

# TRAVERSE CITY AREA PUBLIC SCHOOLS INTERIM SUPERINTENDENT CONTRACT

THIS CONTRACT is entered into as of this 28th day of October, 2019, between the Board of Education of the School District of Traverse City Area Public Schools of Grand Traverse, Leelanau, and Benzie Counties, Michigan, hereinafter called "Board" and "District", respectively, and Mr. James Pavelka as Interim Superintendent of Schools, hereinafter called "Interim Superintendent."

**A. PROFESSIONAL RESPONSIBILITIES OF INTERIM SUPERINTENDENT.** The Interim Superintendent shall perform the usual and necessary duties and tasks of the chief executive officer of a school district in a competent and professional manner, subject to the satisfaction, direction, and control of the Board of Education of the District, which shall be the sole judge of performance. Without limiting the generality of the preceding, such duties and tasks shall include and be subject to the following:

**1. Duties.** The Interim Superintendent shall have charge of the administration of the schools under the direction of the Board of Education and shall administer the District according to applicable law and regulations, Board policy and the requirements, directives, regulations and guidelines of the Board of Education. He shall be the chief executive officer of the District and shall, in general, perform all duties incident to the office of superintendent of schools and such other duties as may be prescribed by the Board.

**B. PROFESSIONAL LIABILITY.** The Board shall indemnify and hold harmless the Interim Superintendent against any and all claims and liabilities, arising out of or related to the performance of his duties under this contract. In conjunction therewith, the Board shall obtain, keep in force, and pay all premium(s) for errors and omissions insurance coverage for the Interim Superintendent, while engaged in performance of said duties. The policy limits for this coverage shall not be less than \$1,000,000.00. The obligations of the Board to indemnify and hold harmless, hereunder, shall include, but not be limited to, the payment of all costs including attorney fees and expenses and are not limited to policy limits of insurance coverage. The Board and District have the right to conduct the defense of any such claim or action, and the Superintendent shall fully cooperate with the Board and District.

**C. TERM.** The Board agrees to hire the Interim Superintendent as an at-will employee for a term commencing on October 21, 2019 for at least thirty (30) days and through an ending date as determined by the Board. Further, it is agreed and understood that the Interim Superintendent or the Board may terminate this agreement by giving thirty days written notice to the other.

**D. COMPENSATION.** The Board agrees to compensate the Interim Superintendent, for the first thirty (30) days of this contract, at a daily rate equivalent to the highest paid Teacher (total compensation less FICA) in the District, and subject to agreement between the Board and the Interim Superintendent upon a daily rate to be payable thereafter. In the event of failure to mutually agree upon a daily rate payable after the first thirty (30) days, either side may terminate this agreement pursuant to the provisions of paragraph C., above, and the daily rate of compensation until expiration of thirty (30) days from the date of such notice, shall be at a daily rate (total compensation less FICA) equivalent to that of the previous Superintendent of the District.

E. **MILEAGE REIMBURSEMENT.** The Board shall include a stipend in the daily rate for the Interim Superintendent for reasonable traveling within and outside of the District (at the Superintendent standard stipend amount). Business expenses incurred in the performance of his duties shall be reimbursed hereunder on the basis of detailed expense accounts rendered by him to the Board in accordance with the Board's regular accounting requirements and policies regarding reimbursement of expenses.

F. **MICHIGAN.** This contract shall be interpreted and enforced in accordance with the laws of the State of Michigan. In the event of litigation arising under or in connection herewith, each party consents to the exclusive jurisdiction of the courts of the State of Michigan, with venue in Traverse City, Michigan.

G. **ENTIRE AGREEMENT.** This Contract sets forth the entire agreement between the parties concerning employment of the Interim Superintendent. Except as otherwise stated herein, changes to this Contract, whether by way of addition, deletion or both, are not binding unless in writing and signed by both parties. In signing this Contract, the Interim Superintendent does not rely upon any representation or inducement other than those set forth herein. It is agreed that no individual Board member has any authority to enter into any new or different Contract of Employment with the Interim Superintendent other than as set forth herein.

IN WITNESS WHEREOF, the parties have executed this contract as of the day and year first above written.

Signed in the Presence of:

Stacy Henak

Stacy Henak

Stacy Henak

**BOARD OF EDUCATION  
Traverse City Area Public Schools**

By: Sue Kelly  
Sue Kelly

Its: President

Date: 10/28/19  
By: Pamela Forton  
Pamela Forton

Its: Secretary

Date: 10/28/19

**INTERIM SUPERINTENDENT OF SCHOOLS**

By: James Pavelka  
James Pavelka

Date: 10/28/19