

ANN ARBOR PUBLIC SCHOOLS ADMINISTRATIVE CONTRACT

This Administrative Contract (the "Contract") is entered into this 16th day of December, 2016, by and between the Board of Education for the Public Schools of the City of Ann Arbor, of Ann Arbor, Michigan (the "Board") and Jeanice Kerr Swift ("Dr. Swift").

WHEREAS, the Superintendent was hired by the District pursuant to an administrative contract on August 15, 2013 for a term commencing August 27, 2013 through June 30, 2018; and

WHEREAS, on December 16, 2015, the parties amended the contract including a term of July 1, 2015 through June 30, 2020, with an annual automatic extension commencing July 1, 2016; and

WHEREAS, the parties wish to consolidate the original, amended contract terms, as well as additional terms reflected herein.

1. Term. This Contract shall commence on July 1, 2016, and shall expire at 12:00 midnight on June 30, 2021.

2. Automatic Extension. Commencing July 1, 2016, and on each July 1 of each and every year thereafter, this Contract shall be automatically extended for a period of one (1) year unless, ninety (90) days or more prior to the July 1 extension, the Board or Dr. Swift serves written notice upon the other of the desire not to extend the Contract, in which event the Contract shall continue until its then existing expiration date, when it shall expire without any further act by either party. Each such extension is intended to and shall constitute a new five (5) year Contract between the parties.

3. Duties and Responsibilities. The Board and Dr. Swift recognize and agree that this is a contract for the performance of professional services in the position of Superintendent of Schools. For the term of this contract, Dr. Swift shall perform the duties and responsibilities of Superintendent of Schools. She shall perform these services in a competent and professional manner and shall comply fully with the policies and directives of the Board, and all applicable federal, state, and local laws, ordinances, and regulations, whether now in force or hereafter adopted. Dr. Swift shall also carry out, or cause to be carried out, the education programs and policies of the Board during the term of this Contract. Dr. Swift shall use her best efforts to maintain and improve the quality of education and operations of the Board. During the term of this Contract, Dr. Swift shall devote her full time, skill, labor, and attention to the Board, and shall engage in no other employment unless such employment is previously approved in writing by the Board's President. The expenditure of reasonable amounts of time for teaching, consulting, charitable and professional activities shall not be deemed a breach of this Contract, provided such activities do not interfere with the services required to be rendered under the provisions of this Contract. Dr. Swift shall not engage in any activity which may be adverse to the best interest of the Board.

4. Credentials. Dr. Swift will secure and maintain during the term of this Contract all certificates, credentials and qualifications required by law to accept and fulfill the position of Superintendent of Schools.

5. Compensation. The Board shall pay Dr. Swift a base annual salary of Two Hundred Thousand and 00/100 (\$200,000.00) Dollars. Payment of the base annual salary shall be in twenty-six (26) equal increments in accordance with the Board's standard payroll schedule applicable to other

cabinet-level administrators of the Board. Effective July 1, 2018, the Board shall pay Dr. Swift a base annual salary of Two Hundred and Ten Thousand and 00/100 (\$210,000.00) Dollars. Effective July 1, 2020, the Board shall pay Dr. Swift a base annual salary of Two Hundred and Twenty Thousand (\$220,000.00) Dollars. The Board will deduct from such base annual salary all state, federal, and local taxes, and other payroll deductions as are required by law, and such other withholding and deductions as may be requested by Dr. Swift and determined by the Board to be available and proper.

The Board shall also make an additional payment to Dr. Swift in the amount of Ten Thousand and no/100 (\$10,000.00) Dollars per year of service if she remains in the employ of the Board through and including June 30, 2018. (For purposes of this provision, service for the period August 27, 2013 through June 30, 2014, shall constitute a full year of service). If Dr. Swift's employment is terminated by the Board without cause preceding June 30, 2018, she shall also be entitled to a prorated payment based upon actual time served through and including the date of said termination. It is expressly understood by the Board and Dr. Swift that she shall not be entitled to payment if she should voluntarily terminate her employment with the Board preceding June 30, 2018, or be terminated for cause. Cause shall be as hereinafter defined in this Contract. Payment for the five (5) year period (2013-2018) to Dr. Swift will be made based on fulfillment of these conditions as soon as practicable after June 30, 2018 (subject to proration/forfeiture provisions if applicable).

