

**ITHACA PUBLIC SCHOOLS  
CONTRACT OF EMPLOYMENT – INTERIM SUPERINTENDENT**

The Ithaca Public Schools Board of Education (the “Board”) employs Sarah L. Kettelhohn as the Interim Superintendent for Ithaca Public Schools (the “District”) according to the terms and conditions of this Contract of Employment and during the term when the current Superintendent, Steven Netzley, is on active duty status with the United States military. The Board approved a contract containing the terms set forth below on September 25, 2019 at a special Board meeting as reflected in the Board’s meeting minutes.

1. **Term.** The Board agrees to employ the Interim Superintendent as Superintendent of Schools beginning on October 7, 2019. The Parties agree that the Interim Superintendent’s employment will not extend beyond January 2021. If the Parties determine that the employment will extend beyond January 2021, the parties will execute a written agreement extending the contract. The Interim Superintendent agrees to perform the duties of Superintendent of Schools in a competent and professional manner in accordance with the established policies and regulations of the Board and Michigan and federal law.
2. **Duties.** The Interim Superintendent shall serve as chief executive officer and chief administrative officer of the Board. The Interim Superintendent shall be entitled to: present her recommendations on any subject under consideration by the Board; attend each meeting of the Board; and serve as an ex officio (non-voting) member of each committee established by the Board. The Interim Superintendent acknowledges the ultimate authority of the Board as to her duties and agrees to faithfully perform those duties and to diligently implement that Board’s policies and education programs. The Interim Superintendent agrees to comply with and fulfill all duties and tasks for which she is responsible as required by state and federal law, as well as by the Board through its policies, regulations, and directives. The parties agree that the Interim Superintendent is responsible for continuing to perform the duties of Assistant Superintendent of Finance and Operations in addition to the duties of the Interim Superintendent during the term of this contract.
3. **Days Worked.** The Parties agree that the Interim Superintendent will dedicate four (4) days per week to perform the duties of the Superintendent identified in Paragraph 2. The Interim Superintendent may determine which four days she will work per week. The Board expects the Interim Superintendent to perform work for the District for at least eight (8) hours during the four (4) days that she will be working under this contract of employment. The Interim Superintendent will attend regular and special Board meetings to update the Board on District business. Upon a request by the Board, the Interim Superintendent will provide the Board with a record of specific days she has provided services to the District.
4. **Compensation.** The Board agrees to the following compensation terms:
  1. The Interim Superintendent will receive compensation in the amount of \$28,700 for services rendered on October 7 through December 31, 2019 to be paid evenly among remaining pay periods for the calendar year 2019.

2. The Interim Superintendent will receive compensation in the amount of \$28,700 for services rendered on January 1, 2020 through December 31, 2020 to be paid evenly among the 24 pays in calendar year 2020.

3. The Interim Superintendent will receive compensation in the amount of \$28,700 for unpaid services rendered during 2020 and for services rendered on and after January 1, 2021 until the Superintendent's return to his Superintendent position, to be paid in the first four pays in 2021.

Such amounts will be subject to deductions required by law and will be remitted on the District's payroll pay schedule. The Interim Superintendent shall provide documentation to the Board President of the days she has provided services to the District. The Interim Superintendent shall receive no other remuneration for service from the District for services rendered, other than the consideration listed in this Agreement. Any adjustment in the Interim Superintendent's salary made during the term of this Agreement shall be in writing and shall become part of this Agreement.

