

**Employment Contract between Nathan Fowler
and the
Lowell Area Schools Board of Education**

It is hereby agreed by and between the Board of Education of the **Lowell Area Schools** (hereinafter "Board") and **Nathan Fowler** (hereinafter "Superintendent") that pursuant to Section 1229(1) of the Revised School Code, the Board in accordance with its action found in the minutes of its meeting held on the 11th day of January, 2021, has and does hereby employ Nathan Fowler as Superintendent according to the terms and conditions as described and set forth herein as follows:

- 1. Contract Period.** The Board agrees to employ the Superintendent for the term commencing January 11, 2021 and ending on June 30, 2023. This contract shall be automatically extended for successive periods of one year (July 1 – June 30) after each June 30 unless the Board gives written notice by April 1 of that year of its intent not to extend or renew the contract.
- 2. Duties.** Superintendent agrees to devote his full time and attention to the performance of the duties of Superintendent of Schools. The Superintendent agrees to perform these duties in a competent and professional manner in accordance with the policies and directions of the Board and the laws and regulations of the State of Michigan, and shall not during the term of the Contract be engaged in any other activity for remuneration without prior approval of the Board or its designee. In the event the Board determines that any outside activities interfere with the Superintendent's performance of his duties, the Board may require that the Superintendent cease some or all of such outside activities. The Superintendent pledges to use his best efforts to maintain and improve the quality and efficiency of the operation of the School District.
- 3. Certification.** Superintendent represents that he meets and will maintain any applicable certification/qualification requirements of the Michigan State Board of Education and the Michigan Revised School Code and meets any other legal or Board requirements necessary to perform his duties as Superintendent of the Lowell Area Schools, all of which are conditions of continued employment under this Agreement. If at any time Superintendent fails to maintain any certification or qualification requirements, this Contract will automatically terminate and the Board shall have no further obligation hereunder.
- 4. Compensation.** The Board will pay the Superintendent for his services a salary for the 2020-2021 school year at the annual rate of \$165,000, commencing on January 11, 2021 (Superintendent's prorated salary for the remainder of the 2020-2021 school year shall be **\$77,759** starting on January 11). Provided that the Superintendent receives a performance evaluation rating of Effective or Highly Effective for the 2020-2021 school year, compensation for 2021-2022 will be at the annual rate of \$173,250. Provided that the Superintendent maintains a performance evaluation rating of Effective or Highly Effective, compensation for 2022-2023

will be at the annual rate of \$178,448. Annual compensation is payable in 26 equal bi-weekly installments beginning with the commencement of the fiscal/contract year.

The Board hereby retains the right to increase the annual salary of the Superintendent during the term of this Contract. Consistent with the provisions of Section 1250 of the Revised School Code, the Superintendent's job performance, overall effectiveness and job accomplishments will be significant factors in determining any adjustment to the Superintendent's compensation. Any increase in salary made during the term of this Contract not otherwise specified herein, shall be in the form of a written amendment and when executed by the Superintendent and the Board, shall become a part of this Contract.

In addition, \$8,500 shall be contributed annually on the Superintendent's behalf to a 403(b) tax deferred annuity plan as allowed by the Lowell Area Schools Deferred Compensation Plan. (Superintendent's prorated annuity for the remainder of the 2020-2021 school year shall be **\$4,006** starting on January 11). Annuity is payable in 26 equal bi-weekly installments beginning with the commencement of the fiscal/contract year.

Administrator shall receive a cell phone stipend in the amount of \$55 per month, \$660 annually, prorated to actual months worked.

5. Incentives.

A. Merit: Beginning with the 2021-2022 school year, the Superintendent shall receive \$1,000 annually in merit pay. Merit pay will be based on the previous 5-year average of student growth scores. This payment shall be made by June 30 of each fiscal year.

6. Contract Termination. In the event the Superintendent wishes to terminate this Contract, written notice must be given to the Board of Education at least ninety (90) days prior to the effective termination date or he shall forfeit any right to payout for unused leave time (if applicable). During the 90 days, the Superintendent shall continue to perform his obligations to the District.

