.e., when, where, and what occurred); a list of potential witnesses; and the resolution sought by the Complainant.

If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the Compliance Officer shall ask for such details in an oral interview. Thereafter, the Compliance Officer will prepare a written summary of the oral interview, and the Complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a formal complaint, the Compliance Officer will consider whether any action should be taken in the investigatory phase to protect the Complainant from further harassment or retaliation, including, but not limited to, a change of work assignment or schedule for the Complainant and/or the Respondent. In making such a determination, the Compliance Officer should consult the Complainant to assess whether the individual agrees with the proposed action. If the Complainant is unwilling to consent to the proposed change, the Compliance Officer may still take whatever actions deemed appropriate in consultation with the Superintendent.

Within two (2) business days of receiving the complaint, the Compliance Officer/designee will initiate a formal investigation to determine whether the Complainant has been subjected to offensive conduct/harassment/retaliation.

Simultaneously, the Compliance Officer will inform the Respondent that a formal complaint has been received. The Respondent will be informed about the nature of the allegations and provided with a copy of any relevant policies and/or administrative guidelines, including the Board's Anti-Harassment Policy. The Respondent must also be informed of the opportunity to submit a written response to the formal complaint within five (5) days.

Although certain cases may require additional time, the Compliance Officer or a designee will attempt to complete an investigation into the allegations of harassment/retaliation within fifteen (15) business days of receiving the formal complaint. The investigation will include:

- A. Interviews with the Complainant;
- B. Interviews with the Respondent;
- C. Interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;
- D. Consideration of any documentation or other information presented by the Complainant, Respondent, or any other witness that is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the Compliance Officer/designee shall prepare and deliver a written report to the Superintendent that summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful harassment as provided in Board policy and State and Federal law as to whether the Respondent engaged in unlawful harassment/retaliation of the Complainant. The Compliance Officer's recommendations must be based upon the totality of the circumstances. In determining if discriminatory harassment or retaliation occurred, a preponderance of evidence standard will be used. The Compliance Officer may consult with the Board's legal counsel before finalizing the report to the Superintendent.

Absent extenuating circumstances, within five (5) business days of receiving the report of the Compliance Officer/designee, the Superintendent must either issue a written decision regarding whether the complaint of harassment has been substantiated or request further investigation. A copy of the Superintendent's final decision will be delivered to both the Complainant and the Respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within five (5) business days. At the conclusion of the additional investigation, the Superintendent must issue a final written decision as described above.

A Complainant or Respondent who is dissatisfied with the final decision of the Superintendent may appeal through a signed written statement to the Board within five (5) business days of the party's receipt of the date of the Superintendent's decision.

In an attempt to resolve the complaint, the Board shall meet with the concerned parties and their representative within twenty (20) business days of the receipt of such an appeal. A copy of the Board's disposition of the appeal shall be sent to each party within ten (10) business days of this meeting. The decision of the Board will be final.

The Board reserves the right to investigate and resolve a complaint or report of unlawful harassment/retaliation regardless of whether the member of the School District community or the third party alleging the unlawful harassment/retaliation pursues the complaint. The Board also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board or its designee.

Privacy/Confidentiality

The District will employ all reasonable efforts to protect the rights of the Complainant, the Respondent, and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy and related administrative guidelines shall be

maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. Additionally, the Respondent must be provided the Complainant's identity.

During the course of a formal investigation, the Compliance Officer or designee will instruct all members of the School District community and Third Parties who are interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of a harassment investigation is expected not to disclose any information that is learned or provided during the course of the investigation.

Sanctions and Monitoring

The Board shall vigorously enforce its prohibitions against unlawful harassment/retaliation by taking appropriate action reasonably calculated to stop the harassment and prevent further such harassment. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee or the suspension/expulsion of a student. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter. In those cases where unlawful harassment is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).

Where the Board becomes aware that a prior remedial action has been taken against a member of the School District community, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its recurrence, and remedy its effects.

Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

Allegations Constituting Criminal Conduct: Child Abuse/Sexual Misconduct

State law requires any school teacher or school employee who knows or suspects that a child under the age of eighteen (18) or that a person with a disability receiving services as a student from the school regardless of age has suffered or faces a threat of suffering a physical or mental wound, disability or condition of a nature that reasonably indicates abuse or neglect of a child to immediately report that knowledge or suspicion to the county children's services agency. If, during the course of a harassment investigation, the Compliance Officer or a designee has reason to believe or suspect that the alleged conduct reasonably indicates abuse or neglect of the Complainant, a report of such knowledge must be made in accordance with State law and Board Policy.

