

INTERIM SUPERINTENDENT EMPLOYMENT CONTRACT

THIS CONTRACT is made and entered into on this 21st day of August 2023, by and between the Kingsley Area School District, a Michigan general powers school district (hereinafter the "School District"), and the Interim Superintendent, Jason Stowe (hereinafter the "Interim Superintendent").

This Contract revokes and otherwise supersedes any and all other individual employment contracts and/or promises that may be in effect as of this date which concern the employment relationship between the Interim Superintendent and the School District.

The School District hereby agrees to employ the Interim Superintendent commencing August 21, 2023, and terminating October 9, 2023, subject to the provisions of this Contract.

Employment and Duties: The Interim Superintendent agrees to perform the duties prescribed for his assigned position in accordance with all laws applicable thereto, and fulfill the rules, regulations, and directives of the Board of Education and/or the School District pertinent thereto, and carry out the programs, procedures, and policies of the School District, as may be established, modified and/or amended from time to time. The Interim Superintendent agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. The Interim Superintendent agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, the Interim Superintendent agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board to carry out the educational programs and policies of the School District during the entire term of this Contract. The Interim Superintendent agrees that he will diligently and competently discharge his duties on behalf of the School District to enhance the operation of the School District and will use his best efforts to maintain and improve the quality of the programs and services of the School District. The Interim Superintendent acknowledges the ultimate authority of the Board (or designee) with respect to his responsibilities and directions related thereto. **The superintendent will work in-person 4-5 days per week with the option of working remotely 1 day per week for the time period described.**

Certification: The Interim Superintendent represents that he possesses, holds and will maintain all certificates, credentials, and qualifications required by law, including the provisions of Sections 1246 and 1536 of the Revised School Code, the regulations of the Michigan Department of Education, and those required by the Board to serve in the position assigned. The Interim Superintendent agrees, as a condition of his continued employment, to meet and maintain all certification and continuing education requirements for the position assigned, as are and may be required by law and/or by the State Board of Education. The responsibility for obtaining and maintaining the necessary certification and qualifications rests exclusively with the Interim Superintendent, and, if at any time, the Interim

Superintendent fails to maintain all such licensure, certification and compliance, this Contract shall be terminable by the School District. In such an event the School District shall have no further obligations hereunder.

Transfer and Reassignment: The Interim Superintendent acknowledges that during the term of this Contract, he is subject to transfer and/or reassignment by the School District, at its discretion and upon written notice. Should the Interim Superintendent be transferred to some other position, he shall thereafter be compensated at the annual salary rate, prorated, applicable to the position to which he was transferred as determined by the Board of Education.

Professional Conduct: The Interim Superintendent agrees to perform this Contract and the employment duties and functions required of all Interim Superintendents of the School District in a manner that encourages quality in the educational process, fulfills appropriate standards of professional conduct, enhances the operation of the School District, and improves the quality of the programs and services of the School District. The Interim Superintendent avers that he shall conduct himself at all times in a manner that is both professional and brings the highest esteem upon the School District. Conduct which deviates from that which can be reasonably expected of an educational professional shall be considered a material breach of this Agreement.

Tenure: Pursuant to the Michigan Teachers' Tenure Act, MCL 38.71 et seq., tenure is not granted to the Interim Superintendent by virtue of this Contract or otherwise by virtue of his employment by the School District. Tenure may be obtained, if at all, only within the position of a classroom teacher in accordance with the Teachers Tenure Act.

Agreement Contingent on Successful Background Checks: This Contract is subject to all appropriate Federal and State statutes, rules and regulations, including voidability pursuant to provisions of the Revised School Code pertaining to criminal history and criminal records checks.

Compensation: The Interim Superintendent shall be paid at a salary of not less than five hundred and fifty dollars (\$550) per day when in district and two hundred dollars (\$200) per day when working remotely in consideration of his performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board. Should the Interim Superintendent quit, be laid-off, or be terminated prior to the conclusion of this Agreement, the Interim Superintendent's salary shall be pro-rated based upon the portion of the Interim Superintendent's estimated work year then completed. The Board (or its designee) is specifically authorized to deduct any overpayment from the Interim Superintendent's final paycheck, and the Interim Superintendent further agrees to repay the School District immediately for any additional overages not covered by the deductions.

The wages shall be paid in bi-weekly installments beginning with the commencement of the contract **August 21**. The School District shall be authorized to make such payroll deductions as shall be required by law or legally authorized by the Interim Superintendent. Should the Interim Superintendent be assigned or transferred to another position within the School District, the salary paid shall be as established by the Board for that position.

