

SUPERINTENDENT'S AGREEMENT

THIS AGREEMENT entered into by and between the **BOARD OF EDUCATION OF THE FERNDALE PUBLIC SCHOOLS**, hereinafter called the **BOARD** or **BOARD OF EDUCATION**, and, **BLAKE PREWITT**, hereinafter called the **SUPERINTENDENT**.

WHEREAS, the **BOARD OF EDUCATION** took action at its special meeting of June 19, 2014, to appoint and employ Blake Prewitt as Superintendent of Schools commencing on the 1st day of July, 2014; and

WHEREAS, the Board and the Superintendent now desire to confirm and commemorate the appointment and employment of the Superintendent in a written agreement which will provide for the Superintendent to perform the duties of the Superintendent of Schools in and for the public schools in the Ferndale Public Schools, hereinafter called the "District", as prescribed by the provisions of this Agreement, the rules and policies of the Board, and the statutes of the State of Michigan.

In consideration of the mutual promises hereinafter set forth, the parties agree as follows:

I. TERM OF AGREEMENT:

The term of this Superintendent's Agreement shall commence on July 1, 2014 and shall continue through the 30th day of June 2017, unless this Agreement is otherwise earlier terminated or suspended as provided by law or as otherwise provided herein.

II. DUTIES AND ACCESSIBILITY:

A. The Superintendent agrees to exclusively perform the duties of Superintendent of Schools of the District as those duties are set forth in the statutes of the State of Michigan and in accordance with the job description for the Superintendent as it may now exist, or as it may be adopted or modified during the term of this Agreement by the Board; and in accordance with the By-Laws and Policies, Rules and Regulations of the District, as such may now exist or as such may from time to time during the term of this Agreement be adopted and/or modified by the Board.

B. The Superintendent agrees to exclusively devote his full time and effort to the job of Superintendent of Schools. The Superintendent agrees to perform the duties of Superintendent in a competent and professional manner in compliance with the laws applicable to the District, the policies and regulations adopted by the Board of Education, and all other lawful directives given by the Board. In addition to the general duties set forth above and as established by the District policies and regulations, the Superintendent shall:

1. Advise the Board of Education on matters pertaining to the school administration or to the District and promptly report to the Board of Education all facts and information that would materially affect the business of the District.

2. Make himself available and accessible to the members of the Board of Education, the members of the administrative staff of the District, and citizens of the District. In determining "availability" and "accessibility," consideration shall be given to the Superintendent's role and the propriety of delegating functions to his staff.
3. Attend each meeting of the Board of Education unless excused by the Board President or his/her designee or excluded from a closed meeting.
4. Serve as ex officio non-voting member of each committee of the Board of Education.
5. Attend and participate in District functions, or on occasion, other civic activities having relation to the District's interests within the community serviced by the District. The time expended in attending such meetings and activities has been taken into account in setting the aforesaid salary and, thus, no additional compensation shall be made for such attendances.
6. The Board of Education accepts from the exclusivity provisions above, the continuation of Superintendent's contract work as a musician for events outside his employment as and not during the times he is performing necessary duties of Superintendent.

II. QUALIFICATIONS. The Superintendent represents and warrants he 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

III. COMPENSATION:

- A. The Superintendent's base annual salary for the 2014-2015 school year shall be One Hundred Fifty Thousand (\$150,000.00) Dollars. The Superintendent's base annual salary for the 2015-2016 school year shall be One Hundred Fifty-Five Thousand (\$155,000.00). The Superintendent's base annual salary for the 2016-2017 school year shall be One Hundred Sixty Thousand (\$160,000.00). The base annual salary shall be paid in twenty-six equal bi-weekly installments. The annual increases in compensation are conditioned upon the Superintendent receiving at least an effective performance evaluation from the Board of Education as set forth in this Agreement below. In the event the annual performance evaluation is less than effective, the Superintendent will remain on his current salary schedule. When the performance evaluation is at least effective, the Superintendent will receive the next scheduled annual salary step.
- B. The parties agree that in the event the Superintendent or the Board of Education institutes "furlough days" and/or other cost control measures for administrative staff, the furlough days and/or other cost control measures will be equally applicable to the Superintendent and the salary will be reduced accordingly.