Any reports made to a county children's services agency or to local law enforcement shall not terminate the Compliance Officer or a designee's obligation and responsibility to continue to investigate a complaint of harassment. While the Compliance Officer or a designee may work cooperatively with outside agencies to conduct concurrent investigations, in no event shall the harassment investigation be inhibited by the involvement of outside agencies without good cause after consultation with the Superintendent.

Education and Training

In support of this Anti-Harassment Policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent shall provide appropriate information to all members of the School District community related to the implementation of this policy and shall provide training for District students and staff where appropriate. All training, as well as all information provided regarding the Board's policy and harassment in general, will be age and content appropriate.

Retention of Investigatory Records and Materials

The Compliance Officer(s) is responsible for overseeing the retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and/or received as part of an investigation, which may include but not be limited to:

- A. all written reports/allegations/complaints/grievances/ statements/responses pertaining to an alleged violation of this policy;
- B. any narratives that memorialize oral reports/allegations/ complaints/grievances/statements/responses pertaining to an alleged violation of this policy;
- C. any documentation that memorializes the actions taken by District personnel or individuals contracted or appointed by the Board to fulfill its responsibilities related to the investigation and/or the District's response to the alleged violation of this policy;
- D. written witness statements;
- E. narratives, notes from, or audio, video, or digital recordings of witness interviews/statements;
- F. e-mails, texts, or social media posts that directly relate to or constitute evidence pertaining to an alleged violation of this policy (i.e., not after-the-fact commentary about or media coverage of the incident);
- G. notes or summaries prepared contemporaneously by the investigator in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.), but not including transitory notes whose content is otherwise memorialized in other documents;
- H. written disciplinary sanctions issued to students or employees and other documentation that memorializes oral disciplinary sanctions issued to students or employees for violations of this policy;
- I. dated written determinations/reports (including summaries of relevant exculpatory and inculpatory evidence) and other documentation that memorializes oral notifications to the parties concerning the outcome of the investigation, including any consequences imposed as a result of a violation of this policy;
- J. documentation of any supportive measures offered and/or provided to the Complainant and/or the Respondent including no contact orders issued to both parties, the dates the no contact orders were issued, and the dates the parties acknowledged receipt of the no contact orders;
- K. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;
- L. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student Code of Conduct and/or Employee Handbooks);
- M. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment;
- N. documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy;
- O. documentation that any rights or opportunities that the District made available to one party during the investigation were made available to the other party on equal terms;
- P. copies of any notices sent to the alleged perpetrator/responding party of the allegations constituting a potential violation of this policy;
- Q. copies of any notices sent to the Complainant and the Respondent in advance of any interview, meeting, or hearing;
- R. copies of any documentation or evidence used during informal and formal disciplinary meetings and hearings, including the investigation report, and any written responses submitted by the Complainant or the Respondent.

The documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal (e.g., FERPA, ADA) and/or State law (e.g., R.C. 3319.321) – e.g., student records and confidential medical records.

The documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for not less than three (3) years, but longer if

required by the District's records retention schedule.

T.C. 10/15/18
Revised 12/10/18
T.C. 10/11/19

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Legal

Titles VI and VII of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.
20 U.S.C. 1400 et seq., The Individuals with Disabilities Education Improvement Act of 2004 (IDEIA)
29 U.S.C. 621 et seq, Age Discrimination In Employment Act of 1967
29 U.S.C. 6101, The Age Discrimination Act of 1975
42 U.S.C. 2000e et seq.
42 U.S.C. 1983
42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act
29 C.F.R. Part 1635
Title IX of the Educational Amendments of 1972, 20 U.S.C. 1681 et seq.
29 U.S.C. 794, Rehabilitation Act of 1973, as amended
42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990, as amended
The Handicappers' Civil Rights Act, M.C.L. 37.1101 et seq.
The Elliott-Larsen Civil Rights Act, M.C.L. 37.2101, et seq.
Policies on Bullying, Michigan State Board of Education, 7-19-01
Model Anti-Bullying Policy, Michigan State Board of Education, 09-2006
National School Boards Association Inquiry and Analysis – May 2008

