



NEWAYGO COUNTY REGIONAL EDUCATIONAL SERVICE AGENCY

Educational Service Center, 4747 W. 48th Street

Fremont, MI 49412

SUPERINTENDENT'S CONTRACT

This Superintendent Contract (the "Contract") is hereby agreed to by and between the Board of Education (the "Board") of the Newaygo County Regional Educational Service Agency (the "NC RESA") and Blake Prewitt (the "Superintendent"), to be effective as of **July 1, 2025**, on the terms and conditions set forth below.

1. **Term.** The term of the Contract shall be for a period of three years commencing **July 1, 2025 and ending June 30, 2028**. If the Superintendent receives an Effective rating on his **2025-2026** annual evaluation, the Contract shall be automatically extended to **June 30, 2029**.
2. **Duties.** Superintendent shall perform the duties of the Superintendent of Schools for the NC RESA as prescribed by the laws of the State of Michigan (such as MCL 380.653, as amended) and as assigned by the Board, in its sole discretion. He shall also comply with the policies, rules and regulations made thereunder by the Board, now or during the term of this Contract. Superintendent agrees to faithfully perform the duties of Superintendent of Schools and to serve as Executive Officer of the Board.
3. **Qualifications and Representations.** It is agreed that the Superintendent will furnish a valid and appropriate certificate to act as Superintendent of Schools in the State of Michigan should it be required by the State Board of Education, and that the Superintendent hereby agrees to devote his full time, skill, labor, and attention to said employment during the term of this Contract provided, however, that the Superintendent, with prior written approval of the Board, may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations not in conflict with his duties under this Contract.
4. **Merit Pay.** The Board and Superintendent shall mutually agree upon a merit pay stipend equal to up to 2% of the Superintendent's base salary, based upon written goals and such other terms and conditions as are reduced to writing and amended to this Contract, not later than December 31, 2023; such merit pay to be prospectively applicable. Said merit pay, if any, shall be paid through the last payroll of the fiscal year of the contract year just completed.
5. **Direction of Personnel.** The Superintendent will have complete freedom to organize, reorganize, and arrange the administrative and supervisory staff which, in his judgment, best serves the NC RESA; provided: that the administration of instruction and business affairs will be lodged with the Superintendent and administered by him with the assistance of his staff; and, that the responsibility for selection, placement, and transfer of personnel shall be vested in the Superintendent and his staff subject to the duty of the Superintendent to report to the Board from time to time on such activities, which shall also be subject to approval by the Board. The Board, individually and collectively, will refer promptly all

criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendation.

