

DISTRICT SUPERINTENDENT SERVICES AGREEMENT

THIS DISTRICT SUPERINTENDENT SERVICES AGREEMENT (the "Agreement") is made as of the Effective Date by and between **Macomb Intermediate School District**, a Michigan Intermediate School District, (hereinafter "MISD") and **Mount Clemens Community Schools**, a Michigan general powers school district (hereinafter the "District").

RECITALS

WHEREAS, the District is a constituent school district of MISD;

WHEREAS, the District desires MISD to furnish certain superintendent services as set forth herein; and

WHEREAS, MISD is authorized to furnish services as contemplated by this Agreement and charge a fee therefore, pursuant to MCL 380.627;

NOW, THEREFORE, IT IS AGREED BY THE PARTIES THAT:

I. TERM OF AGREEMENT

This Agreement is effective July 1, 2021 ("Effective Date"). This Agreement will continue from the Effective Date until June 30, 2023 (the "Term"), unless otherwise terminated by either party in the manner provided in this Agreement.

II. OBLIGATIONS OF MISD

A. MISD shall, within a reasonable period of time from the Effective Date of this Agreement, perform those services as described in **Exhibit A** ("Services") for the District in accordance with this Agreement and as an independent contractor.

B. The relationship between the District and MISD shall be that of independent contracting parties. MISD shall be self-directed in the performance of the Services. Neither MISD nor any of its employees, agents or representatives shall represent themselves to be nor referred to by the District as being, an employee, servant, or agent of the District. The relationship between MISD and the District, apart from their relationship as an intermediate school district and a constituent district, shall be solely as established by this Agreement.

C. MISD shall assign Monique Beels ("Beels" or "Superintendent") to provide the Services. The Superintendent shall be the Chief Executive Officer (CEO) of the District. The Superintendent is hereby given all of the authority vested in a Superintendent of a public school district and those of a CEO, including, but not limited to, those relating to the operations of the District, such as administrative, instructional, business and other operations of the District, as well as the authority to advise and make recommendations to the District's Board of Education (the "Board") with respect to such operations. The Superintendent shall have all the authority of a Superintendent as prescribed or permitted by applicable State and Federal law (e.g. the Revised School Code, the rules and regulations of the State and Federal Departments of Education and District policies).

III. OBLIGATIONS OF THE DISTRICT

A. The District will provide the Superintendent with the tangible and intangible items and support that are reasonable and/or necessary to perform the Services, including, but not limited to:

1. Office space, equipment, supplies, administrative, and other human resource supports as deemed reasonable and/or necessary by the parties;
2. Access to all records and other information, equipment, software, codes, documentation, etc., as deemed reasonable and/or necessary by MISD;
3. Access to the District's Board and District employees and contractors as deemed reasonable and/or necessary by MISD.

B. The District shall pay MISD for the Services.

C. The District will also provide the Superintendent with the technology, as determined by the Superintendent and the parties, necessary to perform the Services including, but not limited to, phone and wireless internet services.

IV. RELIANCE UPON DISTRICT OPERATION AND FINANCIAL INFORMATION

The Services that MISD has agreed to provide under this Agreement and the corresponding fee were developed based on operational and financial information provided by the District. The District represents and warrants that, to the best of its knowledge, such information is current, complete, and accurate, and acknowledges that MISD has reasonably relied on it. The District shall continue to provide similar information to MISD from time to time, which will also be current, complete, and accurate, so that MISD may reasonably rely on it in providing the Services contemplated hereunder. If such operational and/or financial information of the District changes or is inaccurate, MISD may either (a) immediately terminate this Agreement, which termination would be effective immediately, or, (b) renegotiate and restate the Agreement on terms mutually acceptable to MISD and the District. The Services shall not constitute an audit of any of the District's financial statements or the District's internal controls.

V. COOPERATION

The District acknowledges that MISD and the Superintendent will need the active support of the District's professional, administrative, operations, and other personnel to provide the Services under this Agreement, and the District agrees to use its best efforts to cooperate with MISD in that regard. The Board commits to informing the Superintendent of Board member communications with administrative staff.

