

CONTRACT OF EMPLOYMENT—INTERIM SUPERINTENDENT

This agreement is made this 1st day of May 2024 between the Hamtramck Public Schools, School District (hereinafter referred to as the "School District") and Jim Larson-Shidler ("Larson-Shidler" or "Interim Superintendent").

The School District and Larson-Shidler agrees as follows:

1. The School District hereby hires Larson-Shidler to continue performing the duties of the Chief Financial Officer ("CFO") position he currently holds and as the School District's Interim Superintendent, and to serve in both positions for the term beginning on May 1, 2024, and terminating on the return to work of the School District's Superintendent or as otherwise determined by the Board of Education ("Board") for the School District. In this regard, Larson-Shidler hereby expressly acknowledges that he has hereby been given 90 days' advance, written notice of the nonrenewal and termination of his Interim Superintendent Agreement and position due to the return to work of the School District's Superintendent and that he has been provided a meeting with the Board in accordance with MCL 380.1229 (the meeting at which he was appointed to serve as Interim Superintendent) to discuss the reason for said nonrenewal/termination and he agrees that the Board's reason is not arbitrary or capricious. Upon nonrenewal/termination of his Interim Superintendent Agreement/position, Larson-Shidler will continue in the CFO position he currently holds and continues to hold and perform such duties before and while Interim Superintendent and on the same terms and conditions that applied to that position before he was appointed Interim Superintendent.

2. The Interim Superintendent agrees that under terms of this Agreement, he is denied continuing tenure in his capacity as CFO and as the Interim Superintendent of the School District and he shall not acquire tenure in either position. In addition, the parties agree that this Agreement controls and covers both positions until Larson-Shidler's Agreement and position as Interim Superintendent terminates/nonrenews, that it supersedes (unless expressly specified otherwise herein) the CFO Employment Agreement, dated August 7, 2023, he had for his CFO position prior to his appointment as Interim Superintendent and that upon termination/nonrenewal of his Interim Superintendent Agreement/position, the contract he had for his CFO position before his appointment as Interim Superintendent shall resume in full force and effect.

3. For services rendered hereunder, the School District shall pay Larson-Shidler a per diem daily stipend rate of \$250.00. Payments will be made bi-weekly consistent with the ordinary payroll schedule for the School District. Larson-Shidler shall also continue to receive his salary (\$147,600.00) in accordance with the CFO Employment Agreement (Section 3), dated August 7, 2023.

4. Larson-Shidler shall, for the term of this Agreement, be reimbursed for reasonable expenditures for travel, meals, entertainment, professional association dues, automobile expenses, conferences and workshops approved in accordance with Board policy and procedure, but only for expenditures incurred in acting on or in furtherance of the business of the School District. Such expenditures will be reimbursed upon presentation by Larson-Shidler of an itemized and detailed accounting of such expenditures and receipts relating thereto in the form customarily required by the School District and in conformity with the applicable rules and regulations of the Internal Revenue Service.

5. Larson-Shidler shall continue to receive his current fringe benefits in his capacity as CFO only, as specified in his CFO Employment Agreement (Section 4), dated August 7, 2023. Larson-Shidler shall not be entitled to any additional fringe benefits in his role as Interim Superintendent beyond that which is contained in Section 4 of his CFO Employment Agreement, dated August 7, 2023.

6. The School District agrees to defend, indemnify, and hold Larson-Shidler harmless from and against all claims, suits, judgments, liabilities, costs, and expenses arising from actions taken or decisions made in good faith and within the scope of his employment. Larson-Shidler shall immediately give the Board notice of any claim for defense and indemnification hereunder promptly upon his knowledge of any claim or action against him. The Board shall have the right to appoint the attorney and conduct the defense of any such claim or action provided, however, if Larson-Shidler fails to fully cooperate in the defense of any claim or actions, then this provision of defense, indemnity and save harmless provision shall become null and void.

7. Larson-Shidler shall be evaluated, in accordance with MCL 380.1249b, solely in his capacity as Interim Superintendent but only if he holds that position for a full, school year and any such evaluation shall be considered in open or closed session, as may be requested by him under the Open Meetings Act. Larson-Shidler shall not be evaluated in his CFO capacity while serving as Interim Superintendent.

8. Larson-Shidler, in addition to his CFO and Interim Superintendent duties, shall serve as Chief Administrative Officer and Chief Executive Officer of the School District, including the duties prescribed by Board policy and applicable law, and such other assigned duties as may be established by the Board, and he agrees to obey, fulfill, and abide by all the rules, regulations, policies, directives and decisions of the Board. Larson-Shidler shall be entitled to:

- a. present his recommendations on any subject under consideration by the Board;
- b. attend each meeting of the Board, if possible;
- c. engage in the business of running the day-to-day operations of the Hamtramck Public School District with the appropriate decision-making authority; and
- d. perform any and all other roles and responsibilities as set forth in Board Policy and state law.