Jackson Public Schools Board of Education January 18, 2022 Meeting

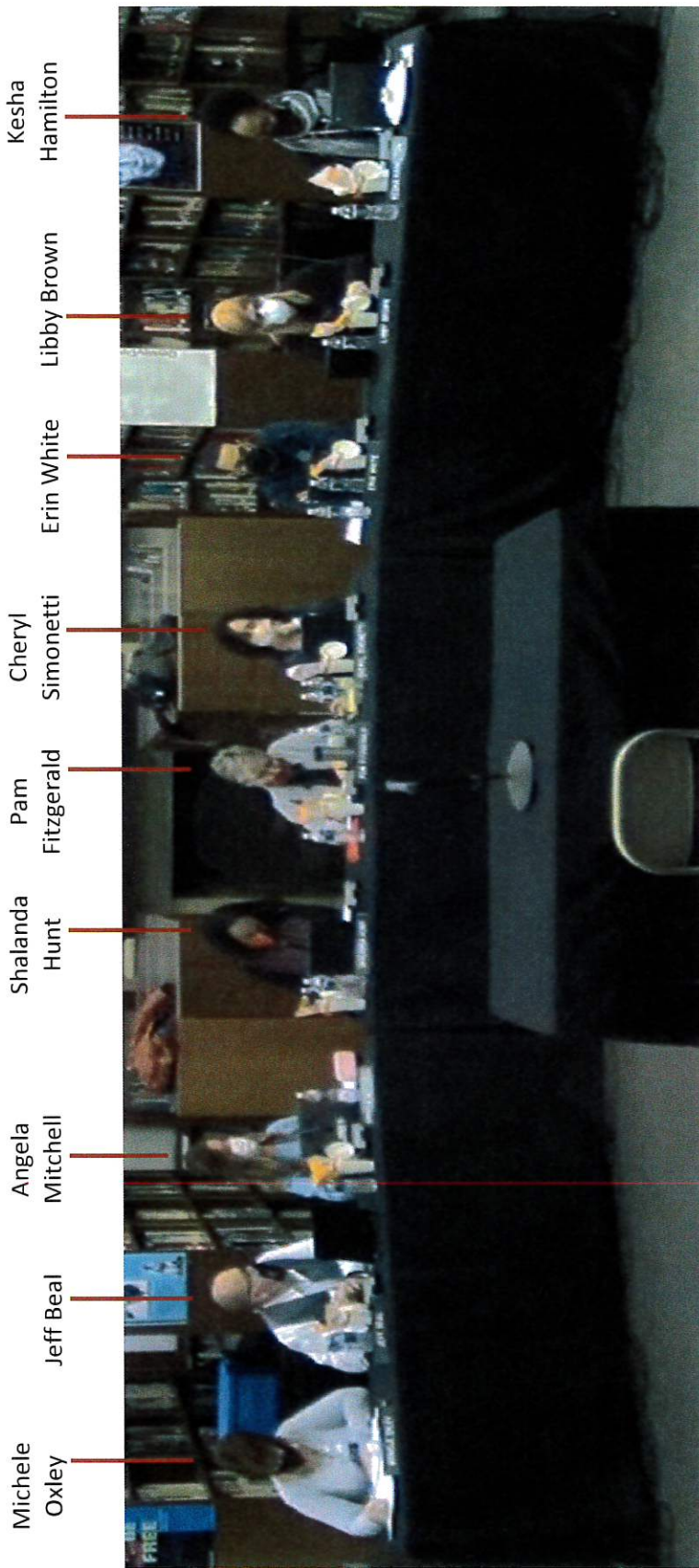


Exhibit F

Administrators	
X	William Patterson
X	Kriss Giannetti
X	Julie Baker

Lisa L. Swem

From: Jeff Beal <jeff.beal@jpsk12.org>
Sent: Tuesday, April 5, 2022 11:49 AM
To: Lisa L. Swem
Subject: Fwd: Introduction and concern
Attachments: Article 4 2018-2020.pdf

Please find the requested email exchange between myself, Brendon Beer and Kesha Hamilton.

I had no follow up correspondence on this issue prior to the January meeting.