Upon separation of the Superintendent during any fiscal/contract year, his salary shall be adjusted to reflect payment, on a per diem basis, for the number of days on which services were actually and physically rendered during the contract year. The Board shall remit any amounts due the Superintendent upon separation to him as soon as such amounts can diligently be determined and processed.

7. Fitness for Position. The Superintendent's employment is contingent upon him being fit to fully perform the essential functions of the position, on a regular and consistent basis. Upon request of the Board, the Superintendent shall authorize the release of medical information necessary to determine if the Superintendent is

capable of performing the essential job functions required by his assignment, with or without reasonable job accommodation(s). Any physical or mental examination or disclosure of such information required of Superintendent by the Board shall be job related and consistent with business necessity. Any medical or psychological examination under this section shall be at Board expense. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.

8. Benefits

Plan A: The District will transmit monthly premiums for single/double/family medical plan, not to annually exceed the legislative medical cap for the stated school year for the Administrator and eligible dependents (as defined by the health carrier as selected by the District) who choose Plan A, as long as Administrator does not have health care insurance from another source. All other non-medical benefits described below shall be 100% employer paid. Excess employee cost shall be done through payroll deduction (calculated annually and deducted over 24 pay periods). The employee may elect to make the payroll deduction through a Section 125 Plan.

PLAN A

<p>Health: WMHIP</p>	<p>Option 1: Traditional Plan 100% In-Network 80/20 Out-of-Network After Deductible Met. \$250/500 In-Net Deduct. \$500/1000 Out-Net Deduct. \$10/40 Rx Co-Pay \$5 Ofc Visit Option 2: High Deductible (HSA) 100% In-Network 80/20 Out-of-Network After Deductible Met. \$1400/2800 In-Net Deduct. \$2800/5600 Out-Net Deduct. \$10/40 Rx Co-Pay \$0 Ofc Visit</p>
<p><u>Long Term Disability</u></p>	<p>66 2/3% \$6,000 Maximum Monthly Income Benefit 90 Calendar Day Benefits shall begin after the exhaustion of the Administrator’s accumulated sick leaves (plus days from the sick bank, if any) or expiration of 90 calendar days of disability accumulated in any twelve (12) consecutive months. Only the last three days of the waiting period need be consecutive and for the same condition.</p>

<u>Vision</u> Lowell Area Schools (LAS)	EyeMed LAS Fully Insured Vision Plan
<u>Dental</u> Priority Health Self-Funded Plan Year November 1 to October 31	ADN Dental Plan 100% Class I; 90% II; 90% Class III; 90% Class IV \$2,000 Class I, II, & III Yearly Maximum \$3,000 Class IV Lifetime Maximum
<u>Negotiated Life</u>	\$250,000 with AD&D*

Plan B: The District will pay monthly premiums for the Administrator and eligible dependents (as defined by the District) that choose Plan B. Board will pay 100% of all non-medical benefits. Employee shall pay any elective insurance cost (calculated annually and deducted over 24 pay periods) for all self-elected benefits through payroll deduction, excluding the cash in lieu amount. The employee may elect to make the payroll deduction through a Section 125 Plan.

In addition to Plan B, Superintendent will receive a monthly stipend equal to the amount offered under the LEA Master Agreement as cash in lieu of health insurance.

PLAN B

<u>Long Term Disability</u>	66 2/3% \$6,000 Maximum Monthly Income Benefit 90 Calendar Day Benefits shall begin after the exhaustion of the Administrator’s accumulated sick leaves (plus days from the sick bank, if any) or expiration of 90 calendar days of disability accumulated in any twelve (12) consecutive months. Only the last three days of the waiting period need be consecutive and for the same condition.
<u>Vision</u> Lowell Area Schools (LAS)	EyeMed LAS Fully Insured Vision Plan
<u>Dental</u> Priority Health Self-Funded Plan Year November 1 to October 31	ADN Dental Plan 100% Class I; 90% II; 90% Class III; 90% Class IV \$2,000 Class I, II, & III Yearly Maximum \$3,000 Class IV Lifetime Maximum
<u>Negotiated Life</u>	\$250,000 with AD&D*

*The Superintendent shall submit to such medical examinations, supply such information, and execute such documents as may be required by any underwriter, policyholder, or third-party administrator providing insurance programs specified under this Agreement.