IV. PERFORMANCE EVALUATION. In accordance with applicable state law and the Policies of the Board of Education, the Board of Education shall formally evaluate, with input from the Superintendent, his performance in accordance with said law and Policies, and provide an opportunity to discuss working relationships with the Board, the staff and the community. This evaluation shall take place prior to March 15 during each year of this Agreement. The Board of Education shall, with input from the Superintendent, informally evaluate the Superintendent's performance in the months of August, October, December, and February prior to the formal March evaluation of the Superintendent. In addition, the Superintendent, in consultation with the Board of Education, will develop written performance goals, timelines and progress indicators annually and before the Superintendent's first informal evaluation. Goals shall be adopted by the Board of Education before the Superintendent's first informal evaluation and goals adopted by the Board of Education should support the performance goals for the Superintendent. At least twice each year, and before the Superintendent's formal evaluation, the Superintendent will submit to the Board of Education a self-assessment of his performance, including his progress with respect to performance goals, timelines and indicators of progress.

V. FRINGE BENEFITS. Effective July 1, 2014 and continuing during the term of this Agreement, the Superintendent shall receive full family health, dental and vision insurance at the same level as is provided to administrative staff under the terms of the agreement with the Administrative Staff for the respective calendar years. In addition to such benefits, the Superintendent is entitled to the following benefits:

A. Life Insurance. Subject to the requirements of the designated Insurance Carrier, the Board shall authorize payment of an amount necessary to purchase Term Life Insurance in the amount of two times the Superintendent's Annual Base Salary.

B. Vacation

1. The Superintendent shall earn 22 paid vacation days in the 2014-2015 school year (at the rate of 1.833 days per month); 25 paid vacation days in the 2015-2016 school year (at the rate of 2.083 days per month); and 27 paid vacation days in the 2016-2017 school year (at the rate of 2.25). Vacation days for the current school year will be available on July 1 of each school year.

2. Unused vacation may be carried over into the next school year, upon the advance written request of the Superintendent not to exceed five (5) days maximum accumulation per school year. At the Superintendent's sole discretion, he may cash in unused vacation days not to exceed five (5) days during each year of this Agreement upon the advance written request of the Superintendent. Each vacation day shall be paid at the per diem rate applicable to the base salary in effect for the Superintendent during the year such vacation was to have been taken. The per diem rate shall be determined by dividing the Superintendent's base annual salary for each school year by 260.

3. Vacation shall be scheduled by the Superintendent so as to minimize disruption of District operations and at times acceptable to the Superintendent and the Board.
 4. Any vacation time accrued in a contract year but unused and not cashed in or carried over as of June 30th of the contract year shall be forfeited.
 5. In the event the Superintendent leaves the District, he shall be paid for earned but unused vacation time then accrued to him and unused during the current school year. In the event of his death, such shall be paid to his estate, as provided by law. Any unearned vacation days taken in advance of being earned will be deducted from the Superintendent's final paycheck at the time of termination. The Superintendent shall execute a written concern for any such deduction as required by law.
- C. Paid Holidays. The Superintendent shall be entitled to all Board approved holidays for administrators which currently include the following thirteen (13) holidays: Independence Day (2), Labor Day, Thanksgiving Day, Thanksgiving Friday, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King, Jr. Day, Good Friday, Easter Monday, and Memorial Day. Paid holidays do not count toward vacation days.
- D. Annual, Paid Leave Days. The Superintendent shall earn one (1) leave day each month. The twelve (12) leave days for the current school year will be available on July 1 of each school year. Such days may be used for personal illness, family illness, religious holidays, bereavement days, and personal days. Personal days are limited to three (3) days per school year. Any unearned annual leave days taken in advance of being earned will be deducted from the Superintendent's final paycheck at the time of termination. Upon retirement or voluntary separation from the District, unused leave days shall be forfeited. The Superintendent shall execute a written concern for any such deduction as required by law. Annual paid leave days do not count toward vacation days.
- E. Retirement. The School District shall assume full costs of the Employer contributions to the Michigan Public School Employees Retirement System ("MPERS") on behalf of the Superintendent, as may be required and/or permitted by law. The Superintendent acknowledges that such reimbursement amount represents, under current law, a taxable payment to him for purposes of the Internal Revenue Code.
- F. Tax Deferred Annuity. At the end of each fiscal year, the District shall make an annual contribution to a tax-deferred annuity on behalf of the Superintendent to a tax sheltered annuity plan chosen by the Superintendent and approved by the Board in the following amounts: \$10,000.00 during the 2014-2015 school year, \$12,000.00 during the 2015-2016 school year, and \$14,000.00 during the 2016-2017 school year. If the Superintendent's employment terminates prior to the