Jeff Beal
Superintendent
Jackson Public Schools
(517) 841-2201

Welcome to Jackson Public Schools - Where Community Comes Together!

----- Forwarded message -----

From: Jeff Beal <jeff.beal@jpsk12.org>
Date: Wed, Dec 15, 2021 at 2:24 PM
Subject: Introduction and concern
To: Brendon Beer <bbeer@atbplclaw.com>, Kesha Hamilton <kesha.hamilton@jpsk12.org>

Good Afternoon Brendon & Kesha,

Please use this letter as an introduction. At our monthly Board meeting held on December 14, 2021, Board trustee Kesha Hamilton requested to meet with the District's legal counsel regarding what she has interpreted as fiscal malfeasance, and implied both in a public meeting and when asked about it on December 15, 2021 that I have not been honest in my contract presentation to the Board of Education. Specifically, she references my contract approved by the Board of Education on May 14, 2018. At issue is a typo that is inconsistent with the written language of the contract. My Base salary for 2018 was \$152,367. The contract specifically calls for a 2% raise during subsequent calendar years. There was a typo or calculation error that occurred when the contract was originally typed that projected my salary in 2019 would be \$155,214 and \$158,318 in 2020. The numbers should have read \$155,414 in 2019 and \$158,522 in 2020.

$\$152,367 \text{ (Base Salary)} + 2\% \text{ per contract } (\$3,047.34) = \$155,414.34 \text{ (which is what I was paid)}$
 $\$152,367 \times .02 = \3047.34

Using the correct base salary for 2019 of \$155,414.34 my base salary in 2020 would also go up by the negotiated 2%.

$\$155,414.34 \text{ (Base Salary)} + 2\% (\$3,108.29) = \$158,522.63 \text{ (which is what I was paid in 2020)}$
 $\$155,414.34 \times .02 = \$3,108.29$

The error shown in the examples was only reflected in the 2018 contract and was subsequently corrected in the 2019 contract which was voted on and approved on April 15, 2019.

- (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.
- ... unless it is approved in advance by ...

3. **Certification.** Superintendent represents that Superintendent has and will maintain all qualifications required by law, including regulations of the State Board of Education, and shall be duly licensed by the Board to serve in the position of Superintendent. If Superintendent fails to maintain all certificates, credentials, or licenses, 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 \$152,367.00 for 2018-19. Base salary will increase by 2% in subsequent years (\$155,214.00 in 2019/20; \$158,318.00 in 2020/21, etc.). Base salary is payable in semi-monthly installments, each such periodic payment to be as nearly

Typo
 \$155,414 (19/20)
 \$158,522 (20/21)

- (e) prepare agendas for each regular and special meeting of the Board of Education in cooperation with the Board President;
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- (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 Qualification** Superintendent has and will maintain all certificates, credentials, and qualifications, including regulations of the Department of Education, in accordance with the position of Superintendent of Schools. Superintendent shall maintain all certificates, credentials and qualification requirements of the Board of Education Agreement and Superintendent's employment contract. Superintendent shall have no further obligations hereunder.

*Typo -
corrected / certified
in writing (see 2018
contract)*

4. **Compensation**. For his services as Superintendent, 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

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4. **Compensation.** For his services as Superintendent of Schools, the District agrees to pay Superintendent an annual base salary of \$158,522.00 for 2020-21. Base salary will increase by 2% in subsequent years (\$161,692.00 in 2021/22; \$164,925.00 in 2022/23, etc.). Base salary is payable in semi-monthly installments, each such periodic payment to be as nearly

Lisa L. Swem

From: Jeff Beal <jeff.beal@jpsk12.org>
Sent: Tuesday, April 5, 2022 11:55 AM
To: Lisa L. Swem
Subject: Fwd: Introduction and concern
Attachments: Article 4 2018-2020.pdf

This was sent to the whole Board.

Jeff Beal
Superintendent
Jackson Public Schools
(517) 841-2201

Welcome to Jackson Public Schools - Where Community Comes Together!

