

## Kingsley Area Schools Superintendent Employment Contract

In accordance with the action found in the meeting minutes of the Board of Education (the "Board") of the Kingsley Area Schools (the "District") held on September 11<sup>th</sup> 2023 the Board appoints Joshua Rothwell ("Superintendent") as its Superintendent of Schools according to the terms and conditions of this Contract.

1. **Term.** Superintendent's contract term shall begin on September 25<sup>th</sup> 2023 and will end on June 30, 2027. The Parties may mutually agree in writing to extend this contract during the contract term.
2. **Certification/Qualifications.** Superintendent represents that he possesses and will maintain the requisite certification or qualifications to the position assigned and that this Contract is terminable if it is determined by the Board, the Michigan Department of Education, or other proper authority that Superintendent does not possess the requisite certification or qualifications to perform the responsibilities associated with his position.

This provision is intended to enable the District to comply with applicable state laws pertaining to the certification and qualifications of the position of Superintendent and to avoid any jeopardy to the District's operation or funding, or subjecting the Board, its members, or the District to any related fines, penalties, or sanctions of any nature.

3. **Duties.** Superintendent shall faithfully and diligently perform the duties of Superintendent of the Kingsley Area Schools as required by law and as prescribed by the Board through its policies, regulations, and directives, as well as those duties that may be further established, modified, or amended from time to time by the Board.
  - A. Superintendent acknowledges the ultimate authority of the Board as to his duties and will comply with Board directives to implement the Board's policies and education programs.
  - B. Superintendent recognizes that he serves as a positive ambassador for the District and a role model to the District's students.
  - C. Superintendent will comply with and fulfill all duties and tasks for which he is responsible as required by state and federal law, as well as by the Board.
  - D. Superintendent shall recommend, effect, or cause to be implemented, the Board's policies, rules, regulations, bylaws, and programs as may be needed.
  - E. Superintendent will act as the District's chief administrator and is charged with the responsibility for organizing, re-organizing, and supervising the District's curricular, extra-curricular, personnel, and business functions.

- F. Superintendent shall act as an advisor to the Board on matters pertaining to school administration and shall inform the Board about administrative action taken on its behalf.
  - G. Superintendent is subject to assignment and transfer to another administrative position of employment with the District at the Board's discretion. In the event of such assignment/transfer, Superintendent's compensation and other group benefits shall be those as stated in this Contract, or otherwise reflect such terms that may be mutually agreed by Superintendent and Board.
4. **Compensation.** Superintendent shall receive no other remuneration for services rendered under this Contract, except as specifically described below:
- a. **Base Salary.** Superintendent shall receive compensation for the performance of duties under this Contract during the 2023-2024 Contract year at an annual base rate of One Hundred, Fifty-Five Thousand dollars, (\$155,000). The Superintendent's per diem rate is based on Two Hundred Sixty (260) workdays per contract year (July 1 to June 30). The Superintendents' salary amount is subject to any deduction required by law and will be remitted on the District's regular payroll. Base pay will increase by 2% each year starting with July 1<sup>st</sup>, 2024. Superintendent will also be allotted a \$900.00 communication stipend each school year.
    - i. The annual salary shall be paid in twenty-six (26) substantially equal bi-weekly installments (unless otherwise agreed to by the parties), beginning with the commencement of the Contract year (July 1 - June 30) and pro-rated as appropriate.
    - ii. The Board retains the right to additionally increase Superintendent's annual salary during the term of this Contract, but in no event shall the salary be less than that for the previous Contract year.
    - iii. Payroll deductions may be made as required by law or as authorized by Superintendent.
    - iv. If, during the term of this Contract, the Board determines that the District's financial circumstances permit modification to Superintendent's wage or benefits set forth in this Contract, the parties will negotiate those potential changes in good faith to mutual agreement.
    - v. Any adjustment in salary made during the term of this Contract shall be in the form of a written amendment and, when executed by Superintendent and the Board, shall become a part of this Contract.



- b. **Merit Pay.** Consistent with Section 1250 of the Revised School Code, Superintendent's job performance and job accomplishment will be significant factors in determining any adjustment to Superintendent's compensation. See MCL 380.1250. Following Superintendent's annual performance review, the Board may authorize an additional stipend to be paid to Superintendent in recognition of meritorious performance as based on the Board's assessment, in its full discretion, of Superintendent's performance in previously established goal areas. Subject to the Board's ultimate authority, the Board and Superintendent will collaborate to establish goal areas and the method(s) by which the achievement of those goals will be measured by the Board

**MPERS Reimbursement.** It is the intent of the Board and Superintendent that all items under in paragraphs 4 of this Contract are direct compensation for the Superintendent's performance of duties and that the District will pay all applicable MPERS costs on those items. If the Michigan Office of Retirement Systems issues a reimbursement on any MPERS contribution on any of these direct compensation items, the District will reimburse the Superintendent for the employee-paid contribution (if not otherwise reimbursed to Superintendent from ORS). Such reimbursement will be paid to the Superintendent through a contribution to a 403(b)/457 plan with no cash option.

