

SUPERINTENDENT'S EMPLOYMENT AGREEMENT

The Board of Education of the Avondale School District ("the Board") wishes to employ Dr. George C. Heitsch ("the Superintendent") to serve as the Superintendent of Schools of the Avondale School District ("the District").

The Superintendent wishes to serve the Board and the District according to the following terms and conditions.

THEREFORE, IT IS AGREED:

1. Term: The District will employ the Superintendent for the period from July 1, 2007 to June 30, 2010. The term of this Agreement will extend for one additional year, and from year to year thereafter, unless the Board gives the Superintendent written notice of nonrenewal, as required by Section 1229 of the Revised School Code.

2. Tenure: The Superintendent will not have or acquire tenure as Superintendent of Schools or in any other administrative or assigned capacity. The District's failure to continue the Superintendent's employment after the term of this Agreement, or re-employ him or her in any other capacity, will not be considered a breach of this Agreement.

3. Qualifications: The Superintendent represents and warrants he or she meets, and will continue to meet, at least the minimum qualifications and certifications required by the State of Michigan to serve as the District's Superintendent of Schools.

4. Duties: The Superintendent represents and warrants he or she is able, and will continue to be able, to serve as the District's Superintendent of Schools in a competent and professional manner in compliance with applicable laws, policies and regulations adopted by the Board and as otherwise directed by the Board. The Superintendent's duties include, but are not limited to: preparing the Board agenda, as directed by the Board; attending Board of Education meetings and committee meetings, unless excused by the Board's President; and, on occasions, attending such other District and civic functions and activities related to the District's interests within the community serviced by the District.

5. Other Work: The Superintendent may undertake other work during the term of this Agreement, provided: the other work does not interfere with the time and effort necessary to perform his or her duties under this Agreement; and, upon approval of the Board not less than 30 days before the other work is undertaken.

6. Conflicts of Interest: The Superintendent will not possess or acquire, directly or indirectly, any interest adverse to the District. If a question arises whether the Superintendent possesses or has acquired an impermissible conflict of interest, the Superintendent will, as soon as practicable, fully disclose the questioned interest to the Board for its review and disposition, which disposition will be controlling.

7. Compensation:

A. Base Salary: The Superintendent's base salary will be \$141,550.00 from July 1, 2007 until June 30, 2008. The Superintendent's base salary for the 2008-2009 and 2009-2010

school years is subject to determination by the Board, but will not be less than his or her base salary for the 2007-2008 school year.

- B. Tax Sheltered Annuity (TSA): The District will make an annual contribution on the Superintendent's behalf to a TSA chosen by the Superintendent and approved by the Board in an amount equal to: \$3,500.00; plus, three times the Superintendent's per diem rate, which per diem rate, for purposes of this subsection, equals the Superintendent's base salary divided by 260. The Superintendent may also elect, in writing, to contribute a portion of his or her base salary to the TSA; provided that, in no event, will the total annual amount contributed to the TSA by the Superintendent and the District exceed the limits established by the Internal Revenue Code, as those limits now exist or may be modified, in which case employee deferrals for the year will be reduced or limited first.
- C. Merit Pay: The Superintendent will be eligible for merit pay in the amount not to exceed \$3000.00 for each school year the Board determines the Superintendent is eligible for merit pay. The Board and the Superintendent will agree to objective and challenging criteria for merit pay no later than the first date scheduled for student attendance during each school year of this Agreement; provided, however, in the absence of agreement between the Board the Superintendent, the Board will establish the merit pay criteria. The Board will notify the Superintendent whether he or she is eligible for merit pay no later than the first regularly scheduled Board meeting in June during each school year of this Agreement.

8. Fringe Benefits:

- A. Insurance: The Superintendent will be afforded the same hospitalization, dental and other insurances available to other administrators employed by the District, as such coverage now exists and may be modified from time to time. The District will also provide the Superintendent with: a term life insurance policy with a death benefit of three times his or her annual salary.
- B. Superintendent's Contribution to Health Insurance Costs: The Superintendent will contribute 1% of his base salary toward the costs the District incurs for health insurance coverage.
- C. Vacation: The Superintendent may take up to 25 paid vacation days per school year in which he or she is actively employed as Superintendent of Schools, upon advance written notice to the Board's President. The Superintendent may accrue up to a maximum of 5 unused vacation days per school year, which will be forfeited unless he or she takes them during the following school year. The Superintendent will not be paid for unused vacation days.

D. ~~Legal~~ Holidays: The Superintendent will receive paid leave on the following ~~legal~~ holidays: July 4, Labor Day, Thanksgiving, the Friday following Thanksgiving, December 24, ~~25, 26, 31~~ and January 1, Good Friday, Easter Monday and Memorial Day.