- B.** A choice between Plan A and Plan B will be made one time only each year during open enrollment or upon a change in family status. Choices are not interchangeable during the insurance coverage year.
 - C.** The open enrollment period shall be jointly established by the Board of Education and the provider whose new annual rates begin January 1 of each year. The Board of Education shall be responsible for providing insurance information including applications and claim materials.
 - D.** In the event the Superintendent dies during the school year, and providing the policy permits continued dependent coverage, the Board of Education shall continue payments of the applicable premiums through June 30th of the school year during which the death occurs.
 - E.** In the event the Superintendent, voluntarily or involuntarily, terminates his employment with the district, the Superintendent, spouse, and dependent children should be entitled to continued coverage, at the Superintendent's expense, if the qualifying event is due to termination of employment or a reduction of hours. This continuation of coverage shall be in accordance with applicable law.
 - F.** The Board may at its option provide substantially equivalent healthcare coverage from a different insurance carrier. Features of the coverage (i.e. deductibles, prescription co-payments, etc.) may vary if mutually agreed upon by the Board and Superintendent.
 - G.** In the event the Superintendent is disabled through an injury or illness covered by Worker's Compensation, all employee benefits shall continue for no more than twelve (12) months from the commencement of the disability.
- 9. Vacations, Holidays and Leave Time.** Beginning with the 2021-2022 year, the Superintendent is employed on the basis of fifty-two (52) weeks of work per contract/fiscal year (July 1 through June 30) as scheduled by the Board. The Superintendent shall be entitled to twenty-five (25) days of vacation per fiscal year. Vacation days shall be used within the fiscal year for which they are made available; however, the Superintendent is allowed to carry over up to ten (10) days, which must be used during the following year.

The Superintendent may elect to be paid out, based on the per diem rate of his current salary, for up to 10 unused vacation days per year. The Board shall be

notified of the number of unused vacation days each year. The Board President shall be notified when the Superintendent schedules vacation time during the year, which shall be scheduled in a manner to minimize interference with the orderly operation and conduct of business of the District. Upon retirement or resignation from the District, Superintendent shall be entitled to the payout of any accumulated vacation days based on a per diem rate of his current salary ÷ 260 days.

- A. Holidays.** Holidays are as follows: July 4; Labor Day; Thanksgiving Day; Friday following Thanksgiving Day; December 24, 25, 26, 31; January 1; Good Friday; Memorial Day

NOTE: Holidays which fall on Saturday or Sunday shall be observed on Friday or Monday, respectively, provided that school is not in session.

B. Sick/Personal Leave Time

- i.** Superintendent shall be entitled to fourteen (14) sick days per fiscal year, six (6) of which may be used for personal leave. Any unused sick days shall accumulate with no limit.
- ii.** Should the Superintendent be unable to perform any or all of his duties by reason of illness, accident, or other cause beyond his control and has exhausted his sick leave and/or any applicable FMLA leave, the District may grant up to a maximum of thirty (30) additional days per year for extenuating circumstances. If the illness or disability does not qualify for long term disability, the District may in its discretion make a proportionate deduction from the salary stipulated. In the event an illness or disability qualifies for LTD, the number of days needed to qualify for LTD shall be granted.
- iii.** Superintendent will also receive a one-time payment for unused sick days accumulated while employed with the District, upon termination of employment. The formula for calculating this payment is as follows: Unused sick day(s) x years of service with the District x \$1.05 per day.

10. Car Allowance. The Board shall provide the Superintendent with a monthly car allowance of \$550, paid in 26 equal bi-weekly installments. No additional mileage reimbursement issued beyond the car allowance.

11. Organizations and Reimbursement. The Board shall reimburse the Superintendent for the amount of the annual dues of one local service organization which he may elect to join, and for two professional organizations, which have been approved by the Board President. He shall also be reimbursed for his other reasonable expenses incurred in connection with his duties as Superintendent in accordance with Board policies.

The Superintendent may attend appropriate professional meetings at local and state levels after giving the Board appropriate notice, and shall be reimbursed for his reasonable expenses as provided by Board policy.

