

CONTRACT OF EMPLOYMENT

SUPERINTENDENT OF SCHOOLS

It is hereby agreed by and between the Board of Education of the Bellaire school district (hereinafter "Board") and James Emery (hereinafter "Superintendent") that pursuant to Section 1229 of the School Code of the State of Michigan, MCL 380.1229, the Board in accordance with its action found in the minutes of its meeting held on the 11th day of June, 2012, has and does hereby employ the said James Emery as its Superintendent of Schools for a three-year period ending on June 30, 2015, according to the terms and conditions as described and set forth herein as follows:

1. Superintendent shall perform the duties of Superintendent of Schools as prescribed by the School Code of the State of Michigan and by the rules and regulations of the State Board of Education, and as may be established, modified, and/or amended from time to time by the Board.
2. Superintendent represents that he possesses, holds, and maintains all certificates, credentials, and qualifications required by law, including the regulations of the Department of Education, and those required by the Board to serve in the position of Superintendent of Schools. If at any time Superintendent fails to maintain all certificates, credentials, and qualifications for the position of Superintendent of Schools as required herein, this Contract shall automatically terminate, and the Board shall have no further obligations hereunder.
3. Superintendent agrees to devote his talents, skills, efforts, and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position of Superintendent of Schools as required and assigned. Superintendent agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, Superintendent agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board to carry out the educational programs and policies of the school district for which he is responsible during the entire term of this Contract. Further, Superintendent pledges to use his best efforts to maintain and improve the quality of the operation of the school district and constantly promote efficiency in all areas of his responsibility.
4. For the 2012-13 school year, the Superintendent shall be paid an annual salary of \$30,000.

The Board hereby retains the right to adjust the annual salary of Superintendent during the term of this Contract. Any such salary adjustment shall not reduce the annual salary below the minimum annual salary prescribed hereinabove. Any adjustment in salary made during the term of this Contract shall be in the form of a written amendment and, when executed by Superintendent and the Board, shall become a part of this Contract.

5. Superintendent is employed on the basis of fifty-two (52) weeks of work per year as scheduled by the Board. Superintendent shall be granted vacation time of twenty (20) days for the fiscal year and two personal days. Vacation days must be used within the fiscal year for which they are made available and Superintendent shall not receive any additional compensation in lieu of use of vacation days without the express agreement of the Board. Superintendent shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the school district and shall notify the Board President in advance of his use of such vacation days.
6. Superintendent's performance shall be evaluated by the Board annually. Further, the Board shall review this contract with the Superintendent annually, and shall, on or before March 31 of each ensuing year, take official action determining whether or not it is extended for an additional year and notify the Superintendent of its action in writing. If no action is taken by the Board, the contract shall be deemed to have been renewed for an additional year. Superintendent may request that his/her evaluation be conducted or reviewed in closed session and s/he may request quarterly performance reviews in closed session, at his/her option.
7. The Board shall be entitled to terminate this Contract during its term or the term of any extension, for Just Cause.

Matters which may constitute Just Cause shall include but not be limited to one or more of the following: misfeasance, malfeasance, or nonfeasance in office, a physical or mental disability which renders the Superintendent unable to perform the responsibilities of this Contract for a period of no less than Ninety (90) school days, an act or acts of moral turpitude, dishonesty, theft, fraud, violence or insubordination, any dishonesty in the process of selection of the Superintendent by the Board, or any other material breach of this Contract. The foregoing standards for termination of this Contract during its term shall not be applicable to non-renewal of this Contract at the expiration of its term, which decision is discretionary with the Board of Education. No discharge shall be effective until written charges have been served upon him and he shall have an opportunity for a fair hearing before the Board after twenty (20) working days notice in writing. Said hearing shall be public or private at the option of the Superintendent. At such hearing, he may have legal counsel at his own expense. In the event of termination of employment during the term of this Contract, this Contract shall automatically terminate, and the Board shall have no further obligation hereunder.