E. Leave Days: The Superintendent may take up to 20 paid sick leave days and up to 5 paid personal business days per school year, upon such written notification to the Board's President that is reasonable under the circumstances. The Superintendent may not accrue and will not be paid for unused sick leave and personal business days.

9. Professional Development: The Board will, consistent with budget constraints and policy, support the Superintendent's professional development by paying membership charges for professional organizations proposed by the Superintendent and approved by the Board. Additionally, the Board may, upon request, pay the Superintendent's reasonable expenses for attending appropriate professional meetings at the local, state and national levels.

10. Expenses: The Board will, consistent with budget restraints and policy, reimburse the Superintendent for reasonable and necessary expenses incurred on District business, including automobile mileage at the rate approved by the Internal Revenue Service. The Superintendent will submit itemized expense statements, on a monthly basis, to the Board's President for review and action by the Board.

11. Evaluation and Mid-Year Review: The Board will evaluate the Superintendent's performance no later than June 30, 2008 and no later than June 30 of each succeeding year. The Superintendent will notify the Board of this deadline in writing, no later than May 15, 2008 and no later than May 15 of each succeeding year. The Superintendent's evaluation will be based on criteria mutually agreed to by the Superintendent and the Board; provided, however, the Board will establish the criteria in the absence of mutual agreement. The Superintendent's evaluation will include consideration of his or her compensation and fringe benefits for the following year of his or her employment as Superintendent of Schools. The Board may also conduct a mid-year review of the Superintendent's performance. The Superintendent will notify the Board of the opportunity to conduct a mid-year review no later than the beginning of winter break of each school year of this Agreement.

12. Indemnification: The District will indemnify and hold harmless the Superintendent from and against all claims, suits, judgments, damages, liabilities, costs and expenses arising from actions taken or decisions made in good faith within the scope of his or her employment as Superintendent of Schools. The Superintendent will immediately notify the Board of any request for indemnification for any claim or action against him. The Board and the District have the right to conduct the defense of any such claim or action and the Superintendent will fully cooperate with the Board and the District in the defense. This paragraph will not apply to cases in which the Superintendent is a plaintiff and/or in cases arising from or relating to this Agreement.

13. Termination: This Agreement will terminate on June 30, 2010. The Superintendent enters into this Agreement with no expectation of continued employment with the District beyond that date. Prior to June 30, 2010, the Board and the District will not terminate this Agreement except for reasonable and just cause, including acts of moral turpitude and violations of the terms of this Agreement.

14. Limitations of Actions: The Superintendent and the District agree that any civil action or administrative complaint arising from or relating to the Superintendent's employment with the District, the termination of the Superintendent's employment with the District or this Agreement must be filed no later than 180 calendar days from the date on which the civil action or administrative complaint accrued

or no later than 180 days from the termination of the Superintendent's employment, whichever is sooner. The District and the Superintendent waive any longer limitations period. This paragraph is not intended to, and should not be construed, to extend any statutory limitations period shorter than 180 calendar days.

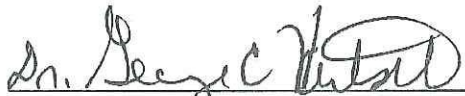
15. Binding Arbitration: The Superintendent and the Board and the District agree that, except as set forth in the final sentence of this paragraph, any and all claims, demands, actions and causes of action whatsoever, arising from or relating to the Superintendent's employment by the Board and the District and the negotiation, execution and interpretation of this Agreement will be submitted to final and binding arbitration according to the American Arbitration Association's National Rules for the Resolution of Employment Disputes. The Superintendent, the Board or the District may move for entry of judgment on such an arbitration award in any court of competent jurisdiction. This paragraph does not apply to a decision by the Board or the District to terminate the Superintendent's employment as Superintendent of Schools or not to renew this Agreement, which decisions may not be submitted to final and binding arbitration.

16. Waiver of Breach: The Board and the District will not waive any breach of any provision of this Agreement except in writing. Such a waiver will not waive future breaches.

17. Severability: If any provision of this Agreement is prohibited by the laws of the United States or the State of Michigan, that provision will be unenforceable without invalidating the remaining provisions of this Agreement.


18. Entire Agreement: This Agreement is the parties' entire agreement and supersedes any other prior or contemporaneous agreement, written or verbal. This Agreement may not be modified or rescinded except by another written agreement, approved by the Board in a public meeting, and signed by both parties.