5. **Insurance Programs.** Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder, or third-party administrator, beginning February 1, 2023, the Board shall make premium payments on behalf of Superintendent and his eligible dependents for the following listed group insurance plans, subject to possible modification as stated below:

- Medical health care benefit plan
- Dental insurance
- Vision insurance
- Long-term disability insurance
- Term Life Insurance (in an amount no less than two times the Superintendent's annual salary)

Those insurance plans shall be identical to those available to other District administrators. The Board has the right to allocate to Superintendent the responsibility for a portion of the benefit plan costs for the insurance coverage specified above, as may be determined by the Board, in its discretion. The Board's contribution for the medical benefit plan shall not be less than the statutory amount necessary to comply with the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. Adjustments will be applied at the beginning of the medical benefit plan coverage year which begins on January 1 of each calendar year. The Board will notify Superintendent of the amount for which he is responsible more than the Board-paid benefit plan costs contributions. The amount of

benefit plan cost contributions designated by the Board as Superintendent's responsibility shall be payroll-deducted from Superintendent's wages.

Alternatively, Superintendent may elect to take a cash-in-lieu of medical insurance benefits in an annual amount of \$3000 on a per pay basis (26 substantially equal installments) on the conditions that Superintendent: (1) voluntarily and in writing opts out of the available medical health care benefit plan; and (2) provides documentation to the District's Business Office that Superintendent has other medical health care coverage that meets the minimum value and coverage requirements of the Affordable Care Act.

6. ***Insurance Contracts.*** The Board reserves the right to change the identity of the insurance carrier, policyholder, or third-party administrator for any of the coverage for the plans and programs identified in paragraphs 5, provided that comparable coverage (as determined by the Board) is maintained during the term of this Contract.

A. The Board shall not be required to remit premiums for any insurance coverage for Superintendent and/or his eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder, or third-party administrator.

B. The terms of any contract or policy issued by any insurance company or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters.

C. Superintendent is responsible for ensuring the completion of all forms and documents needed to receive the above-described insurance coverage.

D. The Board, by remitting the premium payments required to provide the above-described insurance coverage(s), shall be relieved from all liability as to insurance benefits.

7. ***Errors and Omission Insurance.*** The Board will pay the premium amount for errors and omissions insurance coverage for Superintendent while engaged in the performance of a governmental function and while Superintendent is acting within the scope of his authority. The policy limits for this coverage shall be not less than \$1 Million dollars (\$1,000,000).

A. The terms of the errors and omissions insurance policy shall control Superintendent's defense and indemnity. The Board's sole obligation shall be limited to the payment of premium amounts for the above errors and omissions coverage.

B. If such insurance coverage cannot be purchased in the above amount or at a reasonable premium rate, the Board will promptly notify Superintendent of that fact and the parties will promptly meet and confer to reach a mutually agreeable solution to address that situation. In that event, the Board agrees on a case-by-case basis to consider providing legal defense or indemnification to Superintendent as authorized under MCL 691.1408 and MCL 380.11a(3)(d).



8. **Reimbursed Expenses.** The District shall reimburse Superintendent for all necessary and reasonable expenses incurred from the performance of his duties as Superintendent, including travel, meals, and lodging in accordance with Board Policy.
9. **Mileage.** The District shall reimburse Superintendent at the current IRS mileage rate for use of his personal vehicle in conducting District-related business outside of District boundaries in accordance with Board Policy. Superintendent shall keep contemporaneous records of such business mileage and shall submit a monthly mileage reimbursement form to the District's Business Office.
10. **Professional Dues.** The District shall pay Superintendent's association dues for membership in the American Association of School Administrators (AASA), the Michigan Association of School Administrators (MASA), and the MASA region in which the District is located. Upon appropriate notice to and approval of the Board President, the District may also pay the reasonable dues and fees necessary to support Superintendent's membership in other national, state, and local educational and civic organizations as deemed appropriate by the parties for Superintendent's role as an educational leader of the District.
11. **Professional Development.** Superintendent may attend appropriate professional meetings, conferences, or workshops at the local and state levels, as well as training related to professional development and certification. The District shall pay Superintendent's reasonable expenses related to that attendance including registration fees, tuition, travel, lodging, and meal expenses for himself in accordance with Board policy. Superintendent may attend appropriate professional meetings at the national level, the expenses of which will be paid by the District only with prior approval from the Board President.
12. **Authorized Absence and Leave.** Superintendent shall diligently perform his duties in a timely and professional manner. Superintendent's absence from duty due to personal illness or personal business shall be promptly reported to the Board President. Superintendent shall consult with the Board President before taking any planned vacation days.
13. **Holidays.** Consistent with the District's calendar, Superintendent is entitled to the following holidays: July 4, Labor Day, Thanksgiving and the day after Thanksgiving, December 24, 25, and 31, January 1, Presidents' Day, and Memorial Day. Holidays falling on non-workdays will be honored on the closest workday before or after that holiday as dictated by the District's calendar.
14. **Sick Leave.** Upon hire and effective July 1 of each subsequent Contract year, the Superintendent will receive ten (10) sick days to be used for his personal illness or disability. Unused sick leave days shall accumulate up to ninety (90) days. If 90 days have been accumulated, any additional sick days received over 90 days will be paid out at the end of the school year (June 30) at 50% of his daily rate. No payment shall be made for unused sick days upon termination of this Contract.

