

AGREEMENT

Agreement made and entered into by and between WARREN WOODS PUBLIC SCHOOLS (hereinafter referred to as the "School District") and STACEY DENEWITH-FICI (hereinafter referred to as the "Superintendent").

The School district and the Superintendent hereby agree as follows:

1. **LENGTH OF CONTRACT** - The School District agrees to continue the employment of the Superintendent of Schools for the WARREN WOODS PUBLIC SCHOOLS for a period of five (5) years commencing July 1, 2011, and continuing through June 30, 2016. For the term commencing July 1, 2011, upon the occurrence of a satisfactory evaluation of the Superintendent by the Board of Education, this Agreement shall be extended so as to maintain 5 years.

2. **SALARY** – The Superintendent's salary for the 2011-2012 school year shall be no less than \$130,843 on an annualized basis. The Superintendent shall have added to her base salary the same longevity payments and advanced degree or graduate hours credit that are part of the total administrative salary package for other administrators.

For subsequent years of service rendered by the Superintendent, the School District shall fix the Superintendent's annual salary and other compensation based upon, in its sole judgment, the evaluation of the Superintendent as provided in Section 9 below, and other relevant factors. Any adjustment in salary and/or other compensation shall be in the form of an amendment to this Agreement, but by so doing it shall not be considered that the School District has entered into a new agreement with the Superintendent. It is understood and agreed that the Superintendent's salary shall not be reduced without the Superintendent's agreement. If the Board fails to act on the Superintendent's compensation for any particular school year by December 31st of that school year, then the Superintendent shall receive for that school year the same percentage salary and benefit adjustments made by the Board for other administrators for that same school year.

3. **BENEFITS** - During the term of this Agreement, the Superintendent shall receive, in addition to any other benefit provided herein, those fringe benefits which are provided to other administrators by Board policy or action; provided, however, that in no event will the Superintendent receive less than twenty-six (26) work days of vacation exclusive of legal holidays, and twelve (12) sick days per year. It is expressly agreed that five (5) of the aforementioned twenty-six (26) work days of vacation in any given school year may be paid to the Superintendent if she so requests at her then current daily rate of pay, rather than her being required to bank such vacation days.

4. **DUTIES** - The Superintendent agrees to serve the School District and perform the duties in her capacity as a Superintendent as directed by the Board of Education of the School District, or its designee, and to obey and fulfill the rules and regulations as established by the Board of Education of the School District and to carry out its educational programs and policies during the entire term of this Agreement.

5. **CERTIFICATION** - The Superintendent shall maintain the appropriate certification, if attainable, and meet applicable continuing education requirements to act as Superintendent of Schools in accordance with the laws of the State of Michigan.

6. [Intentionally Left Blank]

7. **DISCLOSURE** - The Superintendent will not withhold from the Board of Education of the School District, and will promptly report to the Board of Education of the School District, any fact or information which, in her professional opinion, would or might affect or be relevant to the business of the School District.

8. **REFERRALS TO SUPERINTENDENT** - The BOARD collectively and individually shall refer promptly all criticism, complaints, and suggestions called to their attention to the Superintendent for study and recommendation.

9. **EVALUATION** - Annually, but no later than April 1 of each year, the Board of Education of the School District shall during the term of this Agreement review with the Superintendent, the Superintendent's progress toward established goals, and working relationships among the Superintendent, the School District, the faculty, the staff and community, and shall consider the Superintendent's annual salary for the next subsequent year of the contract.

10. **MEDICAL EXAMINATION** - Upon the request of the Board, the Superintendent shall obtain a comprehensive medical examination. Costs of such medical examination shall be borne by the School District to the extent they are not covered by insurance. A copy of a statement certifying to the physical competency of the Superintendent shall be filed with the Board President and treated as confidential information by the Board.

11. **DENIAL OF TENURE** - The Superintendent agrees that she shall not be deemed to be granted tenure in her capacity as Superintendent of the School District or in any other administrative capacity. The Superintendent also agrees that in no event shall the failure of the School District to continue or to reemploy her in any capacity other than as a classroom teacher be deemed a discharge or demotion within the provisions of Act 4, Michigan Public Acts of 1937, Extra Session, as amended.

12. **MEMBERSHIP DUES** - The School District shall pay the cost of the Superintendent's annual membership dues to the Michigan Association of School Administrators and the American Association of School Administrators as well as other appropriate national, state, county and/or local professional organizations.

13. **PROFESSIONAL ACTIVITIES** - The Superintendent shall be encouraged to attend appropriate professional meetings at the local, state and national levels. Costs and attendance shall be paid by the School District. The Superintendent shall receive prior approval from the Board of Education and/or its President prior to attending any meetings on a national level.

14. **TRANSPORTATION EXPENSES** - The School District shall pay the Superintendent a transportation allowance of \$5765 per year on an annualized basis for use of her personal automobile for School District business.

15. **OTHER WORK** - The Superintendent, with the prior approval of the Board President, may undertake engagements, writing, lecturing or other professional duties and obligations.

16. **ADMINISTRATIVE ORGANIZATION** - The Superintendent may, upon the prior approval of the Board of Education, organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, which in her judgment best serves the School District.