5. **No Representations.** The Parties agree that the Board (including their respective members, officers, administrators, employees, attorneys and/or agents) has made no representations or promises as to the impact of employment under this contract to the Interim Superintendent's eligibility for retirement, continuation of retirement benefits, retirement benefit levels, or service credits earned. The Interim Superintendent acknowledges that all decisions regarding eligibility for retirement, retirement benefit levels, and service credit earned are solely determined by the Michigan Public School Employees Retirement System ("MPERS"). The Board (including their respective members, officers, administrators, employees, attorneys and/or agents) is not liable or responsible for promises or statements made to the Interim Superintendent by the MPERS regarding continued eligibility for retirement, continuation of retirement benefits, retirement benefit levels, or service credits earned.
6. **Holidays.** Interim Superintendent is not entitled to receive compensation for holidays unless the Interim Superintendent is providing services to the District on that date.
7. **Leave Days.** Interim Superintendent is not eligible to accrue or receive vacation, personal, or sick leave days during the term of this contract.
8. **Benefits.** The Interim Superintendent declines health, dental, life, vision, and disability insurance offered by the Board. The Board accepts the Interim Superintendent's decision to decline insurance and has received proper assurances that the Interim Superintendent will receive insurance under another insurance provider.
9. **At-Will Status.** The parties agree that the employment relationship is of an at-will nature and is terminable by either party with or without cause. No individual administrator, board member, or other agent or employee has the authority to alter or amend this at-will employment relationship or the terms of this Contract of Employment other than by formal action of the Board. The party terminating the Contract before January 1, 2021 will give ten (10) working days written notice of the intent to terminate the agreement 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. Further, the Parties agree that this contract is executed to provide an Interim Superintendent to the District during the current Superintendent's military leave of absence and that the Interim Superintendent hereby tenders her resignation upon the current Superintendent's return.

10. **No Tenure In Position.** It is mutually understood and agreed that this agreement does not confer tenure upon the Interim Superintendent in the above position or any other administrative position, or any employment assignment in the District.
11. **Nonrenewal.** To the extent that this Contract's nonrenewal is governed by Section 1229 of the Revised School Code, the Interim Superintendent waives notice of nonrenewal of this Contract under that statute. If such notice may not be waived or is otherwise required to be given, the Interim Superintendent, through her signature on this document, acknowledges notice that the Board will consider nonrenewal at the end of this contract term and notice of nonrenewal of this Contract as of the date affixed to the Interim Superintendent's signature.
12. **Expenses.** Interim Superintendent shall be eligible to be reimbursed for travel, meals and lodging in accordance with per diem expense and reimbursement standards and procedures established by the Board. Any expense to be incurred by Superintendent for out-of-district travel, and/or overnight stays, shall be submitted in advance for review and approval by the Board. Interim Superintendent shall be required to present an itemized account of her reasonable and necessary expenses in accordance with direction of the Board or its designee. Subject to express approval by the Board, the fees or dues for membership in appropriate professional organizations shall be paid by the Board.
13. **Certification/Qualifications.** The Interim Superintendent represents that she 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 Michigan Department of Education (or other proper authority) that the Interim Superintendent does not possess the requisite certification or qualifications to perform the responsibilities associated with her 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 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.
14. **Errors and Omission Insurance.** The Board agrees to pay the premium amount for errors and omissions insurance coverage for Interim Superintendent while engaged in the performance of a governmental function and while the Interim Superintendent is acting within the scope of her authority. The policy limits for this coverage shall be not less than \$1,000,000. 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 Board 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 Board shall the right to discontinue said coverage and shall so notify the Interim Superintendent. In the event, the Board agrees to a case-by-case basis to consider providing legal defense and/or indemnification to Interim Superintendent as is authorized under MCLA 691.1408 and MCLA 380.11a (3)(d).

**15. Limitations Period.** The Interim Superintendent agrees that any claim or suit arising out of her 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. The 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.

**16. Entire Agreement.** This Contract contains the entire agreement and understanding between the Board and the Interim Superintendent about her 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. 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 the Interim Superintendent and the President and Secretary of the Board.

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.

**17. Evaluation.** The Board will conduct an evaluation of the Interim Superintendent's performance as set forth in Sections 1249 and 1249b of the Revised School Code.

**18. 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).

This agreement is executed by authorized officials in accord with official action by the Board of Education at its meeting held on \_\_\_\_\_, 2019.

ITHACA PUBLIC SCHOOLS  
BOARD OF EDUCATION

INTERIM SUPERINTENDENT

By: Steven J. Lehman

By: Sarah L. Kettelhohn

Its: President

Dated: 10-28-, 2019

Dated: 10-28-, 2019

By: Bruce Hoffman

Its: Secretary

Dated: 10-31, 2019