SUPERINTENDENT

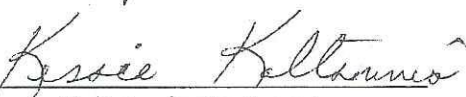


Dr. George C. Weitsch
Date: 06-18-07

BOARD OF EDUCATION OF THE
AVONDALE SCHOOL DISTRICT

By: 

Stephen Sucher, Its President
Date: 6/18/07

By: 

Kessie Kaltsounis, Its Secretary
Date: 6/18/07

AMENDMENT TO SUPERINTENDENT'S EMPLOYMENT AGREEMENT

Dr. George C. Heitsch (the Superintendent) and the Board of Education of the Avondale School District (the Board) are parties to an Employment Agreement dated June 18, 2007. The Board and the Superintendent have agreed to amend the Employment Agreement according to the terms of this Amendment. THEREFORE, IT IS AGREED:

1. Term: The Board will extend the Superintendent's employment as superintendent of the Avondale School District (the District) through the end of the 2010-2011 school year.

2. Paragraph 7 of the Employment Agreement is amended as follows:

A. Base Salary: The Superintendent's base salary for the 2008-2009 and 2009-2010 school years will be, respectively, \$154,100.05 and \$164,887.05. The Superintendent's base salary for the 2010-2011 school year will be established before May 31, 2010 and will not be less than his base salary for the 2009-2010 school year.

B. Tax Sheltered Annuity (TSA): The District's annual contribution to the Superintendent's TSA will be \$6,500.00.

C. Merit Pay: The Superintendent will be eligible for merit pay in an amount not to exceed \$5,000.00.

3. Paragraph 8. B. of the Employment Agreement is amended as follows: The Superintendent will pay 20% of the premium the District incurs for his health insurance coverage.
3070 *[Signature]*

4. The Employment Agreement will remain in full force and effect except as specifically modified by this Addendum.

AVONDALE BOARD OF EDUCATION

[Signature]
Dr. George C. Heitsch

Dated: 06-02-08

By: *[Signature]*

Its: President

Dated: 06/02/08

6/29/09

SECOND AMENDMENT TO SUPERINTENDENT'S EMPLOYMENT AGREEMENT

Dr. George C. Heitsch (the Superintendent) and the Board of Education of the Avondale School District (the Board) are parties to an Employment Agreement dated June 18, 2007, as amended, in writing, on June 2, 2008. Since then, the Board and the Superintendent have agreed to this Second Amendment to Superintendent's Employment Agreement. THEREFORE, IT IS AGREED:

1. Term: The Board will extend the Superintendent's employment as Superintendent of Schools of the Avondale School District (the District) through the end of the 2011-2012 school year.

2. Paragraph 7 of the Employment Agreement is amended as follows: Base Salary: The Superintendent's base salary for the 2009-2010 school year will be \$164,887.05. The Superintendent's base salary for the 2010-2011 and 2011-2012 school years will be established before May 31 of each school year and will not be less than his base salary for the 2009-2010 school year.

3. The Employment Agreement, as amended on June 2, 2008, will remain in full force and effect except as specifically modified by this Amendment.

AVONDALE BOARD OF EDUCATION



Dr. George C. Heitsch

Dated: 06-29-09

By: 

Its: President

Dated: 06-29-09

THIRD AMENDMENT TO SUPERINTENDENT'S EMPLOYMENT AGREEMENT

Dr. George C. Heitsch (the Superintendent) and the Board of Education of the Avondale School District (the Board) are parties to an Employment Agreement dated June 18, 2007, as amended, in writing, on June 2, 2008, and June 29, 2009. Since then, the Board and the Superintendent have agreed to this Third Amendment to Superintendent's Employment Agreement. THEREFORE, IT IS AGREED:

1. Term: The Board will extend the Superintendent's employment as Superintendent of Schools of the Avondale School District (the District) through the end of the 2014-15 school year.

2. Paragraph 7 of the Employment Agreement is amended as follows:

A. Base Salary: The Superintendent's base salary for the 2010-2011 and 2011-12 school year will remain the same as the 2009-10 school year, which is \$164,887.05. The parties shall mutually agree to a base salary for subsequent years of the contract.

A.1. (New Provision) Additional Salary/Stipend: In recognition of the fact that the Superintendent is now and has been performing additional duties formerly performed by the Director of Instruction, which full-time position has been eliminated, he shall be paid an additional salary of \$1,000 per month until such time that such position is reinstated.

B. Tax Sheltered Annuity (TSA): The District's annual contribution to the Superintendent's TSA will be five percent (5%) of his annual base salary.

3. Paragraph 8. B. of the Employment Agreement is amended as follows: The District's contribution towards the cost of the Superintendent's medical insurance coverage shall be capped at \$11,578 per year; the Superintendent shall pay the balance of the cost of such coverage via payroll deduction on a pre-tax basis.