The Board hereby retains the right to adjust the salary of the Interim Superintendent during the term of this Contract. Consistent with the provisions of Section 1250 of the Revised School Code, the Interim Superintendent's job performance and job accomplishments will be significant factors in determining any adjustment to Interim Superintendent's compensation.

Medical Examinations: The Interim Superintendent shall submit to such medical examinations, supply such information and execute such documents as may be required by any underwriter, policyholder or third-party providing insurance programs specified under this Contract. Additionally, upon request of the Board, the Interim Superintendent shall authorize the release of medical information necessary to determine if the Interim Superintendent is capable of performing the essential job functions required by his assignment, with or without job accommodation(s). Any physical or mental examination or disclosure of such information required of the Interim Superintendent by the Board shall be job related and consistent with business necessity. Any medical or psychological examination under this section shall be at Board expense. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.

Copyright and Patent Interests: The Interim Superintendent acknowledges that from time to time in connection with performing work, either a) within the scope of his employment duties as herein contemplated or b) outside the scope of his employment duties, but occurring during regular or customary work hours or while otherwise being paid salary or compensation as herein provided, he may create, conceive, make, develop, invent or suggest original works in which a copyright or patent interest under Federal or State law exists, may be recognized or as to which copyright or patent protection may subsist, including among other forms of work, computer program works, literary works, musical works and the like. In consideration of the compensation or salary paid to the Interim Superintendent by the School District in connection with his employment, as herein provided, the Interim Superintendent agrees that any such original works, as referred to in the preceding sentence, shall be the absolute and exclusive property of the School District: the ownership interest of the Interim Superintendent to such original work, if any, being hereby transferred and conveyed in its entirety to the School District. The Interim Superintendent shall, at the request of the Board, at any time during his employment term or thereafter, execute or sign any documentation that the School District may consider necessary or helpful in the prosecution of copyright or patent applications thereon and will assist

in the School District's interest in the conduct of any interference, litigation or other controversy arising in relation thereto. The Interim Superintendent further agrees not to reveal to any person, unless authorized by the School District, its Superintendent or its attorneys, any information concerning such original work.

Termination Prior to Expiration Date: The Board shall be entitled to terminate the Interim Superintendent's employment at any time during the term of this Contract when it determines that the Interim Superintendent has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if the Interim Superintendent materially breaches the terms and conditions of this Contract, or for other causes determined to be sufficient by the Board. The Interim Superintendent understands that he works at the pleasure of the Board, and only so long as his work is deemed satisfactory by the Board.

The foregoing standards for termination of this Contract during its term shall not be applicable to non-renewal of this Contract at the expiration of its term, which decision is discretionary with the Board. Interim Superintendent avers that his resignation shall become effective on August 21, 2023 unless this agreement is modified in writing. Interim Superintendent acknowledges his resignation negates any need for non-renewal at the expiration of this agreement.

In the event that the Board undertakes to dismiss the Interim Superintendent during the term of this Contract, he shall be entitled to written notice of charges and an opportunity for a hearing before the Board. In the event of termination of employment during the term of this Contract, this Contract shall automatically terminate, and the Board shall have no further obligation hereunder.

Reduction in Personnel: Notwithstanding that there is a fixed term to the Contract, as above stated, or that there may be an extension of said term having a fixed term date, also by operation of the above-stated provision, the School District may terminate the Interim Superintendent's employment during said term in the event that the Board of Education determines that a reduction in personnel is warranted, including a necessary reduction in the Interim Superintendent's position or if restructuring of the administrative staff results in the elimination of the position to which the Interim Superintendent is assigned. If there is a reduction of personnel, this Contract shall automatically terminate and the School District shall have no further obligations under this Contract.

Liability: The School District agrees to pay the premium amount for errors and omissions insurance coverage in the amount of one-million dollars (\$1,000,000) for the Interim Superintendent while engaged in the performance of a governmental function and while the Interim Superintendent is acting within the scope of his authority. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of Interim Superintendent. The sole obligation undertaken by the School District shall be limited to the payment of premium

amounts for the above errors and omissions coverage. In the event that such insurance coverage cannot be purchased in the above amounts and/or at a reasonable premium rate, the School District shall exercise the right to discontinue said coverage and shall so notify the Interim Superintendent. In that event, the School District agrees on a case-by-case basis to consider providing legal defense and/or indemnification to Interim Superintendent as is authorized under MCL 691.1408 and/or MCL 380.11a(3)(d). However, in no event, shall the School District have any duty to defend, hold harmless and/or indemnify the Interim Superintendent if the Interim Superintendent was acting contrary to School District policies, procedures or regulations in the event which is the subject of the claim or regarding any claim or proceedings in which the School District is in an adversarial relationship to the Interim Superintendent. The School District may, at the Board of Education's option, provide a policy of liability insurance to meet its obligation hereunder. In such event, the parties hereby agree that the coverage so provided shall be in full satisfaction of the School District's obligation hereunder.