9. Larson-Shidler will perform his duties in a timely, faithful, diligent, efficient, and fiscally responsible manner and he further warrants, represents, and affirms to the School District:

A. That he will achieve and maintain all required certifications in accordance with the laws of the State of Michigan and the rules and regulations of the Department of Education for positions held by him, including those required by Section 1246 of the Revised School Code and the Michigan Administrative Code;

B. That he is competent to perform the duties for which he is hired, is possessed of the requisite skill and knowledge to enable him to do so, and that he will faithfully serve and be regardful of the interests of the School District. The Interim Superintendent agrees, as a condition of continued employment, to meet all certification and continuing

education requirements for the position assigned, as are and may be required by law or by the Michigan Board of Education. If at any time the Interim Superintendent fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this Agreement shall automatically terminate, and the Board shall have no further obligation hereunder.

C. That he will perform all duties in accordance with the law and with such care and skill as is necessary to prevent injury to the property, good will, and interests of the School District.

D. That he agrees that this Agreement is conditioned upon his successful completion of, and continuous compliance with, all laws requiring a criminal history and background check and criminal charge and conviction reporting.

E. That he will cooperate with any mentoring resources provided to him by the Board and that he will complete any training he is currently receiving or which the Board determines he should receive.

10. The School District may nonrenew this Agreement or the position of Interim Superintendent and this Agreement as provided herein or unilaterally terminate this Agreement at any point by providing fourteen (14) calendar days' notice, without liability hereunder for any payments and/or fringe benefits, for circumstances, acts or omissions that warrant such a nonrenewal or termination including, but not be limited to the following:

- a. A breach of this Agreement, as determined in the sole discretion of the Board;
- b. Return to work by the School District's Superintendent;
- c. The commission of any act of misconduct as determined in the sole discretion of the Board;
- d. A violation of the law as determined by the Board, insubordination, physical or mental disability, or for other reasonable cause. Disabled shall mean the inability to perform the essential job duties and functions of the Agreement/position, with or without reasonable accommodation, for an aggregate of three (3) months during the term of this Agreement.

Larson-Shidler may terminate this agreement by tendering his resignation, in writing, to the Board to be effective no less than 90 days after tendering such notice. If the Board undertakes to dismiss Larson-Shidler during the term of this Agreement, this contract shall automatically terminate, and the Board shall have no further obligation hereunder.

11. The School District's or Board's waiver of a breach of any provision or aspect of this Agreement by shall not operate or be construed as a waiver of any subsequent breach. No waiver shall be valid unless in writing and approved by the Board.

12. Any provision of this Agreement prohibited by the laws of the United States or the State of Michigan shall be ineffective to the extent of such provision only and without invalidation of the remaining provisions of this Agreement.

13. Except as otherwise provided in paragraph 10 above, any and all disputes, controversies, or claims arising out of or in connection with or relating to this Agreement, or any breach or alleged breach thereof, or any claim that the Board violated any law, including, but not limited to: Michigan's Elliott-Larsen Civil Rights Act, Michigan's Persons with Disabilities Civil Rights Act, Michigan's Paid Medical Leave Act, Michigan's Workforce Opportunity Wage Act, Michigan's Improved Workforce Opportunity Wage Act, Michigan's Payment of Wages and Fringe Benefits Act, Michigan's Whistleblower's Protection Act, the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, the Family and Medical Leave Act, the Fair Labor Standards Act, the Equal Pay Act, all as amended; Michigan common law doctrines; or tort claims relating to the employment relationship with the Board shall, upon request of the party involved, be submitted to and settled exclusively by binding arbitration in the State of Michigan pursuant to the Labor Rules of the American Arbitration Association ("AAA"). Arbitration under this provision shall be conducted pursuant to the Uniform Arbitration Act, MCL 691.1681 *et. seq.*, and MCR 3.602 and shall be subject to the following terms:

- a. The parties specifically agree to arbitrate with the other party in a joint proceeding regarding all common issues and disputes. As such, neither party may litigate such claims against each other in court or any other forum. This agreement to arbitrate shall be specifically enforceable and all parties herein waive any argument to the contrary regarding enforceability.
- b. Notice of the demand for arbitration shall be filed in writing with the other party to this agreement with the AAA. The demand for arbitration shall be made within one hundred and eighty (180) days after the claim, dispute, or other matter in question arose. Each the party is responsible to pay the initiation fee assessed by the AAA.
- c. Each party shall be responsible for their own costs. The Board and Superintendent shall share the cost of arbitrator fees equally.
- d. The arbitrator appointed by the AAA shall have no power to add to, subtract from, or alter the terms of this Agreement, and shall render a written decision setting forth findings of fact and conclusions of law only as to the claims or disputes at issue. If a party prevails on a statutory claim that entitles the prevailing party to attorney fees, the arbitrator may award reasonable fees to the prevailing party in accordance with the statute.
- e. An award by the arbitrator shall be final, conclusive, and binding upon the parties, and a judgment thereon may be entered in any court, state or federal, having appropriate jurisdiction.

14. This Agreement contains the entirety of any and all agreements of and between the parties hereto, and may not be altered, modified or rescinded by any prior or contemporaneous statement or understanding of either such party, or any person on a party's or the parties' behalf. This Agreement may be amended, modified, or otherwise altered during its term only by an express written modification, denominated as such, and signed by each of the parties hereto.

In witness whereof, the parties hereto have executed this Agreement the day and year first written above.

SCHOOL DISTRICT

BY: 

ITS: _____

board of education, President

JIM LARSON-SHIDLER



Jim Larson-Shidler