8. Superintendent agrees that he shall not be deemed to be granted continuing tenure in the position of Superintendent of Schools or in any capacity other than that of a classroom teacher should the probationary period required for tenure as a teacher be fulfilled, by virtue of this Contract or any employment assignment (requiring certification) with the school district. Nor shall the decision of the Board not to continue or renew the employment of Superintendent for any subsequent period in any capacity, other than as a classroom teacher, as may be required by tenure law, be deemed a breach of this Contract or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

9. The Board may request release of medical information necessary to determine if the Superintendent is capable of performing the essential functions required in his/her assignment. The Board may require that Superintendent have a comprehensive medical examination as may be deemed necessary. Superintendent shall sign an authorization so that a copy of such examination is made available to the Board, upon its request or the request of its President. If such an examination is required, a statement shall be filed with the Secretary of the Board certifying to the physical fitness and physical capability and/or mental competency of Superintendent to perform the essential functions of his/her duties. Medical information provided under this Contract shall be treated as confidential by the Board. Should the Board exercise its prerogative under this provision to require a medical examination, the costs of physician services for said examination will be borne by the school district to the extent not covered by health insurance.

10. Superintendent is entitled to the following holidays for which no service to the school district is required:

New Year's Day	July Fourth	Christmas Eve Day
Good Friday	Labor Day	Christmas Day
Memorial Day	Thanksgiving Day and Friday after	

11. If Superintendent is absent from duty on account of personal illness or disability, he shall be allowed full pay for a total of Twelve (12) days per Contract year. Unused paid leave days hereunder shall be cumulative to a maximum of One Hundred (130) days for absence due to personal illness or disability of Superintendent. Accumulated unused sick leave will be paid at 1/4 of salary to a maximum of \$3,400 upon retirement from Bellaire Public Schools.

12. Superintendent shall be eligible to be reimbursed for travel within the district and Intermediate School District in accordance with per diem expense and reimbursement procedures established by the Board. Any expense incurred by Superintendent for outside of the Intermediate School District travel, meals and lodging shall be submitted in advance for review and approval by the Board or its designee. Superintendent shall be required to present an itemized account of his reasonable and necessary expenses in accordance with direction of the Board or its designee.

13. Subject to express approval by the Board, the fees and dues for membership in appropriate professional organizations shall be paid by the Board. Subject to prior approval by the Board, the Superintendent may attend appropriate professional meetings at the local, state, and national levels and shall be reimbursed for any registration fees, tuition, travel, lodging, and/or reasonable meal expenses for himself in relations thereto not prepaid by the Board.

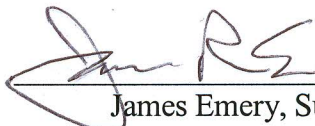
14. The Board agrees to pay the premium amount for errors and omissions insurance coverage for the Superintendent while engaged in the performance of a governmental function and while the Superintendent is acting within the scope of his authority. The policy limits for this coverage shall be not less than \$1,000,000 per occurrence, with an aggregate policy

limit of \$1,000,000. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of the Superintendent. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions coverage. In the event that such insurance coverage cannot be purchased in the above amounts and/or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify the Superintendent. In that event, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to the Superintendent as is authorized under MCLA 691.1408.

15. This Contract of Employment contains the entire agreement and understanding by and between the Board and the Superintendent with respect to the employment of Superintendent, and no representations, promises, contracts, or understandings, written or oral, not contained herein shall be of any force or effect. All prior agreements pertaining to, connected with, or arising in any manner out of the employment of Superintendent by the Board is hereby terminated and shall hereafter be of no force or effect whatsoever. No change or modification of this Contract of employment shall be valid or binding unless it is in writing and signed by Superintendent and the Board. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provision of this Contract at such time or at any other time.
16. If any provision of this Contract becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Contract shall continue in full force and effect without said provisions; provided, however, that no such severability shall be effective if it materially changes the economic benefit of the Contract to any party.
17. This Contract is executed on behalf of the school district pursuant to the authority granted as contained in the motion of the Board adopted on June 11, 2012, the same being incorporated herein by reference.


IN WITNESS WHEREOF, the parties have caused this Contract to be executed on the day and year first above written.

Date: 6-11-12, 2012

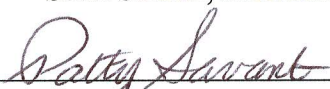

James Emery, Superintendent

BOARD OF EDUCATION

Date: 6-11-12, 2012

By 
Scott Steiner, President

Date: 6-11-12, 2012

By 
Patty Savant, Secretary