end of a school year, the tax deferred annuity payment will be prorated based on the number of full months of employment completed by the Superintendent under this Agreement.

G. Reimbursement of Expenses

1. The Superintendent shall be reimbursed for all reasonable and necessary expenses incurred for or on behalf of the District, in connection with meetings with students, parents, employees, Board of Education members or visitors to the District, or in other districts in which the Superintendent may visit, provided the meetings are related to the interest of the District, and other expenses incurred in the performance of his official duties during his employment under this Agreement. The Superintendent shall be reimbursed for expenses incurred in taking educational courses which the Board shall require the Superintendent to take during the term of this Agreement, or which are necessary to the Superintendent to maintain certification, subject to such limitations as provided by law and/or by the Board or Board policy. The Superintendent shall submit proper vouchers together with his request for reimbursement, which is subject to approval by the President of the Board of Education. The Board shall not reimburse any expense vouchers not submitted within forty-five (45) days of the expense being incurred.
2. Mileage Compensation. The Superintendent will receive no reimbursement for the use of his personal automobile on School District business in Wayne, Oakland and Macomb Counties. Travel outside the Tri-County area shall be reimbursed at the IRS mileage rate upon submission of a sufficient expense report and submitted within forty-five (45) days of the trip.

VI. CONFLICT OF INTEREST/OTHER ENGAGEMENTS OUTSIDE THE DISTRICT.

- A. The Superintendent may not undertake consultative engagements, speaking engagements, writing, lecturing, exchange programs, other professional duties or obligations, or other similar undertakings, unless the Board of Education gives its prior written consent to such activities. In the event that participation in an educational exchange program is offered to the Superintendent, he shall request and secure the Board of Education's approval to participate in same in advance of committing to participate. The Superintendent understands and agrees that prior written consent must be obtained at least two (2) weeks prior to each occurrence of the activity or engagement.
- B. During the terms of this Agreement, the Superintendent may not make personal investments in any other businesses that require active involvement in the operation of said business(es). The Superintendent shall not directly or indirectly acquire or otherwise possess any interest in any business, group, or organization that is adverse to that of the District or that may involve any real or apparent

conflict of interest. In the event that a question arises as to whether a given interest may be in conflict with the interests of the District, the Superintendent shall make a full and immediate disclosure of same to the Board for its review and disposition, which disposition shall be controlling upon and complied with by the Superintendent.

- C. Nothing herein shall prevent the Superintendent from accepting at his discretion speaking or lecturing engagements which promote the interest of the School District and concern educational subjects provided that these engagements do not require the Superintendent's absence from the District for more than one (1) day and the Superintendent provided no less than three (3) business days advance notice to the Board President.
- D. Nothing herein shall prevent the Superintendent's activities as a musician as accepted in Article II, B., 6.

