

**AGREEMENT FOR EDUCATIONAL  
SUPPORT SERVICES**

**THIS AGREEMENT**, made effective as of the 1st day of July 2011 between **FERNDALE PUBLIC SCHOOLS**, a Michigan general powers school district, whose address is 2920 Burdette, Ferndale, MI 48220, and **Innovative Consulting in Education, LLC**, a Michigan limited liability company, whose address is 1 Cambridge Boulevard, Pleasant Ridge, MI 48069.

**WHEREAS**, Ferndale Public Schools ("Ferndale" or "District") is a Michigan general powers school district which developed, opened and is operating a high performing high school, University High School, which is consistent with the interests of Michigan Future, Inc., ("Michigan Future), and which was funded in part by philanthropic foundations supporting the ideals of Michigan Future; and

**WHEREAS**, Michigan Future, Inc. ("Michigan Future") is a nonprofit corporation with an interest in financing and encouraging high performing high schools in Michigan (Michigan Future Schools); and

**WHEREAS**, Innovative Consulting in Education, LLC, ("ICE, LLC"), is an educational consulting firm, the principal of which is Gary Meier, Superintendent of the Ferndale Public Schools; and

**WHEREAS**, Michigan Future is in a position to obtain funding for the purpose of starting up additional high schools on the model of University High School and similar high schools, and, for the past two years, has contracted with Ferndale for certain administrative and support services, including the leasing of certain office space, amenities and utilities, for housing Michigan Future personnel; and

**WHEREAS**, the Michigan Future business plan has changed such that there is no need for continued leasing of office space from Ferndale and, since Michigan Future is contracting with ICE for ICE to direct the implementation of Michigan Future's business plan, Michigan Future has determined that it is more efficient and advantageous for ICE to also make the arrangements for the provision of necessary administrative and support services; and

**WHEREAS**, simultaneously herewith, Michigan Future is entering into such a contract with ICE and ICE desires to enter into a contract with Ferndale for the necessary administrative and support services; and

**WHEREAS**, Ferndale is agreeable to providing such services to ICE and expects that the involvement of the District and its administrators in this endeavor will continue to provide

invaluable benefits to students at University High School as well as Ferndale High School while financially benefitting the District.

**NOW, THEREFORE, the parties agree as follows:**

1. **Role of ICE, LLC.** The contract between Michigan Future and ICE is determined by Ferndale's Board of Education to be consistent with Paragraph 15(B) of the Superintendent's contract with Ferndale, which authorizes educational consultive work by the Superintendent upon notice to the Board. Ferndale further agrees that Superintendent Gary Meier, through ICE, may contract with other Ferndale administrators to assist in such endeavors, provided, that the obligation of the Superintendent and other administrators to provide full-time services to Ferndale is not thereby diminished.

2. **Duties of Ferndale:** Ferndale shall provide ICE with the following support services necessary to the performance of ICE's contract with Michigan Future:

- Technology access and support
- Telephone and cell phone access and support
- Photocopies and supplies
- Office supplies
- Staff access and support
- E-mail account services
- Website development and maintenance
- Graphic design/communication services
- Clerical Services
- Bookkeeping and accounting, vendor payment, payroll and auditing services
- Human resources service
- Access to administrative support personnel
- Other similar services as agreed upon by the parties.

3. **Fees, Budgeting and Payments:**

- a. For services provided under this Agreement, ICE agrees to pay Ferndale the sum of \$138,130 for the first year of this Agreement, and \$180,000 per year for years 2 and 3 of this Agreement. Fifty percent of the annual contract amount shall be payable in advance on July 15 in each year, and two additional payments, each in the amount of twenty-five percent of the contract amount, shall be payable on January 15 and April 15.
- b. The fee shall be subject to renegotiation in years two and three of this Agreement upon written notice by ICE to Ferndale no later than March 31 of 2012 or 2013. Further, ICE may, upon notice provided no later than March 31 in 2012 or 2013, remove the Bookkeeping Services and/or Human Resources Services from this Agreement and reduce the fee upon

removal of such services by \$22,490 for the Bookkeeping Services and \$14,400 for the Human Resources Services.