4. The Employment Agreement, as amended on June 2, 2008, and June 29, 2009, will remain in full force and effect except as specifically modified by this Amendment.

SUPERINTENDENT



Dr. George C. Heitsch

Date: 01-24-11

BOARD OF EDUCATION OF THE
AVONDALE SCHOOL DISTRICT

By: 

Cyndi Pettit, Its President

Date: 01-24-11

FOURTH AMENDMENT TO
SUPERINTENDENT'S EMPLOYMENT AGREEMENT

Dr. George C. Heitsch (the Superintendent) and the Board of Education of the Avondale School District (the Board) are parties to an Employment Agreement dated June 18, 2007, as amended, in writing, on June 2, 2008, and June 29, 2009, and January 24, 2011. Since then, the Board and the Superintendent have agreed to this Fourth Amendment to Superintendent's Employment Agreement. THEREFORE, IT IS AGREED:


1. Paragraph 7 of the Employment Agreement is amended as follows:

A. Base Salary: The Superintendent's base salary for the 2011-2012 and 2012-13 school years shall be reduced by three percent (3%) of the base salary for the 2009-10 and 2010-11 school years, which was \$164,887.05. Accordingly, the Superintendent's base salary for the 2011-12 and 2012-13 school years shall be \$159,940.43. The parties shall mutually agree to a base salary for subsequent years of the contract.

2. Paragraph 8. B. of the Employment Agreement is amended as follows: The Superintendent shall pay twenty percent (20%) of the cost of the premiums the District incurs for his health insurance coverage. In addition, should the legislature impose a cap upon the amount that a public school district may pay toward the cost of employee health insurance coverage, such a cap shall be immediately applicable to this Employment Agreement. All payments made by the Superintendent shall be via payroll deduction on a pre-tax basis.

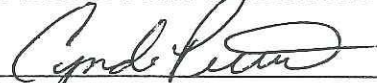
3. The Employment Agreement, as amended on June 2, 2008, and June 29, 2009, and January 24, 2011, shall remain in full force and effect except as specifically modified by this Amendment.

SUPERINTENDENT



Dr. George C. Heitsch
Date: 06-20-11

BOARD OF EDUCATION OF THE
AVONDALE SCHOOL DISTRICT

By: 

Cyndi Pettit, Its President
Date: 06-20-11

FIFTH AMENDMENT TO SUPERINTENDENT'S EMPLOYMENT AGREEMENT

Dr. George C. Heitsch (the Superintendent) and the Board of Education of the Avondale School District (the Board) are parties to an Employment Agreement dated June 18, 2007, which has been amended four times. The Board and the Superintendent have agreed to this Fifth Amendment to the Superintendent's Employment Agreement. THEREFORE, IT IS AGREED:

1. Term: The Board will extend the Superintendent's employment as Superintendent of Schools of the Avondale School District (the District) through the end of the 2014-15 school year.

2. Paragraph 7 of the Employment Agreement is amended as follows:

A. Base Salary: The Superintendent's base salary for the 2012-13 school year shall continue to be reduced by three percent (3%) of the base salary for the 2009-10 and 2010-11 school years, which was \$164,887.05. Accordingly, the Superintendent's base salary for the 2012-13 school year shall be \$159,940.43. The parties shall mutually agree to a base salary for subsequent years of the contract.

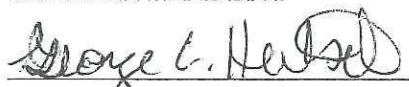
In addition, for the 2012-13 school year only, the Superintendent shall have reduced from his base salary of \$159,940.43 an additional three percent (3%), totaling \$4,798.21, so the actual salary paid to the Superintendent for the 2012-13 school year shall be \$155,142.22.

C. Merit Pay. This provision in the Superintendent's contract will be modified for the 2012-13 school as follows: The Superintendent will continue to be eligible for merit pay in accordance with applicable law; however, the amount of merit pay shall be reduced from \$5,000 (Five Thousand Dollars) to \$100 (One Hundred Dollars).

3. Paragraph 8. B. of the Employment Agreement is amended to read as follows: "The Superintendent shall pay twenty percent (20%) of the cost of the health insurance provided by the District, and shall have the option of changing his current health insurance program to other health insurance programs that may be provided by the District. All payments made by the Superintendent shall be via payroll deduction on a pre-tax basis."


4. The Employment Agreement, as otherwise previously amended, shall remain in full force and effect except as specifically modified by this Amendment.

SUPERINTENDENT



Dr. George C. Heitsch
Date: 10-01-12

BOARD OF EDUCATION OF THE
AVONDALE SCHOOL DISTRICT

By: 

Sid Lockhart, Its President
Date: 10-1-12