The Board shall also make an additional payment to Dr. Swift in the amount of Ten Thousand and 00/100 (\$10,000.00) Dollars per year of service if she remains in the employ of the Board through and including June 30, 2020. If Dr. Swift's employment is terminated by the Board without cause preceding June 30, 2020, she shall also be entitled to a prorated payment based upon actual time served through and including the date of said termination. It is expressly understood by the Board and Dr. Swift that she shall not be entitled to payment if she should voluntarily terminate her employment with the Board preceding June 30, 2020, or be terminated for cause. Cause shall be as hereinafter defined in this Contract. Payment to Dr. Swift for the two (2) year period (2018-2020) will be made based on fulfillment of these conditions as soon as practicable after June 30, 2020 (subject to proration/forfeiture provisions if applicable).

6. Annuity. Commencing on June 30, 2017, and on each June 30 of each and every year thereafter that Dr. Swift completes full service for that year (subject to proration or forfeiture contained in the compensation and termination sections), the Board shall provide a \$10,000 annual contribution to a Board approved annuity carrier.

7. Fringe Benefits.

a. Insurance Benefits. Subject to and in accordance with the applicable provisions of the United States Internal Revenue Code, the Board will secure and provide Dr. Swift, and her eligible spouse, with the health, dental, and vision benefits given to other cabinet-level administrators of the Board. Dr. Swift shall also be provided life, disability, pension, and other employee insurance benefits given to other cabinet-level administrators of the Board.

b. Vacation. Dr. Swift shall earn 1.154 working days' vacation per bi-weekly pay period (i.e., 30 days annually) which shall be credited to her vacation account as it is earned. The time of vacation shall be determined by joint agreement of the Board President and Dr. Swift.

Notwithstanding the foregoing, Dr. Swift shall be permitted to utilize up to thirty (30) working days on each July 1 thereafter; provided, however, that at the time of Dr. Swift's termination of employment for any reason, any vacation time that has been used in excess of her then earned accrual shall be reimbursed to the Board. Alternatively, Dr. Swift shall be entitled to payment for any unused vacation days remaining in her accrued vacation account based on her salary at the time of termination.

Vacation days which are earned and not used by Dr. Swift by June 30 of each year may, at Dr. Swift's election, be deducted from her vacation account and paid out to Dr. Swift based on her salary at time of payment. Any vacation days which are not used or paid out to Dr. Swift as herein provided within six (6) months of the end of the fiscal year in which the vacation time is accrued shall be forfeited and deleted from Dr. Swift's accrued vacation days.

c. Other Paid Time Off.

i. Dr. Swift shall also be entitled to three (3) days per fiscal year, with pay, to attend to personal business, the same not to accrue from year to year. Dr. Swift shall further receive twelve (12) sick leave days per fiscal year, which, if unused, shall accrue from year to year up to a maximum of 200 days. If, upon exhaustion of all accrued sick days, Dr. Swift is required to be absent from employment due to medically established sickness or disability which prevents Dr. Swift from performing the majority of Dr. Swift's duties, Dr. Swift shall continue to be paid her regular salary during such sickness or disability for up to six (6) months, without reduction in salary and thereafter for a like period but at one-half of the salary otherwise due, all such payments to be less any amounts payable under disability insurance provided by the Board. All personal business and sick leave time shall be prorated where Dr. Swift is employed for less than an entire fiscal year. Upon termination of employment for any reason, Dr. Swift shall forfeit all sick and personal days that are unused as of the date of her termination.

ii. Dr. Swift shall also receive the same paid holidays given to other cabinet-level administrators of the Board.

d. Cellular Phone. The Board shall purchase a cellular phone for Dr. Swift's use and shall pay for all cellular phone calls and service expenses.

e. Computer. The Board shall provide a laptop computer for Dr. Swift's use. Operating, upgrading, and maintenance expenses shall be borne by the Board.

f. Membership Dues and Expenses.

i. Professional Organizations. Dr. Swift is expected to obtain memberships in such professional organizations as may advance her competence as Superintendent. Accordingly, the Board shall pay the actual and necessary dues, membership fees and related expenses incurred by Dr. Swift for participation in up to four (4) professional K-12 education focused organizations of her choosing.

ii. Community Organizations. The Board shall also pay up to \$2,500 per year for actual and necessary annual dues, membership fees and related expenses for membership in community service and civic associations. Dr. Swift is expected to establish

and maintain good relationships with persons and entities who are in a position to aid and assist in advancing the interests of the Board.

g. Travel Expenses. The Board shall pay a monthly stipend of Two Hundred Fifty and no/100 (\$250.00) Dollars to Dr. Swift as a car allowance to cover all expenses associated with travel within Washtenaw County. Dr. Swift shall not be entitled to any other reimbursement for travel within Washtenaw County. The Board will also pay Dr. Swift's reasonable travel expenses, including mileage, commercial carrier travel expenses, meals, lodging, and other necessary and proper expenses, when Dr. Swift is traveling outside Washtenaw County on the Board's Business.

h. Entertainment Expenses. The Board shall reimburse Dr. Swift for any actual and reasonable entertainment expenses incurred in the discharge of her official duties in the performance of functions in furtherance of the interests of the Board.

i. Professional Development. Dr. Swift shall attend appropriate professional meetings at the local, state and national levels, with reasonable expenses of said attendance to be paid by the Board.