17. **ANNUITY** - The School District shall contribute to a tax sheltered annuity for the Superintendent in the amount of \$4881 during each year of this Agreement, or prorated for less than a full year. The Superintendent shall own the annuity as required by Section 403(b) of the Internal Revenue Code. The Superintendent may arrange through a salary reduction agreement for additional contributions to the annuity on her behalf within the applicable legal limits.

18. **SEPARABILITY** - Any provision of this Agreement prohibited by the laws of the United States or the State of Michigan shall be ineffective to the extent of such provision only without invalidating the remaining provisions of this Agreement.

19. **REASSIGNMENT** - In the event that the Board of Education desires to remove the Superintendent from her position for reasons other than those referred to in this Agreement the Superintendent shall be reassigned to another administrative position which she has successfully held in the District or she is qualified to hold. However, her salary shall not be less than what she was currently receiving at the time of reassignment for the remainder of her then current contract.

20. **REASSIGNMENT FROM CONSOLIDATION OR ANNEXATION** - In the event that the Board of Education is forced to remove the Superintendent from her position due to forces beyond its control such as a state mandated consolidation or state mandated annexation of the District and for reasons other than those referred to in this Agreement, the Superintendent shall be reassigned to another administrative position which she has successfully held in the District or he is qualified to hold. (For example, if a state mandated consolidation forces the District to merge with other districts whereby eliminating the position of Superintendent, this reassignment provision would be used to place the Superintendent into another administrative position which she had successfully held in the District or is qualified to hold).

21. **TERMINATION**. The Board shall be entitled to terminate the Superintendent's employment at any time during the term of this Contract for just cause. The Board may terminate this agreement without further obligation or liability to Superintendent for salary, remuneration or fringe benefits, if the Superintendent commits acts of moral turpitude, misconduct, dishonesty, fraud, insubordination or incompetence, if the Superintendent materially breaches the terms and conditions of the agreement; or if the Superintendent commits acts otherwise constituting just cause for discharge. The "just-cause" standard for termination of this Contract during its term

shall not apply to non-renewal of this contract 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 its term.

22. **ARBITRATION.** In the event of a dispute between the parties relating to any provision of this agreement, or a dispute concerning any of the parties rights or obligations as defined pursuant to this agreement, the parties hereby agree to submit such to binding arbitration. The arbitrator shall be mutually selected by the parties; if this does not occur within a period of 10 days, then the arbitrator shall be selected in accordance with the labor arbitration rules of, and administered by, the American Arbitration Association. The arbitrator's fee and the expense of the American Arbitration Association (if necessary) shall be shared equally between the parties. All parties are entitled to have representation of their own designation; however, each party shall be responsible for the cost of such respective representation. The parties also agree that a judgment on the award of the arbitrator(s) may be entered in any court of competent jurisdiction. The parties acknowledge and agree that this paragraph precludes either from filing covered claims in court and, therefore, waive any otherwise available right to trial by jury.

23. **LEGAL REPRESENTATION AND LEGAL COSTS** – If, in the opinion of the District's legal counsel, a conflict exists as regards to the defense to a claim by a third party between the legal position of the Superintendent and the legal position of the District, the Superintendent may engage counsel in which event the District shall indemnify the Superintendent for the reasonable cost of legal defense as permitted by stated law. The District shall not, however, be required to pay any cost of any legal proceedings in the event the District and Superintendent have adverse interest in such litigation.

24. **LIABILITY INSURANCE COVERAGE** – The District shall provide insurance coverage for the Superintendent in connection with defending claims for injuries to persons or property allegedly caused by the Superintendent's negligence, arising during the course of her employment and while she was acting within the scope of her employment. The limitations and other provisions of such coverage shall be equal or substantially the same as that provided to the Board of Education members for claims of a similar type and nature. The above insurance coverage shall be continued for a minimum of five years after the Superintendent's termination of employment with the District.

25. **HOLD HARMLESS** – The 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 in her individual capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting within the scope of her employment and excluding criminal litigation, and such liability coverage is within the authority of the District to provide under state law, except that in no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

26. **LIMITATIONS OF ACTIONS:** The Superintendent and the District agree that any civil action must be filed no later than 180 days from the termination of the Superintendent's employment. The District and the Superintendent waive any limitations period longer than 180 days.

27. **TERMINATION OF AGREEMENT** - During the term of this Agreement, the School District and the Superintendent may mutually agree to terminate this contract.

28. **MODIFICATIONS TO AGREEMENT** - This Agreement contains the entire agreement of the parties hereto, supersedes any previous written agreements, and may not be altered, modified or rescinded by any prior or contemporaneous statement or understanding of either party or any person on either party's behalf. This Agreement may be amended, modified, rescinded or otherwise altered during its term only by an express written "Modification", denominated as such, and signed by each party.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed on the date(s) indicated below.

Jere Green 4/11/11
Date
Jere Green
President
Board of Education
Warren Woods Public Schools

Kay F. Walsh 4/11/11
Date
Kay F. Walsh
Secretary
Board of Education
Warren Woods Public Schools

Stacey Denewith-Fici 4/11/11
Date
Stacey Denewith-Fici
Superintendent
Warren Woods Public Schools