VII. TERMINATION.

- A. Board of Education. In addition to any other rights the District may have, by law or under this Agreement, the Board of Education may terminate this Agreement at any time during its term for any reason satisfactory to itself that is not arbitrary or capricious. If the Board of Education exercises this right before the end of the current term of this Agreement, and the most recent Performance Evaluation is Effective or higher, a severance payment equal to one-year base salary shall be paid to the Superintendent over the subsequent twelve (12) months using the then current payroll cycles or the amount of base salary remaining to be paid under the current term of this Agreement, whichever is less. This Agreement may also be terminated by the Board of Education at any time during its term in the event of the Superintendent's conviction or admission of an act of moral turpitude, death, retirement, or voluntary resignation of employment. The Superintendent shall be afforded an opportunity for a hearing before the Board of Education regarding termination if he desires. The hearing may be conducted in a closed session of the Board of Education at the option of the Superintendent.
- B. Superintendent. The Superintendent may terminate this Agreement by giving the Board of Education at least ninety (90) days written notice of resignation/retirement.
- C. Surrender of Materials on Termination. The Superintendent agrees to deliver to the School District, on the date employment terminates (or immediately upon written request), all documents and things in his possession, custody, or control pertaining to the operations of the District including security ID, office keys, computer, credit cards, files, documents, lists, programs and software, flashdrives, or information or equipment of the District that he has in his custody or control. The Superintendent further agrees that he will disclose to the District

all passwords necessary or desirable to enable the District to access all information which the Superintendent has password-protected on any of the District's computer equipment or on its computer network or system.

VIII. EXTENSION/RENEWAL. This Agreement may be extended by option of the Board of Education or non-renewed, as follows:

A. Board Option. The Board of Education, no later than the 1st day of April of each year during the term of this Agreement, may extend the Agreement for an additional one-year period. In exercising this option, the Board of Education may establish the annual salary to be paid to the Superintendent for that school year but in no event will it be at a level less than the salary paid in the year immediately preceding extension year. The Superintendent is free to decline any such extension. All other items shall remain unchanged. The Board of Education in its sole discretion and with or without cause may decline to extend this Agreement of an additional year provided proper notice of same is given to the Superintendent in accordance with any applicable law. Notwithstanding the foregoing, if the Superintendent's latest evaluation at the time an extension decision is to be otherwise made is at least effective, then this Agreement shall be extended for an additional, one-year period.

B. Non-Renewal of Agreement. As recited in Paragraph I, this Agreement shall terminate on June 30, 2017. The Superintendent acknowledges that he has no expectation of employment by the School District beyond that date. The decision whether to renew or not to renew the Agreement is solely within the discretion of the Board of Education for the School District provided same is effectuated in accordance with this Agreement and any applicable law.

IX. MID-YEAR CHANGES. Some of the provision of this Agreement are derived or determined by reference to employment terms and conditions applicable to employee group(s) employed within the District which may change from time-to-time during the term of this Agreement. It is the intent of the parties that such changes will immediately become applicable to the Superintendent upon such changes occurring or being implemented for such employee group(s). Accordingly, the Superintendent acknowledges that such mid-term changes may either increase or diminish/decrease the rights, obligations or fringe benefit entitlements to which he is entitled at the inception of this Agreement, without the need for further amendments to this Agreement.

X. TENURE It is expressly agreed that the Superintendent shall not be deemed to be granted continuing tenure in his/her capacity as Superintendent or in any other capacity except as may be acquired by operation of law.

XI. PROFESSIONAL CERTIFICATION AND GROWTH:

A. The Superintendent will furnish, throughout the life of this Agreement valid and appropriate proof of his qualifications to serve as a Superintendent of a school

district in the State of Michigan as required by the applicable provisions of Michigan law or administrative regulations adopted pursuant thereto.