8. Relocation and Temporary Lodging Expenses. The Board will pay actual and necessary expenses reasonably incurred by Dr. Swift for the moving of her furniture, furnishings, and other personal effects from Dr. Swift's present residence to her new residence in Ann Arbor, Michigan. Dr. Swift shall secure three bids from professional moving companies and submit them to the Board President for approval.

The Board will also reimburse Dr. Swift for expense incurred for temporary lodging. Such reimbursement shall not exceed One Hundred and no/100 (\$100.00) Dollar per day, for a period of ninety (90) days during the period August 27, 2013, through November 30, 2013, or until her residence is ready for occupancy, whichever is earlier.

9. Termination by Board. Dr. Swift shall at all times serve at the pleasure of the Board and her employment shall be terminable at any time by an affirmative vote of a majority of the Board at a meeting which is duly noticed and convened.

Should the Board terminate Dr. Swift prior to the expiration of this Contract without cause, then Dr. Swift shall be entitled to a one-time lump sum payment in an amount equal to eighteen (18) months salary at the rate being paid at the time of termination, or the salary which otherwise would have been paid to Dr. Swift from the date of termination through the expiration of the Contract, whichever is lesser.

For purposes of this Contract, "cause" shall be defined as any of the following: (a) mutual consent of the parties; (b) death of Dr. Swift; (c) incapacity of Dr. Swift for a period of one year; (d) conviction of a felony, pleading *nolo contendere* to any felony, or engaging in conduct punishable as a felony; (e) conviction of a misdemeanor which reflects negatively on the Board (such as any drug or sex offense); (f) any intentional act, omission of duty, or conduct by Dr. Swift, whether on-duty or off-duty and off-premises, which, in the Board's reasonable judgment, brings discredit or injury to the reputation of the Board; (g) any willful failure, or repeated failure (i.e., after written notice from the Board) by Dr. Swift to comply with the established rules, regulations, and policies of the Board in rendering the services contracted for herein; (h) failure to maintain all certificates, credentials and qualifications as required by law to accept and fulfill the administrative position as Superintendent of

Schools, provided, however, that Dr. Swift shall be given thirty (30) days to initially obtain or diligently pursue the requisite certificates, credentials and qualifications, or satisfy new requirements which may be imposed in the future by applicable law; (h) material misrepresentation; (i) fraud; j) any act of moral turpitude; (k) misuse of the position of Superintendent for personal gain or benefit; (l) falsification of records; (m) working under the influence of intoxicants or controlled narcotic substances not legally prescribed; (n) working in gainful employment outside the Board except as otherwise approved by the Board; or (o) any material breach of this Contract.

If the Board terminates this Contract for cause as defined herein, all rights and entitlements of Dr. Swift under this Contract, including, but not limited to, salary and benefits, shall cease as of the effective date of such termination unless a final determination is thereafter made pursuant to the arbitration provisions hereof that the Board terminated Dr. Swift without cause, in which event the Board shall pay to Dr. Swift the amount it is required to pay Dr. Swift as set forth in this Section 8 for a termination without cause.

Payment by the Board of the amounts required, if any, under this Section 8 shall discharge the Board from all further liability under this Contract.

10. Superintendent's Right to Pre-Termination Notice and Hearing. Not less than two (2) weeks prior to any formal action by the Board to terminate this Contract pursuant to the provisions of Section 8, Dr. Swift shall be given notice that the Board is contemplating such a termination and the reasons therefor. Dr. Swift shall also be entitled to meet with the Board to discuss such termination prior to any formal action by the Board to terminate this Contract. Should Dr. Swift desire to meet with the Board as herein provided, she shall submit a written request for same to the Board's President within five (5) days of receipt of such notice.

In the event the Board is contemplating termination of this Contract for cause, as provided in Section 8, Dr. Swift shall have the right to written notice of the reason(s) therefor and a hearing before the Board. Written notice of the reasons for the Board's contemplated action shall be provided to Dr. Swift at least ten (10) days before the hearing. At the hearing, Dr. Swift shall be permitted to be present and be heard, to be represented by counsel, and to present information relevant to the issue. If Dr. Swift chooses to be accompanied by legal counsel at the hearing before the Board, Dr. Swift shall assume all costs associated with such legal representation.