The Board has issued a memorandum, in a form acceptable to MISD, to all District employees, informing them of the District's duties to cooperate with MISD and the Superintendent.

The parties mutually agree that they shall not defame each other or the Superintendent. Such a prohibition survives the termination of the Agreement and shall remain in effect for a period of no less than three years.

VI. WARRANTIES

During the Term of this Agreement, the following warranties shall apply:

The District and MISD agree that MISD will rely upon any operational and/or financial information of the District which it receives to perform the Services. The District and MISD agree that, by entering this Agreement, MISD has not assumed any duty or obligation the District is required to perform by any federal, state or local law, rule or regulation. Except as otherwise set forth in this Agreement, the District and MISD also agree that MISD has not provided any warranty, express or implied, concerning the performance of the Services by the Superintendent or MISD AND THE SUPERINTENDENT SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, GENERAL, MULTIPLE, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR COSTS OR FEES OF ANY KIND, ARISING FROM OR ATTRIBUTABLE TO THIS AGREEMENT OR THE PERFORMANCE THEREOF FOR ACTS OR OMISSIONS COMMITTED WITHIN THE SCOPE OF THIS AGREEMENT.

The District and MISD agree that, by entering into this Agreement, MISD has not assumed any duty or obligation the District is required to perform by any federal, state or local law, rule or regulation. The District and MISD also agree that MISD has not provided any warranty, express or implied, concerning the performance of the Services by the Superintendent, and MISD SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, GENERAL, MULTIPLE, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR COSTS OR FEES OF ANY KIND, ARISING FROM THIS AGREEMENT OF THE PERFORMANCE THEREOF FOR ACTS OR OMISSIONS COMMITTED WITHIN THE SCOPE OF THIS AGREEMENT.

The warranties contained within this Section VI survive the termination of the Agreement and remain in effect for a period of no less than three years.

VII. PAYMENT

During the term of this Agreement, the District shall pay MISD \$650.00 per day plus FICA and retirement for performance of the services, with work days to be determined by the Superintendent and parties. In addition, the District agrees that it shall also pay, at the daily rate stated above, for up to 10 leave days per contract year, whether

or not taken or used. The District will also pay any additional expenses incurred in connection with the Superintendent's performance of the Services, such as local and in-state travel and conferences as agreed upon by the parties. The fee and expenses shall be paid to MISD within thirty (30) days of receipt of an invoice. If the District fails to timely pay for the Services and expenses as set forth above, MISD may, at its option, either suspend the Services until such payments are made, or terminate this Agreement without waiver of said payment.

The District is free to determine and pay additional compensation or consideration to the individual assigned either directly or through MISD, if it agrees to do so, provided any such compensation or consideration does not have a negative impact on the retirement status of the individual and provided the individual is notified in advance of and agrees to any such determination.

VIII. TERMINATION

A. In addition to any other basis provided herein, MISD or the District may terminate this Agreement during the Term for any reason or no reason and without obligation or liability, by providing the other party with thirty (30) days advance written notice of termination. This Agreement may also be terminated at any time by mutual agreement of both parties.

B. MISD and the District acknowledge that this Section VIII, Paragraph B constitutes written notice of nonrenewal of this Agreement, which is given at least 90 days before the termination of this Agreement, and that this Agreement will automatically terminate on June 30, 2021. MISD and the District may mutually agree to extend the term of the Agreement or enter into a new agreement at any time. Any termination hereof is without legal recourse by the District.

IX. CONFIDENTIAL INFORMATION

A. MISD acknowledges that it will not, during the term of this Agreement, or at any time subsequent to termination of the Agreement, use or disclose any confidential information of the District except as permitted by law or expressly permitted by the District.

B. All records, forms and supplies or any reproduced copies of records provided to or furnished by the District to MISD shall always remain the property of the District and shall be returned to the District on demand, or upon termination of this Agreement.

C. The District hereby permits communication by MISD of information and records covered hereby when necessary for MISD's operational purposes, as determined by MISD.