15. ***Paid Time Off.*** Superintendent is employed based on fifty-two (52) weeks of work per Contract year (July 1 - June 30), as scheduled by the Board. Superintendent shall be granted paid time off for twenty (20) workdays per Contract Year, in addition to the holidays recognized by the District and identified in in this Contract. The Superintendent may roll over up to five (5) unused paid time off days for use during the successor school year.
- A. Superintendent shall schedule use of vacation days in a manner to minimize interference with the District's business and orderly operation. All vacation scheduling is subject to the approval of the Board President.
  - B. No payment shall be made for unused vacation days upon termination of this Contract.
16. ***Disability Leave.*** In the event of Superintendent's mental or physical incapacity to perform the duties of his office, he shall be granted an initial leave of up to thirty (30) workdays for purpose of recovery. Superintendent shall first exhaust any accumulated sick leave under ¶ 14 before triggering this paid disability leave. Upon using leave under this provision, Superintendent shall furnish medical certification to the Board (or its designee) as to the necessity for the leave.
- A. If the Board (or designee) has reason to doubt the validity of the medical certification supplied by Superintendent, it may require a second opinion, at Board expense. Superintendent may request a thirty (30) work-day unpaid leave extension in the event of his physical or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is a verified prognosis that Superintendent will be able to resume his duties at the end of the extended leave interval. Medical certification shall be supplied by Superintendent as a condition to any leave extension. Any extensions of leave for this purpose shall be at the Board's discretion.
  - B. If Superintendent is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any leave extension), his employment and this Contract may be terminated at the Board's option. However, no such termination shall occur when restoration after leave is required by the Family and Medical Leave Act.
  - C. Before any resumption of duty after an unpaid leave of absence for a serious health condition, Superintendent shall provide to the Board a fitness for duty certification from Superintendent's health care provider. A second opinion may be required by the Board, at its expense, unless the securing of the second opinion is precluded by the Family and Medical Leave Act.
17. ***Medical Examination.*** Superintendent shall submit to such medical examinations (including drug or alcohol tests), supply such information, and execute such documents as may be required by any underwriter, policyholder, or third-party administrator providing insurance programs specified under this Contract, or as may be directed by the Board to



determine Superintendent's ability to perform the essential job functions required by that assignment, with or without reasonable job accommodation(s).

- A. Upon the Board's request, Superintendent shall authorize the release of medical information necessary to determine if Superintendent is able to perform the essential job functions required by his assignment, with or without reasonable job accommodation(s).
  - B. Any medical or psychological examination or disclosure of such information required of Superintendent by the Board shall be job-related and consistent with business necessity.
  - C. Any medical or psychological examination under this section shall be at Board expense and shall be conducted by appropriate medical personnel of the Board's choice.
  - D. Any information obtained from medical or psychological examinations or inquiries shall be confidential. Superintendent may receive the results of Board-ordered tests and examinations upon written request.
18. **No Tenure in Position.** Superintendent agrees that he is not granted continuing tenure in the position of Superintendent or in any other administrative capacity by virtue of this Contract or any employment assignment within the District.
19. **Performance Evaluation.** Superintendent's performance shall be evaluated by the Board, at least annually and no later than December of each year. This evaluation process shall comply with Section 1249b of the Revised School Code (or its successor provision), using multiple rating categories that account for student growth data as a significant factor. See MCL 380.1249b. Superintendent shall annually and in a timely manner provide written notice to the Board of its responsibility to evaluate his performance. Subject to the Board's ultimate authority, the Board and Superintendent will collaborate on the way the Board will evaluate Superintendent.
20. **Nonrenewal.** The Board's decision not to continue or renew Superintendent's employment for any subsequent period in any capacity (other than as a classroom teacher as may be required by the Michigan Teachers' Tenure Act) is not a breach of this Contract or a discharge or demotion under the Michigan Teachers' Tenure Act.
21. **Suspension and Termination.** The Board is entitled to suspend or terminate Superintendent's employment at any time during the term of this Contract for a material breach of this Contract or for any reason that is not arbitrary or capricious. The Board and Superintendent, understanding the importance of reputation and cooperation, commit to bring issues about the performance of this Contract to each other's attention as soon as reasonably possible and to work collaboratively to resolve such concerns in a manner that promotes their respective interests.
- A. The foregoing standard for termination of this Contract during its term shall not apply to nonrenewal of this Contract at the expiration of its term, which decision is

discretionary with the Board and shall be governed by Section 1229 of the Revised School Code, MCL 380.1229.