11. Termination by Superintendent. Should Dr. Swift desire to terminate this Contract during its term, she may do so by giving written notice thereof to the Board at least ninety (90) days prior to the date of termination. Such notice shall be submitted to the Board as provided in Section 14(e) below.

12. Indemnification. In the event Dr. Swift, whether during or after the term of this Contract, becomes a party, or is threatened to be made a party, to any suit or proceeding for acts or omissions within the scope of Dr. Swift's authority, the Board shall indemnify and hold harmless Dr. Swift for the expenses (including reasonable attorneys' fees), judgments and amounts paid in settlement, actually and reasonably incurred, if Dr. Swift acted in good faith and in a manner Dr. Swift reasonably believed to be in, or not opposed to, the best interests of the Board, and provided that Dr. Swift gives the Board prompt written notice of any such threat or of the commencement of such suit or proceeding. Indemnification shall not be provided where Dr. Swift is the plaintiff or an adverse party to the Board in a lawsuit or other proceeding involving Dr. Swift's termination or any other provision of this Contract.

13. Non-Tenure. It is mutually understood and agreed that this Contract does not confer tenure upon Dr. Swift in the above-described position, or any other administrative position in the Board.

14. Evaluation. The Board and Dr. Swift shall meet not less than two (2) times per year for the purpose of discussing Dr. Swift's performance, the final of which shall result in a formal written performance evaluation. The Board agrees to allow Dr. Swift meaningful input into the development of expected outcomes, goals, objectives and other criteria to be used for Dr. Swift's evaluation.

15. Miscellaneous.

a. This Contract shall be governed in accordance with the laws of the State of Michigan.

b. In the event of a dispute between the parties relating to any provision of this Contract, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this Contract, the parties hereby agree to submit such dispute to binding arbitration. Such arbitration shall be conducted under the rules of, and administered by, the American Arbitration Association and shall be held in Washtenaw County, Michigan. The arbitrator shall resolve any disputes regarding the type, extent or enforceability of discovery and shall be guided (but not bound) by the Michigan Court Rules in this regard. The arbitrator's fee and the expense of the American Arbitration Association shall be shared equally by the parties. Both parties are entitled to have representation of their own designation, however each party shall be responsible for the costs of such representation.

The parties agree that the sole and exclusive remedy for any breach of this Contract is monetary damages. No equitable relief of any kind, including reinstatement, may be granted for any violation or breach of this Contract except as necessary to pay a monetary award granted pursuant to binding arbitration.

The scope of the arbitrator's authority for claims of breach of this Contract is limited exclusively to the issue of whether a breach of contract occurred and, if so, the measure of monetary damages, which shall not be greater than the value of the salary and benefits remaining at the time of the alleged breach. The arbitrator has no authority to reinstate in the event of a termination of employment, or to award any costs or attorney fees.

For any statutory claim, including statutory discrimination claims, the arbitrator shall allow reasonable discovery, and has the authority to use any procedural mechanism and grant any relief which would be available if the matter were litigated in court under the applicable statutory provision(s) or to render this arbitration provision enforceable under Michigan and federal law.

The decisions of the arbitrator shall be conclusive and binding and judgment upon such decision may be enforced in any court of competent jurisdiction.

c. This Contract may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.

d. This Contract contains all of the terms agreed upon by the parties with respect to the subject matter of this Contract and supersedes all prior agreements, arrangements, and

communications between the parties concerning such subject matter, whether oral or written.

e. Any notices required or contemplated hereunder shall be given in writing and shall be effective when personally delivered or deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, to the parties at the following address; or such other address as from time to time may be provided in writing by a party to the other party.

If to the Board: Ann Arbor Public Schools 2555
South State Street
P.O. Box 1188
Ann Arbor, Michigan 48104
Attn: President of the Board of Education and Deputy
Superintendent for Business Services

If to Dr. Swift: Jeanice Kerr Swift
5860 Wilson Road
Colorado Springs, Colorado 80919
[or other residential address last provided to the
Board by Dr. Swift]

f. This Contract may be amended only by an instrument in writing signed by both of the parties hereto.

g. If any provision of this Contract is deemed by a court of competent jurisdiction to be invalid or unenforceable as written, such provision shall be reformed by the court to such extent as is necessary to make the provision enforceable. Any provision which cannot be so reformed shall be deemed severable and shall not affect the validity and enforceability of any other provision.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed in their respective names and in the case of the Board, by the President and Secretary of the Board of Education on the 16th day of December, 2016.

Jeanice Kerr Swift

BOARD OF EDUCATION FOR THE
PUBLIC SCHOOLS OF THE
CITY OF ANN ARBOR

By: _____
Debra L. Mexicotte

By: _____
Andrew H. Thomas
Secretary of the Board of Education