

BELLEVUE COMMUNITY SCHOOLS

**904 West Capital
Bellevue, MI 49201**

THIS CONTRACT, entered into this 1st day of July 2015, between the **Bellevue Community Schools** Board of Education, hereinafter called "Board" and **John C. Prescott**, hereinafter called "Administrator."

1. **EMPLOYMENT AND DUTIES** - The Board hereby employs the Administrator to perform the administrative duties connected with the office of Superintendent of Schools and Elementary Principal. Said Administrator agrees to perform the duties required of the Superintendent and Elementary Principal by law and to obey and fulfill the rules and regulations as established by the Board and to carry out its education programs and policies during the entire term of this contract.

2. **CONTRACT PERIOD** - The Board agrees to employ the Administrator as Superintendent of its schools for the term of three (3) years from July 1, 2015 to and including June 30, 2018. The Board shall annually review this contract with the Administrator and on or before April 1 of each ensuing year, take official action determining whether or not it is extended for an additional year and notify the Employee of its action in writing. If no action is taken by the Employer, the contract shall be deemed to have been extended for an additional year. Salary, fringes and other economic items shall be open for negotiations at the conclusion of the 1st year and each year ensuing.

3. **COMPENSATION** - The Board agrees to pay the Administrator for his services during each fiscal year of said Contract in twenty-six equal installments. Compensation for the first full-year period being July 1, 2015 to and including June 30, 2016 shall be One Hundred and Twenty-Two Thousand Eight Hundred dollars (\$122,800). Said salary shall be reviewed prior to the second period being July 1, 2016 to and including June 30, 2017, the third period being July 1, 2017 to and including June 30, 2018, and is subject to upward revision by agreement of the parties.

4. **TENURE** - This contract does not confer tenure upon the Administrator in the position of Superintendent, Elementary Principal, or any other administrative position in the district.

5. **INDEMNIFICATION** - The Board agrees to endorse the Administrator as an insured on the school district liability insurance policy and further agrees to indemnify and save harmless the Administrator against expenses actually and necessarily incurred by the Administrator in connection with any actions in which the Administrator is a party by reason of being or having been employed by the Board as an Administrator and/or Designated Person as defined by AHERA, NESHAPS, OSHA, or the Michigan Department of Labor, except:

a. Any action in which the Administrator shall have been determined to have been guilty of intentional misconduct or gross negligence, or

b. Any action in which the Administrator shall have been determined to have been guilty of negligence arising out of a breach of duty following notice of termination, unless the Board shall otherwise decide, or

c. Any action in which the Administrator shall have failed to notify the Board of a claim without a reasonable time or shall have failed to cooperate in the defense of such claim, but only to the extent that the defense of such action shall have been prejudiced by reason of such failure to give notice or to cooperate.

6. **PROFESSIONAL DUES** - The Board shall pay the Association dues of the Administrator for the state and regional level of the Michigan Association of School Administrators (MASA).

7. **FRINGE BENEFITS** - The Board shall provide the following during the duration of this contract:

a. The Administrator shall be granted ten (10) sick days per year, with accumulation of unused sick days not to exceed twenty (20) days maximum. Accumulated days will not be paid out at the end of this contract.

b. The Administrator shall be granted twenty-one (21) vacation days per calendar year, with no accumulation of unused vacation days. Unused vacation days will be paid out at the daily rate at end of the year.

c. The Administrator shall be granted the following paid holidays: New Year's Day, Good Friday, Memorial Day, July Fourth, Labor Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day. The Administrator is excused with pay from duty during the Thanksgiving, Christmas, Spring, and other break periods which take place during the regular school year as per the Intermediate School District calendar.

d. The Administrator shall be granted up to three (3) personal days per year with no accumulation.

e. The Board shall contribute to the Michigan Public School Employees' Retirement System, on behalf of the Administrator's pension program.

f. The Board shall pay conference registration and participation fees only for the Administrator to attend Two (2) MASA conferences per year.

g. The Employee shall be eligible to be reimbursed for travel, meals and lodging outside the district boundaries for attendance at ISD, state and national meetings.

h. The Administrator shall be afforded the same Full Dental, Optical, LTD, and Health Insurance coverage granted to the professional staff under the Master Agreement between the BEA, ECEA, MEA/NEA and Bellevue Community Schools as established under the policies of the board

i. In the first year of the contract the Board will provide one thousand dollars to the Administrator for moving expenses.

j. The Board shall pay to the Administrator \$2,000.00 for the creation of an academic incentive clause to be put into place the second year of this contract. Payment will be made once there is mutual agreement of the clause by the Board and the Administrator.

8. **EVALUATION** - The board shall evaluate the Administrator, at least annually, using the criteria and an evaluation process mutually agreed to by the Board and the Administrator prior to the December board meeting.

9. **TERMINATION PROVISIONS** – During the term of the contract the Administrator shall be subject to discharge for good and just cause, but the Board shall not arbitrarily and capriciously dismiss him. 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 ten (10) days' notice in writing. Said hearing shall be public or private at the option of the Administrator. At such hearing, he may have legal counsel at his own expense.

10. The Board shall pay to the Administrator a bonus incentive of Three Hundred dollars (\$300.00) for every blended FTE count over the FTE count used to project the current adopted budget. This incentive will be determined by the final blended count and payable to the Administrator at the regular meeting of the board held in March each year. This incentive is not to exceed Five Thousand dollars (\$5,000.00) per year.

IN WITNESS WHEREOF the parties have set their hands.

Administrator

John C. Prescott 4-23-15
John C. Prescott Date

**Bellevue Community Schools
Board of Education**

Cyndee R. Jones 4/20/15
Cyndee R. Jones, President Date

Joel B. Brenke 4/20/15
Joel Brenke, Vice-President Date

Marion Ramer 4-20-15
Marion Ramer, Secretary Date

Rebecca Neal 4-20-15
Rebecca Neal, Treasurer Date

Micheal DeRyder _____
Micheal DeRyder, Trustee Date

Melissa McGinly 4/20/15
Melissa McGinly, Trustee Date

Chuck West 4/20/15
Chuck West Trustee Date