- B. If the Board undertakes to suspend or terminate Superintendent during the term of this Contract, he shall be entitled to a hearing before the Board, which shall be scheduled no sooner than ten (10) calendar days after providing to Superintendent written notice of the charges. This timeline may be waived if mutually agreed by the parties.
- C. Superintendent may be represented by legal counsel at this hearing, but at his expense.
- D. If the Board terminates Superintendent's employment during the term of this Contract, this Contract shall automatically terminate, and the Board shall have no further contractual obligation to Superintendent.

22. ***Contract Termination by Superintendent.*** This Contract may be terminated by Superintendent upon written notice to the Board at least one hundred and twenty (120) calendar days before the termination date specified in Superintendent's written notice. The Board, in its sole discretion, may waive part or all this one hundred and twenty (120) day notice requirement.

23. ***Arbitration.*** If an unreconciled dispute relating to any provision of this Contract arises during the term of this Contract, the parties agree to submit such dispute to binding arbitration. With the exception of fees associated with arbitration which shall be governed under Paragraph C below, selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association, and shall comply with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.

- A. The parties intend that this process of dispute resolution shall include all contract and statutory claims advanced by Superintendent arising from his termination during the term of this Contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief.
- B. This agreement to arbitrate means that Superintendent waives his right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, Superintendent has the right to representation by counsel of his choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery, and the right to a fair hearing. However, Superintendent, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.
- C. The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and Superintendent, subject to Superintendent's right to seek to tax such fees as costs against the Board.

Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within one hundred eighty



(180) days of the effective date of Superintendent's termination during the term of this Contract. The arbitrator's Decision and Award shall be final and binding and judgment thereon may be entered in the Grand Traverse County Circuit Court.

24. ***Limitations Period.*** Superintendent agrees that any claim or suit arising out of his employment with the Board must be filed no later than six (6) months after the date of the employment action that is the subject of the claim or suit. Superintendent understands that the statute of limitations for claims arising out of an employment action may be longer than twelve (12) months but agrees to be bound by the six (6) month period of limitation set forth in this contract and expressly waives any statute of limitations to the contrary. Should a court of competent jurisdiction determine that this provision allows an unreasonably short period of time to commence a lawsuit, it is the parties' intent that the court should enforce this provision to the extent possible and declare the lawsuit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.
25. ***Entire Agreement.*** This Contract contains the entire agreement and understanding between the Board and Superintendent about his employment with the District. Prior or concurrent representations, promises, contracts, or understandings (written or oral) not contained in this Contract have no effect.
- A. Any prior agreement (written or oral) pertaining to the terms of this Contract is cancelled and superseded by this Contract. Provided, however, that this Contract is voidable under the Revised School Code's provisions pertaining to criminal history and records checks.
- B. No change or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board as reflected in its minutes, and signed by Superintendent and the Board President and Secretary.
- C. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provisions of this Contract at such time or at any other time.
26. ***Severability.*** 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).
27. ***Applicable Law.*** This Contract shall be governed by and interpreted in accordance with the laws of the State of Michigan.
28. ***Counterparts.*** This Contract may be executed in one or more counterparts, including by electronic signature, each of which shall be deemed to be an original, but all of which constitute one and the same agreement.
29. ***Authorization.*** This Contract is executed on behalf of the District pursuant to the authority contained in the Board motion adopted on September 11<sup>th</sup>, 2023, and expressly authorized

by Board motion adopted on September 11<sup>th</sup> 2023, the same being incorporated by reference.

IN WITNESS WHEREOF, the parties have affixed their signatures below.

9/11, 2023

**Superintendent**

Joshua T. Rothwell  
Joshua Rothwell

9/11, 2023

**Kingsley Area Schools Board of Education**

Anthony Temple  
Anthony Temple, Its President

9/11, 2023

Vivien Snyder  
Vivien Snyder, Its Vice-President

9/11, 2023

Kelly Saxton  
Kelly Saxton, Its Secretary

9/11, 2023

Max Anderson  
Max Anderson, Its Treasurer

9/11, 2023

Ian McKinley  
Ian McKinley, Trustee

9/11, 2023

Heather Bartelmay  
Heather Bartelmay, Trustee

9/11, 2023

Tina Schelich  
Tina Schelich, Trustee