4. **Term:** The initial term of this Agreement shall be for three years, July 1, 2011 through June 30, 2014. Not later than January 30, 2014, the parties shall determine whether to extend this Agreement, extend it with amendments, or terminate it as of June 30, 2014. In the absence of agreement of the parties in writing to extend the Agreement, it shall expire on June 30, 2014. Provided, however, that the Agreement may be earlier terminated by either party in the event that Ferndale's current Superintendent no longer holds that position or upon termination of the contract between ICE and Michigan Future. Upon notice of termination by ICE, the parties shall negotiate the terms and conditions of the winding up of the relationship, to include ensuring that the costs of any financial commitments by Ferndale for the continued implementation of this Agreement according to its terms are reimbursed.

5. **Termination.** Either party may terminate this Agreement upon giving ninety (90) days prior written notice to the other party for such reason or reasons as the party giving notice determines is sufficient. Such cause may or may not relate to the performance of the other party, provided, however, that before providing such notice, the parties shall meet and discuss the reasons for the proposed termination.

6. **Indemnification.**

- a. Except as otherwise provided in this Agreement, ICE hereby agrees to indemnify and hold the District harmless from and against any and all claims, demands, liabilities and causes of actions arising from or related to any actions of ICE under this Agreement, unless such claim arises as a result of the District's negligence or willful misconduct, and from and against all costs, attorney fees, expenses and liabilities incurred in or related to any such claim or any action or proceeding brought thereon. ICE shall not be liable to Ferndale for any failure by ICE to implement the Business Plan, in whole or in part.
- b. The District hereby agrees to indemnify and hold ICE harmless from and against any and all claims, demands, liabilities and causes of actions arising from or related to any actions by the District under this Agreement, unless such claim arises as a result of ICE's negligence or willful misconduct, and from and against all costs, attorney fees, expenses and liabilities incurred in or related to any such claim or any action or proceeding brought thereon.
- c. Each party shall obtain and maintain appropriate insurance covering its own activities under this Agreement, including statutorily required workers' compensation insurance covering its own employees, and general liability insurance, with limits of not less than \$1,000,000 per

occurrence, \$2,000,000 aggregate, for personal injury and property damage combined. Proof of insurance will be provided upon request.

7. **Notices.**

Notices and other communications by a party under this Agreement shall be in writing and deemed received when delivered to the address below as evidenced by the return receipt (U.S. Mail), telefax, facsimile transmission or other hard copy:

To: ICE, LLC.  
Attn: Gary Meier  
1 Cambridge Boulevard,  
Pleasant Ridge, MI 48069  
Telefax No. (248)

To: Ferndale Public Schools  
Attn: W. Charles Moeser, President  
2920 Burdette  
Ferndale, MI 48220  
Telefax No. (248) 586-8655

To: John A. Carlson, Esq.  
Attorney for Board of Education  
Ferndale Public Schools  
31700 Middlebelt Road, Suite 126  
Farmington Hills, MI 48334-2374  
Telefax No. (248) 406-0620

8. **Modification.**

No amendment or waiver of the terms of this Agreement is valid unless such amendment or waiver is in writing and executed by both parties to this Agreement.

9. **Entire Agreement.**

This Agreement constitutes the total agreement between the parties, and supersedes all previous understandings and agreements, written or oral, between ICE and Ferndale.

10. **No Waiver.**

Any waiver by either party of any condition or the breach of any provision, term, covenant, representation or warranty contained in this Agreement, shall not be deemed, nor construed, as a continuing waiver of any such condition, or breach of any other provision, term, covenant, representation or warranty of this Agreement.

**11. Binding Effect.**

This Agreement shall be binding upon and inure to the benefit of ICE, its successors, assigns and subsidiaries and to Ferndale, its successors and assigns.

**12. Titles.**

The titles to any section are for description purposes only and shall have no substantive effect on this Agreement.

**13. Use of Michigan Law.**

The validity, construction, interpretation and performance of this Agreement will be governed by the laws of the State of Michigan.

**14. No Presumption.**

The parties further agree that no presumption shall arise based on who drafted any provisions to this Agreement as both parties had the opportunity to participate in drafting its terms and took advantage of this opportunity.

**15. Mediation.**

Prior to either party instituting action against the other party relating to enforcement of this Agreement, the parties shall engage in a mediation process as they shall agree upon.

**FERNDALE PUBLIC SCHOOLS**

**ICE, LLC.**

By: W Charles Moeser  
W. Charles Moeser  
Its: President, Board of Education

By: Gary Meier  
Gary Meier  
Its: Member

Date: 6-20-11

Date: 6-20-2011