Holidays: N/A

Personal Leave Days: Two (2)

Travel Reimbursement: The Interim Superintendent shall be eligible to be reimbursed for travel, meals and lodging in accordance with per diem expense and reimbursement procedures established by the Board or its designee. Any expense to be incurred by Interim Superintendent for out-of-state travel shall be submitted in advance for review and approval by the Board or its designee. Interim Superintendent shall be required to present an itemized account of his reasonable and necessary expenses in accordance with direction of the Board or its designee.

Professional Membership/Conference Dues and Fees: Fees or dues for membership in appropriate professional organizations are subject to School District approval and shall be paid by the School District. Subject to prior approval by the School District, the Interim Superintendent may attend appropriate professional meetings at the local, state and national levels and shall be reimbursed for any registration fees, tuition, travel, lodging and/or reasonable meal expenses for himself in relation thereto not prepaid by the School District.

Cell Phone/Laptop: A School District cellular phone, laptop computer and/or iPad may be provided at School District expense to the Interim Superintendent for work use, subject to all applicable policies/regulations of the School District. Such equipment shall be the property of the School District and the Interim Superintendent has no expectation of personal privacy regarding the content, data, or use thereof.

Arbitration: Excepting Non-renewal of Contract, any claim of violation of this Contract or any claim arising from or relating to the Interim Superintendent's employment, or termination thereof, including but not limited to, any claim arising

under State or Federal civil rights statutes, other statutes, State or Federal constitutions or common law, must be brought and exclusively adjudicated within the arbitration forum and pursuant to the American Arbitration Association National Rules for the Resolution of Labor Disputes (or if superseded by the rules then applicable). The parties acknowledge that this agreement to submit claims to arbitration is authorized by the Michigan Uniform Arbitration Act, and constitutes a clear and knowing waiver of the right to adjudicate employment related claims, including discrimination claims, in a court of law. The courts of the State of Michigan shall have jurisdiction to enforce this arbitration agreement and to render judgment on an award entered pursuant thereto.

The parties agree that any claim arising under this provision must be filed no more than one hundred eighty (180) days after the date of the employment action that is the subject of the claim or be forfeited. The parties hereto waive any otherwise applicable statute of limitations to the contrary.

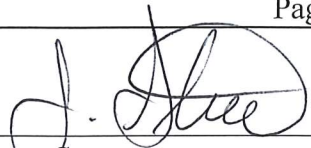
Interpretation: Where any inconsistency exists between the terms of this Contract and any rule, regulation or policy of the School District in effect on the date hereof, the terms of this Contract shall prevail; provided that the School District retains the right to modify its policies, rules and regulations or adopt new policies, rules and regulations not contrary to the express provisions of this Contract after the date hereof and any such changes will be applicable to the Interim Superintendent.

Understanding/Severability: The foregoing Contract constitutes the complete understanding, duties, rights, and agreements of the parties relative to employment of the Interim Superintendent. The Interim Superintendent acknowledges and agrees that his expectations in relation to possible renewal or non-renewal of this Contract, and all other aspects of the employment relationship, are exclusively controlled and determined by the provisions of this Contract, and any document(s) expressly incorporated within this Contract, and that no person or entity other than the Board of Education for the School District, acting through a majority vote and resolution, has any authority whatsoever to add to, expand upon, restrict or in any manner modify said expectations and provisions.

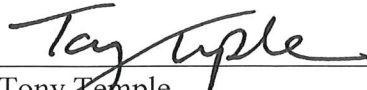
No amendment to or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board reflected in its minutes, and signed by Interim Superintendent and the Board (or its designee). No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provision of this Contract at such time or at any other time.

If any provision of this Contract becomes or is declared by a Court of competent jurisdiction to be illegal, unenforceable or void, this Contract shall continue in full force and effect without said provision(s).

Date: July 18, 2023


Jason Stowe
Interim Superintendent


Date: July 26, 2023


Tony Temple
Board President


Date: July 26, 2023


Vivien Snyder
Board Vice President

Date: July 26, 2023


Kelly Saxton
Board Secretary

Date: July 26, 2023


Max Anderson
Board Treasurer

Date: July 26, 2023


Ian McKinley
Trustee

Date: July 26, 2023


Heather Bartelmay
Trustee

Date: July 26, 2023


Tina Schelich
Treasurer