

SUPERINTENDENT EMPLOYMENT AGREEMENT

THIS SUPERINTENDENT EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the **BOARD OF EDUCATION OF THE FERNDALE PUBLIC SCHOOLS** (“Board” or “Board of Education”), and, **DANIA BAZZI** (“Superintendent”).

WHEREAS, the Board of Education took action at an open meeting on May 18, 2020, to extend the agreement to employ Dr. Dania Bazzi as Superintendent of Schools commencing on the 1st day of July 2020; 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, 2020 and shall terminate on June 30, 2024. The Superintendent acknowledges that she has no expectation of employment by the School District beyond June 30, 2024. The Board shall review this Agreement annually, and may, on or before June 30th of each school year, take official action to extend this Agreement for an additional one (1) year and shall notify the Superintendent of its action in writing. If no action is taken by the Board on or before March 30 of each school year the Superintendent is hereby on notice pursuant to MCL 380.1229 that the Board has resolved that this Agreement shall not be automatically renewed for an additional one (1) year period. The decision whether to renew or not to renew the Agreement is solely within the discretion of the Board of Education for the District provided same is effectuated in accordance with this Agreement and any applicable law.

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 her 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 herself 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 her 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 compensation under this Agreement and, thus, no additional compensation shall be made for such attendance.

III. QUALIFICATION: The Superintendent represents and warrants she 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.

IV. COMPENSATION:

A. The Superintendent's base annual salary for the first year of this Agreement (the 2020-2021 school year) shall be One Hundred Seventy-Five Thousand (\$175,000) Dollars. The Superintendent's base annual salary for the second year of this Agreement shall be One Hundred and Eighty Thousand (\$180,000) Dollars. The Superintendent's base annual salary for the third year of this Agreement shall be One Hundred Eighty-Five Thousand (\$185,000) Dollars. The Superintendent's base annual salary for the fourth year of this Agreement shall be negotiated during the third year of the agreement. In the event an amount cannot be agreed upon prior to the commencement of the fourth year, the base, annual compensation

shall be the same as the third year. 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 her 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.

V. **PERFORMANCE EVALUATION.** In accordance with applicable state law and the Policies of the Board of Education, the Board of Education shall evaluate the Superintendent's performance.

VI. **FRINGE BENEFITS.** Effective July 1, 2017 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 27 paid vacation days in the 2020-2021 school year (at the rate of 2.25 days per month). Vacation days for the current school year will be available on July 1 of each school year. For the remaining years, the Superintendent shall earn 30 paid vacation days (at the rate of 2.5 per month) per 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, she 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 to the Board. 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 by 365 days for each.

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 separates from employment with the District, she shall be paid for earned but unused vacation time then accrued to her and unused during the current school year. In the event of her death, such shall be paid to her 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 separation. The Superintendent shall execute a written consent for any such deduction as required by law and hereby consents to any such deduction.
- C. Paid Holidays. The Superintendent shall be entitled to all the following Board approved 11 holidays for administrators: 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 and Memorial Day. In addition, the Superintendent shall be entitled to 2 additional holidays to use for religious observances of her own choosing. 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 District shall make all employer contributions on behalf of the Superintendent as may be required by law. If a contribution to MPSERS is optional, the District shall choose this option for the Superintendent unless the Superintendent declines the option.
- 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: \$15,000 during the first year of this Agreement (the 2020-2021 school year), \$16,000 during the second year of this Agreement, and \$17,000 during the third and fourth year of this Agreement. 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 her official duties during her 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 her 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 her 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.

VII. 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, she 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 business(es) that require(s) 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 her 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.

VIII. 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 without liability hereunder for salary, pension contributions and/or fringe benefits, for any reason that is not arbitrary and capricious, including, but not limited to, an act or omission constituting moral turpitude or misconduct; the suspension or revocation of any required certification or the like; a failure to maintain the credentials and qualifications for the position of Superintendent as required by this Agreement; a less than effective evaluation of the Superintendent; an economic necessity; a violation of any of the terms, covenants, warranties or representations in this Agreement; the physical or mental disability of the Superintendent. "Disability" shall mean, unless otherwise prohibited by law, the failure to uphold any Board bylaw, policy or regulation, or the Superintendent's inability to perform the essential job duties and/or functions of her position, with reasonable accommodation, for more than an aggregate of one hundred twenty (120) days during the term of this Agreement.
- 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 her 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, flash drives, or information or equipment of the District that she has in her custody or control. The Superintendent further agrees that she 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.

IX. MID-YEAR CHANGES. Some of the provisions of this Agreement may be 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 she 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 or to have gained continuing tenure in her capacity as Superintendent or in any other capacity.

XI. PROFESSIONAL CERTIFICATION AND GROWTH.

A. The Superintendent will furnish, throughout the life of this Agreement valid and appropriate proof of her 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. To the extent permitted by law, 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 her 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 her 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 regarding The Work. The Superintendent agrees to and hereby does permanently assign any rights in any copyrights or other intellectual property regarding The Work 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 her employment with the District, she 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 her 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. 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.

- G. 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.

**BOARD OF EDUCATION,
FERNDAL PUBLIC SCHOOLS**

By: Mike Davison
Mike Davison, President
Board of Education

Date: 5/22/2020

SUPERINTENDENT

By: Dania H. Bazzi
Dr. Dania H. Bazzi

Date: 5/22/2020