

July 15, 2016

Mr. Benjamin DeGrow
Director of Education Policy
Mackinac Center for Public Policy
Midland, MI 48640
Email to: malesky@mackinac.org

Dear Mr. DeGrow:

This letter is in response to your Freedom of Information Act request dated July 7, 2016, and received by the District on July 7, 2016. On July 12, 2016 we extended our response time until July 21, 2016 so that we could gather the data requested.

In response to your request of July 7, 2016 we have determined to grant you access to the information outlined below:

1. Current superintendent contract for the district.

I believe our School District's response complies with the requirements of the Freedom of Information Act. If you disagree, you may file an appeal with the School District's Board of Education or you may file a lawsuit in Circuit Court. The following describes your rights of appeal and judicial review, as required by Section 5(4) of the Freedom of Information Act.

RIGHT TO APPEAL TO THE BOARD OF EDUCATION

For any part of your request that the District denied, you may submit to the Board President a written appeal that specifically states the word "appeal" and identifies the reason why you believe your request should be granted. The Board will then consider your appeal.

RIGHT TO SEEK COURT REVIEW

For any part of your request that the District denied, you may, within 180 days, commence an action in either the circuit court in which you reside or the circuit court in which the school district is located to compel disclosure of the public records. The School District will bear the burden of proving that it properly denied your request.

If the Court determines that the public records are not exempt from disclosure, the Court may order the School District to produce all or a portion of the public records wrongfully withheld.

If you prevail in court, the Court may award you reasonable attorneys' fees, costs, and disbursements. If the Court finds that the School District has arbitrarily and capriciously violated the Freedom of Information Act by refusing or delaying to provide you public records, the Court may award you \$500,000 in punitive damages.

If you have any questions, please contact me.

Sincerely,

Carl Schoessel

Carl Schoessel
Superintendent
Delton Kellogg Schools

CS/ch
Enclosures

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**DELTON KELLOGG SCHOOLS
CONTRACT OF EMPLOYMENT
INTERIM SUPERINTENDENT**

It is hereby agreed by and between the Board of Education of Delton Kellogg Schools (hereafter "Board" or "District") and Carl Schoessel (hereafter "Interim Superintendent") that said Board in accordance with its action found in the minutes of the meeting held on the 19th day of May, 2014, has been and does hereby retain Carl Schoessel as its Interim Superintendent of Schools for a period commencing July 1, 2014, and concluding pursuant to the notification of termination and provisions stated herein.

1. The Interim Superintendent shall perform the duties of the position of Superintendent of Schools as established by the Board or as such duties are changed from time to time by the Board in and for Carl Schoessel and as prescribed by the laws of the State of Michigan and the rules and regulations of the State Board of Education and Board of Education of Delton Kellogg Schools.
2. The Interim Superintendent shall receive compensation for the performance of duties under the Contract at a rate of five hundred dollars (\$500.00) per day worked. Compensation may be pro-rated for half-days that are worked. The number of work days for which the Interim Superintendent will be engaged is subject to prior approval by the Board. Such amount shall be subject to deductions required by law and will be remitted on the regular payroll of the District. The Interim Superintendent shall receive no other remuneration for service from the District for services rendered under this Contract.

The District agrees to reimburse the Interim Superintendent for business travel at the IRS mileage rate. Expenses for registrations, conferences (including the MASA State Conference), work-shops, etc. will be reimbursed by the District for job related activities approved by the Board.

3. The Interim Superintendent agrees that he shall not be deemed to be granted continuing tenure in the position of Interim Superintendent or in any other capacity by virtue of this contract or any employment assignment within the school district.
4. The parties further agree that their employment relationship is of an at-will nature, which means that the relationship is terminable at any time by either party with or without cause, upon the presentation of ten (10) working days written notice to the other party. The parties agree that the Interim Superintendent has no expectation of employment of any fixed duration and that this Contract and all obligations hereunder may be canceled upon presentation of the notice above specified. To the extent that non-renewal of this Contract is governed by the provisions of Section

1229 of the Revised School Code, the Interim Superintendent waives notice of non-renewal of this Contract under that enactment. To the extent that such notice may not be waived or is otherwise required to be given, Interim Superintendent acknowledges notice of non-renewal of this Contract through his signature on this document.

5. It is further agreed and stipulated that no individual administrator, Board member or other agent or employee of the District has the authority to alter or amend this at-will employment relationship or the terms of this Contract other than by formal action by the Board of Education. The Interim Superintendent agrees that his employment is intended to be of limited duration while the District is in the process of recruiting and selecting an individual to fill the office of Superintendent of Schools on a permanent basis.
6. The Interim Superintendent represents that he possesses the requisite certification/qualifications for the position assigned and that this agreement is terminable if it is determined by the Department of Education, or other proper authority, the Interim Superintendent does not possess the requisite certification/qualifications to perform the responsibilities associated with his position. It is the intent of this provision to enable the school district to comply with applicable state laws pertaining to the certification/qualifications pertaining to the position of Superintendent and to avoid any jeopardy to the operation of funding of the school district or the subjecting of the Board of Education, its members or the school district to any fines, penalties or sanctions of any nature. The presence of this stipulation shall in no way be construed or regarded as a limitation upon the at-will employment relationship specified in this agreement.
7. The Board agrees to pay the premium amount for errors and omissions insurance coverage for the Superintendent while engaged in the performance of a governmental function and while the Interim Superintendent is acting within the scope of his authority. The policy limits for this coverage shall not be less than Two Million Dollars (\$2,000,000). The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of the Interim Superintendent. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions coverage.

IN WITNESS WHEREOF, the parties have affixed their signatures this
_____ day of _____, 2014.

INTERIM SUPERINTENDENT

BOARD OF EDUCATION
DELTON KELLOGG SCHOOLS

President

Secretary