X. NOTICES

Any notice under this Agreement must be in writing and will be effective when delivered personally, delivered by a national overnight delivery service, or three (3) business days after being deposited in the United States mail (postage prepaid, registered or certified). In the case of a notice from the District to MISD, notice must be provided to MISD's Superintendent. In the case of a notice from **MISD** to the District, notice must be provided to the District's Board President. Notices shall be delivered at the following addresses:

Macomb Intermediate School District
Attention: Michael DeVault
44001 Garfield Rd.
Macomb, MI 48038

Earl Rickman-Board
President Mount Clemens
Community Schools 155
Cass Avenue
Mount Clemens, Michigan 48043

XI. COPYRIGHT AND INTELLECTUAL PROPERTY

If MISD or the Superintendent performing Services under this Agreement develop any work product, information, material, document, writing, publication, software, recording or procedure, whether in written, video, audio or other media format, ("the Work"), MISD and the Superintendent agree that the Work is a "work-for-hire" and the District shall be deemed the copyright author and holder of all intellectual property rights. In the event the Work is found to be other than a "work-for-hire," MISD or the Superintendent agrees to license its/their rights in any copyrights and other intellectual property to the District on a perpetual basis. The District licenses all such works to MISD on a perpetual basis.

XII. SEVERABILITY

If a court of competent jurisdiction holds any section, subsection or provision of this Agreement unenforceable, at either parties' option that party may terminate this Agreement effective immediately.

XIII. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Michigan, with venue being Macomb County, Michigan.

XIV. LIMITATION OF LIABILITY

In no event will MISD be liable to the District for any costs, including the cost of Services provided by MISD or the Superintendent, attorneys' fees, interest, loss of business, business interruption, or consequential, indirect, general, special, multiple, or punitive damages for acts committed within the scope of this Agreement. The protections and prohibitions against liability contained within this Section XIV survive the termination of the Agreement and remain in effect for a period of no less than six years.

XV. CONFLICT OF INTEREST

The District and MISD agree that MISD has not provided any warranty or assurance to the District related to the Superintendent and the Incompatible Public Offices Act, 1978 PA 566, MCL 15.181 *et seq.*, including any subsequent amendments (the "IPOA"). Should any conflict arise related to the Superintendent during the Term, it is the District's responsibility to take District action to resolve any such conflict to prevent any violation of the IPOA.

The parties waive any and all conflicts that arise through the use of the same auditor. However, in the event that an auditor used by both MISD and the District finds an irreconcilable conflict, the District will be required to procure an independent auditor who does not present a conflict of interest.

The District waives any potential conflict that may arise as of the performance of this Agreement, and MISD's authority and the relationship with the District as an intermediate school district.

XVI. INSURANCE

The District acknowledges that it must, upon execution of this Agreement, provide MISD with proof that MISD and the Superintendent have been named as additional insureds on its comprehensive general liability insurance. Thereafter, the District must maintain said coverage throughout the term hereof, and inform MISD of any cancellation or modification hereof. In the event of any such cancellation or modification, at MISD's option, this Agreement may be immediately terminated or MISD may waive the District's insurance obligations hereunder.

XVII. INDEMNIFICATION

The District agrees to reimburse MISD for all costs (damages of any kind, interest, costs, or fees of any kind), incurred by MISD as a result of MISD's indemnification of the Superintendent for acting within the scope of his/her/its duties as superintendent.

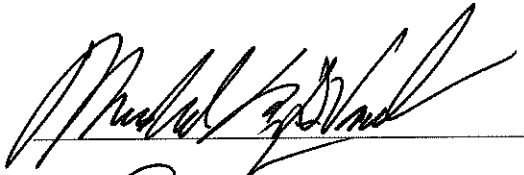
XVIII. EVALUATIONS

The Superintendent will only be evaluated subsequent to a full school year of the performance of the Services. The parties must agree on the timing, format and content of any such evaluation.

XVIII. ENTIRE AGREEMENT

The District and MISD agree this document is the entire agreement concerning the subject matter. Accordingly, this Agreement supersedes any and all other understandings or agreement, verbal or written, and may not be modified, amended or extended except by another written agreement executed by a legally authorized representative of the District and MISD.