6. **Tax-Deferred Programs.** The Board, at the request of the Superintendent and when in accordance with the State statutes, shall withhold and transfer an amount of his salary annually or monthly, said amount to be determined by the Superintendent, permitting the Superintendent of Schools to participate, if he so desires, in a tax-deferred retirement plan. The Board shall also pay a tax-sheltered annuity allowance at a rate of 9% of the Superintendent's yearly salary, prorated for the initial six-month period.
7. **Salary.** In consideration for his services, Superintendent shall be paid an annual salary, approved by the Board, and pro-rated for partial years. The annual salary shall be \$194,922.00 for the period July 1, 2025 through June 30, 2026. The salary for succeeding years may be renegotiated. Any increase in the annual salary shall be contingent upon an Effective rating on the most recent evaluation preceding the effective date of the increase. Any adjustment in salary made during the term of this Contract shall be in the form of an amendment and shall become a part of this Contract.
8. **Longevity.** Superintendent shall receive an annual longevity payment of \$1,000.00 for each twelve-month period of service after June 30, 2023. This payment is in lieu of the longevity benefit described within the Executive Administrative Benefit Schedule A, for which Superintendent is ineligible. The annual longevity payment shall be paid with the last payroll of the fiscal year, commencing June 2024.
9. **Reportable Compensation.** The Board and the NC RESA intend that all items of compensation listed in the above paragraphs are remuneration for services performed by the Superintendent as an employee of the NC RESA and accordingly will be treated as "compensation" under the Michigan Public School Employees Retirement Act and will be included in the Superintendent's final average compensation as defined in the Act. The Board shall pay its portion of the contribution for all reportable compensation to MPSERS.
10. **Tenure.** The Superintendent shall not have or acquire tenure in any non-classroom capacity but shall be deemed to have continuing tenure as a classroom teacher only as provided in Section I, Article III of the Teacher Tenure Act, MCL 38.71, et seq.
11. **Evaluation.** The Board shall devote a portion, or all, of at least one meeting annually to discussion of the working relationship between the Superintendent and the Board, which discussion shall be part of the Superintendent's annual evaluation and, accordingly, may be conducted in a closed session at the Superintendent's request. To the extent required by MCL 380.1249b(1)(q), the Superintendent may appeal the evaluation process and rating received for his evaluation. Within ten (10) calendar days after the Board of Education issues its evaluation, the Superintendent may submit a written statement to the Board President setting forth the specific basis of the appeal. The Board President will notify the Board of Education of the appeal and then designate a third party to independently review and make a determination on the appeal. The decision by the third party shall be final and binding on all parties involved and cannot be appealed.
12. **Paid Leave and Additional Benefits.** Administrator is employed on the basis of fifty-two (52) weeks of work per contract/fiscal year (July 1 through June 30). Administrator shall be granted vacation time of twenty-four (24) days per contract/fiscal year, pro-rated for the initial six month period of this Contract. Administrator shall schedule use of vacation

days in a manner to minimize interference with the orderly operation and conduct of business of the School District. All scheduling of vacation is subject to the approval of the Board. Up to five (5) vacation days may be carried over to the following year or paid per diem. Except as specifically stated within this paragraph, the Superintendent shall not be paid for unused personal or vacation days.

In the event the Superintendent elects not to participate in the health insurance package provided by the NC RESA (as provided to other executive administrators within Benefit Schedule A), the Board shall still provide, at Board expense, Option B or equivalent coverages as provided to other executive administrators within Benefit Schedule A. The Superintendent shall not be eligible for additional reimbursement for declining health coverages. In the event there is objective evidence that Superintendent is not able to perform the essential functions of Superintendent, or other job-related reason consistent with business necessity, the Board may require Superintendent to submit to a medical examination at its cost. Any ensuing report(s) shall be submitted to the Board President and shall be treated as a confidential record by the Board.

14. **Mid-Term Changes.** The fringe benefits of this Contract described within paragraph 13 above are derived or determined by reference to employment terms and conditions (e.g., Benefit Schedule A) applicable to employee group(s) employed within the NC RESA which may change from time-to-time during the term of this Contract. 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, 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 Contract, without the need for further amendments to this Contract.

15. **Professional Opportunities.** Subject to Board approval, the Superintendent may attend appropriate, professional conferences and workshops, including up to two (2) national conferences or workshops per year, although such attendance is not required as a duty of his position. NC RESA shall reimburse the Superintendent for reasonable and necessary expenditures which are incurred in attending such conferences and workshops. Such expenditures will be reimbursed upon presentation to the Board President of an itemized and detailed accounting of such expenditures and receipts relating thereto in the form required by the Board and in conformity with applicable laws and regulations of the Internal Revenue Service, with the Board President's approval. Out-of-state conferences and workshops must be approved by the Board prior to incurring any expense for out-of-state travel or accommodations for which reimbursement will be sought.

During the term of this Contract, the NC RESA shall pay the Superintendent's membership charges and regular dues for membership in the customary national, state and local professional organizations to which school district superintendents regularly belong, as reviewed and approved in advance by the Board President. During this Contract, the Board shall further pay the Superintendent's membership charges for membership in up to three (3) civic organizations/clubs, subject to advance approval of the Board President, excluding non-business-related dining charges, donations and other extra expenses related to such memberships. The Superintendent shall provide annually to the Board President a list of the memberships maintained and the cost for each.