B. The Superintendent shall be encouraged to attend those professional meetings that improve the management and educational practices of the District. The Superintendent will share knowledge of the latest developments in the field base on attendance at professional development activities/conferences with the Board of Education and District staff. The actual and necessary expenses of said attendance shall be paid by the District to the extent authorized by the Board in the Appropriation Budget. The Superintendent is encouraged to join and participate in professional organizations related to the duties of the office. The dues and meeting attendance expenses for the following organizations shall be paid by the Board:

1. American Association of School Administrators (AASA)
2. Michigan Association of School Administrators (MASA)
3. Either the Rotary Club, the Optimist Club or other civic/service club in Ferndale, Michigan, as selected by the Superintendent

XII. INDEMNIFICATION The School District agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent, provided the incident giving rise to such demand, claim, suit, action or other legal proceedings arose while the Superintendent was acting within the scope of his employment (including criminal litigation, in which case reimbursement of the cost of defense shall follow a judgment of acquittal or other dismissal of charges). In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions, and legal proceedings. Indemnification shall not be provided where the Superintendent is the plaintiff or where the suit or proceedings involves the termination of his employment or any other provisions of this Agreement.

XIII. MISCELLANEOUS PROVISIONS.

A. Copyright and Intellectual Property. If the Superintendent develops on or behalf of the School District any work product, information material, document, writing, publication, software, recording or procedure, whether in written, video, audio or other media format("The Work"), the Superintendent agrees that the School District shall be deemed the copyright author and holder of all intellectual property rights. The Superintendent agrees to assign any rights in any copyrights or other intellectual property to the District and will take any and all steps necessary or required to comply with this paragraph.

- B. Confidential Information. The Superintendent acknowledges that in the course of his employment with the District, he acquired confidential information, trade secrets and other proprietary information of the District ("Confidential Information"). The Superintendent understands that this Confidential Information has been disclosed in confidence and only for use by the District and is the property of the District. As a material condition of this Agreement, the Superintendent agrees to keep this Confidential Information confidential at all times during and after employment with the District and will not use this Confidential Information for his own purposes or disclose or communicate this Confidential Information to any third party unless otherwise permitted or required by law.
- C. Governing Law. This Agreement shall be governed by the laws of the State of Michigan, with venue being Oakland County, Michigan.
- D. Severability. If a court of competent jurisdiction holds any Section, subsection or provision of this Agreement is not enforceable, the remaining Sections, subsections and provisions will remain in full force and effect.
- E. Savings Clause. If any portion of this Agreement is determined to be illegal due to conflict with State or Federal law, the remainder of the Agreement shall remain in full force and effect.
- F. Dispute Resolution. In the event of a dispute between parties relating to any provision of this Agreement, or a dispute concerning any of the parties' rights or obligations as defined pursuant to the Agreement, the parties hereby agree to submit such to binding arbitration. Unless otherwise agreed to in writing, such arbitration shall be conducted under the labor arbitration rules of, and administered by, the American Arbitration Association ("AAA") for employment disputes which shall include discovery and subpoena powers. The parties agree that discovery shall be limited to no more than two (2) depositions by each party and there will be no written discovery. If the parties fail to agree upon any of the persons named in this initial list provided by the AAA, if those named decline or are unable to act, or if for any other reason the appointment cannot be made from the submitted lists, the administrator shall submit no less than three (3) additional lists until a mutually acceptable Arbitrator is selected. If the parties do not agree to an Arbitrator after the submission of no less than three (3) lists, the administrator shall submit a final list of three (3) arbitrators drawn from the entire labor arbitrator panel. The parties shall then rank the arbitrators from one (1) to three (3). The Arbitrator with the lowest number, calculated by adding the rankings together, shall then be appointed. The arbitrator's fee and the expense of the American Arbitration Association shall be mutually shared by both parties. All parties are entitled to have representation of their own designation; however each party shall be responsible for the fees and costs of such respective representation.

G. 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.

H. 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.

Dated this 20th day of June, 2014.

**BOARD OF EDUCATION,
FERNDALE PUBLIC SCHOOLS**

By:

James O'Donnell
James O'Donnell, President
Board of Education

And

Karen Twomey
Karen Twomey, Secretary
Board of Education

SUPERINTENDENT

By:

Blake Prewitt
Blake Prewitt

22329690.1\088888-03205
22416595.1\107063-00005