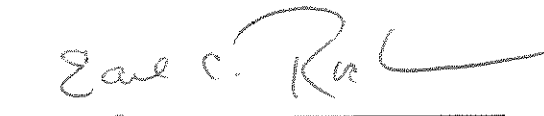
MACOMB INTERMEDIATE SCHOOL
DISTRICT



Its: Sap
(Current Title)

Date: 10-19-21

MT. CLEMENS COMMUNITY
SCHOOLS



Its: President
(Current Title)

Date: JUNE 16, 2021

EXHIBIT A

SERVICES

The Superintendent's authority includes, but is not limited to:

1. The right to speak on all matters before the Board.
2. Enforcing all provisions of law and all rules and regulations relating to the management of the schools and other educational, social and recreational activities under the direction of the Mount Clemens Board of Education (the "Board").
3. Keeping the Board informed of the condition of the District's educational system.
4. Preparing the agenda for Board meetings in consultation with the Board President. Preparing and submitting recommendations to the Board relative to all matters requiring Board action, and placing before the Board such necessary and helpful facts, information, and reports as are needed to ensure the making of informed decisions.
5. Submitting to the Board a clear and detailed explanation of any proposed procedure that would involve departure from established policy or the proposed expenditure of unbudgeted funds.
6. Developing and recommending to the Board objectives of the educational system and developing internal objectives which support those of the Board.
7. Developing and recommending to the Board long-range plans consistent with population trends, cultural needs, and the appropriate use of the District's facilities, and long-range plans which are consistent with Board objectives.
8. Developing specific administrative procedures and programs to implement the intent established by Board policies, directives and formal actions.
9. Overseeing the implementation of decisions of the Board when necessary.
10. Assisting the Board in developing and organizing educational programs and services.
11. Overseeing maintenance of records for the District, including a system of financial accounts, business and property records, personnel records, school population and scholastic records.
12. Issuing news releases and other items of public interest relating to the District that pertain to education matters, policies, procedures, school related incidents, and school events. Approving media interviews with District employees in their official capacities.

13. Making staffing decisions, staffing assignments, teacher placement decisions and managing the scheduling of all District staff. All decisions regarding hiring, layoff, termination, or non-renewal of staff must be approved by the Board of Education. Overseeing employee evaluations.

14. Prior to action by the Board, recommending the appointment, discipline, non-renewal, layoff, recall, or termination of employment of administrators, teachers and employees.

15. Prior to action by the Board, recommending the termination, amendment or modification of any contracts between the District and any of its contractors.

16. Developing standards of performance in educational achievement, development of personnel, and operating efficiency.

17. Overseeing relations with employee organizations.

18. Overseeing the preparation of the annual budget for adoption by the Board and the administration of the budget as enacted by the Board and making recommendations for amending the adopted budget, if necessary.

19. Scheduling employee meetings.

20. Overseeing, if necessary, the preparation of a Deficit Elimination Plan and overseeing compliance with an approved Deficit Elimination Plan.

21. Overseeing the safeguarding and administration of all funds, physical assets, and other property of the District.

22. Overseeing the establishment and/or maintenance of liaisons with community groups, MISD, the Michigan Department of Education, the U.S. Department of Education, and other governmental entities, as necessary.

23. Filing, or cause to be filed, all reports, requests and appropriations as required by law and District policy.

24. Acting within his/her/its own discretion in cases where action is necessary on any matter not covered by Board policy or directive. Reporting such action to the Board as soon as practicable, and recommending policy in order to provide guidance in the future.

25. Suggesting policy recommendations to the Board and oversee implementation of District guidelines pursuant to Board policy.

26. Being the Board authority for the administration of the educational system and for the interpretation and fulfillment of the aforesaid Services.

27. Attending regularly scheduled Board meetings.

28. Representing the District in dealings with other school systems,

professional organizations, business firms, agencies of government and the general public.

29. Making reports to the Board of Education and appropriate governmental agencies, if necessary.

30. Overseeing compliance with the District's performance evaluation system.

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