16. **Moral Turpitude Clause.** The Superintendent is prohibited from engaging in conduct constituting moral turpitude. The Board may void this Contract if Superintendent violates this provision, consistent with the Michigan Revised School Code.
17. **Termination.** This Contract may be terminated at any time during its term by the Superintendent. The Board may terminate this Contract for just cause, including but not limited to, conviction of a felony, conviction of a misdemeanor involving sexual misconduct or child abuse, or if Superintendent violates any of the substantive terms or covenants of this Contract. In such event, Superintendent shall be advised, in advance, of the Board's intention to consider effecting such a midterm termination and provided an opportunity for a meeting before the Board, or a committee thereof as determined by the Board, in regard to the prospect of such termination, which meeting may be open to the public or closed at Superintendent's option. In the event Superintendent elects to contest the Board's disposition in regard to such termination following such meeting, he shall have the right, exclusive of any other rights or remedies available to him at common law or by statute, to request arbitration.
18. **Indemnification.** To the extent permitted by law, the Board agrees to defend, indemnify and hold the Superintendent harmless from and against all claims, suits, judgments, liabilities, costs and expenses, of a civil nature and excluding criminal matters, arising from actions taken or decisions made in good faith within the scope of his employment while he is Superintendent. The Superintendent shall give the Board notice of any claim for defense and indemnification hereunder promptly upon knowledge of any possible claim or action against him. The Board shall have the right to appoint the attorney and conduct the defense of any such claim or action. This provision/obligation shall survive any end to this Contract or Superintendent's employment by the Board. Furthermore, in the event the Board must defend itself against any claims arising out of matters occurring during Superintendent's Contract term, Superintendent agrees to provide reasonable assistance and cooperation to the Board, even after his separation from employment.
19. **Arbitration.** The parties agree that any dispute regarding the Board's proposed termination for just cause, or any other claim arising from the employment relationship between the parties, must be brought and exclusively adjudicated within the arbitration forum and pursuant to the American Arbitration Association National Rules for the Resolution of Employment Disputes (or if superseded, by the rules then applicable). The parties acknowledge that this agreement to arbitrate is authorized by the Michigan Arbitration Act, MCL 600.5001 *et seq.*, and constitutes a clear knowing waiver of the right to otherwise adjudicate the Board's proposed termination for just cause or any other claims arising from the employment of the Superintendent. The courts of the State of Michigan shall have jurisdiction to enforce this arbitration agreement and to render judgment on an award entered pursuant thereto. The arbitrator shall be selected through the mutual cooperation between the representatives or counsel for the respective parties, failing agreement on which may be referred by either party to the Detroit Regional Office of the American Arbitration Association, or other Association office having jurisdiction, for appointment of an arbitrator and processing under its applicable rules. The parties agree that any claim arising under this provision must be filed no more than one hundred and eighty (180) days, after the date of the employment action that is the subject of the claim or be forfeited. The parties hereto waive any otherwise applicable statute of limitations to the contrary.

20. **Waiver.** The failure of any party to enforce any provision of this Contract shall not operate or be deemed as a waiver of the right to enforce this Contract or seek remedy for a subsequent breach of the Contract.
21. **Severability.** Invalidity or unenforceability of any provision of this Contract shall not affect any other Contract provision. Any unenforceable provision shall be construed and limited by any court to render both the provision at issue and all other Contract provisions not at issue to be reasonable and enforceable.
22. **Totality of Terms.** This Contract constitutes a complete expression of the terms of the employment between the Board and the Superintendent, and there are no other oral or written agreements or understandings between the parties concerning or affecting this employment relationship or the subject matter of this Contract. This Contract shall only be modified or amended by subsequent written agreement signed by the Board and the Superintendent.
23. **Applicable Law.** This Contract shall be governed by the laws of the State of Michigan.

This Contract is agreed upon as of the date on which it is approved by the Board of Education.

Superintendent

Blake Prewitt

Superintendent of Schools

**Newaygo County Regional Educational
Service Agency**

By: _____

Its: President, Board of Education

By: _____

Its: Secretary, Board of Education

Dated this 23th day of June 2025