

SUPERINTENDENT'S EMPLOYMENT AGREEMENT

The Board of Education of the Avondale School District ("the Board") wishes to employ Dr. James Schwarz ("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 September 25, 2014 to June 30, 2017.
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 annual salary for the 2014-15 school year shall be \$140,000 (One Hundred Forty Thousand Dollars), pro-rated for the number of weeks actually worked, and payable in equal installments over the course of the school year. The parties shall mutually agree to a base salary for subsequent years of the contract.

- 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 \$5,000 (Five Thousand Dollars). 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: Consistent with the requirements of applicable legislation, the Superintendent shall be eligible for merit pay annually based upon his performance of up to \$5,000 (Five Thousand Dollars) which shall be paid in June or July. 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 central office 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 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.
 - 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. Unused vacation days may accumulate without limitation. It is the parties' intent that all vacation days be exercised; however, given that work requirements may not make this possible, subject to mutual agreement between the Superintendent and the District, up to a maximum of fifteen (15) days may be cashed out at the Superintendent's current rate of pay.
 - 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, the time between and including Christmas Day and New Year's Day, Good Friday, Easter Monday or floating holiday, and Memorial Day.

- E. Leave Days: The District will provide twelve leave days per year (prorated for periods of less than a year) for the purpose of sick and/or personal business leave, which may be accumulated, and the same bereavement provided to other central office administrators in the District

- F. Disability: The Superintendent shall be granted up to 120 (one hundred twenty) days of income protection for personal illness or disability which exceed five consecutive work days in duration. The rate of pay for purposes of income protection shall be the Superintendent's rate of pay on the first day of illness or disability. Such income protection benefit shall not apply at such time that the Superintendent qualifies for long-term disability insurance benefits provided under this agreement. The Superintendent shall furnish medical certification to the Board regarding the necessity for the disability leave. If the Board has reason to doubt the validity of the medical certification supplied by the Superintendent, it may require a second opinion, at Board expense. After taking such disability leave, the Superintendent shall provide the Board a certification that he is fit for duty from the Superintendent's health care provider. A second opinion may be required by the Board, at its expense, unless such a second opinion in this context is precluded by the Family and Medical Leave Act. Should the Superintendent be unable to perform any or all of her duties by reason of illness, accident or other cause beyond her control, and if the disability continues for more than 90 days during any school year, or if it is permanent, irreparable or of such a nature as to make the performance of the Superintendent's duties impossible, the Board may, in its discretion, terminate this agreement, and all the duties, rights and obligations of both parties shall end.

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, 2015 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, 2015 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 the December 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, 2017. The Superintendent enters into this Agreement with no expectation of continued employment with the District beyond that date. Prior to June 30, 2017, 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. The "just-cause" standard for termination of this Agreement during its term shall not apply to non-renewal of this Agreement at any interval at which the Board is required to take action to renew or not renew it, which decision is discretionary with the Board of Education, or upon final expiration of the term of the Agreement. The "just-cause" standard in this agreement shall be construed to be the same standard as required under applicable law (i.e., if an applicable statute provides that the standard for involuntary termination should be "arbitrary and capricious", then that standard shall apply). This agreement can also be terminated by an emergency manager appointed under applicable law.

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. James Schwarz
Date: 10-6-14

BOARD OF EDUCATION OF THE
AVONDALE SCHOOL DISTRICT

By: 

Sean Johnson, Its President
Date: 10/6/14

By: 

Ken Hedrick, Its Secretary
Date: 10/6/14