----- Forwarded message -----

From: Jeff Beal <jeff.beal@jpsk12.org>
Date: Wed, Dec 15, 2021 at 3:01 PM
Subject: Fwd: Introduction and concern
To: JPS Board Members <JPSBoardMembers@jpsk12.org>

Good afternoon everyone,

At our December Board meeting Trustee Hamilton implied publicly that my contracts have been renegotiated every year and that I was not honest in my contract presentation with the Board of Education. This morning, December 15, 2021 I attempted to speak with Kesha, while on our scheduled building visit. She refused to recognize her error and accused me of being fiscally irresponsible with misrepresenting my contracts with the Board of Education.

During the meeting last night Kesha had made a motion to delay ratification of my contract until after she had a chance to meet with our District appointed legal counsel. She implied publicly that I was not honest in the presentation of my contract to the Board of Education. I take issue with any suggestion that there is any level of fiscal malfeasance from my office or that I have been less than transparent and honest with the Board of Education as it relates to contracts that have been bargained in good faith and approved during a public meeting. This morning she reiterated her stance even as I attempted to speak with her on the matter, she said that our public has a right to know

I have fulfilled my obligation in making the introduction (see below) and detailing the concern as best as I can.

I am requesting that once Ms. Hamilton has had the opportunity to meet with Brendon Beer, the Jackson Public School legal counsel, and this error cleared up, that the record be corrected in January to reflect that there has never been any level of fiscal malfeasance on my part and that my contracts have been negotiated in good faith and approved by the Board of Education, furthermore that my base pay referenced by Kesha Hamilton, has been paid in accordance with my contracts for each year of service to Jackson Public Schools.

I look forward to this matter being resolved quickly,

Jeff

Jeff Beal
Superintendent
Jackson Public Schools
(517) 841-2201

Welcome to Jackson Public Schools - Where Community Comes Together!

----- Forwarded message -----

From: **Jeff Beal** <jeff.beal@jpsk12.org>

Date: Wed, Dec 15, 2021 at 2:24 PM

Subject: Introduction and concern

To: Brendon Beer <bbeer@atbplclaw.com>, Kesha Hamilton <kesha.hamilton@jpsk12.org>

Good Afternoon Brendon & Kesha,

Please use this letter as an introduction. At our monthly Board meeting held on December 14, 2021, Board trustee Kesha Hamilton requested to meet with the District's legal counsel regarding what she has interpreted as fiscal malfeasance, and implied both in a public meeting and when asked about it on December 15, 2021 that I have not been honest in my contract presentation to the Board of Education. Specifically, she references my contract approved by the Board of Education on May 14, 2018. At issue is a typo that is inconsistent with the written language of the contract. My Base salary for 2018 was \$152,367. The contract specifically calls for a 2% raise during subsequent calendar years. There was a typo or calculation error that occurred when the contract was originally typed that projected my salary in 2019 would be \$155,214 and \$158,318 in 2020. The numbers should have read \$155,414 in 2019 and \$158,522 in 2020.

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$\$155,414.34$ (Base Salary) + 2% ($\$3,108.29$) = $\$158,522.63$ (which is what I was paid in 2020)
 $\$155,414.34 \times .02 = \$3,108.29$

The error shown in the examples was only reflected in the 2018 contract and was subsequently corrected in the 2019 contract which was voted on and approved on April 15, 2019.

Please find article 4 (compensation) from 2018, 2019 and 2020 along with my base salary pay record from my personnel file detailing the amount I have been paid in base salary during each calendar year of employment.

While I can understand Trustee Hamilton looking at the numbers and recognizing that the numeric figure projected from 2018 did not match the corrected figure from the 2019 contract. Her confusion and misunderstanding are easily corrected with the use of a calculator. My payroll records will reflect that I have not been paid any amount that was not negotiated in good faith with the Jackson Public School District and approved by the Board of Education in an open meeting and signed by members of the Board of Education.

Brendon, as you are contracted by the Board of Education and represent the interests of Jackson Public Schools, I am fulfilling my responsibility to make you available to our Board member, who has questions she

would like answered. If you have any questions for me, my cabinet, our human resources department, or our payroll department, they are at your disposal.

I look forward to a speedy resolution to this matter, so that the record can be set straight at our January meeting.

Jeff Beal
Superintendent
Jackson Public Schools
(517) 841-2201

Welcome to Jackson Public Schools - Where Community Comes Together!

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- (j) devote his full working time and best efforts in the performance of such duties for the District ~~to the best of his ability and without compensation unless it is approved in advance by the Board of Education.~~

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*Typo -
corrected / rectified
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