

**KALAMAZOO PUBLIC SCHOOLS
INTERIM SUPERINTENDENT CONTRACT**

THIS AGREEMENT is between the Kalamazoo Public Schools Board of Education (hereinafter called "Board") and Gary L. Start (hereinafter called "Interim Superintendent"). The Board has appointed Gary L. Start to serve as Interim Superintendent, and he has accepted this appointment.

The parties agree as follows regarding Gary L. Start's contract as Interim Superintendent:

1. **Contract Period.** The Board agrees to employ Gary L. Start as Interim Superintendent of Schools for a term commencing July 1, 2019 through the date the Board names and appoints a permanent superintendent. The Interim Superintendent's appointment is a temporary appointment, and the Interim Superintendent has no intention of serving as a permanent replacement.

2. **Duties.** The Interim Superintendent agrees, during the period of this Agreement, to faithfully perform the duties of Superintendent in a competent and professional manner in accordance with the established policies and regulations of the Board of Education and the laws and regulations of the State and United States Department of Education.

3. **Compensation.** The Board agrees to pay the Interim Superintendent for his services during his tenure as an Interim Superintendent an annual salary of \$200,000, prorated over the period of time that he serves as Interim Superintendent.

4. **Evaluation.** The Board shall evaluate the Interim Superintendent as may be appropriate and as may be required under section 1249 of the Michigan Revised School Code, MCL 380.1249.

5. **Fringe Benefits.** The Board shall provide the Interim Superintendent with the same level of fringe benefits and insurance that he received as Deputy Superintendent.

6. **Professional Growth.** The Interim Superintendent may attend professional meetings at the local, state and national levels, the expenses of said attendance to be paid by the district. The district encourages the Interim Superintendent to attend seminars and classes that will help improve his skills and shall reimburse the Interim Superintendent for expenses for successfully completed academic university courses or seminars. The Interim Superintendent shall notify the Board President in advance of his absence from the district for such purposes.

7. **Professional Dues and Membership Fees.** In addition to those associations that he had joined prior to his appointment as Interim Superintendent, including the Michigan School Business Officials and the Association of School Business Officials, The district shall pay the Interim Superintendent's Association dues for the American Association of School Administrators, the Michigan Association of School Administrators, and MASA Region in which the district is located as well as other appropriate affiliations as approved as related to the duties as Interim Superintendent.

8. **Tenure.** The Interim Superintendent shall not have tenure in this or any other administrative or non-classroom position.

9. **Termination Provisions.** The Board has the right to unilaterally terminate the Interim Superintendent's contract at any point by providing fourteen (14) calendar days' notice. This Agreement and its terms shall automatically terminate in the event of the death or serious disability of the Interim Superintendent. Any earned salary or accrued unused vacation pay at the time of death shall be paid to the Interim Superintendent's heirs and/or designated beneficiaries in the manner permitted or required by applicable law.

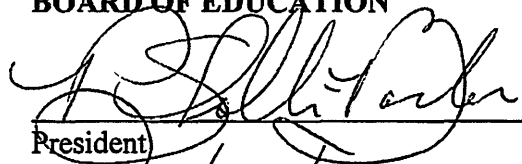
10. **Professional Liability.** In the light of the unique nature of the professional duties of the Interim Superintendent, the Board shall provide to the Interim Superintendent at no expense to him legal counsel and representation in any legal action brought against him as Interim Superintendent and either hold him harmless or insure him adequately against all liability that results from his performance as Interim Superintendent or as a result of performing any duties related to the office of Interim Superintendent.

11. **Dispute Resolution.** In the event of a dispute between the parties relating to any provision of this Agreement, the employment relations, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this Agreement, the parties hereby agree to submit such to binding arbitration. Such arbitration shall be conducted under the rules of and administered by the American Arbitration Association. The arbitrator's fee and the expense of the AAA shall be shared equally by the parties; however, the Interim Superintendent's cost shall not exceed \$500. All parties are entitled to have representation of their own designation; however, each party shall be responsible for the costs of such respective representation. Arbitration must be initiated within sixty (60) days of the action giving rise to the dispute or it is waived.

12. **Amendment.** This Agreement constitutes the entire understanding and agreement of the parties. No individual Board member has the authority to enter into any new or different contract or to modify this Agreement. No change shall be effective with respect to the terms of this Agreement unless in writing, approved by the Board and signed by both parties.

We, the parties to this Interim Superintendent's Contract, sign our names and execute this Agreement as of the day and year written in the opening paragraph.

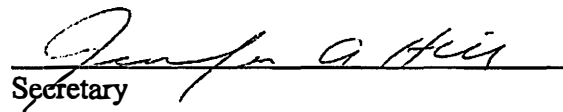
**KALAMAZOO PUBLIC SCHOOLS
BOARD OF EDUCATION**



President

11/22/19

Date



Secretary

11-22-2019

Date

INTERIM SUPERINTENDENT



Gary L. Start

11/22/19

Date