

# BYRON AREA SCHOOLS

## CONTRACT OF EMPLOYMENT INTERIM SUPERINTENDENT

It is hereby agreed upon by and between the Board of Education of Byron Area Schools (the "Board") and Jan Amsterburg ("Interim Superintendent") (collectively the "Parties") that the Board, in accordance with its action found in the minutes of the meeting held on the 20<sup>th</sup> day of December 2021, has appointed and hereby retains Jan Amsterburg to serve as the Interim Superintendent of Schools for Byron Area Schools (the "District") commencing January 1, 2022.

The term of this Agreement may be extended for an additional period of time upon written agreement between the Parties and as may otherwise be provided herein.

1. ***Duties and Performance.*** Interim Superintendent agrees to devote their talents, skills, efforts, and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. 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, 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 District during the entire term of this Contract. Interim Superintendent agrees that they will diligently and competently discharge their duties on behalf of the District to enhance the operation of the District and will use their best efforts to maintain and improve the quality of the programs and services of the District.

2. ***Compensation, Number of WorkDays, and Benefit Option.*** Interim Superintendent shall receive compensation for the performance of their duties under this contract at a rate of \$600 per day for three (3) days per week, subject to applicable state and federal withholdings, for the term commencing January 1, 2022, and ending on June 30, 2022. Interim Superintendent will be available by phone on days not in district or no additional charge. The Interim Superintendent will provide services to the District for a total of \$1800 per week (three (3) days onsite) from January 1, 2022, to June 30, 2022. In the event a new Superintendent is approved by Board action, the Board agrees to pay Interim Superintendent a pro-rata share of the compensation stated in this paragraph.

The Interim Superintendent is declining the option to receive insurance benefits from the District and provides all required assurances that they are receiving insurance benefits from another source during their employment with the District.

3. ***Expenses.***

A. **Mileage.** The District will reimburse the Interim Superintendent for use of their motor vehicle while conducting District business travel at the then-applicable IRS standard mileage rate.

B. Organization Dues. The District shall pay for or reimburse the Interim Superintendent's dues for their membership in appropriate professional organizations such as MASA, MASB, etc.

4. *No Tenure in Position*. Interim Superintendent agrees that they 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 District.

5. *Nonrenewal*. To the extent that this Contract's nonrenewal is governed by Revised School Code Section 1229, MCL 380.1229, Interim Superintendent waives notice of nonrenewal of this Contract. If such notice may not be waived or is otherwise required to be given, Interim Superintendent, through their signature on this document, acknowledges notice of nonrenewal of this Contract.

6. *At-Will Status*. The Parties acknowledge that the Superintendent is employed on an at-will basis and there is no expectation for continued employment with the District. 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 of the Board. Interim Superintendent agrees that their 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.

7. *Certification/Qualifications*. Interim Superintendent represents that they possesses and will maintain or acquire the requisite certification or qualifications for the position assigned and that this Contract is terminable if it is determined by the Board or the Michigan Department of Education (or any other proper authority) that Interim Superintendent does not possess the requisite certification or qualifications to perform the responsibilities associated with their position.

This provision is intended to enable the District to comply with applicable state laws pertaining to the certification or qualifications of the position of Interim Superintendent and to avoid any jeopardy to the District's operation or funding, or subjecting the Board, its members, or the District to any fines, penalties, or sanctions of any nature. The presence of this stipulation shall not be construed or regarded as a limitation upon the at-will employment relationship specified in this Contract.

8. *Errors and Omission Insurance and Indemnification*. The Board will pay the premium amount for errors and omissions insurance coverage for Interim Superintendent while engaged in the performance of a governmental function and while Interim Superintendent is acting within the scope of their authority. As authorized under MCL 380.11a(3)(d) and 691.1408, the District will fully indemnify and defend Interim Superintendent from all claims made against him while they is acting within the scope of

their authority as Interim Superintendent and not acting ultra vires. District's indemnity obligation shall survive any end to this Contract.

9. **Limitations Period.** Interim Superintendent agrees that any claim or suit arising out of their employment with the Board must be filed no more than six (6) months after the date of the employment action that is the subject of the claim or suit. Interim Superintendent understands that the statute of limitations for claims arising out of an employment action may be longer than six (6) 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.

10. **Contract Interpretation.** This Contract is governed by and shall be interpreted in accordance with the laws of the State of Michigan.

11. **Jurisdiction.** The proper jurisdiction and venue for any court action to enforce this Contract or interpret its terms is the Shiawassee County Circuit Court, State of Michigan.

12. **Entire Agreement.** This Contract contains the entire agreement and understanding between the Parties about Interim Superintendent's employment. 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.
- 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 Interim Superintendent and the Board President and Vice President.
- 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.

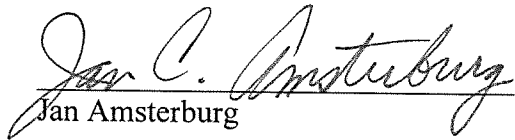
13. **Severability.** If any provision of this Contract becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Contract shall continue in full force and effect without said provision(s).

14. **No Assurances.** The Board makes no assurances or promises regarding the impact or consequence of entering into this Agreement on the Interim Superintendent's retirement benefits, tax liability, or other financial considerations. The Interim

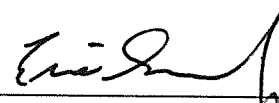
Superintendent had the opportunity to have this Agreement reviewed by a financial advisor or legal counsel before signing this Agreement.

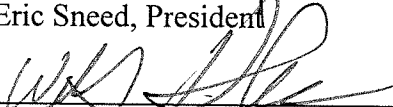
IN WITNESS WHEREOF, the Parties have affixed their signatures this 20<sup>th</sup> day of December, 2021.

INTERIM SUPERINTENDENT

  
Jan Amsterburg

BYRON AREA SCHOOLS  
BOARD OF EDUCATION

By:   
Eric Sneed, President

By:   
Will Honke, Vice President