- 12. Evaluation.** The Board will conduct a formal evaluation of the Superintendent no later than March 15 of each contract year using criteria and an evaluation process mutually agreed to by the Board and the Superintendent.

At the Superintendent's request, the Board may also meet with the Superintendent on a quarterly basis to evaluate his performance. At the Superintendent's option, such evaluations shall be conducted in open or closed session as permitted by the Open Meetings Act.

- 13. No Administrative Tenure.** The Superintendent shall not acquire tenure in the position of Superintendent or any other administrative position in the District.

- 14. Professional Liability.** In light of the unique nature of the professional duties of the Superintendent, the Board shall provide, at its expense and option either professional liability insurance, or legal counsel and indemnification for any legal action which may result from his actions in the course and within the scope of his employment as Superintendent. This shall not apply to indemnification or insurance for any liability arising from criminal activity or intentional wrongdoing, including intentional discrimination in violation of any state or federal law, constitution or common law.

- 15. Due Process and Termination.** At any time during this Agreement, the Board may discharge the Superintendent for acts of moral turpitude, grave misconduct in office, dishonesty, fraud, conviction of a felony or high misdemeanor, insubordination, material misrepresentation, falsification of records or for other causes that are not arbitrary or capricious, in which event, this Agreement may be terminated without liability to the Board. The Board may also discharge the Superintendent for breach of this Agreement including but not limited to unsatisfactory performance. Issues involving competency shall incorporate by reference the requirements of Section 1249 of the Revised School Code, MCL 380.1249. No discharge shall be effective until written charges have been served upon him and an opportunity has been given for a hearing before the Board within twenty (20) days after written charges have been served. Said hearing shall be public or private at the option of the Superintendent. At such hearing, he may have legal counsel at his own expense.

The foregoing standards for termination of this Contract during its term shall not be applicable to non-renewal of this Contract at the expiration of its term, which decision is subject to Section 1229 of the Revised School Code, MCL 380.1229.

- 16. Arbitration.** Any and all disputes between the parties regarding the application or enforcement of this contract, including any claims of illegal discrimination or violation of state or federal statutes or constitutions, shall be resolved through submission to binding arbitration. Any claim for arbitration must be made to the other party, in writing, within ninety (90) days of the alleged violation. If the parties are unable to mutually agree upon an arbitrator, the matter shall be referred to the American Arbitration Association (“AAA”) and processed in accordance with its rules and procedures for voluntary labor arbitrations. Either party may have legal representation in the proceedings at the party’s cost. The Superintendent and the Board shall split any fees of the arbitrator and/or AAA and shall otherwise bear their own expenses for the arbitration, except as the arbitrator may allocate them pursuant to an applicable statute. The arbitrator shall have the authority to interpret external law, if applicable to the claim, and award any relief available under such applicable law, except reinstatement, including attorney fees if available. The arbitrator shall have the authority to set discovery guidelines and issue subpoenas for documents or witnesses as he deems appropriate. The decision of the arbitrator shall be final and binding on both parties, absent fraud, or exceeding the granted authority. The award may be enforced in any court of competent jurisdiction.
- 17. Complete Agreement.** This represents the complete Agreement between the parties. There are no other agreements or understandings, oral or written, that induced the parties to enter into this contract. All prior contracts or other agreements (written or oral) pertaining to the terms of this Contract are cancelled and are superseded by the terms of this Contract. Any amendments or modifications of this Contract must be made in writing and signed by the Board’s authorized representatives and the Superintendent.
- 18. Enforceability.** 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).

In Witness Whereof, the parties have executed this Agreement on the date specified above.

Date: 1-11-21



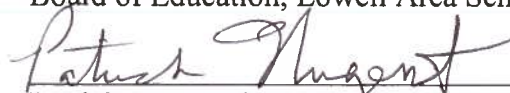
Nathan Fowler, Superintendent
Board of Education, Lowell Area Schools

Date: 1-15-21



Brian Krajewski, President
Board of Education, Lowell Area Schools

Date: 1-15-21



Patrick Nugent, Secretary
Board of Education, Lowell Area Schools

